

O.J.'s Service Two, Inc.

301 North Broadway
North Little Rock, AR 72114

February 6, 2025

VIA EMAIL

Jessica.patterson@arkansas.gov

Mrs. Jessica Patterson
Arkansas Procurement Director
501 Woodlane St., Ste 220
Little Rock, AR 72201

RE: Protest of Bid 710-25-028 for DHS Mississippi Co. (Blytheville)- Janitorial Services

Dear Mrs. Patterson:

Pursuant to Ark. Code Ann. § 19-11-244, O.J.'s Service Two, Inc. (O.J.'s) protests the unlawful award of a bid issued by Arkansas Department of Human Services ("DHS") for janitorial services at DHS Mississippi Co. (Blytheville). On December 6, 2024, a competitive bid was issued and stated that "contractor **must** provide a certificate of good standing" under Section 2.3(A) and "contractor **shall** assign a supervisor to inspect the building" under Section 2.3(B) as minimum requirements. See Exhibit A. The bid submission date/time was January 3, 2025, 1:00 p.m. The bid was tentatively awarded to Aquamen Cleaning LLC ("Aquamen") on or about January 30, 2025.

On January 30, 2025, we reviewed the other bids submitted as is our standard practice. We reviewed the documents submitted by Aquamen and signed by Mr. Christian Gilbert. Aquamen purported to be a business owned and operated by Mr. Gilbert of Memphis, TN and in good standing in the state of Arkansas. However, Aquamen failed to provide a certificate of good standing as required under Section 2.3(A) and it doesn't appear to be registered in the state of Arkansas. Further, Mr. Gilbert falsified his bid submission when he assigned Mr. Donnell Morris as his supervisor under Section 2.3(B). See Exhibit B. Mr. Morris does not work for Mr. Gilbert and did not agree to have his name used in the bid process. See Exhibit C.

The bid submitted by Aquamen did not meet the minimum requirements and should have caused it to be disqualified. O.J.'s should be awarded the DHS Mississippi Co. (Blytheville) Bid 710-25-028 as the responsive and responsible bidder who submitted the lowest bid that met the requirements, criteria, and specifications as required under Ark. Code Ann. § 19-11-234(c)(1)(A). See Exhibit D.

Please note that time is of the essence as the state should not proceed further with the award of the contract until you make a written decision stating your reasons for the action taken in this protest pursuant to Ark. Code Ann. 19-11-244.

Respectfully Submitted,



Tiffany Flock, Esq.
General Counsel
O.J.'s Service Two, Inc.

EXHIBIT A



STATE OF ARKANSAS

Department of Human Services
Office of Procurement
700 Main Street
Little Rock, Arkansas 72201

INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION

Bid Number:	710-25-028	Solicitation Issued:	December 6, 2024
Description:	Janitorial Services – Multiple Counties		
Agency:	Department of Human Services, Division of County Operations		

SUBMISSION DEADLINE

Bid Submission Date/Time	January 3, 2025, 1:00 p.m., Central Time	Bid Opening Date/Time:	January 3, 2025, 2:00 p.m., Central Time
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Bids **shall not** be accepted after the designated bid submission deadline. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission deadline. Bids received after the designated bid submission deadline **shall** be considered late and **shall** be returned to the vendor without further review. It is not necessary to return "no bids" to the Office of Procurement.

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201
United States mail (USPS):	<i>Note: Hand delivered responses must be delivered directly to the security desk otherwise these deliveries will not be accepted and may be grounds for disqualification.</i>
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437 Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201 Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.
Bid's Outer Packaging:	If the bid packet is not sealed and properly marked with the below information, the package may be opened for bid identification purposes. • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION

OP Buyer:	Brandi Warner	Buyer's Direct Phone Number:	501-534-4008
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS's Main Number:	501-682-1001
DHS Website:	https://humanservices.arkansas.gov/do-business-with-dhs		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of County Operations (DCO) to obtain pricing and contracts for janitorial services for multiple DHS County Office locations in Arkansas.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Ark. Code Ann. § 19-11-249, this proposal and any resulting contract may be available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected Contractor. Upon agreement by the parties, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

A Term contract will be awarded to multiple vendors (one per location). The term of this contract **shall** be for one (1) year. The anticipated start date for the contract is July 1, 2025. Upon agreement by the vendor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof not to exceed a total contract term of seven (7) years.

Any resultant contract of this IFB **shall** be subject to State approval processes which may include Legislative review.

1.4 ISSUING AGENCY

The OP, as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this *Bid Solicitation* should be made through the State's buyer as shown on page one (1) of this document. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.5 BID OPENING LOCATION

Bids submitted by the submission deadline will be opened via video conference. DHS will publish a link to the live bid opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the bid opening cannot be held as scheduled due to technical or other issues, DHS will publish an updated schedule and video conference link on the [DHS website](#).

1.6 DEFINITION OF REQUIREMENT

The words "**must**" and "**shall**" signify a Requirement of this IFB and that vendor's agreement to and compliance with that item is mandatory. Exceptions taken to any Requirement in this IFB, whether submitted in the bid or subsequent correspondence, **shall** cause the vendor's bid to be disqualified.

1.7 DEFINITION OF TERMS

The State has made every effort to use industry-accepted terminology in this IFB and will attempt to further clarify any point of an item in question as indicated in Section 1.10 Clarification of Bid Solicitation.

B. The words "bidder," "vendor," and "contractor" are used synonymously in this document.

C. The terms "Invitation for Bid," "IFB," and "Bid Solicitation" are used synonymously in this document.

1.8 RESPONSE DOCUMENTS

A. Bid Response Packet

An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Bid Signature Page*. Providing a signature on this page signifies vendor's agreement that either of the following **shall** cause its bid to be disqualified:

- a. Additional terms or conditions submitted intentionally or inadvertently.
- b. Any exception that conflicts with a Requirement of this IFB.

The following items **shall** be submitted with the *Bid Response Packet* in a sealed envelope:

- a. EO 98-04 Disclosure Form (Attachment A)
- b. Copy of Vendor's *Equal Opportunity Policy* (see *Equal Opportunity Policy*)
- c. Signed addenda to this IFB, if applicable (see Requirement of Addendum)
- d. Combined Certifications Form (Attachment H)

- e. Documentation that vendor meets the minimum qualifications outlined in this IFB (see *Minimum Qualifications*)

DO NOT include any other documents or ancillary information, such as a cover letter, promotional, or marketing information. **Submit one (1) electronic copy of the response packet, excluding the *Official Bid Price Sheet*, preferably on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format.**

B. *Official Bid Price Sheet* (see Section 1.12 Pricing)

1. Vendor **must** submit one (1) hard copy and one (1) electronic copy of the original *Official Bid Price Sheet*. The electronic copy should be submitted preferably on a flash drive, in a single PDF file.
2. The *Official Bid Price Sheet* (both the hard and electronic copies) **must** be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." Vendor **must not** include any pricing in the hard or electronic copies of the *Bid Response Packet*.

1.9 AGREEMENT AND COMPLIANCE PAGE

Vendor **must** sign the *Agreement and Compliance Page* relevant to each section of the IFB. The *Agreement and Compliance Page* is included in the *Bid Response Packet*. Vendor's signature on this page **shall** signify agreement to and compliance with all requirements within the designated section.

1.10 CLARIFICATION OF BID SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on December 13, 2024. Submit written questions by email to the buyer as shown on page one (1) of this IFB. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- B. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on December 20, 2024. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

1.11 SUBCONTRACTORS

Vendor **must** complete, sign, and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors. Additional subcontractor information may be required or requested in following sections of this IFB. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

The utilization of any proposed subcontractor is subject to approval by the State agency.

1.12 PRICING

- A. Vendor **must** include all pricing on the *Official Bid Price Sheet* only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided in the *Bid Response Packet*. **Failure to complete and submit the *Official Bid Price Sheet* shall result in disqualification.**
- B. All bid pricing **must** be in United States dollars and cents. Attach a justification of prices quoted to the *Official Bid Price Sheet*. The *Official Bid Price Sheet* may be reproduced as needed.
- C. To allow time to evaluate bids, prices **must** be valid for one hundred twenty (120) days following the bid opening.

1.13 PRIME CONTRACTOR RESPONSIBILITY

A joint bid submitted by two (2) or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.14 INDEPENDENT PRICE DETERMINATION

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

1.15 PROPRIETARY INFORMATION

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

1.16 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this IFB **must** be addressed through OP. The State **shall** have the right to award or not award a contract, if it is in its best interest.
- B. Vendor **must not** alter any language in any solicitation document provided by the State, including the *Official Bid Price Sheet*. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- C. Bids **must** be submitted in the English language. Bids must meet or exceed all defined specifications, terms, and conditions as set forth in this IFB and be in compliance with State of Arkansas law. Vendor **must** provide clarification of any information in its response documents as requested by OP.
- D. Vendors may submit multiple bids.

1.17 REQUIREMENT OF ADDENDUM

This IFB **shall** be modified only by an addendum written and authorized by OP. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the *Bid Solicitation*.

The vendor **shall** be responsible for checking the following websites for any and all addenda up to bid opening:

<https://humanservices.arkansas.gov/do-business-with-dhs>
<https://www.arkansas.gov/dfa/procurement/bids/index.php>

1.18 AWARD PROCESS

A. Vendor Selection

1. Award will be made to lowest responsible, responsive bidder based on unit price per item. Bidders must meet minimum qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
2. Contract award, extension, or renewal is contingent upon approval by DHS officials, subsequent approval by the OP, review by the Legislative Council and the availability of State funds. Pursuant to Ark. Code Ann. § 19-11-265, any material changes to the resulting contract are subject to review by the Legislative Council.

B. Negotiations

The State may conduct negotiations with the lowest responsible, responsive bidder. Negotiations are conducted at the State's sole discretion.

If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsive bidder. The negotiation process may be repeated until the lowest responsive vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

Once an anticipated successful vendor has been determined, the anticipated award will be posted on the following websites:

<https://humanservices.arkansas.gov/do-business-with-dhs>
<https://www.arkansas.gov/dfa/procurement/bids/index.php>

The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.

It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

D. Issuance of Contract

Any resultant contract of this IFB shall be subject to State approval processes which may include Legislative review. An OP Official will be responsible for award and administration of any resulting contract.

1.19 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Ark. Code Ann. § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service-disabled Veteran as designated by the United States Department of Veterans Affairs

- B. A woman-owned business is defined by Ark. Code Ann. § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.20 EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Ark. Code Ann. § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award. EO Policies should be included as a hardcopy accompanying the solicitation response.

The submission of an EO Policy to the OP is a one-time requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying EO Policies upon request to other State agencies that must also comply with this statute. Vendors not required by law to have an EO Policy must submit a written statement to that effect.

1.21 COMBINED CERTIFICATIONS

A. Pursuant to Arkansas law, a Contractor must certify they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resulting contract:

1. Boycott Israel (see Ark. Code Ann. § 25-1-503)
2. Knowingly employ or contract with illegal immigrants (see Ark. Code Ann. § 19-11-105)
3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries (see Ark. Code Ann. § 25-1-1102)
4. Employ a Scrutinized Company as a subcontractor (see Ark. Code Ann. § 25-1-1203)

B. Contractor shall submit signed *Attachment H Combined Certifications for Contracting with the State of Arkansas*.

1.22 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible." Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.23 TECHNOLOGY ACCESS

A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Ark. Code Ann. § 25-26-201 et seq., which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Ark. Code Ann. § 25-26-201 et seq., equivalent access for effective use by both visual and non-visual means.
2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.

6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Ark. Code Ann. § 25-26-201 et seq., if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.24 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.25 MASTERCARD ACCEPTANCE

Awarded vendor should have the capability of accepting the State's authorized MASTERCARD Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) shall not be levied against the State when accepting the p-card as a form of payment. MASTERCARD is not the exclusive method of payment.

1.26 PUBLICITY

Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP's prior written approval. Failure to comply with this Requirement **shall** be cause for a vendor's bid to be disqualified.

1.27 RESERVATION

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

1.28 SCHEDULE OF EVENTS

Public Notice of IFB	December 6, 2024
Deadline for Receipt of Written Questions	December 13, 2024
Response to Written Questions, On or About	December 20, 2024
Date and Time for Bid Submission	January 3, 2025, 1:00 pm CST
Date and Time for Bid Opening	January 3, 2025, 2:00 pm CST
Intent to Award Announced, On or About	January 17, 2025
Contract Start (Subject to State Approval)	July 1, 2025

1.29 STATE HOLIDAYS

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

New Year's Day	January 1
Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays, however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor shall maintain adequate staff on such working holidays.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of County Operations (DCO) to obtain pricing and contracts for janitorial services for multiple DHS County Office locations in Arkansas.

County	Address	Phone Number	Square Footage
Chicot	1736 Hwy. 65 & 82 So. Lake Village, AR 71653	870-265-3821	10,000
Columbia	601 E. University Magnolia, AR 71754	870-234-4190	14,328
Conway	#2 Bruce Street Morrilton, AR 72110	501-354-2418	10,560
Independence Processing Center	1095 White Dr. Batesville, AR 72501	870-793-0666	13,166
Mississippi	1104 Byrum Road Blytheville, AR 72315	870-763-7093	19,187
Ouachita	222 Van Buren St. NW Camden, AR 71711	870-836-8166	21,630
Randolph	1408 Pace Rd. Pocahontas, AR 72455	870-892-4475	8,103

DHS, at its sole discretion, reserves the right to request services for additional DHS divisions and locations.

2.2 SERVICE DELIVERY LOCATION

All services **must** be provided after normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with DHS. Normal state work hours for County Offices are 8:00 a.m. to 4:30 p.m. CST, Monday through Friday. Contractor **shall** give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.

2.3 MINIMUM QUALIFICATIONS

Contractor **must** meet the following requirements:

- A. Contractor **must** be registered to do business in the State of Arkansas and in good standing by the start of any resulting contract. Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request. The bidder **must** include a copy of all required licensure and certification documents in the bidder's response to this solicitation. See "Response Documents."
- B. Contractor(s) **shall** assign a supervisor to inspect the building at least once a week. Said supervisor **must** inspect the building once a week to ensure compliance with requirements in this solicitation. Contractor **must** provide the name, address, and telephone number of the supervisor in the space provided in the *Response Packet*, page 5.
- C. Prospective Contractor(s) **must** participate in a mandatory site visit for each building and see all areas that are to be cleaned unless bidding on new building, in which case, a set of plans will be available to bid from. Appointments must be made with the County Administrator or designee prior to any walkthrough and bidder must be accompanied by the County Administrator or their designee during the walkthrough. For verification purposes, Prospective Contractor must provide, with bid submission, the signed and completed Attachment J - Site Visit Verification Form.
- D. Contractor(s) **must** have experience providing janitorial services for a business for at least two (2) years. Prospective Contractor **must** provide the completed Attachment I - Client History Form with bid submission.

2.4 SOLICITATION CONFERENCE

- A. Prospective Contractors may attend a virtual solicitation conference. Attendance at the solicitation conference is non-mandatory.

Date/Time: December 11, 2024

Microsoft Teams Meeting Link:

<https://us02web.zoom.us/j/89008619300?pwd=MzqXBjZm1aRzemireW2K0CUdQf1lq.1>

Meeting ID: 890 0861 9300

Meeting Passcode: 912983

Dial-In Information: +1 646 931 3860

- B. The solicitation conference is for informational purposes. Nothing discussed during the solicitation conference will augment or change the specifications or terms and conditions of the solicitation, nor shall anything discussed during the solicitation conference be deemed binding or incorporated into the specifications or terms and conditions of the solicitation.

2.5 SCOPE OF WORK

Contractor **must** provide services in accordance with all applicable federal and state laws and regulations as well as Occupational Safety and Health Administration (OSHA) standards and guidelines.

A. Facility

1. Contractor(s) and/or contractor's staff shall not use telephones, installed equipment, or any other item, tangible, or intangible, considered to be the State's property. Contractor **shall** reimburse the State for the monetary value of such unauthorized use as determined by DHS phone bills or other documented evidence.
2. Contractor and/or Contractor's staff shall not have visitors or children on location while providing janitorial services under a resulting contract.
3. All DHS facilities are NON-SMOKING. No weaponry, including firearms, is allowed in facilities operated by DHS or any of its divisions.

B. Supplies

1. Contractor **shall** provide all equipment, cleaning supplies, and tools including, without limitation: brooms, mops, buffers, vacuums, etc. These items cannot be stored in DHS offices without written authorization from the DCO County Administrator. DHS is not liable for any articles, items, or effects stored by Contractor or its agents on DHS property.
2. Contractor **shall** be responsible for all janitorial supplies including, without limitation: two-ply facial quality toilet tissue, soap, white bleached paper towels for bathroom, break room, and kitchen, chemical disinfectants, wax, window cleaners, and waste receptacle liners.
3. Contractor **shall** only use Green Seal Certified cleaning products having little or no odor, fumes, fragrance, or perfumes to help create a healthy work environment for the occupants at each location and Contractor's janitorial staff.

C. Schedule

1. Service days **shall** be five (5) days per week after normal business hours: Monday, Tuesday, Wednesday, and Thursday; together with one (1) of the following days: Friday, Saturday, or Sunday. Unless otherwise instructed by DCO, Contractor **must** complete cleaning and quality requirements even if staff is in the building after normal business hours.
2. Contractor **must** respond to an emergency within two (2) hours of a request. The DCO County Administrator, or their designee, will determine what constitutes an emergency. An emergency request may be outside routine janitorial care.
3. Contractor **must** schedule all services that require prior scheduling with the County Administrator.
4. Contractor **shall** receive written approval from the County Administrator prior to making any variation in schedule or janitorial services specified in this IFB.

D. Staffing

1. Contractor **shall** provide all staffing and labor required to ensure janitorial services are met to fulfill the requirements of this IFB. Contractor shall not employ a current DHS employee to carry out services specified in this IFB.
2. Employees **must** dress in a respectable manner. All work **must** be accomplished by responsible adults.
3. Contractor's staff **must** always adhere to established safety and security protocols, including but not limited to DHS and local County Office protocols (to be provided during on-site inspection).

E. General Requirements

1. Contractor **must** provide the DCO County Administrator the names of all person(s) that will be actually cleaning the building and update the listing anytime changes are made. Contractor **must** notify the County Administrator within twenty-four (24) hours of any updates. Contractor **must** give the agency immediate notice of any anticipated delays that will affect the service requirement.
2. Contractor(s) and/or Contractor's staff **shall** take reasonable measures and precautions necessary to prevent non-DHS personnel from entering each location after 4:30 p.m. Central Time on business days for any reason, unless it is local fire, ambulance, or other emergency personnel.
3. Contractor(s) and/or Contractor's staff **shall** immediately report to DHS all situations having the potential to cause an emergency, such as those brought about by Contractor's staff, defective plumbing, unlocked doors, and fire hazards and **shall** immediately report all emergency situations, such as a fire, to the proper local authorities.
4. Contractor **must** contact the DCO County Administrator for each location that was successfully bid, within one (1) week of the notification of award.

F. Cleaning Requirements

1. Contractor **must** perform the following daily janitorial services:
 - a. Vacuum: Contractor **must** use a commercial or residential vacuum cleaner to remove debris and/or particles from carpeted areas including entrance carpets and rugs throughout the county office. Contractor **shall** keep carpets and rugs clean and free from dust, dirt, and other debris. Prior to vacuuming, Contractor **must** move and vacuum under all easily movable objects (chairs, waste bins, etc.) and replace all items moved.
 - b. Mopping: Contractor **must** use a wet mop (cloth, dust, micro-fiber, wool, cloth strip, etc.) to clean debris from the floor surface. Contractor **must** use the appropriate floor cleaners on surfaces. Floors **must** be clean and free of dirt, water streaks, mop marks, strings; properly rinsed, and present an overall appearance of cleanliness. Baseboards, walls, furniture, and equipment must in no way be splashed, disfigured, or damaged during mopping.
 - c. Sweeping: Contractor **must** use appropriate sweeping device, such as straw brooms, electric brooms, and/or dust mops to remove debris and/or particles from floors other than carpeted areas. Corners, under furniture, behind doors, stairwells, and entrances must be swept.
 - d. Mirrors and Glass: All interior glass windows, glass panels, and exterior glass windows **must** be cleaned with the appropriate glass cleaning product solutions and cloth. There must not be any streaks or cloth residue visible. Contractor **shall** thoroughly clean all glass and mirrors using an approved alcohol-based glass cleaner. A squeegee may be used as needed.
 - e. Dusting: Contractor **must** dust all surfaces including corners, crevices, moldings, and ledges to remove dust streaks, oil, cobwebs, dirt, debris, spots, and smudges on dusted surfaces. Contractor **must** use appropriate dusting products; solution cleaners must be used for surfaces. Dusting devices must be appropriate for the surface receiving dusting. E.g., Soft dusting cloth, feather duster, pre-treated dusting cloth, micro-fiber cloth, etc. Dusting devices must not scratch or cause damage to areas. Streaks or cloth

residue must not be visible. Desks, tables, chairs, all fixtures, ledges, edges, shelves, exposed pipes, door frames, office partitions, defibrillator boxes, storage areas, tops of file cabinets, etc. must be dusted. Areas not cleared by office occupants must not be dusted. Do not dust any controls or computer screens.

- f. Trash Disposal: Trash debris **must** be removed from all trash receptacles and placed in outside dumpsters. All trash **must** be bagged and tied. Replace liners when they become soiled or torn.
- g. Recycle Bins: Recycle bins that are full or substantially full **must** be gathered from throughout the county office.
- h. Sanitize: Contractor **must** sanitize all areas with appropriate cleaner. Devices used must not leave any streaks or cloth residue visible.
- i. Appliances: Contractor **must** clean all fixtures and appliances such as microwaves, refrigerators, toilets, etc.
- j. Bathrooms: Contractor **must**:
 - i. Sweep and wet mop utilizing a disinfectant cleaner.
 - ii. Clean all fixtures, including metal and chrome, toilets, urinals, washbasins, mirrors, waste receptacles, dispensers, counters, and wall surfaces, utilizing a germicide cleaner-disinfectant.
 - iii. Raise and clean toilet seats.
 - iv. Prior to building occupants' official start time, empty waste receptacles, stock paper towels, soap, toilet paper, and seat cover dispensers, where applicable. Empty, clean, and disinfect, with a germicidal disinfectant, all sanitary napkin receptacles; replace used bags with new ones.
 - v. With the use of rubber gloves, collect soiled bags in separate containers for disposal. All trash placed outside in dumpsters **must** be bagged and tied.
 - vi. Spot-clean other surfaces and dust horizontal surfaces.
- k. Room Cleaning: Contractor **must** clean all rooms within the facility. Room cleaning includes all office areas, file rooms, conferences rooms, kitchen/breakroom, and the corridor space adjacent to these areas.
 - i. If necessary or when requested, clean sinks and mirrors. Supply paper towels where dispensers are provided.
 - ii. In office areas, kitchen/break room, file rooms, conference rooms:
 - Dust with treated cloth horizontal surfaces that are readily available and visibly required dusting.
 - Do not remove or lift any papers from desks. Do not remove or lift any personal effects from shelves.
 - iii. Clean glass desktops
 - iv. Spot clean carpets as stains occur, removing all stains.

Notes: Working papers **must** not be disturbed.

- l. Main Entrances, Main Lobbies, and Main Corridors: Contractor **must**:
 - i. Sweep and/or vacuum full floor area. Clean all interior and exterior metal doorknobs, push bars, kick plates, railings, and other metal surfaces, clean and polish wood handrails, doors, and other wood surfaces, clean spots, and marks off walls.
 - ii. Dust all surfaces within approximately seventy inches (70") from the floor.
 - iii. Clean both sides of entrance glass and glass surrounding doors within reach.
 - iv. Clean drinking fountains
 - v. Sweep, vacuum, or clean entrance rugs/floor mats
 - vi. Caution signs **must** be used on wet surfaces
- m. Exterior Cleaning: Contractor **must** sweep entrances, landings, loading areas, steps, and sidewalks adjacent to entrances. Inspect and remove all trash, cans, bottles, and paper from sidewalks, parking lots, driveways, lawn, etc.
- n. General Requirements: Contractor **must** replace, as needed, or as may be requested by the County Administrator, inside light bulbs supplied by DHS and clean light covers.

2. Contractor **must** perform the following weekly janitorial services:
 - a. Spray and buff all resilient floors
 - b. Polish kick plates, push plates, and push rods on doors, handrails, doorknobs, and other metal surfaces.
 3. Contractor **must** perform the following monthly janitorial services:
 - a. Damp wipe the full surface area of all stall partitions, doors, window frames, sills, and wastepaper receptacles utilizing a multipurpose (disinfectant deodorizer) cleaner.
 - b. Dust and damp wipe both sides of all blinds.
 - c. Dust and/or spot clean all wall surfaces in building within approximately seventy inches (70") of floor in office areas, file areas, conference rooms, and kitchen/break room areas.
 - d. Sweep the full floor area of storage space.
 4. Contractor **must** perform the following semi-annual janitorial services:
 - a. Clean by dusting or vacuuming all objects in the facility approximately seventy inches (70") or more off the floor. This includes, but is not limited to, the wall and ceiling area adjacent to ventilating and air conditioner outlets, light covers, transoms, clocks, moldings around ceilings, tops of partitions, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, lockers, walls, draperies, etc. Damp wipe and dry high surfaces such as transoms, clock glass, picture frames and glass, smudged areas surrounding air grills, diffusers, etc.
 - b. Within the first ninety (90) days of the initial contract period and semi-annually thereafter, strip, seal, and apply appropriate floor finish to all hard floors. Water solutions will not be used on wood flooring.
 - c. Surfaces **shall** be slip resistant. Additional coats of finish may be required more or less frequently to meet quality requirements. Contractor **must** schedule floor cleanings with the County Administrator.
 - d. Shampoo and/or steam clean all carpets. Contractor **must** schedule shampoo and/or steam cleaning carpets with the County Administrator.
 - e. Windows and Glass: Within the first sixty (60) days of the initial contract start date, Contractor **must** wash both sides of all exterior building windows and glass. Both sides of all windows **must** be washed at the same time. Contractor **must** schedule all window and glass cleanings, which includes the initial cleaning, with the County Administrator.
 - f. The County Administrator reserves the right to request additional or different services be provided at different times.
- G. Quality Requirements
1. Carpet Spotting: Excessive buildup, spillage, or crusted material **shall** be removed along with spots, smears, spills, and stains. There **must** be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned areas **must** blend with adjacent areas of carpeting.
 2. Cleaning Drinking Fountains: The porcelain or stainless-steel surfaces must be clean and bright, and they must be free of dust, spots, stains, and streaks. Drinking fountains must be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.
 3. Cleaning and Polishing Wood Surfaces and Paneling: Wood surfaces and paneling shall be free of dirt, dust, streaks, spots, smudges, and residue.
 4. Cleaning Window Treatments (Blinds, Drapes, Curtains, etc.): Both sides of blinds slats shall be clean and free of dust and water spots. Cords and tape shall be clean.

5. Cleaning Wastebaskets: Wastebaskets shall be free of dust, debris, and residue. Plastic liners shall not be torn, worn, and/or contain residue.
6. Damp Mopping and Spray Buffing: Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces must be free of splashing and markings from the equipment. The finished area must have a uniform luster. "Caution Wet" signs must be used while mopping or buffing.
7. Damp-Wiping: All dirt, dust, water stains, spots, streaks, and smudges **must** be removed from the surfaces.
8. Dusting: There **must** be no oils, spots, and/or smudges on dusted surfaces caused by dusting tools.
9. Fixture Cleaning: Porcelain fixtures and metal surfaces, (washbasins, urinals, toilets, shower stalls, etc.) **must** be clean and bright; there **must** be no dust, spots, rust, green mold, encrustation, or excess moisture.
10. Glass and Mirror Cleaning: Glass and mirrors **must** be clean and free of dirt, streaks, watermarks, spots, and grime, and **must** not be cloudy.
11. High Cleaning: Surfaces must be clean and free of dust and grime. Where glass is present, both sides must be clean and free of streaks. All light covers must be clean and free of insects.
12. Metal Polishing: Metal surfaces must be free of smears, stains, and finger marks. They must be clean and bright, and polished to a uniform luster.
13. Policing Grounds and Sidewalks: Area must be free of all paper, trash, empty bottles, and other discarded materials.
14. Porcelain Ware Cleaning: Washbasins and metal piping shall be clean and bright; there must be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
15. Replace Light Bulbs: Light bulbs must be supplied by DHS. The light bulbs must be replaced with the same size bulb, as needed.
16. Servicing: All supplies must be provided, and dispensers filled. Waste receptacles must be emptied, cleaned, disinfected, and new bags inserted.
17. Shampooing Rugs and Carpets: Rugs and carpets must be clean and free of dirt, grime, stains, excessive buildup, and encrusted material.
18. Spot Cleaning: Smudges, marks, or spots must be removed without causing unsightly discoloration.
19. Stripping: All old finish or wax must be removed. There must be no evidence of gum, rust, burns, or scuffmarks. There must be no buildup in corners or crevices.
20. Sweeping, Wet Mopping, or Scrubbing: Area must be clean and free of dirt, trash, water streaks, mop marks, string, gum, grease, tar, etc. and present an overall appearance of cleanliness. No dirt must be left in corners, behind radiator, under furniture, or behind doors.
21. Vacuuming: Carpet surfaces must be vacuumed with cleaner equipped with brush or beater bars and be free of obvious dirt, dust, and other debris.
22. Waxing and Buffing: Walls, baseboards, and other surfaces must be free of wax and polish residue and marks from equipment. Floors must be free of streaks, mop strand marks, and skipped areas. The finished area **must** have a uniform luster without marks.
23. Window Washing: Washed glass **must** be clean and free of dirt, grime, streaks, and excessive moisture and must not be cloudy. Window sashes, sills, woodwork, and other surrounding areas of interior glass must be wiped free of drippings and other watermarks.

2.6 LOSS, DAMAGE, AND/OR DESTRUCTION OF PROPERTY

- A. Contractor **shall** be responsible for any loss, damage, and/or destruction to the State's property and the property of others due to the actions of Contractor's and/or subcontractor's staff.
- B. Contractor **shall** reimburse DHS within seven (7) business days for all losses, damages, and/or destruction to the State's property and to the property of others due to the actions of Contractor's and/or subcontractor's staff. DHS reserves the right to determine the cost of the damage.
- C. Contractor **shall** repair, correct, replace, or bring to the same condition as prior to cleaning all damage resulting from misused products or from the use of products not recommended for locations being serviced.
- D. Contractor and Contractor's employees **shall** take all reasonable measures and precautions necessary to prevent the unauthorized use, pilferage, or removal of items from State property.

2.7 PERFORMANCE STANDARDS

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

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

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

3.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to: DHS.DCOInvoicesMailBox@dhs.arkansas.gov.
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services. Payment will be made only after vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- C. Vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.
- D. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

3.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- C. The State **shall not** continue a contract once any equipment has been repossessed.
- D. The law of the State of Arkansas **shall** govern this contract. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 - 1. The right to possession.
 - 2. The right to accrued payments.
 - 3. The right to expenses of deinstallation.
 - 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - 5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- G. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- H. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
 - 1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss.
 - 2. The contract has required the State to carry insurance for such risk.

3.3 CONDITIONS OF CONTRACT

- A. Vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to, the execution of a resulting contract which in any manner affect the completion of the work.

- B. Vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of vendor.
- C. Contractor agrees to the Performance-Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, Organizational or Personal Conflict of Interest policy as presented in Attachment G, and Combined Certifications in Attachment H.

ALL VENDOR STAFF MAY BE MANDATED REPORTERS UNDER STATE AND FEDERAL MANDATES

3.4 STATEMENT OF LIABILITY

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

3.5 PERFORMANCE BONDING

- A. Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:
 1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the State's protection. Such performance bond must be provided to DHS prior to signing the contract.
 2. The State **shall** require additional performance bond protection when a contract price is increased or modified. The additional performance bond **must** be delivered to the DHS Chief Procurement Officer within fourteen (14) calendar days of request.
 3. Contractor **shall** notify the State of any changes, modifications, or renewals of the performance bond during the contract term. The performance bond documentation **must** be provided to the State with each required notice.
 4. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.

3.6 RECORD RETENTION

- A. Vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and as specified by the State of Arkansas Law. Upon

request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.

B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. Other sections of this *Bid Solicitation* may contain additional requirements regarding record retention.

3.7 PRICE ESCALATION

Price increases will be considered at the time of contract renewal. Vendor **must** provide to OP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP **shall** have the right to require additional information pertaining to the requested increase. Increases **shall not** be considered to increase profit or margins. OP **shall** have the right to approve or deny the request.

3.8 CONFIDENTIALITY

A. Vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information which they may become aware of while providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.

C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

3.9 CONTRACT INTERPRETATION

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

3.10 CANCELLATION

A. For Cause. The State may cancel this contract for cause when Contractor fails to perform its obligations by giving Contractor written notice specifying the terms of cancellation at least thirty (30) days prior to the proposed cancellation date. In any written notice of cancellation for cause, the State will advise Contractor of the reasons for cancellation and may provide Contractor an opportunity to cure the identified deficiencies prior to the proposed cancellation date. The parties may agree to reasonable contract modifications to avoid cancellation for cause to the extent permitted by law.

B. For Convenience. The State may cancel any contract resulting from the solicitation by giving Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.

C. If upon cancellation, Contractor has provided commodities or services which the State has accepted, and there are no funds legally available to pay for the commodities or services, Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims.

3.11 SEVERABILITY

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

SECTION 4 – STANDARD TERMS AND CONDITIONS

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

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** *Original Bid Packets must* be submitted to OP on or before the deadline for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind the firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty (30) days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractors **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand, or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require Contractor to supply additional descriptive material. Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternative to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship, and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by Contractor, such items **shall** function properly when installed. Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. Contractor's obligations under this paragraph **shall** survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with Contractor's name and address, bid or contract number, and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used, and the reasonable cost of the testing **shall** be borne by Contractor.
10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. **AWARD:** *Term Contract:* A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. *Firm Contract:* A written State purchase order authorizing shipment will be furnished to the successful Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. OP **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by Contractor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of OP. Delivery **shall** be made during agency work hours (8:00 a.m. to 4:30 p.m. Central Time) unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize OP to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. Contractor **must** give written notice to OP and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** Contractor **shall** be paid upon completion of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*; (2) delivery and acceptance of the commodities; and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data, or any other commodity furnished to Contractor hereunder or in contemplation hereof or developed by Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at Contractor's expense to the F.O.B. point provided by the agency or OP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission, which **shall** have exclusive jurisdiction over all claims that Contractor may have arising from or in connection with this Agreement. Unless Contractor's obligations to perform are terminated by the State, Contractor **shall** continue to provide the Services under this Agreement even if Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation Contractor has provided services which the State has accepted, Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977 relating to unfair employment practices, Contractor agrees that: (a) Contractor **shall not** discriminate against any employee or applicant for employment

because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated, or suspended in whole or in part; (e) Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.

25. **CONTINGENT FEE:** Contractor guarantees that no one has been retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by Contractor for securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
27. **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 DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING**

Pursuant to Ark. Code Ann. § 19-11-267 et seq., the selected contractor shall comply with performance-based standards. Following are the performance-based standards that will be a part of the contract and which with contractor must comply for acceptable performance to occur under the contract.

- I. Contractor must comply with all statutes, regulations, codes, ordinances, licensure, and certification requirements applicable to contractor, contractor's agents, employees, and the contract subject matter. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, contractor agrees to indemnify and hold harmless the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of contractor's performance or lack of performance.
- III. During the contract term, the Division/Office will complete sufficient performance evaluations to determine if contractor's performance is acceptable. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
- IV. The State shall have the right to modify, add, or delete Performance Standards throughout the contract term, should the State determine it is in its best interest. Any changes or additions to Performance Standards will be made in good faith following acceptable industry standards and may include vendor's input so as to establish reasonably achievable standards.
- V. The contract program deliverables and performance indicators to be performed by contractor are:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Facility and Staff</p> <p>Contractor shall provide all staff and labor required to ensure janitorial services are met to fulfill contract requirements.</p> <p>Contractor must notify the County Administrator immediately (within twenty-four (24) hours at the latest) of any updates anticipated delays that will affect the service requirement.</p> <p>Contractor's staff must take reasonable precautions to prevent anyone (except emergency responders) from entering the service location after 4:30 p.m. CT on business days for any reason.</p> <p>Immediately report to DHS all situations having the potential to cause an emergency, such as those brought about by Contractor's staff, defective plumbing, unlocked doors, and fire hazards. Report all emergencies in progress directly to 911.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <ul style="list-style-type: none"> • Contractor's staff adhere to established safety and security protocols • No unauthorized use of State Property • No smoking except in designated smoking area(s). • No visitors or children in the facility while providing janitorial services • No weaponry, including firearms in the facility 	<p>1st Incident (not applicable to weaponry and firearms): A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident (not applicable to weaponry and firearms): Contractor shall reimburse the State for the monetary value of any unauthorized use.</p> <p>A five percent (5%) penalty will be assessed in the following months' payment to Vendor for each thirty (30) day period Vendor is not compliant with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is compliant, maintaining a below standard Vendor Performance Report (VPR) in the vendor file, and contract termination.</p>
<p>Supplies</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <ul style="list-style-type: none"> • Contractor will provide all equipment, cleaning supplies, and tools • Contractor will use cleaning products with little 	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Vendor for each thirty (30) day period Vendor is not compliant with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	<p>or no odor, fumes, fragrance, or perfumes</p>	<p>the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Schedule</p> <p>Services are provided five days per week (Monday, Tuesday, Wednesday, and Thursday) after normal business hours and either Friday, Saturday, or Sunday.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <ul style="list-style-type: none"> Respond to emergencies within two (2) hours of request. Receive written approval from County Administrator prior to making any variation in schedule or janitorial services. 	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Vendor for each thirty (30) day period Vendor is not compliant with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Cleaning Requirements</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <ul style="list-style-type: none"> Provide all daily, weekly, monthly, quarterly, semi-annual, and annual janitorial services as 	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Vendor for each thirty (30) day period Vendor is not compliant with all contract requirements. The five percent (5%) penalty will be</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	<p>specified or requested by DHS.</p>	<p>calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Quality Requirements</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <ul style="list-style-type: none"> Contractor shall provide quality service to the satisfaction of DHS. 	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Vendor for each thirty (30) day period Vendor is not compliant with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Loss, Damage, and/or Destruction of Property</p> <p>Contractor shall be responsible for any loss, damage, and/or destruction to the State's property and the property of others due to the actions of Contractor's and/or subcontractor's staff.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <ul style="list-style-type: none"> Repair, correct, replace, or bring to the same condition 	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: Contractor will reimburse DHS within seven (7) business days for all loss, damage, and/or destruction to State property. Contractor will reimburse DHS for the monetary value,</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	<p>prior to cleaning all damage resulting from misused products or from the use of products not recommended for locations being serviced.</p> <ul style="list-style-type: none"> • Take reasonable measures and precautions to prevent unauthorized use, pilferage, or removal of items from State property. 	<p>as determined by DHS' phone bills or other documented evidence of unauthorized use, pilferage, or removal of items belonging to the State, common areas, and/or tenant's offices.</p> <p>DHS reserves the right to impose additional penalties including, without limitation, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Mandated Reporting Pursuant to Ark. Code Ann. §§ 12-18-402 (b)(10) and 12-12-1708(a)(1)(AA), Contractor and all its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect that:</p> <ol style="list-style-type: none"> a. A child has been subjected to child maltreatment; b. A child died as a result of child maltreatment; c. A child died suddenly and unexpectedly; or d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. <p>or</p> <ol style="list-style-type: none"> e. An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment. <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>For each failure to report, DHS may impose:</p> <ol style="list-style-type: none"> 1. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total months' payment in which the deficiency took place; or 2. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount, as determined by DHS. <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>DHS reserves the right to impose additional penalties including without limitation, requiring a CAP, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §§ 12-18-402(b)(10) and 12-12-1708(a)(1)(AA), Contractor and its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p>		
<p>Conflict of Interest Mitigation</p> <p>Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. Vendor shall disclose all actual, apparent, or potential conflicts of interest to DHS within five (5) days of having knowledge of them. Vendor shall develop a mitigation plan which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) for each actual, apparent, or potential conflict of interest it fails to disclose.</p> <p>Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p>Transition Planning</p> <p>Ninety (90) days prior to the contract end date, vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any</p>	<p>Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If Vendor fails to meet the acceptable performance standard, DHS may issue a below standard VPR maintained in the vendor file. Final payment may be withheld from vendor until all elements of the transition are satisfied as determined by DHS.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>		
<p>Arkansas Freedom of Information Act (FOIA) (Ark. Code Ann. §25-19-101 et seq.):</p> <p>Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil a FOIA request.</p> <p>Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</p> <p>Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. § 25-19-103(7)(A).</p> <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. § 25-19-101 et seq. for specific requirements. For all FOIA requests received, Contractor shall also notify DHS of the request at DHS.FOIA@arkansas.gov.</p>	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<p>For each failure to meet the performance standard, DHS may impose:</p> <ul style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount, as determined by DHS. <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and accurately provide the requested information and documents.</p> <p>DHS reserves the right to impose additional penalties including without limitation, requiring a CAP, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In the event a Performance Standard is not met, vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of vendor that hindered the performance of services if it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

ⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

ⁱⁱ The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

ATTACHMENT D

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. Vendor acknowledges acceptance and agreement to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS through submission of respondent's proposal.

PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas, and the rights and remedies of the parties hereunder shall be determined in accordance with Arkansas law. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required OR Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)

*Reimbursement Method: (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement **Payment Limitations: (Select from the following) Quarterly Cumulative; Monthly Cumulative; None ***Matching Requirements: The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs

covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions. Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including convenience, unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- ☐ Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- ☐ Place no further orders or enter in any additional subcontracts for services,
- ☐ Terminate all orders and subcontracts to the extent that they relate to the performance of work

- terminated by the Notice of Termination,
- ☐ Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
 - ☐ With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
 - ☐ Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
 - ☐ Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
 - ☐ Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- ☐ The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- ☐ There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of

its obligations hereunder, or the validity or enforceability of this Contract.

- ☐ All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- ☐ The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for delay in performing under the contract if the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

Confidentiality of Information

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-110-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for

six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that 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 the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services
Office of Policy & Legal Services Audit Section
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- ❑ Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- ❑ Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- ❑ Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- ❑ Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- ❑ The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations

If any provision of the Contract (including items incorporated by reference) is declared or found to

be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

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

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically

amended to comply with the newly enacted statute or regulation as of its effective date.

Accessibility Act 1227 of 1999

TECHNOLOGY ACCESS: When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- ☐ Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- ☐ Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- ☐ After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- ☐ Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- ☐ Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- ☐ Integrating into networks used to share communications among employees, program participants, and the public; and
- ☐ Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar

state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, and then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

Employee Background Requirements

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq.*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq.*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/ employee shall be immediately disqualified.

Prohibition Against Contingent Fees

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 or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

P.O. Box 5549

(address)

NORTH LITTLE ROCK, AR 72119

Attention:

TIFFANY FLOCK

(Name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

DHS Office of Procurement

Attention: Sarah Cunningham, CPO
618 N Main St
Little Rock, AR 72203-1437

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

- ☐ are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- ☐ where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- ☐ Employment;
- ☐ Promotion;
- ☐ Demotion or transfer;
- ☐ Recruitment or recruitment advertising;
- ☐ Layoff or termination;
- ☐ Rates of pay or other forms of compensation; and
- ☐ Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

Contract #: _____



STATE OF ARKANSAS SERVICES CONTRACT

Contract #		Federal ID#	
Service Type		Procurement Method	

- 1. Contracting Parties.** State of Arkansas is hereinafter referred to as the Department and contractor is herein after referred to as the Contractor.

Department No. & Name	0710 - Arkansas Department of Human Services
Division	Choose Division or Office

Contractor Name			
Contractor Address			
Contractor Number		Minority/Women Owned Business	<input type="radio"/> Yes <input checked="" type="radio"/> No

- 2. Objectives, Scope, and Performance.** Identify, in reasonable detail, the objectives and scope of the contractual agreement and the methods the Department will use to determine whether the objectives of the contract (Contract) have been achieved. If space below is insufficient it may be supplemented with Attachment 4.

- 3. Term Dates.** The original term (**Original Term**) of the Contract shall commence on _____, and shall continue until _____, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Ark. Code Ann. § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.

Contract #: _____

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than _____(mm/dd/yyyy).

4. **Contractor's Performance Obligations.** Contractor, for the duration of the Contract and as consideration for the Department's payment as set forth below, shall provide the following to the Department:

The parties agree that this paragraph 4 of the Contract, and any incorporated attachment, fully sets forth the Contractor's performance upon which the Department's obligation to pay the Contractor is conditioned. (if the space provided is not enough to fully specify the Contractor's duty to perform and to identify the standards of satisfactory performance, the Contractor's covenant to perform must be set forth in Attachment 5 hereto, Performance Details, the terms of which, if any, are incorporated herein by reference.)

5. **Department's Payment Obligations.** Department, as consideration for the Contractor's satisfactory performance of the Contractor's Performance Obligations, as set forth above, shall pay the Contractor as follows:

The parties agree that this paragraph 5 of the Contract, and any incorporated attachment, fully sets forth all applicable rates, fees, charges, costs (transportation, per diem, subsistence, out-of-pocket allowances, and any other costs that may apply), and items for which the Contractor is entitled to payment under the Contract as consideration for Contractor's satisfactory performance of its obligations under the Contract. The Department shall not pay Contractor except as set forth. The parties also agree that the method(s) of determining the amount of payment corresponding to the Contractor's satisfactory performance is/are set forth in this paragraph 5 such that the total payment owed under the Contract can be determined by

Contract #: _____

reference thereto. (If the space provided is not enough to fully set forth the information needed to determine proper compensation owed by the Department for Contractor's satisfactory performance under the Contract, that information must be set forth in Attachment 2, Calculation of Compensation, the terms of which, if any, are incorporated herein by reference.)

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of the **Original Term**, and (b) the corresponding compensation identified in paragraph 5; the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Original Term is: _____ (**Initial Contract Amount**).

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of its **Total Possible Term**, and (b) the corresponding compensation identified in paragraph 5, the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Total Possible Term is: _____ (**Total Projected Contract Amount**).

If either the **Total Projected Contract Amount** or the amount the Department may be obligated to pay the Contractor in any given year of the **Original Term**, or the **Total Possible Term** of the Contract meets or exceeds the threshold of Ark. Code. Ann. § 19-11-265, the Contract shall be submitted for legislative review prior to its effective date.

6. **Terms and Conditions of Solicitation Incorporated and Order of Precedence.** The parties agree that the agreement in this Contract memorializes and incorporates by reference any and all written representations, warranties, terms, and conditions, set forth in the underlying solicitation document and the bid or proposal that became the basis of the Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless expressly amended hereby.

Accordingly, the provisions of this memorialization of the Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this memorialization and the specific provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

- A. This Contract, as may be amended in writing by the parties;
- B. The solicitation _____ (Solicitation number) including all Addenda;
- C. Contractor's response to the solicitation.

7. **Termination & Cancellation Clauses.**

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

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

- B. **For Convenience.** The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.

- C. **For Cause.** The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30)

days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

8. Non-negotiable Governing Law and Venue.

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

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

10. Non-negotiable Intergovernmental/Cooperative Use. In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

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

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase

agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

12. Compliance. The Contractor shall ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:

- A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement

Law related to the content and review of the Contract; and

B. Subject to the relevant ethical provisions of § 19-11-701 et seq.

- 13. Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.
- 14. Assignment/Subcontracting.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.
- 15. Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to Ark. Code Ann. § 19-11-265.
- 16. Records.** Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.
- 17. Non-waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. Severability.** If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.
- 19. Attachments.**
1. Certification of Contractor
 2. Calculation of Compensation, as applicable;
 3. Source of Funds
 4. Objectives, Scope, and Performance Standards, as applicable; and
 5. Performance Details, as applicable
 6. Additional Attachments as applicable
 - A.
 - B.
 - C.

Contract #: _____

20. Notices.

- A. Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for the purposes of this section.
- B. Receipt of Notice.** A notice given under this Contract will be effective on
- i. the other party's receipt of it, or
 - ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.
- C. Issuance of Notice.** All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

Contact #1 – Department Representative submitting/tracking this contract

Name

Title

Telephone#

Email

Contact #2 - Department Representative with knowledge of this project (for general questions and responses)

Name

Title

Telephone#

Email

Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)

Name

Title

Telephone#

Email

Contract No: _____

21. Technology Access. If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software ("Information Technology"), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Division of Information System, which standards can be found at <https://www.dfa.arkansas.gov/images/uploads/procurementOffice/technologyAccessClause.pdf> and are included herein by reference, as applicable.

22. SIGNATURES

DEPARTMENT SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE DEPARTMENT UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided in Section 3 above.

CONTRACTOR AUTHORIZED SIGNATURE

DEPARTMENT AUTHORIZED SIGNATURE

Printed Name

Printed Name

Title

Title

Address

Address

Signature

Signature

Date

Date

Attachment #1

CERTIFICATION OF CONTRACTOR

Sections A, B and C apply to all service contracts. Sections D and E apply to Professional and Consulting Services contracts only.

A. "I, _____
(Contractor) (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of the State of Arkansas will receive any personal, direct or indirect monetary benefits as a result of the execution of this contract that would violate the law." Where the Contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts Contractor has with any other state government entities. (Not applicable to contracts between Arkansas state departments. If no contracts or subcontracts, please put "Not applicable" or "None.")

C. Is Contractor currently engaged in any legal controversies with any state agencies or representing any clients engaged in any controversy with any Arkansas state department? If no controversies, please put "Not applicable" or "None.")

D. Contractor shall list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the State at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the departments and the persons listed below.

Name	Address	Relationship

CERTIFICATION OF CONTRACTOR CONT'D

E. The State has no managerial responsibilities over the Contractor or Contractor's employees. In carrying out this contract, Contractor understands and represents that there is no employment relationship between the contracting parties.

F. By checking the box below, the Contractor certifies that Contractor: (1) does not boycott Israel and shall not boycott Israel during the aggregate term of the corresponding Contract.

☐ Contractor does not and shall not boycott Israel

Contract #: _____

Attachment #2

Calculation of Compensation

Calculation of Compensation (for Professional & Consulting Service Contracts Only):

- A. In the table below, provide the various levels of expertise, the number of personnel for each level, the compensation rate, and total for each level, as applicable.

Level of Personnel	Number	Compensation Rate	Total for Level
TOTAL COMPENSATION EXCLUSIVE OF EXPENSE REIMBURSEMENT(S)			\$ 0.00

- B. In the table below, provide any allowable reimbursable expenses, estimated rates, and a total for each level.

Reimbursable Expense Items (Specify)	Estimated Rate of Reimbursement	Total
TOTAL REIMBURSABLE EXPENSES		\$ 0.00

Total compensation inclusive of expense reimbursement: _____ **\$ 0.00**

Annual Contract Amount: _____

Calculation of Services and Commodities (for Technical & General Service Contracts Only):

- A. In the table below, as applicable, provide the various services to be rendered, the quantity, cost per item, and total cost.

Services	Quantity	Cost Per Item	Total Cost
TOTAL SERVICES			\$ 0.00

- B. In the table below, as applicable, provide the various commodities, quantity, cost per item, and total cost

Commodities	Quantity	Cost Per Item	Total Cost
TOTAL COMMODITIES			\$ 0.00

Total services inclusive of commodities: _____ **\$ 0.00**

Annual Contract Amount: _____

Contract #: _____

Attachment #3

Source of Funds

Source of Funds the Department intends to draw on. This is provided for informational purposes only. It is required under Arkansas Procurement Law and is not a performance obligation of the Department or an unconditional promise to pay from the sources identified.

Fund Source	Identify Source of Funds *	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
					%
					%
					%
					%
					%
					%
TOTALS				\$ 0.00	0.00 %

Identify whether State general revenue funds (GRF), special revenue funds (SRF), federal funds (FED), or other public funds (Other) are the source. Identify each specific source of SRF, such as special taxes or fees, in the "Identify Source of Funds" column. Similarly, if Other public funds, such as tobacco funds, general improvement funds, etc., are being used to pay the Contractor, these should be specified in the "Identify Source of Funds" column.

BUSINESS ASSOCIATE AGREEMENT

Arkansas Department of Human Services, Choose Division or Office

(**"Covered Entity"**)

and

(**"Business Associate"**) enter into this Business Associate Agreement (**"BAA"**) as of (**"Effective Date"**).

Covered Entity and Business Associate agree that under entered into by Covered Entity and Business Associate (the **"Agreement"**), Business Associate provides services for or on behalf of Covered Entity that may involve access to PHI (as defined below) and that, as such, the parties agree as follows:

I. DEFINITIONS

Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings ascribed by HIPAA and ARRA, as each may be amended from time to time.

- A. **"ARRA"** means the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations.
- B. **"Breach"** means the actual or reasonably suspected acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI.
- C. **"Breach Notice Rule"** means the federal breach notification regulations issued pursuant to ARRA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- D. **"Compliance Date"** means, in each case, the date by which compliance is required under the referenced provision of ARRA's or HIPAA's implementing regulations, as applicable.
- E. **"Discovery"** means the first day on which Business Associate, or any workforce member, agent, or Subcontractor of Business Associate, knows, or, by exercising reasonable diligence would have known, of a Breach.
- F. **"Encrypt"** means to use an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, which process conforms to NIST Special Publications 800-111, 800-52, 800-77, or 800-113, as appropriate, or that is otherwise validated against the Federal Information Processing Standards (FIPS) 140-2.
- G. **"ePHI"** means PHI as defined below, which is transmitted or maintained in electronic media.
- H. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.
- I. **"PHI"** means Protected Health Information, as defined in 45 C.F.R. § 160.103, limited to the Protected Health Information received from, or received, created, or accessed on behalf of, Covered Entity.
- J. **"Privacy Rule"** means the federal privacy regulations issued pursuant to HIPAA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- K. **"Security Incident"** means the successful unauthorized access, Use, Disclosure, modification or destruction of ePHI or interference with system operations in an information system. Unsuccessful attempts to breach security, including pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of PHI, shall not be deemed Security Incidents. However, more than 20 unsuccessful attempts or other patterns of successive attempts, that are not individual deemed Security Incidents in themselves shall be considered Security Incidents due to the number or pattern of such events.

- L. **"Security Rule"** means the federal security regulations issued pursuant to HIPAA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- M. **"Subcontractor"** means Business Associate's subcontractors and agents that create, receive, maintain or transmit PHI for the purpose of performing any of Business Associate's obligations under the Agreement.

II. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

- A. Business Associate shall provide relevant training on HIPAA and the requirements of this agreement to all persons accessing PHI or ePHI. The training materials and records shall be provided to the covered entity upon request.
- B. Business Associate shall implement and use appropriate Technical, Physical and Administrative Safeguards to reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI and to prevent Use or Disclosure of PHI, other than as permitted by this BAA.
- C. Business Associate shall, within the earlier of the Compliance Date or 90-days from the Effective Date, comply with all applicable provisions of the Security Rule. The Business Associate shall conduct a risk assessment to evaluate compliance with the Security Rule and shall, at the request of the Covered Entity, provide a written attestation acknowledging completion and communicating the results of the risk assessment.
- D. Business Associate shall Encrypt all transmissions of ePHI and all portable media or storage devices on which ePHI may be stored, including laptops, back-up media, CDs, or USB drives.
- E. Within 30-days after receiving a written request from Covered Entity, make available information necessary for Covered Entity to make an accounting of disclosures of PHI about an Individual, as provided in 45 C.F.R. § 164.528; and in accordance with 42 U.S.C. § 17935(c) and its implementing regulations as of the Compliance Date, make that accounting directly to the Individual if directed to do so by Covered Entity.
- F. At the request of Covered Entity and in the time, manner, and form designated by Covered Entity, not to exceed 15-days, provide access to PHI in a Designated Record Set to Covered Entity or, if directed by Covered Entity, to an Individual or to a recipient designated by the Individual, in accordance with the requirements of 45 C.F.R. § 164.524. Business Associate shall not charge Covered Entity or any Individual any fee associated with the production of PHI in accordance with this section that exceeds fees described at 45 C.F.R. § 164.524.
- G. Make available PHI in a Designated Record Set, no more than 30-days following receipt of a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.
- H. Business Associate shall notify Covered Entity, in writing, no more than 3-days following Business Associate's receipt directly from an Individual of any request for an accounting of disclosures or access to or amendment of PHI as contemplated in Sections II (D) (E) or (F), above.
- I. Business Associate shall require each Subcontractor to agree, in writing, to the same restrictions and conditions that apply to Business Associate. Furthermore, to the extent that Business Associate provides ePHI to Subcontractor, Business Associate shall require Subcontractor to comply with all applicable provisions of the Security Rule upon the earlier of the Compliance Date or 90-days from the Effective Date. If Subcontractor is not subject to the jurisdiction or laws of the United States, or if any use or disclosure of PHI in performing the obligations under this BAA or the Agreement will be outside of the jurisdiction of the United States, Business Associate must require Subcontractor to agree by written contract with Business Associate to be subject to the jurisdiction of the Secretary, the laws, and the courts of the United States, and waive any available jurisdictional defenses that pertain to the parties' obligations under this BAA, HIPAA, or ARRA.

- J. Business Associate shall not Use or Disclose PHI except as necessary to perform its obligations under the Agreement or as otherwise required by this BAA, provided that such Use or Disclosure is permitted by applicable law and complies with each applicable requirement of 45 C.F.R. § 164.504(e).
 - 1. In compliance with 45 C.F.R. § 164.502(b)(1), as of its Compliance Date or no more than 90-days following the Effective Date, whichever is earlier, Business Associate shall request, Use, and Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use, or Disclosure.
 - 2. Business Associate shall not use PHI to make or cause to be made any communication that would constitute Marketing.
- K. Without unreasonable delay, and in any event, no more than 24-hours after Discovery, Business Associate shall notify Covered Entity of any Breach, Use or Disclosure of PHI not permitted under this BAA, or any Security Incident. Business Associate shall deliver the initial notification of such Breach, in writing, which must include a reasonably detailed description of the Breach and the steps Business Associate is taking and would propose to mitigate or terminate the Breach. Furthermore, Business Associate shall supplement the initial notification, no more than 5 calendar-days following Discovery, with information including the identification of each individual whose PHI was or is believed to have been involved; a reasonably detailed description of the types of PHI involved, and written updates every 5 calendar-days until the event has been concluded; all other information reasonably requested by Covered Entity, including all information necessary to enable Covered Entity to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart D; and all other information necessary for Covered Entity to provide notice to individuals, the U.S. Department of Health & Human Services ("HHS"), or the media, if required. Despite anything to the contrary in the preceding provisions, in Covered Entity's sole and absolute discretion and in accordance with its directions, Business Associate shall conduct, or pay the costs of conducting, an investigation of any Breach and shall provide or pay the costs of providing any notices required by the Breach Notice Rule or other applicable law.
- L. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate that is not permitted by this BAA.
- M. Business Associate shall make available to HHS its internal practices, books, and records, relating to the Use and Disclosure of PHI pursuant to the Agreement for purposes of determining Business Associate's and Covered Entity's compliance with the Privacy Rule.
- N. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI.
- O. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
- P. Business Associate shall provide contact information for one primary person and one secondary person in Appendix A. Any changes in the contact information shall be forwarded to the Covered Entity.
- Q. The Business Associate shall respond in writing within 10 business days to the Covered Entity's request(s) to attest to the Business Associate's compliance with the Privacy Rule, the Security Rule, and the Responsibilities of the Business Associate as specified in this BAA. The Business Associate shall make available to the Covered Entity its internal practices, books, and records, relating to the Use and Disclosure of PHI as necessary to substantiate the attestation of compliance.

III. RESPONSIBILITIES OF COVERED ENTITY

Covered Entity shall notify Business Associate, in writing, of an Individual's request to restrict the Use or Disclosure of such Individual's PHI, any limitations in Covered Entity's Privacy Notice relevant to Business Associate's performance of its obligations under this BAA or the Agreement, or any revocation by an Individual of authorization to Use or Disclose PHI.

IV. TERM, TERMINATION AND DAMAGES

- A. This BAA is effective as of the Effective Date and terminates when Business Associate and its Subcontractors no longer have access to PHI, and when all of the PHI in Business Associate's possession, inclusive of PHI in the possession of Business Associate's Subcontractors, has been returned or destroyed, unless earlier terminated in accordance with Sections IV(B) through (C) of this BAA.
- B. Upon Covered Entity's determination of a breach of a material term of this BAA by Business Associate, Covered Entity may terminate this BAA. As of the Compliance Date of 45 C.F.R. § 164.504(e)(1)(iii), if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this BAA, the non-breaching party will provide notice thereof to the other party. Such notice must clearly specify the nature of the breach or violation. Each party must take reasonable steps to cure the breach or end the violation. If after 30-days or such longer time specified in writing by the non-breaching party, the non-breaching party reasonably determines that such steps are unsuccessful in curing the breach or ending the violation, the non-breaching party may terminate this BAA and the Agreement, if feasible. In the event that termination is not feasible, the non-breaching party shall report the problem to HHS.
- C. Except as provided below, Business Associate shall return or destroy all PHI, including all PHI in possession of its Subcontractors, immediately following the termination or expiration of this BAA. However, in the event that Business Associate is legally obligated to retain such PHI, Business Associate may do so provided that:
 - 1. Business Associate notifies Covered Entity of such legal obligation, in writing, immediately upon Business Associate's notice of such legal obligation, which such writing must describe in detail the legal obligation;
 - 2. Business Associate extends all protections, limitations, and restrictions contained in this BAA to Business Associate's Use or Disclosures of any PHI retained after termination or expiration of this BAA;
 - 3. Business Associate limits any further Use or Disclosures solely to satisfying such legal obligation for which it has provided Covered Entity with written notice in accordance with Section IV(C)(1), above.
 - 4. Business Associate returns or destroys all PHI when such legal obligation has been fulfilled or has concluded.
- D. In addition to any damages recoverable under this BAA, the parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action, or other inquiry.

V. INDEMNIFICATION

Business Associate shall indemnify Covered Entity, its owners, employees and representatives in the event Business Associate's performance or failure to perform under this BAA has given rise to liabilities, costs, damages, and losses (including attorneys' fees) reasonably and properly incurred by Covered Entity in connection with any actual, threatened, or pending, civil, criminal, or administrative cause of action, claim, inquiry, investigation, lawsuit, or other proceeding (collectively a "Claim"). Upon demand by Covered Entity, Business Associate shall defend any Claim brought or threatened against Covered Entity, at Business Associate's expense, by counsel acceptable to Covered Entity. Business Associate shall not authorize or enter into any settlement without Covered Entity's written consent.

VI. GENERAL TERMS

- A. This BAA amends and is made a part of the Agreement. Any changes or modification to this BAA must be in writing and signed by both parties.
- B. To the extent not clear, the terms of this BAA are to be construed to allow for compliance by the parties with HIPAA or ARRA. If any provision of the BAA is in conflict with any provision of the Agreement, the conflicting provision of this BAA prevails to the extent necessary for the parties to comply with HIPAA and ARRA.
- C. Nothing in this BAA confers upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities, whatsoever.
- D. Sections II(G)(H)(J)(M) and Sections IV, V, VI(E)(F) survive the termination for any reason or expiration of this BAA.
- E. In the event Business Associate receives a notification from or on behalf of HHS regarding a compliance review, an audit, or an investigation or inquiry of any kind pertaining to the services provided under the Agreement or Covered Entity, it will notify Covered Entity no more than 3-days following its receipt of that notice.
- F. The law of the State of Arkansas without regard to its internal law on the conflict of laws, controls this BAA. The Business Associate consents and submits to the jurisdiction of the federal and/or state courts of Arkansas, and hereby waives any defense based upon venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in connection with or relating to this BAA or related matters. The Business Associate will bring any action or suit concerning this Agreement or related matters in federal or state court or the Arkansas Claims Commission with appropriate subject matter jurisdiction in Little Rock, Arkansas. **The Business Associate acknowledges that it has read and understands this clause and agrees willingly to these terms.**
- G. The parties may execute this BAA in a number of counterparts and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this BAA. A facsimile or pdf signature, or a scanned image of an original signature, of any party to this BAA is binding upon that party as if it were an original.

Signed:

BUSINESS ASSOCIATE:

Signed:

Title:

Date:

COVERED ENTITY

Choose Division or Office

Signed:

Title:

Date:

Appendix A: Business Associate Contact Information

Business Associate Primary Contact:

Name:

Title:

Address:

City:

State:

Phone:

Fax:

Email:

Business Associate Secondary Contact:

Name:

Title:

Address:

City:

State:

Phone:

Fax:

Email:

Organizational or Personal Conflict of Interest

(a) Definitions.

(1)(A) "Conflict of Interest" means that:

- (i) Because of other activities or relationships with other persons, the Contractor is unable or potentially unable to render impartial assistance or advice to the State;
- (ii) The Contractor's objectivity in performing the contract work is or might be otherwise viewed as compromised;
- (iii) The Contractor has or is perceived as having impaired objectivity; or
- (iv) The Contractor has an unfair competitive advantage.

(1)(B) A conflict of interest may result when:

- (i) Activities or relationships create an actual, apparent, or potential conflict of interest related to the performance of the contract; or
- (ii) The nature of the contract creates an actual, apparent, or potential conflict of interest with respect to the Contractor in relation to future contracts with the State.

(2) "Contractor" includes the Contractor and its employees, affiliates, consultants, and subcontractors.

(3) "Impaired objectivity" includes without limitation the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be currently utilized or utilized in the future by a person, organization, or institution in the course of implementing any program administered by the Department of Human Services ("the Department");

(B) Connections or access to program details, information, or methodologies that might require or encourage the use of specific products, property or services; or

(C) Significant identification with philosophical viewpoints or other non-public information that might require or encourage the use of specific products, property or services.

(b)(1) The contractor shall certify that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, be it actual, apparent, or potential, for the organization or any of its staff, AND that the contractor has disclosed all relevant information if an actual, apparent, or potential conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of the

contractor. Actual, apparent, or potential conflicts of interest may arise in the following situations:

(A) Unequal access to information – a potential contractor has access to non-public information, including without limitation, data, plans, policies, and other knowledge, through its performance on a government contract;

(B) Biased ground rules – a potential contractor has worked, in one government contract or program, on the basic structure or ground rules of another government contract or future government contract. For example, the Contractor shall not use information gained from this contract to counsel current or future beneficiaries on the provision of services provided now or in the future by the Department; or

(C) Impaired objectivity.

(b)(2) Offerors shall disclose as described above regarding any actual, apparent, or potential conflict of interest regardless of their own opinion that such an actual, apparent, or potential conflict of interest would not result in impaired objectivity.

(b)(3) If an actual, apparent, or potential conflict of interest is disclosed, the Department will take appropriate actions to eliminate or address the actual, apparent, or potential conflict, including without limitation mitigating or neutralizing the conflict or requiring the offeror to provide a satisfactory mitigation plan to the Department identifying specific methods which will be imposed by the offeror to eliminate, to the extent possible, the conflict of interest. The Department may restrict or modify the work to be performed by the contractor to avoid or reduce the actual, apparent, or potential conflict of interest.

(b)(4) If a contractor anticipates working on more than one contract with the Department currently or in the future that is related in any way to this contract, the mitigation plan developed by the contractor shall provide, at a minimum, assurances that no staff, communication, or data will be shared within the organization regarding this contract and any future contract that relates to the scope of services provided under this contract. Information gained by the contractor from this contract shall not be used to benefit the contractor in gaining competitive advantage in future contracts with the State.

(c) The contractor agrees that if impaired objectivity, or an actual, apparent, or potential conflict of interest is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a mitigation plan, which shall include a description of actions that the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual, apparent, or potential conflict of interest.

(d)(1) Remedies - The State may terminate this contract for convenience, in whole or in part, if it determines that termination is necessary to avoid an actual, apparent, or potential conflict of interest or if the contractor fails to provide a mitigation plan for an actual, apparent, or potential conflict of interest that is satisfactory to the Department. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest.

(d)(2) If the contractor was aware of an actual, apparent, or potential conflict of interest prior to award or discovered an actual, apparent, or potential conflict of interest after award and misrepresented or did not disclose relevant information to the Contracting Officer, the State may terminate the contract for default, debar or suspend the contractor, or pursue such other remedies as may be permitted by law or this contract.

(d)(3) If the Department has accepted a mitigation plan from the contractor to minimize any actual, apparent, or potential conflict of interest and there is a violation of the mitigation plan, the contractor shall be liable to the Department as outlined in the Performance Based Contracting standards presented in Attachment C.

(e) In cases where remedies short of termination have been applied, the contractor agrees to eliminate the conflict of interest, or mitigate it to the satisfaction of the Contracting Officer. This may include creating or revising a mitigation plan.

(f) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (f).

EXHIBIT B

BID RESPONSE PACKET
710-25-028

BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:	Aquamen Cleaning LLC		
Address:	1910 Madison Ave #2088		
City:	Memphis	State: TX TN	Zip Code: 38104
Business Designation:	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit		
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Service-Disabled Veteran <input checked="" type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women-Owned <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American		
AR Certification #: <u>N/A</u> * See Minority and Women-Owned Business Policy			
PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:	Christian Gilbert	Title:	Owner / CEO
Phone:	870 870-270-2577	Alternate Phone:	
Email:	AquamenCleaning223@gmail.com		
CONFIRMATION OF REDACTED COPY			
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided in the Response Packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>			
COMBINED CERTIFICATIONS FORM			
Prospective Contractor has included, in this submission packet, the signed Attachment H-Combined Certifications for Contracting with the State of Arkansas.			

An official authorized to bind the Prospective Contractor to a resultant contract must sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this Bid Solicitation will cause the Prospective Contractor's bid to be disqualified:

Authorized Signature: Christian Gilbert Title: Owner / CEO
 Printed/Typed Name: Christian Gilbert Date: 01-07-2025

SECTIONS 1 - 4 VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all requirements as shown in the bid solicitation.

Vendor Name:	Agcamen Cleaning LLC	Date:	1-07-2025
Signature:	Christian Gilbert	Title:	Owner / CEO
Printed Name:	Christian Gilbert		

PROPOSED SUBCONTRACTORS FORM

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information:

Subcontractor's Company Name	Street Address	City, State, ZIP

☒ **PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.**

MINIMUM QUALIFICATIONS

- In accordance with Section 2.3.B, Provide the name, address, and telephone number of the supervisor that will inspect the building at least once a week to ensure that compliance with all specifications of this solicitation are met:

Name: Donnell Morris

Address: 9107 Woodbine St Sherwood Ar 72120

Phone Number: 501-563-4385

DOCUMENTATION CHECKLIST

As outlined in section 2.3 Minimum Qualifications in the solicitation document, please provide the following:

- Active registration from the Arkansas Secretary of State's Office, or other state approved documentation
- Official Bid Price Sheet
- All documents provided in the Bid Response Packet
- Copy of Vendor's Equal Opportunity Policy
- Signed Addenda, if applicable
- EO 98-04 Disclosure Form (Attachment A)
- Combined Certifications (Attachment H)
- Client History Form (Attachment I)
- Mandatory Site Visit Verification Form (Attachment J)

Attachment I
Client History Form
Janitorial Services
710-25-028

Attachment I

Janitorial Services

Instructions: This form is intended to help the State gain a more complete understanding of each Respondent's experience. This form **must** be completed completely and accurately.

The State reserves the right to verify the accuracy of these answers by contacting any of the listed clients, and all applicable clients **must** be listed. Omission of a client will constitute a failure to complete this form.

For purposes of this form, the "client" is not an individual but the entity which held the contract. By way of explanation, in the Contract resulting from this IFB, Arkansas DHS will be the client. For each listed client, Respondents may (but are not required) provide the contact information for a person at the client entity who is knowledgeable of the named project. If the State contacts clients listed on this form, the State reserves the right to contact the listed individual or another person at the listed client.

The boxes below each prompt will expand if necessary. The form **must** be signed (please see the final page) by the same signatory who signed the Response Signature Page.

1. Please list clients where you (the prime contractor only) served as the prime contractor or subcontractor for providing janitorial services for at least two (2) years. For each client, please specify the organization/agency/division. Please specify the duration of services for each. If there are no contracts which meet this definition, please state "none."

Authorized Signature: Christina Gilbert Title: Owner / CEO
Printed/Typed Name: Christina Gilbert Date: 1-7-25

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203

ADDENDUM 1

TO: All Addressed Vendors
FROM: Office of Procurement
DATE: December 12, 2024
SUBJECT: 710-25-028 Janitorial Services

The following change(s) to the above referenced IFB have been made as designated below:

- ☐ Change of specification(s)
☐ Additional specification(s)
☐ Change of bid opening date and time
☐ Cancellation of bid
☒ Other

OTHER

- Section 2.1 of the solicitation – remove the chart and replace with the following updating phone numbers for each location:

County	Address	Phone Number	Square Footage
Chicot	1736 Hwy. 65 & 82 So. Lake Village, AR 71653	870-417-6166	10,000
Columbia	601 E. University Magnolia, AR 71754	870-626-6726	14,328
Conway	#2 Bruce Street Morrilton, AR 72110	501-242-6193	10,560
Independence Processing Center	1095 White Dr. Batesville, AR 72501	870-612-6703	13,166
Mississippi	1104 Byrum Road Blytheville, AR 72315	870-532-0312	19,187
Ouachita	222 Van Buren St. NW Camden, AR 71711	870-454-6651	21,630
Randolph	1408 Pace Rd. Pocahontas, AR 72455	870-609-6026	8,103

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Brandi Warner, DHS.OP.Solicitations@dhs.arkansas.gov, 501-408-5334.

Chris Gilbert
Vendor Signature

1-7-25
Date

Aguamen Cleaning LLC
Company

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203

ADDENDUM 2

TO: All Addressed Vendors
FROM: Office of Procurement
DATE: December 30, 2024
SUBJECT: 710-25-028 Janitorial Services

The following change(s) to the above referenced IFB have been made as designated below:

- ☐ Change of specification(s)
☐ Additional specification(s)
☒ Change of bid opening date and time
☐ Cancellation of bid
☒ Other

CHANGE OF BID OPENING DATE AND TIME

- Bid submission date and time has been extended to January 8, 2025, 10:30 a.m.
- Bid opening date and time has been extended to January 8, 2025, 11:30 a.m.

OTHER

- OP Buyer's name and contact information – remove and replace with the following:

Karrie Goodnight, (501) 320-3906

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Karrie Goodnight, DHS.OP.Solicitations@dhs.arkansas.gov. (501) 320-3906.

Cherish Goodnight
Vendor Signature

1-7-25
Date

Aquaman Cleaning
Company

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203

ADDENDUM 3

TO: All Addressed Vendors
FROM: Office of Procurement
DATE: December 30, 2024
SUBJECT: 710-25-028 Janitorial Services

The following change(s) to the above referenced IFB have been made as designated below:

☐ Change of specification(s)
☐ Additional specification(s)
☐ Change of bid opening date and time
☐ Cancellation of bid
☒ Other

OTHER

- Attachment E - Remove and replace with the following:

Attachment E – Services Contract SRV-1 Fillable Form

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Karrie Goodnight, DHS.OP.Solicitations@dhs.arkansas.gov. (501) 320-3906.

Chreston Culbert
Aquaman Cleaning
Vendor Signature

1-7-25
Date

Aquaman Cleaning
Company

ATTACHMENT J - SITE VISIT VERIFICATION FORM

- Present this Site Visit Verification Form to the County Administrator or Designee for signature upon completion of the site visit for each location being bid.
- Submit the signed Site Visit Verification Form with the Bid Response Packet at bid submission.

This signed Site Visit Verification Form serves as verification that the Prospective Contractor or representative named below was present and participated in the site visit as required by Competitive Bid 710-25-028 for Janitorial Services.

PROSPECTIVE CONTRACTOR'S REPRESENTATIVE INFORMATION	
Company Name:	
Representative's Printed Name:	
Signature:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION -- CHICOT CO.	
Printed Name:	Mary Warfield
Signature:	Mary Warfield
Date of Site Visit:	1/7/2025
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION -- COLUMBIA CO.	
Printed Name:	
Signature:	
Date of Site Visit:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION -- CONWAY CO.	
Printed Name:	
Signature:	
Date of Site Visit:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION -- INDEPENDENCE PROCESSING CENTER	
Printed Name:	
Signature:	
Date of Site Visit:	

COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – MISSISSIPPI CO.	
Printed Name:	Sandra Winfrey
Signature:	<i>Sandra Winfrey</i>
Date of Site Visit:	11/6/2025
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – OUACHITA CO.	
Printed Name:	
Signature:	
Date of Site Visit:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – RANDOLPH CO.	
Printed Name:	
Signature:	
Date of Site Visit:	

Contract Number _____
Attachment Number _____
Action Number _____

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

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

TAXPAYER ID NAME: Agamen Cleaning LLC IS THIS FOR: ☐ Goods? ☐ Services? ☒ Both? ☐

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

ADDRESS: 1910 Madison Ave #2088

CITY: Memphis STATE: TN ZIP CODE: 38104

COUNTRY: US

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 [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Person's Name(s)	Relation
	Current	Former		From MM/YY	To MM/YY			
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 [senator, representative, name of board/ commission, data entry, etc.]	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?	Person's Name(s)	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 Number _____
Attachment Number _____
Action Number _____

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.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Chadler Gilbert Title Governor/CEO Date 1-7-25
Vendor Contact Person Christian Gilbert Title Governor/CEO Phone No. 870-270-2577

Agency use only
Agency Number 0710 Agency Name Department of Human Services Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____



Department of Transformation and Shared Services

Governor Sarah Huckabee Sanders

Secretary Leslie Fiskien

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. Israel Boycott Restriction: For contracts valued at \$1,000 or greater.

A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

2. Illegal Immigrant Restriction: For contracts valued at \$25,000 or greater.

No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.

3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction: For contracts valued at \$75,000 or greater.

A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.

4. Scrutinized Company Restriction: Required with bid or proposal submission.

A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number: _____ Description: _____

Agency Name: _____

Vendor Number: 870-270-2577 Vendor Name: Agucmen Cleaning

Christina Gilbert
Vendor Signature

1-07-25
Date



Contract #: _____

STATE OF ARKANSAS SERVICES CONTRACT

Contract #		Federal ID #	
Service Type		Procurement Method	

1. **Contracting Parties.** State of Arkansas is hereinafter referred to as the Department and contractor is herein after referred to as the Contractor.

Department No. & Name	
Division	

Contractor Name	Agamen Cleaning LLC		
Contractor Address	1910 Madison Ave # 2088 Memphis, TN 38104		
Contractor Number	870-270-2577	Minority/Women Owned Business	<input checked="" type="radio"/> Yes <input type="radio"/> No

2. **Objectives, Scope, and Performance.** Identify, in reasonable detail, the objectives and scope of the contractual agreement and the methods the Department will use to determine whether the objectives of the contract (Contract) have been achieved. If space below is insufficient it may be supplemented with Attachment 4.

--

3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on 7-1-2025, and shall continue until 7-1-2026, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Arkansas Code Annotated § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.

Contract #: 710-25-028 0

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than 7-1-2026 (mm/dd/yyyy).

4. **Contractor's Performance Obligations.** Contractor, for the duration of the Contract and as consideration for the Department's payment as set forth below, shall provide the following to the Department:

General Cleaning, Such as Sweepings, Mopping, Vacuuming,
Floor Stripping & Waxing done by Contract, Rusting
Bathrooms ETC. as Expected on Scope of work,

The parties agree that this paragraph 4 of the Contract, and any incorporated attachment, fully sets forth the Contractor's performance upon which the Department's obligation to pay the Contractor is conditioned. (if the space provided is not enough to fully specify the Contractor's duty to perform and to identify the standards of satisfactory performance, the Contractor's covenant to perform must be set forth in Attachment 5 hereto, Performance Details, the terms of which, if any, are incorporated herein by reference.)

5. **Department's Payment Obligations.** Department, as consideration for the Contractor's satisfactory performance of the Contractor's Performance Obligations, as set forth above, shall pay the Contractor as follows:

upon services ~~Render~~ Done each month, Payment
will Be expect to be Paid at the beginning of
each Month.

The parties agree that this paragraph 5 of the Contract, and any incorporated attachment, fully sets forth all applicable rates, fees, charges, costs (transportation, per diem, subsistence, out-of-pocket allowances, and

any other costs that may apply), and items for which the Contractor is entitled to payment under the Contract as consideration for Contractor's satisfactory performance of its obligations under the Contract.

The Department shall not pay Contractor except as set forth. The parties also agree that the method(s) of determining the amount of payment corresponding to the Contractor's satisfactory performance is/are set forth in this paragraph 5 such that the total payment owed under the Contract can be determined by reference thereto. (If the space provided is not enough to fully set forth the information needed to determine proper compensation owed by the Department for Contractor's satisfactory performance under the Contract, that information must be set forth in Attachment 2, Calculation of Compensation, the terms of which, if any, are incorporated herein by reference.)

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of the **Original Term**, and (b) the corresponding compensation identified in paragraph 5; the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Original Term is: CE (Initial Contract Amount).

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of its **Total Possible Term**, and (b) the corresponding compensation identified in paragraph 5, the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Total Possible Term is: ? (Total Projected Contract Amount).
6737.40

If either the **Total Projected Contract Amount** or the amount the Department may be obligated to pay the Contractor in any given year of the **Original Term**, or the **Total Possible Term** of the Contract meets or exceeds the threshold of Arkansas Code Annotated § 19-11-265, the Contract shall be submitted for legislative review prior to its effective date.

6. **Terms and Conditions of Solicitation Incorporated and Order of Precedence.** The parties agree that the agreement in this Contract memorializes and incorporates by reference any and all written representations, warranties, terms, and conditions, set forth in the underlying solicitation document and the bid or proposal that became the basis of the Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless expressly amended hereby.

Accordingly, the provisions of this memorialization of the Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this memorialization and the specific provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

- A. This Contract, as may be amended in writing by the parties;
- B. The solicitation _____ (Solicitation number) including all Addenda;
- C. Contractor's response to the solicitation.

7. **Termination & Cancellation Clauses.**

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

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

- B. For Convenience.** The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.
- C. For Cause.** The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.
- 8. Non-negotiable Governing Law and Venue.**
- A.** This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.
- B.** Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.
- C.** Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.
- 9. Non-negotiable Sovereign Immunity.** Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract shall be brought in the Arkansas State Claims Commission.
- 10. Non-negotiable Intergovernmental/Cooperative Use.** In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.
- 11. Non-negotiable Disclosure Required by Executive Order 98-04.** Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

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

- 12. Compliance.** The Contractor shall ensure, in cooperation with the Department, that the Contract adheres

to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:

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

- 13. **Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.
- 14. **Assignment/Subcontracting.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.
- 15. **Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to Arkansas Code Annotated § 19-11-265.
- 16. **Records.** Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.
- 17. **Non-waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. **Severability.** If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.
- 19. **ACH Payment.** All payments to the Contractor under this Contract shall be made exclusively through ACH (Automated Clearing House) direct deposit or through the State's authorized VISA Procurement Card (p-card). The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the Department. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor's designated bank account.

Contract #: 710-25-0280

20. Attachments.

1. Certification of Contractor
2. Calculation of Compensation, as applicable;
3. Source of Funds
4. Objectives, Scope, and Performance Standards, as applicable; and
5. Performance Details, as applicable
6. Additional Attachments as applicable

A. _____
B. _____
C. _____

21. Notices.

- A. Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for the purposes of this section.
- B. Receipt of Notice.** A notice given under this Contract will be effective on
- i. the other party's receipt of it, or
 - ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.
- C. Issuance of Notice.** All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

Contact #1 – Department Representative submitting/tracking this contract

Christian Gilbert

Name

870-270-2577

Telephone #

Owner / CEO

Title

Aquamen Cleaning at gmail.com

Email

Contact #2 - Department Representative with knowledge of this project (for general questions and responses)

Name

Title

Telephone #

Email

Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)

Contract #: 710-25-020 0

Christian Gilbert

Name

870-270-2577

Telephone#

owner / CEO

Title

Aquamen Cleaning at gmail.com

Email

22. Technology Access. If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software ("Information Technology"), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Division of Information System, which standards can be found at Technology Access Clause and are included herein by reference, as applicable.

23. SIGNATURES

DEPARTMENT SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE DEPARTMENT UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided in Section 3 above.

CONTRACTOR AUTHORIZED SIGNATURE

Christian Gilbert

Printed Name

owner / CEO

Title

1910 Madison Ave # 208

Address

Christian Gilbert

Signature

1-07-2025

Date

DEPARTMENT AUTHORIZED SIGNATURE

Printed Name

Title

Address

Signature

Date

Contract #: 710-25-028 0

Attachment #1 CERTIFICATION OF CONTRACTOR

Sections A, B and C apply to all service contracts. Sections D and E apply to Professional and Consulting Services contracts only.

A. "I, Christian Gilbert Owner / CEO
(Contractor) (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of the State of Arkansas will receive any personal, direct or indirect monetary benefits as a result of the execution of this contract that would violate the law." Where the Contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts Contractor has with any other state government entities. (Not applicable to contracts between Arkansas state departments. If no contracts or subcontracts, please put "Not applicable" or "None.")

Child Support
Revenue Dept.

C. Is Contractor currently engaged in any legal controversies with any state agencies or representing any clients engaged in any controversy with any Arkansas state department? If no controversies, please put "Not applicable" or "None.")

NO

D. Contractor shall list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the State at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the departments and the persons listed below.

Name	Address	Relationship

"We do not have a formal Equal Opportunity Policy at this time. However, we are committed to providing equal opportunities to all employees and applicants, ensuring a workplace free of discrimination and harassment."

OFFICIAL BID PRICE SHEET

710-25-028 Janitorial Services

All costs must be included in the unit price. Costs not included in the unit price below are not billable under a contract established from this solicitation. Bidder must submit a printed copy of the completed Official Bid Price Sheet with bid submission.

Quantities are estimated for bidding purposes only. Quantities may increase or decrease.

Instructions - Enter the unit price per square foot and the monthly amount for each location being bid. Pricing is not required for locations not being bid.

ITEM	DESCRIPTION	ESTIMATED QUANTITY (square feet)	UNIT PRICE (per square foot)	MONTHLY AMOUNT
1	Chicot County	10,000	\$1.23	2300.00
2	Columbia County	14,328		
3	Conway County	10,560		
4	Independence Processing Center	13,166		
5	Mississippi	19,187	\$1.20	3837.40
6	Ouachita	21,630		
7	Randolph	8,103		

Number of hours bidder proposes to clean per day:

5

AUTHORIZED SIGNATURE:

By my signature below, I certify that the I am authorized by the respondent to submit this bid on his/her behalf.

Vendor Name: Aguaquen Cleaning LLC
 Signature: Christian Gilbert
 Printed Name: Christian Gilbert

Date: 1-7-24
 Title: Owner/CEO

Attachment I
Client History Form
Janitorial Services
710-25-028

Attachment I

Janitorial Services

Instructions: This form is intended to help the State gain a more complete understanding of each Respondent's experience. This form **must** be completed completely and accurately.

The State reserves the right to verify the accuracy of these answers by contacting any of the listed clients, and all applicable clients **must** be listed. Omission of a client will constitute a failure to complete this form.

For purposes of this form, the "client" is not an individual but the entity which held the contract. By way of explanation, in the Contract resulting from this IFB, Arkansas DHS will be the client. For each listed client, Respondents may (but are not required) provide the contact information for a person at the client entity who is knowledgeable of the named project. If the State contacts clients listed on this form, the State reserves the right to contact the listed individual or another person at the listed client.

The boxes below each prompt will expand if necessary. The form **must** be signed (please see the final page) by the same signatory who signed the Response Signature Page.

1. Please list clients where you (the prime contractor only) served as the prime contractor or subcontractor for providing janitorial services for at least two (2) years. For each client, please specify the organization/agency/division. Please specify the duration of services for each. If there are no contracts which meet this definition, please state "none."

- Marion Revenue Office: Approximately 8 months
- Mark Tree Revenue Office: Approximately 8 months
- Jonesboro Child Support Office: over a year
- Hot Springs Child Support Office: Coming up on 1 year
- Blytheville Revenue Office: Approximately 5 months
- Marion Child Support Office: Approximately 3 months

Authorized Signature: _____



Title: OWNER

Printed/Typed Name: _____

CHRISTIAN GILBERT

Date: 01-24-25

IFB Bid Tab

Bid #/Description: **710-25-028 Janitorial Services**

Bid Opening			
Date:	1/8/2025	Read By:	Karrie Goodnight
Time:	11:30am CST	Recorded By:	Tamara DeBord
Bid Submitted By:			
S and D Rainey Enterprises LLC			
Item	Description	Qty	Unit Price
1	Chicot County	10,000	\$ 0.29
2	Columbia County	14,328	\$ 0.25
3	Conway County	10,560	\$ 0.29
4	Independence Processing Center	13,166	
5	Mississippi County	19,187	
6	Ouachita County	21,630	\$ 0.29
7	Randolph County	8,103	
1	Chicot County	10,000	
2	Columbia County	14,328	
3	Conway County	10,560	\$ 0.20
4	Independence Processing Center	13,166	
5	Mississippi County	19,187	
6	Ouachita County	21,630	\$ 0.12
7	Randolph County	8,103	
1	Chicot County	10,000	
2	Columbia County	14,328	
3	Conway County	10,560	\$ 0.303
4	Independence Processing Center	13,166	\$ 0.330
5	Mississippi County	19,187	\$ 0.234
6	Ouachita County	21,630	
7	Randolph County	8,103	\$ 0.302
1	Chicot County	10,000	
2	Columbia County	14,328	\$ 0.21
3	Conway County	10,560	\$ 0.27
4	Independence Processing Center	13,166	
5	Mississippi County	19,187	
6	Ouachita County	21,630	\$ 0.24
Ascend Ventures Group LLC			

7

Randolph County

8,103

\$

0.34

Kickstart Enterprises	1	Chicot County	10,000		
	2	Columbia County	14,328	\$	0.16
	3	Conway County	10,560		
	4	Independence Processing Center	13,166		
	5	Mississippi County	19,187		
	6	Quachita County	21,630	\$	0.14
	7	Randolph County	8,103		
Extraordinary Kleaning Janitorial and Maintenance Services	1	Chicot County	10,000		
	2	Columbia County	14,328		
	3	Conway County	10,560	\$	0.29
	4	Independence Processing Center	13,166		
	5	Mississippi County	19,187		
	6	Quachita County	21,630		
	7	Randolph County	8,103		
Aquamen Cleaning LLC	1	Chicot County	10,000	\$	0.23
	2	Columbia County	14,328		
	3	Conway County	10,560		
	4	Independence Processing Center	13,166		
	5	Mississippi County	19,187	\$	0.20
	6	Quachita County	21,630		
	7	Randolph County	8,103		
David's Custom Cleaning	1	Chicot County	10,000		
	2	Columbia County	14,328		
	3	Conway County	10,560	\$	0.18
	4	Independence Processing Center	13,166		
	5	Mississippi County	19,187		
	6	Quachita County	21,630		
	7	Randolph County	8,103	\$	0.18

Larry Miller dba Miller Transit System	1	Chicot County	10,000	\$	0.18
	2	Columbia County	14,328		
	3	Conway County	10,560		
	4	Independence Processing Center	13,166		
	5	Mississippi County	19,187		
	6	Ouachita County	21,630		
	7	Randolph County	8,103		
Elite Floor Services LLC	1	Chicot County	10,000	\$	24.49
	2	Columbia County	14,328	\$	24.49
	3	Conway County	10,560	\$	24.49
	4	Independence Processing Center	13,166	\$	24.49
	5	Mississippi County	19,187	\$	24.49
	6	Ouachita County	21,630	\$	24.49
	7	Randolph County	8,103	\$	24.49
Tactical Horizons Consulting LLC*	1	Chicot County	10,000	\$	0.15
	2	Columbia County	14,328	\$	0.14
	3	Conway County	10,560	\$	0.16
	4	Independence Processing Center	13,166	\$	0.13
	5	Mississippi County	19,187	\$	0.13
	6	Ouachita County	21,630	\$	0.14
	7	Randolph County	8,103	\$	0.16

*Disqualified.

Award Summary:	
Veteran Janitorial Service - Line Item 6	
OJ's Service Two Inc - Line Item 4	
Kickstart Enterprises - Line Item 2	
Aquamen Cleaning LLC - Line Item 5	
David's Custom Cleaning - Line Items 3 & 7	
Larry Miller - Line Item 1	

EXHIBIT C

AFFIDAVIT

STATE OF ARKANSAS

COUNTY OF PULASKI

PERSONALLY, came and appeared before me, the undersigned Notary, the within named Donnell Morris, who is a resident of Pulaski County, State of Arkansas, and makes this his statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his knowledge:

Aquamen Cleaning LLC, owned by Christian Gilbert, used my name on page 5 of its Bid Response Packet 710-25-028. The company did this without my knowledge and/or permission. Therefore, I called and spoke with Mr. Gilbert and questioned his use of my name within his bid response. As I have been in the janitorial industry for some time, Mr. Gilbert stated he used my name to "demonstrate experience" since he did not have the experience necessary for the contract. If my name and/or experience were considered to fulfill any of the minimum qualifications necessary for the referenced bids, it should not have been considered.

DATED this the 3 day of February, 2025

Donnell Morris

Donnell Morris

SWORN to the subscribed before me, this 3RD day of FEBRUARY, 2025

Kristi Burgess

NOTARY PUBLIC



EXHIBIT D

BID RESPONSE PACKET
710-25-028

BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:	O.J.'s Service Two, Inc.		
Address:	P.O. Box 5549		
City:	North Little Rock	State:	AR Zip Code: 72119
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit		
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Service-Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input checked="" type="checkbox"/> Women-Owned <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American		
AR Certification #:		5490618 * See Minority and Women-Owned Business Policy	
PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:	Tanya Hinson	Title:	CEO
Phone:	501-372-2921	Alternate Phone:	501-372-1144
Email:	service@ojscleaning.com		
CONFIRMATION OF REDACTED COPY			
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided in the Response Packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>			
COMBINED CERTIFICATIONS FORM			
Prospective Contractor has included, in this submission packet, the signed Attachment H-Combined Certifications for Contracting with the State of Arkansas.			

An official authorized to bind the Prospective Contractor to a resultant contract must sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this Bid Solicitation will cause the Prospective Contractor's bid to be disqualified:

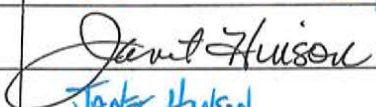
Authorized Signature: Tanya Hinson Title: CEO
 Printed/Typed Name: Tanya Hinson Date: 1/2/25

SECTIONS 1 - 4 VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory must be declared below or as an attachment to this page. Vendor must clearly explain the requested exception and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements shall cause the vendor's proposal to be disqualified.

NO EXCEPTIONS

By signature below, vendor agrees to and **shall** fully comply with all requirements as shown in the bid solicitation.

Vendor Name:	O.J.'s SERVICE TWO, INC.	Date:	1/2/25
Signature:		Title:	CEO
Printed Name:	JANET HINSON		

PROPOSED SUBCONTRACTORS FORM

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information:

Subcontractor's Company Name	Street Address	City, State, ZIP

☒ **PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.**

MINIMUM QUALIFICATIONS

- In accordance with Section 2.3.B, Provide the name, address, and telephone number of the supervisor that will inspect the building at least once a week to ensure that compliance with all specifications of this solicitation are met:

Name: STEVE SPRICKING AND/OR BLAKE McFADDEN

Address: 301 N. BROADWAY ST. NORTH LITTLE ROCK, AR 72114

Phone Number: 501 - 372 - 2921

DOCUMENTATION CHECKLIST

As outlined in section 2.3 Minimum Qualifications in the solicitation document, please provide the following:

- Active registration from the Arkansas Secretary of State's Office, or other state approved documentation
- Official Bid Price Sheet
- All documents provided in the Bid Response Packet
- Copy of Vendor's Equal Opportunity Policy
- Signed Addenda, if applicable
- EO 98-04 Disclosure Form (Attachment A)
- Combined Certifications (Attachment H)
- Client History Form (Attachment I)
- Mandatory Site Visit Verification Form (Attachment J)

Details

For service of process contact the [Secretary of State's office](#).

LLC Member information is now confidential per Act 865 of 2007

For access to our corporations bulk data download service [click here](#).

Corporation Name
O.J.'S SERVICE TWO, INC.

Fictitious Names
O.J.'S COMMERCIAL CLEANING
OJ'S COMMERCIAL CLEANING

Filing #
100102235

Filing Type
For Profit Corporation

Filed Under Act
Dom Bus Corp; 958 of 1987

Status
Good Standing

Principal Address
—

Reg. Agent
JANET LEE HINSON

Agent Address
301 NORTH BROADWAY NORTH LITTLE ROCK, AR 72114

Date Filed
02/23/1993

Officers
SEE FILE, Incorporator/Organizer
JANET LEE HINSON, Treasurer
W L CARTER, Tax Preparer
JANET LEE HINSON, President
GREGORY MITCHELL REEP, Vice-President
TIFFANY FAITH FLOCK, Secretary

Foreign Name
N/A

Foreign Address
—

State of Origin
—

[Purchase a Certificate of Good Standing for this Entity.](#)
[Pay Franchise Tax for this corporation](#)

OFFICIAL BID PRICE SHEET

710-25-028 Janitorial Services

All costs must be included in the unit price. Costs not included in the unit price below are not billable under a contract established from this solicitation. Bidder must submit a printed copy of the completed Official Bid Price Sheet with bid submission.

Quantities are estimated for bidding purposes only. Quantities may increase or decrease.

Instructions - Enter the unit price per square foot and the monthly amount for each location being bid. Pricing is not required for locations not being bid.

ITEM	DESCRIPTION	ESTIMATED QUANTITY (square feet)	UNIT PRICE (per square foot)	MONTHLY AMOUNT
1	Chicot County	10,000		
2	Columbia County	14,328		
3	Conway County	10,560	.303	3200.00
4	Independence Processing Center	13,166	.33	4356.00
5	Mississippi	19,187	.234	5075.00
6	Ouachita	21,630		
7	Randolph	8,103	.302	2450.00

Number of hours bidder proposes to clean per day: _____

AUTHORIZED SIGNATURE:

By my signature below, I certify that the I am authorized by the respondent to submit this bid on his/her behalf.

Vendor Name: O.J.'s Service Two, Inc.

Signature: *Janet Hanson*

Printed Name: JANET HANSON

Date: 1/2/25

Title: CFO



OJ's Service Two, Inc. - EEO Policy

OJ's is committed to and abides by all applicable EEO laws and regulations.

- O.J.'s Employee Handbook – 1-d. Dated March 5th, 2013

d. Equal Employment Policy

The Company complies with nondiscrimination regulations under Title VII of the Civil Rights Act of 1964, Vietnam-Era Veterans Readjustment Assistance Act of 1974, section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, Uniformed Services Employment and Reemployment Act (USERRA), Executive Order 11141, the Equal Pay Act, the Arkansas Labor Code, the Tennessee Labor Code; and other applicable statutes, ordinances, and regulation. The Company complies with affirmative action regulations under Executive Order 11246, as amended, the Vietnam-Era Veterans Assistance Act, the Veterans Employment Opportunities Act of 1998 and the Jobs for Veterans Act of 2012, and the Federal Rehabilitation Act.

The Company will recruit, hire, train, and promote people in all job classifications without regard to race, color, religion, national origin, age, physical or mental disability or history of disability (except where physical or mental abilities are a bona fide occupational requirement, and the individual is not able to perform the essential functions of the position even with reasonable accommodations). Or sex (unless gender is a bona fide occupational qualification), status as a veteran, uniformed service, or other protected characteristic.

The manager and supervisors of the Company will base decisions on employment to further the principle of equal employment opportunity.

Managers and supervisors of the Company will ensure that promotions decisions are in accord with principles of equal employment opportunity by imposing only job-related requirements for promotion opportunities.

The Company will ensure that all personnel actions, including compensation, benefits, transfers, layoffs, return from layoff, company-sponsored training, education, and social and recreational programs, will be administered without regards to race, color, religion, national origin, physical or mental disability or history of disability (except where



physical or mental abilities are a bona fide occupational requirement, and the individual is not able to perform the essential functions of the position even with reasonable accommodations), or sex (unless gender is a bona fide occupational qualification), status as a veteran, uniformed service, or other protected characteristic.

The Company disapproves of sexual, racial, disability, national origin, age, veteran, uniformed service, religious, and all other forms of harassment of any employee, whether it is a by co-worker, a manager, a client, or a vendor. Sexual advances; request for sexual favors; sexual or racial jokes; racial, ethnic, national origin or disability slurs; and other harassing language or conduct have no place in the Company. In addition, physical conduct of a sexual nature will not be tolerated. It is expected that employees will treat one another with mutual respect for their dignity. Harassment of any type by any employee is grounds for immediate termination.

Any person who believes he or she may have been discriminated against in violation to these principles or who observes any discrimination in violation of these principles or who needs a reasonable accommodation should discuss that matter with their immediate supervisor. If for some reason you do not want to discuss that matter with your immediate supervisor, you may discuss the matter with the President of the Company.

Manager of supervisors who receive any complaints or concerns involving discrimination or observe any discrimination must bring the matter to the attention of the President. That individual will initiate an appropriate investigation. Employees have a responsibility to cooperate in any investigation or unlawful discrimination. All employees are to cooperate fully with the investigation and resolution of all discrimination complaints.

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203

ADDENDUM 1

TO: All Addressed Vendors
FROM: Office of Procurement
DATE: December 12, 2024
SUBJECT: 710-25-028 Janitorial Services

The following change(s) to the above referenced IFB have been made as designated below:

- ☐ Change of specification(s)
☐ Additional specification(s)
☐ Change of bid opening date and time
☐ Cancellation of bid
☒ Other

OTHER

- Section 2.1 of the solicitation – remove the chart and replace with the following updating phone numbers for each location:

County	Address	Phone Number	Square Footage
Chicot	1736 Hwy. 65 & 82 So. Lake Village, AR 71653	870-417-6166	10,000
Columbia	601 E. University Magnolia, AR 71754	870-626-6726	14,328
Conway	#2 Bruce Street Morrliton, AR 72110	501-242-6193	10,560
Independence Processing Center	1095 White Dr. Batesville, AR 72501	870-612-6703	13,166
Mississippi	1104 Byrum Road Blytheville, AR 72315	870-532-0312	19,187
Ouachita	222 Van Buren St. NW Camden, AR 71711	870-454-6651	21,630
Randolph	1408 Pace Rd. Pocahontas, AR 72455	870-609-6026	8,103

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Brandi Warner, DHS.OP.Solicitations@dhs.arkansas.gov, 501-408-5334.

Vendor Signature *Janet Henson*

Date 1-2-25

Company O.J.'s Service Two, Inc.

Contract Number
Attachment Number
Action Number

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 NAME:

☐ Yes ☒ No

TAXPAYER ID NAME: O.J.'s SERVICE TAG, INC. IS THIS FOR: Services? ☒ Both? ☐
YOUR LAST NAME: Hanson FIRST NAME: JANET M.I.: E.

ADDRESS: P.O. Box 5549

CITY: NORTH LITTLE ROCK

STATE: AK ZIP CODE: 72119

COUNTRY: U.S.A.

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 [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Person's Name(s)	Relation
	Current	Former		From MM/YY	To MM/YY			
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 [senator, representative, name of board/ commission, data entry, etc.]	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?	Person's Name(s)	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 Number _____
Attachment Number _____
Action Number _____

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.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Janet Hinson Title CEO Date 1/2/25
Vendor Contact Person Janet Hinson Title CEO Phone No. 501-372-2921

Agency use only
Agency Number 0710 Name Department of Human Services Agency Contact Person _____

Contact Phone No. _____
Contract or Grant No. _____



COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. **Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.

A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

2. **Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.

No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.

3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.

A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.

4. **Scrutinized Company Restriction:** Required with bid or proposal submission.

A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number: _____ Description: _____

Agency Name: _____

Vendor Number: _____ Vendor Name: O.J.'s Service Two, Inc.

David Hudson
Vendor Signature

1-2-25
Date

Attachment I
Client History Form
Janitorial Services
710-25-028

Attachment I

Janitorial Services

Instructions: This form is intended to help the State gain a more complete understanding of each Respondent's experience. This form **must** be completed completely and accurately.

The State reserves the right to verify the accuracy of these answers by contacting any of the listed clients, and all applicable clients **must** be listed. Omission of a client will constitute a failure to complete this form.

For purposes of this form, the "client" is not an individual but the entity which held the contract. By way of explanation, in the Contract resulting from this IFB, Arkansas DHS will be the client. For each listed client, Respondents may (but are not required) provide the contact information for a person at the client entity who is knowledgeable of the named project. If the State contacts clients listed on this form, the State reserves the right to contact the listed individual or another person at the listed client.

The boxes below each prompt will expand if necessary. The form **must** be signed (please see the final page) by the same signatory who signed the Response Signature Page.

1. Please list clients where you (the prime contractor only) served as the prime contractor or subcontractor for providing janitorial services for at least two (2) years. For each client, please specify the organization/agency/division. Please specify the duration of services for each. If there are no contracts which meet this definition, please state "none."

ACXION (CLIENT SINCE 2006)
BANK OZK (CLIENT SINCE 2005)
LEVY BAPTIST CHURCH (CLIENT SINCE 2008)

Authorized Signature: Janet Hinson Title: CEO

Printed/Typed Name: JANET HINSON Date: 1/2/25



October 4, 2022

To Whom It May Concern:

I would not hesitate to recommend the services of OJ's Commercial Cleaning. OJ's currently services 900,000 square feet of space of Acxiom in Conway and Little Rock, AR. Our campuses include office space as well as several dining areas, wellness centers, and data center spaces.

Greg Reap has been very responsive to all our needs. If, we want to add something to our cleaning Greg is very quick to respond face to face with us to understand our needs.

I look forward to a long partnership between OJ's and Acxiom. We've had a contract with OJ's since 2006 and just renewed until 2023.

BONNIE MCENTIRE
Senior Facility Manager



TEL +1 501.342.2276
MBL +1 501.581.5757
301 E. Dave Ward Dr.
Conway, AR 72032
bonnie.mcentire@acxiom.com
acxiom.com





9/29/2022

Janet Hinson/Greg Reap
O.J.'s Service Two Co.

To whom it may concern,

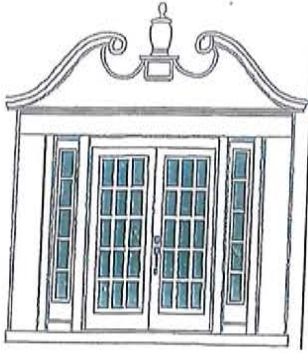
O.J.'s Service Two Co. cleans forty-eight (48) of our bank branch locations throughout the state of Arkansas. This cleaning amounts to a total of 180,000 square feet of cleaning space. O.J.'s has done an excellent job cleaning and maintaining our offices in a very courteous and professional manner.

I would highly recommend O.J.'s for any cleaning needs you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Digsby".

Eric Digsby
Vice President/Multi-Market Facilities Manager



Levy Baptist Church

3501 Pike Avenue
North Little Rock, Arkansas 72118

Phone:
(501) 753-7347

Faxsimile:
(501) 791-3457

Website:
www.levybaptist.com

Rev. Steven G. Tiner
Senior Pastor

Rev. Darrell E. Dean
Assistant to the Pastor in
Education & Administration

Sam Huskey
Assistant to the Pastor
41 Music Ministry

Glenda Mitchell
Administrative Assistant
to the Pastor

Ulysses Baugh
Church Sexton

Office Hours:
Mon. - Thurs.
8:00AM - 4:00PM
Friday
8:00AM - 3:00PM

Sunday School:
9:00AM

Worship:
10:15AM & 6:00PM

Levy Mid-Week:
5:00PM ~ Meal (R.S.V.P.)
6:15PM ~ Bible Study
7:00PM ~ Choir Practice

September 29, 2022

To. Whom It May Concern;

Levy Baptist Church began using OJ's Service Two, Inc. to provide all of our janitorial services in December 2008. Since that time we have enjoyed a most pleasant experience not only for our office staff but for our church body as a whole.

Our church facility, which encompasses nearly 20,000 square feet, consist of a 500 seat sanctuary, an office suite, five areas of classroom space, a large fellowship hall and many restrooms.

OJ's provides services to our church Monday through Friday with the use of a day porter. OJ's management visits frequently to conduct site inspections and OJ's has always been available to help with any special request we may have. Any concerns that we have expressed have been addressed in very timely manner and we have been most pleased by having OJ's as part of our team here at Levy.

Because of this, it is my pleasure to write this letter of reference and to highly recommend OJ's Service Two, Inc to meet your needs.

Sincerely,

Steven Tiner
Senior Pastor

ATTACHMENT J - SITE VISIT VERIFICATION FORM

- Present this Site Visit Verification Form to the County Administrator or Designee for signature upon completion of the site visit for each location being bid.
- Submit the signed Site Visit Verification Form with the Bid Response Packet at bid submission.

This signed Site Visit Verification Form serves as verification that the Prospective Contractor or representative named below was present and participated in the site visit as required by Competitive Bid 710-25-028 for Janitorial Services.

PROSPECTIVE CONTRACTOR'S REPRESENTATIVE INFORMATION	
Company Name:	
Representative's Printed Name:	
Signature:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – CHICOT CO.	
Printed Name:	
Signature:	
Date of Site Visit:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – COLUMBIA CO.	
Printed Name:	
Signature:	
Date of Site Visit:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – CONWAY CO.	
Printed Name:	Christine Henley
Signature:	Christine Henley
Date of Site Visit:	12/30/24
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – INDEPENDENCE PROCESSING CENTER	
Printed Name:	Devin Phillips
Signature:	Devin Phillips
Date of Site Visit:	0958 12-26-24

COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – MISSISSIPPI CO.	
Printed Name:	Angela Brenton
Signature:	Angela Brenton
Date of Site Visit:	12/26/24
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – OUACHITA CO.	
Printed Name:	
Signature:	
Date of Site Visit:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – RANDOLPH CO.	
Printed Name:	Pamela Bohn
Signature:	Pamela Bohn
Date of Site Visit:	12/26/24