



REQUEST FOR PROPOSAL

RFP # 2024-01

Management of Custodial Services

ISSUED BY:

**Black River Technical College
Rhonda Stone, APO
Vice President of Finance & Administration
1410 Hwy 304 E
Pocahontas, AR 72455
(870) 248-4031**

Issued April 19, 2024

PROPOSAL OPENING DATE & TIME:

DATE: Friday, May 10, 2024

TIME: 2:00 PM, CST

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF PROPOSAL OPENING, PROPOSER'S NAME, AND RETURN ADDRESS.

GENERAL INFORMATION SECTION 1

1.1 INTRODUCTION

Black River Technical College, hereafter referred to as the College or BRTC, will consider proposals for the management of custodial services on campus. It is BRTC's intent to select the proposal which appears to be the most favorable in all respects, including overall cost, scope, and proven service capability. The College invites custodial management companies, hereafter referred to as Contractor, to submit responses to its Request for Proposal (RFP) for the operation of such in accordance with the RFP terms and conditions.

1.2 STATEMENT OF WORK

The primary objective of this RFP is for the purpose of entering into a contract to provide custodial services for the campus.

1.3 SELECTION PROCESS

The contract shall be awarded to the most responsive and responsible Contractor whose proposal is determined to be most advantageous to BRTC. BRTC is not bound to accept any proposal based on price alone, but will make an award based on the evaluation factors set forth herein. BRTC further reserves the right to reject any and all proposals, or parts thereof, to waive informalities and technicalities in proposals received.

A Contractor will be selected on the basis of the proposal submitted which is, in the opinion of the College, in the best interest of this College when all factors are considered. Factors considered will include, but are not limited to, pricing, services offered, scope or location of service, quality, experience, past history, etc. It must be recognized by the interested parties submitting proposals that some of these factors are judgment items. BRTC will be the sole judge as to whether the Contractor's proposal has or has not satisfactorily met the requirements of this RFP.

Should none of the received proposals be considered reasonable, the College may re-advertise for proposals, negotiate an alternate service agreement or complete any other action consistent with Arkansas purchasing laws.

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11- 230(b)(1), a prospective Contractor's past performance with the College and State may be used to determine if the prospective Contractor is "responsible." Bids or proposals submitted by prospective Contractors determined to be non-responsible will be rejected.

1.4 COSTS FOR PROPOSAL PREPARATION

The Contractor must bear all costs associated with the preparation of the proposal and of any oral presentation requested by BRTC. The College will not provide compensation to the Contractor for any expenses incurred.

1.5 NON-DISCRIMINATION

BRTC does not discriminate on the basis of race, color, religion, gender identity, sexual orientation, national origin, age, sex, disability, genetic information, veteran status or marital status in any of its practices, policies or procedures, and provides equal access to the Boy Scouts and other designated youth groups. This includes, but is not limited to, employment, admissions, educational services, programs or activities which it operates, or financial aid.

1.6 MINORITY BUSINESS POLICY

It is the policy of the State of Arkansas that minority business enterprises shall have the maximum opportunity to participate in any state purchasing process. Therefore, the State of Arkansas encourages all minority businesses to compete for, win and receive contracts for goods, services and construction. Also, the state encourages all companies to sub-contract portions and any state contract to minority business enterprises.

1.7 PROPRIETARY INFORMATION

The College considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and, therefore; shall be subject to public disclosure. BRTC will disclose any portion of the proposal to the members of the evaluation team and other necessary staff prior to the contract award. The College retains the right to disclose the name of the successful applicant(s), the amount of the contract, and any information in the proposal that is pertinent to the selection of the Contractor.

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. Any information of a proprietary nature that the respondent does not want disclosed to the public or used for any purpose other than evaluation of this offer should be on separate sheets. Each sheet containing such information must be appropriately marked "Confidential" at the top and bottom.

1.8 TERM, RENEWAL, TERMINATION

The required services are to commence no later than a date to be agreed upon by the College and the Contractor. The term of this contract will be for a period of one (1) year from the date of award. Subject to mutual written agreement by both the Contractor and the College, this contract may be renewed on an annual fiscal year basis thereafter not to exceed an aggregate total of six (6) renewals. The College agrees to give the Contractor, on or before the renewal date of each year, written notice of the College's intention to renew the contract.

The College may terminate any contract resulting from this RFP for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination

The College may cancel any contract resulting from this RFP 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 College 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.

INSTRUCTIONS SECTION 2

2.1 PROPOSAL OPENING DATE AND LOCATION

Written proposals will be accepted by the Purchasing Agent in the BRTC Finance Office if received no later than **1:00 p.m. central time on Friday, May 10, 2024**. All proposals shall be mailed or delivered to:

MAILING ADDRESS:

Black River Technical College
Rhonda Stone, Purchasing Agent
P O Box 468
Pocahontas, AR 72455

PHYSICAL ADDRESS:

Black River Technical College
Administration Building – Finance Office
1410 Hwy 304 E
Pocahontas, AR 72455

The proposals will be opened at **2:00 in AD100**, in the Administration Building on the Pocahontas Campus.

State law requires that the proposal be submitted no later than the date and time specified in this RFP. Each Contractor is solely responsible for the timely delivery of the proposal by the specified deadline. Late responses, responses en route, those left at locations other than the Finance Office by special carrier will not be considered if they are not in the Finance Office by or before the time indicated on the front of this RFP document. Any proposals received after the scheduled opening date and time will be immediately disqualified. All proposals shall be guaranteed and binding for a period of not less than ninety (90) days past the proposal opening date.

Email and/or fax responses to this RFP will **not** be accepted.

Proposal openings will be open to any interested proposing party and to the general public. However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions.

2.2 NUMBER OF COPIES

Contractor must submit one original and two (2) copies of the written proposal. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in the original volume. The Contractor is required to note on the envelope or wrapping containing the proposal, the Proposal Notice Number specified in the RFP and the opening date.

2.3 PROPOSAL IDENTIFICATION

Response envelopes should be filled out to indicate RFP# 2024-01 and the name of the proposer including the proposal opening date and time. Proposals in response to this RFP are formal proposals and must be received in sealed packaging. Proposals should not be hand delivered *unsealed* as they will not be considered.

Proposals must also include the signed Official Proposal Signature Document, located at the end of this RFP.

2.4 DISCUSSIONS

If the College determines additional information, clarification or requirements are needed; all bidders will be notified by written addendum (amendment) and e-mailed to all parties recorded by the College as having received a copy of the RFP. All such addenda issued by the College prior to the time that proposals are received shall be considered part of the RFP, and the Contractor shall consider and acknowledge receipt of such on the

Official Proposal Signature Document. Oral statements, explanations, or commitments will be without legal effect on the RFP except as confirmed in writing by the BRTC Purchasing Agent.

All questions concerning this RFP should be in written form, reference the proposal number RFP # 2024-01 in the subject line, and directed to the BRTC Finance Office:

Rhonda Stone, VP of Finance & Administration
Email: rhonda.stone@blackrivertech.edu

Proposing parties are advised to read all information provided, supply all information requested, and note any variance to these specifications in written form with the submission of their response.

If the College so chooses, it may conduct discussions for the purposes of negotiation or clarification. Negotiation is optional and conducted at the sole discretion of the College. Negotiation may be conducted contemporaneously with all responsible offerors determined to be reasonably susceptible of being selected for award or in serial fashion beginning with the highest-ranked Prospective Contractor and proceeding to the next highest-ranked Prospective Contractor. The negotiation process may be repeated until the College awards a contract, gives notice of anticipated award, or until the College decides to conclude negotiations.

The College may elect to request best and final offers (BAFO) pursuant to Ark. Code. Ann. § 19-11-230 and the rules thereto from responsible offerors within the competitive range. After initial evaluation, the College may elect to request a BAFO from a competitive range of responsible prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

2.5 EXAMINATION AND INSPECTION OF SITE

Contractors are encouraged to carefully examine the general conditions of the facilities and proposal specifications as to all conditions and matters which can in any way affect the work or cost thereof.

A **required** tour of the College is scheduled for Monday, April 29, 2024 at 1:00 p.m. with a make-up tour scheduled for Friday, May 3, 2024 at 9:00 a.m. Any vendor wishing to inspect the facilities must be present in the lobby of the Administration Building in Pocahontas on either of those dates.

Submitting a proposal shall constitute full evidence that the Contractor is fully aware of the conditions under which work will be conducted.

2.6 TERMS AND CONDITIONS

By submitting a proposal, the Contractor agrees to be governed by the terms and conditions set forth in this document. Any proposal containing variations from terms and conditions set forth herein which are determined to be unacceptable to the College may result in the disqualification of your proposal. Examples include, but are not limited to, indemnification statements, subjugation to the laws of another state, and limitations on remedies. All provisions of this Request for Proposal and the successful Contractor's proposal provide the specifications for and obligations of both parties for the dining services operation. A contract agreement to be executed by all duly authorized representatives, this RFP, and the successful Contractor's proposal will constitute the awarded contract.

The Standard Terms and Conditions (see Attachments, Section 15) and the particular conditions and requirements of this RFP shall govern any contract issued as a result of this RFP.

2.7 CAUTIONS TO BIDDERS

Proposals must be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. Corporations must indicate place and date of incorporation.

Proposals are to be prepared simply and in a manner designed to provide BRTC with a straightforward and concise presentation of the Contractor's ability to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the RFP requirements. Elaborate brochures and other promotional materials are not required but will be allowed.

Proposals must include all applicable requested information and meet all specification requirements. If significant errors are found in the proposal, or if the proposal fails materially to conform to the requirements of the RFP, the proposal will be rejected.

Contractors are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.

STATE MANDATORY REQUIREMENTS SECTION 3

3.1 CERTIFICATION OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, the successful proposer must certify prior to award of the contract that they do not employ or contract with any illegal immigrants.

3.2 DISCLOSURE OF CONTRACTS OVER \$25,000 – GOVERNOR'S EXECUTIVE ORDER 98-04

No contract for commodities or services greater than \$25,000, and no discretionary grant greater than \$25,000 shall be awarded, extended, amended or renewed by an agency to any bidder who has not complied with Governor's Executive Order 98-04, as required in this proposal (see Attachments, Section 14).

Failure to make any disclosure required by Governor's Executive Order 98-04, or the violation of any rule, regulation, or policy adopted pursuant to the Order, shall be a material breach of the terms of this RFP. Any bidder 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.

3.3 EQUAL OPPORTUNITY POLICY

Act 215 (SB#1123) of 2005 requires that each entity or person interested in contracting with the State must include with its proposal response a copy of the company's EQUAL OPPORTUNITY POLICY.

3.4 PERFORMANCE STANDARDS

A. State law requires that qualifying contracts for services include performance standards for measuring the overall quality of services that a Contractor shall provide.

B. The College 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. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.

C. Performance Standards shall not be amended unless they are agreed to in writing and signed by the parties.

D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.

E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The College has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the College has final determination of the performance acceptability.

F. Should any compensation be owed to the College due to the assessment of damages, Contractor shall follow the direction of the College regarding the required compensation process

OTHER CONTRACTUAL MATTERS SECTION 4

4.1 CONDITIONS AND TERMS OF PROPOSAL

If the proposing party submits standard terms and conditions with the proposal, and if any of those terms and conditions are in conflict with this RFP or the laws of the State of Arkansas, this RFP and the state laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all of the conditions of this request, the bidder's responses, and Arkansas State Law.

4.2 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless Black River Technical College, its officers, agents and employees from and against any claims, damages, expenses, including an amount equal to reasonable attorney's fees or liabilities arising out of or in any way connected with this contract including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of Contractor, its officers, agents, or employees.

4.3 VENUE

The laws of the State of Arkansas shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.

4.4 PERFORMANCE BOND

Upon written or verbal request of the College, the Contractor must furnish a performance bond; equal to one-half of the annual guarantee payment, to College's Purchasing Agent within ten (10) working days after the Letter of Intent to award the contract is mailed. In extenuating circumstances, an extension may be granted to secure the bond. The contract must be issued by a surety company authorized to do business in the State of Arkansas. The Contractor is to pay all expense incidentals to cover the filing of the bond. If the Contractor fails to deliver the required performance bond, the Contractor's proposal will be rejected, and award of the contract may be made to the next highest ranked Contractor as determined through the selection process.

A performance bond is not required for an RFP response; however, the College reserves the right to request one in the future.

BACKGROUND DISCUSSION ON BLACK RIVER TECHNICAL COLLEGE SECTION 5

BRTC, a public, two-year institution of higher education, has an open-door admission policy serving northeast Arkansas and southeast Missouri with a comprehensive educational program. The College has two locations, one in Pocahontas, AR and the other in Paragould, AR, and various instructional sites.. BRTC offers transfer and technical degree programs, one-year technical certificates, certificates of proficiency, and adult basic education (GED) classes. In addition, partnerships with several universities provide the opportunity to achieve a

bachelor's degree in Pocahontas. BRTC has an average headcount of 1,500 per semester and approximately 163 full and part time employees.

SERVICE REQUIREMENTS SECTION 6

6.1 OBJECTIVES

The selected firm is encouraged to propose practical and innovative initiatives that will enhance the experience of students, faculty, staff and community patrons by providing a sanitary and aesthetic environment.

6.2 GENERAL REQUIREMENTS AND EXPECTATIONS

The selected firm is to provide a summary of capabilities, resources and supportive strengths. Discuss company history and organization, your approach to managing the project including training, scheduling, safety, and employee work environment.

WORK TO BE PERFORMED: The contractor shall furnish all labor, supplies, materials, equipment, and incidentals (example: buffers, vacuum cleaners with HEPA® filters, trash liners, cleaners, waxes, micro fiber mops and lint-free towels) necessary to clean and maintain the entire BRTC Campus until this agreement is terminated.

The contractor shall furnish hand soap, toilet tissue, paper hand towels, trash bags, batteries, and receptacle liners. Should heavy traffic, hard usage, accidents, vandalism or Acts of God dictate additional or more frequent services, said services will be performed by the contractor.

The Contractor is expected to clean walk-off mats. However, the replacement of those mats will be the responsibility of the College.

SPECIFICATIONS – SERVICES AND FREQUENCY: Regular custodial services shall be performed Monday through Friday, except on days which the College is closed. BRTC closes for the following holidays:

Memorial Day
Independence Day

Thanksgiving Day and the day following
Labor Day

All other holidays are observed during the college campus break at the end of December.

The College expects the Contractor might be closed on major holidays; however, the College does not expect custodial operations to cease for the entire December break just because the College will be closed. Often, the best time to do extensive cleaning and floor care is when there are no students or College employees on campus.

The Contractor is responsible for putting together a schedule of services – days in operation, hours of operation, etc. – and a price associated with that schedule. The Contractor should also include additional pricing should the College be in need of services that vary from the normal schedule (i.e. Emergencies or Special Events).

The College and Contractor will agree upon hours of operations. BRTC must approve any variation from this schedule.

The following list classroom and general purpose space cleaning frequency and standards required. See information at the end of this document for APPA cleaning levels expected and requirements by buildings.

Task Frequency Requirements: (see also Standards of Cleaning Sections below)

Entrances

TASK	FREQUENCY
Open/Secure Doors for cleaning purposes only	Daily
Sweep/Dust Mop Floors	Daily
Vacuum/Roll-Up Walk-Off Mats	Daily
Sweep Outside Ramp/Landing	Daily
Empty Waste Containers	Daily
Spot Clean Window/Door Glass	Daily
Damp Mop Floor	Daily
Spot Clean Walls/Doors	Daily
Scrub/Recoat Floors	Quarterly
Clean Walk-Off Mats	Daily
Extract Walk-Off Mats	Monthly
Strip/Refinish Floors	Annually (2x)

Restrooms

TASK	FREQUENCY
Restock Dispensers	Daily (2x)
Empty Trash/Replenish Liners	Daily
Clean/Disinfect Toilets/Sinks/Urinals	Daily
Clean Mirrors	Daily
Sweep/Damp Mop Floors	Daily
Clean Partitions/Doors	Weekly
Dust Flat Surfaces	Weekly
Spot Clean Walls/Doors/Partitions	Daily
Machine Scrub Floors & Refinish if applicable	Quarterly
Clean Waste Containers	Monthly
Dust Vents	Weekly

Offices

TASK	FREQUENCY
Sweep/Dust-Damp Mop or Vacuum	Weekly
Spot Clean Carpet	Weekly
Empty Trash/Replenish Liners	Daily
Spot Clean /Dust /Walls/Doors/Partitions	Weekly
Clean Trash Cans	Annually (2x) or as needed
Shampoo Carpets/Strip/Refinish	Annually (2x)

Conference Rooms/Lounges

TASK	FREQUENCY
Sweep/Dust-Damp Mop or Vacuum	Weekly (2x)
Spot Clean Carpet	As Needed
Empty Trash/Replenish Liners	Daily
Dust Furniture/Flat Surfaces	Weekly
Spot Clean Walls/Doors/Partitions	Monthly

Clean Trash Cans	Quarterly
Shampoo Carpet/Strip/Refinish	Annually (2x)

Dining Areas

TASK	FREQUENCY
Empty Trash Cans/Replenish Liners	Daily (2x)
Sweep/Dust	Daily
Wet Mop	Daily
Wax Floor	Annually (2x)

Hallways/Lobbies

TASK	FREQUENCY
Empty Trash Cans/Replenish Liners	Daily
Clean Water Fountains	Daily
Sweep/Dust Mop /Spot mop floors	Daily
Wet Mop Floors	Daily
Dust Flat Surfaces	Weekly
Clean Trash Cans	Quarterly
Mop and Burnish Floors	Weekly
Scrub/Recoat Floors or Carpet	Quarterly
Strip/Refinish Floors	Annually (2x)

Labs

TASK	FREQUENCY
Open/Secure Doors for cleaning purposes only	Daily
Sweep/Dust Mop Floors	Daily
Mop /Vacuum Floors	Daily
Empty Waste Containers	Daily
Spot Clean Doors	Weekly
Check and refill as needed soap and paper towel dispenser	Daily
Mop/Burnish floors	Weekly
Scrub/Recoat Floors	Scheduled
Shampoo carpets	Semi-Annually

Classrooms/Auditoriums

TASK	FREQUENCY
Sweep/Dust Mop Floors	Daily
Vacuum	Daily
Do Not Erase Boards - Admin. responsibility	
Empty Waste Containers	Daily
Clean Windows/Door Glass	Weekly (2x)
Wipe and dust seats (report broken chairs)	Weekly (2x)
Spot Clean Walls/Doors	Monthly
Scrub/Recoat Floors	Annually (2x)
Mop/Burnish floors	Weekly
Clean/Extract Walk-Off Mats	Monthly
Shampoo carpet	Annually (2X)

ANNUAL PROJECT SCHEDULE

TASK	FREQUENCY
Thoroughly clean all trash cans	2x per year
Strip/Wax Floors	2x per year
Shampoo carpet	2x per year

Custodial Standards of Cleaning to be followed:

TASK	STANDARD OF CLEANING
Water Extractions	Custodial Management will work with Facilities Management to remove water on entrances, steps, sidewalks, and ramps, regardless of the time of incident or severe weather.
Hard Floor Surfaces	Surfaces, including edges, baseboards, and corners, should be free of dust, dirt, debris, spillage, chewing gum and wax build-up and have a maintained protective finish.
Carpeted Floor Surfaces	Surfaces, including corners, edges, baseboards, under desks/chairs, should be free of dust, dirt, debris, spillage, chewing gum, and tape and maintained as stated in the specifications.
Horizontal/Vertical Surfaces	All surfaces, including, but not limited to walls, interior windows, doors, mirrors, chalkboards, desk tops, chair arms, tables, window sills, should be free of spillage, dust, streaks, smears, graffiti, heel marks, and cobwebs.
Trash Receptacles	Interior/exterior trash receptacles should be free of debris and spillage, and be equipped with clean liners.
Restrooms	Mirror and fixtures should be free of water spots, streaks and smears. Sinks, urinals and commodes should be sanitized, free of spots, stains, dirt, dust, inside and out, underneath and top and sides. Paper, soap and sanitary napkin dispensers should be fully stocked and free of dust, dirt, body etc. Trash and sanitary napkins receptacles should be free of debris with clean liners.
Spot Clean Walls/Doors	Monthly
Scrub/Recoat Floors	Quarterly
Clean/Extract Walk-Off Mats	Quarterly
Shampoo carpet	Bi-Annually (2)

Restroom Cleaning (Daily)

TASK	STANDARD OF CLEANING
Stock restroom products	Fill paper dispensers (e.g. toilet paper, hand towels, and sanitary napkins) Fill soap dispensers Empty sanitary napkin disposal unit Empty trashcans and clean lids Replace trash liners
High Surface Cleaning	Ceiling corners and edges Dust air vents Flat surfaces (e.g. partitions and walls)
Sweep Floors	Remove/sweep all debris from floors
Wet cleaning and polishing	Clean toilets/urinals (inside and out, including handles) Clean sinks (entire surface, including underneath) <i>Clean mirror(s)</i> Polish all chrome
Clean floor surface/mop	<i>Wet mop entire floor (including under sinks and toilets)</i>
Restroom Cleaning	<i>Remove restroom paper products</i> Fill soap dispensers Empty sanitary napkin disposal unit Empty trash cans and clean lids Replace trash liners
Sweep floors	<i>Remove/sweep all debris from floors</i>
Machine scrub floor	Apply disinfectant/tile floor cleaner to floor surface Machine scrub floor Use wet vac/ Cleaner to remove water <i>Final rinse mopping</i>

Entry Cleaning

TASK	STANDARD OF CLEANING
Horizontal surface cleaning (flat surfaces)	Window sills Fixtures (e.g. signage, pictures, bulletin, boards) Flat surfaces (e.g. tables, benches, other furniture)
Vertical surface cleaning (up and down surfaces)	Wall spotting <i>Glass (inside and out)</i> <i>Polish all chrome, including kick plates and handicap controls</i>
Trash Disposal	Empty trash cans and clean lids <i>Change trashcan liners</i>
Clean floor surfaces	Vacuum mats and roll up Vacuum carpeted floor Sweep and mop tile floor <i>Final rinse mopping</i>

Office Cleaning

TASK	STANDARD OF CLEANING
Horizontal surface cleaning (flat surfaces)	Window sills Flat surfaces (e.g. tables, benches, other furniture)
Vertical surface cleaning (up and down surfaces)	Wall spotting <i>Wipe doors and frames</i> <i>Clean Glass</i>
Trash Disposal	Empty trash cans and clean lids <i>Change trashcan liners</i> <i>Empty Recycle containers</i>
Clean floor surfaces	Vacuum carpeted floor Sweep and mop tile floor

Hallway Cleaning

TASK	STANDARD OF CLEANING
Horizontal surface cleaning (flat surfaces)	Window sills Fixtures (e.g. water fountains, signage, pictures, bulletin, boards) Flat surfaces (e.g. tables, benches, other furniture)
Vertical surface cleaning (up and down surfaces)	Wall spotting Fire extinguishers <i>Polish all chrome, including kick plates and handicap controls</i> <i>Wipe doors and frames</i>
Trash Disposal	Empty trash cans and clean lids <i>Change trashcan liners</i>
Clean floor surfaces	Vacuum mats and roll up until hallway is completed Vacuum carpeted floor (weekly) Dust mop hallway Spot mop floor <i>Total mop/auto scrub</i> <i>Burnish floor</i>

Classroom / Auditorium cleaning

TASK	STANDARD OF CLEANING
Horizontal surface cleaning (flat surfaces)	Window sills Flat surfaces (e.g. tables, desks, other furniture)
Vertical surface cleaning (up and down surfaces)	Wall spotting <i>Clean glass</i> <i>Wipe doors and frames</i>
Trash Disposal	Empty recycle containers Empty trash cans and clean lids <i>Change trashcan liners</i>
Clean floor surfaces	Vacuum carpeted floor <i>Sweep and mop tile floors</i>

6.3 CONTRACTOR'S EMPLOYEES

All employees **MUST** have proper identification – **including a photo ID** - reflecting both the name of the Contractor and the name of the employee. All employees shall be neatly attired at all times in a manner that will reflect credit both upon the contractor and the College.

Employees are not to disturb papers on desks, to open drawers, cabinets, files or bookcases or to use telephones for private calls. All employees shall comply with all regulations in effect for control of persons entering, leaving or remaining in buildings.

Employees whom the College deems careless, discourteous or otherwise objectionable will be prohibited from entering campus buildings.

The Contractor is responsible for determining the appropriate hours of coverage each day and the appropriate staffing levels for each shift. This information should be specified in the proposal.

The College **MUST** be given **not less than one (1) weeks' notice** of any changes in personnel or of scheduled service visits.

6.4 PROTECTION OF PROPERTY

The Contractor shall take all precautions necessary to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, and any other items from the building. The Contractor shall also be responsible for any loss or damage to the State's property and to the property of others due to the Contractor's personnel, and shall make good, at his own expense, such loss or damage at the request BRTC. BRTC will assign all building keys to contractor. Copies of keys are not to be made by the contractor. Only the night supervisor will have keys.

6.5 STORAGE

The College has designated areas for the Contractor to store equipment and cleaning supplies. The Contractor agrees to furnish soap, facial quality tissue, white bleached paper towels, and waste receptacle liners. Restroom supplies including tissue paper, hand towels, liquid soap and sanitizing and cleaning products are to be furnished by the Contractor, within reasonable limits.

The Contractor is responsible for receiving, handling, storage, and delivery of materials and equipment needed for the performance of this contract.

The area must be sanitary, odorless, and free of health and fire hazards.

When requested by the College, the Contractor shall produce the materials used by the contractor in performance of the contract, including all Material Safety Data Sheets for each item used.

The listed service frequencies are a minimum requirement. Should heavy traffic, hard usage, accidents, vandalism or Acts of God dictate additional or more frequent services, said services will be performed by the Contractor.

6.6 REFERENCES

Bidders MUST furnish a list of not less than four (4) clients for whom Bidder is currently furnishing custodial services and two (2) former clients. **Failure to provide references with bid response will result in rejection of bid.**

STAFFING:

The proposal should include staffing based on scope of work; wage structure and benefits offered.

PRICING: The total bid price must include all the equipment, cleaning supplies, restroom supplies and trash liners necessary for the services requested.

<u>Description</u>	<u>Target Qty</u>	<u>PRICE PER MONTH</u>		<u>YEAR</u>
Custodial Services	339,243 Approx. SF	1 MONTH \$	12 MOS. \$	

The square foot price will be used in the event the building cleaning area should grow larger, or smaller.

Hourly Rates for Emergencies	\$ _____
Hourly Rates for Work Not included in RFP	\$ _____

The Contractor is to include hourly prices for emergencies and other work above and beyond the requirements of the RFP. Any work required because of Acts of God would fall under these rates.

Any discounts (for early payments, ACH payments, etc.) should be included in the pricing schedule.

Alternate bids providing different alternatives and pricing are permissible. These bids should be included as supplements to the base bid.

Pricing information must be submitted in a separate, sealed envelope along with the remaining bid documents.

6.7 INVOICING

Contractor shall submit invoices monthly to:

Black River Technical College	Tel: (870) 248-4116
Accounts Payable	finance@blackrivertech.edu
P O Box 468	
Pocahontas, AR 72455	

The College DOES pay Arkansas Sales Tax.

6.8 CANCELLATION

In addition to the any and all other cancellation or termination rights of the College, and pursuant to §19-11-1012(11), in the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the Contractor written notice of such cancellation 30 days prior to the date of cancellation.

INSURANCE SECTION 7

The Contractor shall maintain as a direct cost of operation the following insurance coverage naming **The Board of Trustees of Black River Technical College** as the certificate holder and will obtain and deliver to the College certificates from its insurers evidencing said insurance coverage, while performing services hereunder:

- a. Worker's Compensation as required by law, Employees Liability \$1,000,000
- b. General Liability (including products liability) with limits of not less than \$500,000 for injury or death to any one person; \$1,000,000 for injury or deaths of two or more persons in any one occurrence; and property damage with a limit of not less than \$500,000 for each accident.
- c. Unemployment insurance and all other insurance required by Arkansas law for the benefit of the company.
- d. Vehicle Liability Insurance with limits of not less than \$500,000 each occurrence and as prescribed by Arkansas State law.

In the event that the Contractor shall fail to maintain and keep in force the above required coverage, the College shall have the right to cancel and terminate the contract immediately and without notice.

ASSIGNMENT SECTION 8

The resulting contract shall not be assigned by either party without the written consent of the other.

INDEPENDENT CONTRACTOR AND PRICE DETERMINATION SECTION 9

The Contractor is an independent contractor and shall not be deemed for any purpose to be an employee or agent of the College.

The Contractor certifies by entering into and signing a contract with the College that neither it nor its principals is presently debarred, declared ineligible, or voluntarily excluded from participation in this transaction by any State department or agency.

A proposal will not be considered for award if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to pricing with any other proposing party or with a competitor. In addition, the proposing party is prohibited from submitting multiple proposals in a different form; i.e., as prime proposing party and as a subcontractor to another prime proposing party.

All pricing will remain firm for each contract period. Pricing may be negotiated for each contract period prior to renewal of the contract.

The Contractor must include a certified statement in the proposal certifying that the pricing was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the Contractor shall assume all costs of this project until such time that a new Contractor is selected.

**PARKING
SECTION 10**

Parking on the College property by the Contractor's employees shall be governed by the same regulations applied to College employees. Contractor employees will be required to procure a parking permit for vehicles to be used on the College campus. Currently there is no charge for the permits, and the College does not anticipate a charge in parking anytime in the near future.

**EQUAL EMPLOYMENT OPPORTUNITY
SECTION 11**

In performance of this Agreement, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability or national origin. Contractor agrees to post in conspicuous places available to employees and applicants for employment such notices concerning Equal Employment Opportunity as may be required by Federal, State or local law, rule or regulation.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, age, disability or national origin.

**NEGOTIATION OF CONTRACT
SECTION 12**

Any contract(s) that may result from this RFP process will be the result of negotiation between the Contractor submitting the successful proposal and the College.

**ANTICIPATED TIMETABLE
SECTION 13**

1. Release of RFP 4/19/2024
2. Pre-bid meeting and walk-through for vendors 4/29/2024, 1PM CST
3. Make-up walk-through for vendors 5/3/2024, 9AM CST
4. Deadline for vendor questions and answers 5/6/2024
5. Answers and any addendums released to vendors 5/7/2024
6. Deadline to submit RFP 5/10/2024, 1PM CST
7. Contractor selected by 5/17/2024
8. Contract Start Date July 1, 2024

There will be no penalty to BRTC should the time periods listed after the Proposal Opening date vary. However, diligence will be given to comply with the schedule as listed.

**CRITERIA FOR CONTRACT AWARD OPPORTUNITY
SECTION 14**

This section should constitute the major portion of the proposal. Point values have been assigned to the various subsections/criteria for evaluation purposes, and total 100 points. Points awarded in any category are the sole determination of BRTC. Proposals must contain at least the following information:

A. Experience and References 20 points

1. Describe the Company's experience as managers of custodial services operations.
2. Provide a list of all colleges and universities operated by the company. List names and phone numbers of the current college administrator capable of commenting on your firm's performance for each location.
3. Provide a list of all college and university accounts which were canceled or not renewed during the past three (3) years. List names and phone numbers of the current college administrator or chief business officer for each college listed.
4. Include a resume of the proposed Custodial Manager for Black River Technical College.
5. Include a resume and background of the person who will supervise the work of the Custodial Manager and how your company will ensure the best performance.

B. Service Capability 20 points

1. Describe your experiences in managing custodial services operations in your most successful accounts in the past three (3) years.

C. Proposed Service Plan(s) 30 points

1. Describe the proposed service plan.
2. Describe the quality control measures or systems that will be used to monitor and evaluate services provided.

D. Financial 30 points

1. Identify and fully explain the proposed payment, fee structure and fee terms.
2. Identify any known additional equipment that the College would be expected to provide/acquire.

**LIST OF ATTACHMENTS
SECTION 15**

- BRTC Standard Terms and Conditions
- Official Proposal Signature Document
- Contractor Information Sheet
- Equal Employment Opportunity Policy Form
- W-9
- Illegal Immigrant Certification
- Contract and Grant Disclosure and Certification Form
- APPA Cleaning Levels
- Square Footage by Building
- Performance Standards

Black River Technical College
Standard Terms & Conditions

1. **General.** Any special terms and conditions included in the RFP override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of the contract entered into if any or all parts of the bid are accepted by Black River Technical College, hereafter called BRTC or the College.
2. **Acceptance and Rejection.** The College reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informalities and minor technicalities, and to award the bid to best serve the interest of the College and State of Arkansas. This RFP does not in any way commit the College to contract for the commodities or services listed herein.
3. **Bid Submission.** Bids must be submitted to the College on the attached bid form, when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified with bid number, time, and opening date. The bid should be typed or printed in ink. Late bids will not be considered under any circumstances. **Signature:** Failure to sign the bid will disqualify it. The person signing the bid should show title or authority to bind his firm in a contract. The signature must be in ink.
4. **Prices.** Quote FOB destination. Bid the unit prices. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation to Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from List" bids are not acceptable unless requested in the Invitation to Bid.
5. **Quantities.** The quantities stated in term contracts are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The College may order more or less than the estimated quantity on any term contract. Quantities stated on firm contracts are actual requirements of the College.
6. **Brand Name References.** Any catalog brand name or manufacturer's reference used in the bid invitation 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 other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other description and should include the manufacturer's illustration and complete description of the product(s) offered. The College reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the College may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to the name brands, numbers, etc., as specified in the invitation.
7. **Guaranty.** All items 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 invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample, or specification, it will conform hereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The bidder's obligation under this paragraph shall survive for a minimum of one 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 College. If samples are not destroyed during reasonable examination, they will be returned to the bidder, if requested, within ten days following the opening of bids, at the bidder's expense. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number, and item number.
9. **Testing Procedures for Specifications Compliance.** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **Amendments.** The bid cannot be altered or amended after the opening, except as permitted by regulation.
11. **Taxes and Trade Discounts.** Do not include sales or use tax. Trade discounts should be deducted from the unit price, with the net price shown on the bid.
12. **Award.** The College reserves the right to award items all or none or by line item, whichever is determined to be in the best interest of the State. Conditional bids will not be considered. **Term Contracts:** A Contract Award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. The receipt of a Purchase Order from the College

authorizes shipment against a term contract. **Firm Contracts:** A written Purchase Order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the RFP results in a binding contract without further action by either party.

13. **Length of Contract.** The RFP, contract award or purchase order will show the period of time the term contract will be in effect.
14. **Delivery on Contracts.** The RFP will state the number of days to place a commodity or service in the designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in the award. The College has the right to extend delivery if reasons appear valid. If the delivery date is not acceptable, the College reserves the right to procure elsewhere, and any additional cost will be borne by the supplier/contractor.
15. **Delivery Requirements.** No substitutions or cancellations are permitted without prior written approval of the College. Delivery shall be made during College working hours only, 8 a.m. to 4:30 p.m., unless prior approval for other delivery time(s) has been obtained. Packing memoranda shall be enclosed with each shipment. **Storage:** The College is responsible for storage if the contractor delivers within the time required and the College cannot accept delivery at that time.
16. **Default.** All commodities furnished will be subject to inspection and acceptance of the College after delivery. Backorders, default in promised delivery or failure to meet specifications authorize the College to cancel this contract or any portion of it and reasonably procure commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the College of the reason for default and the expected delivery date. Consistent failure to meet delivery requirements without valid reason may cause removal from the bidder's list or suspend eligibility for award.
17. **Variation in Quantity.** The College assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the College's purchase order.
18. **Invoicing.** The contractor shall be paid upon completion of all 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 Invitation to Bid, (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 "Invoice to" point shown on the purchase order.
19. **Black River Technical College (State) Property.** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data, or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the College/State, be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.
20. **Patents or Copyrights.** The contractor agrees to indemnify and hold the College harmless from all claims, damages, and costs, including legal fees, arising from infringement of patents or copyrights.
21. **Assignment.** Any contract entered into pursuant to this RFP is not assignable nor the dues thereunder delegable by either party, without the written consent of both parties of the original contract.
22. **Other Remedies.** In addition to the remedies outlined herein, the contractor and the College have the right to pursue any other remedy permitted by law or in equity.
23. **Lack of Funds.** The College may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the College. If the College is unable to return the commodities in normal condition, and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim for the actual expense.
24. **Discrimination.** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees to the following: (1) The bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin. (2) In all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, sex, color, age, religion, handicap, or national origin. (3) The bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute. (4) Failure of the bidder 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 canceled, terminated, or suspended in whole or in part. (5) The bidder will include the provisions of items 1 through 4 in every contract so that such provisions will be binding upon such subcontractor or Contractor.

25. **Contingent Fee/Ethical Standards.** 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 the retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.
26. **Antitrust Assignment.** As part of the consideration for entering into any contract pursuant to this Invitation to Bid, the bidder named on the front of this Invitation to Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells, and transfers to Black River Technical College all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas 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. **Minor Capital Improvements (\$5,000.01 to \$19,999.99).** A Certificate of Insurance is required from the successful bidder prior to the issuance of a purchase order.
28. **Major Capital Improvements (over \$20,000).** A five (5) percent Bid Bond must be submitted with the sealed bid. A Certificate of Insurance, one hundred (100) percent Performance Bond, and a Contractor's License is required from the successful bidder prior to the issuance of a purchase order. Contractor will be required to complete the ***Contract and Grant Disclosure and Certification Form (EO 98-04)*** for bids over \$25,000.
29. **Arkansas Technology Access Clause.** The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the Contractor represents and warrants to Black River Technical College that the technology provided to the College 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 equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, 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 assisting devices or services which would constitute reasonable accommodation under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

**OFFICIAL PROPOSAL SIGNATURE
DOCUMENT
RFP # 2024-01**

THIS PAGE MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

I, the undersigned, duly authorized representative of the proposing parties, understand that the proposal must be signed by the proposing party or an authorized representative of the proposing party. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the proposing party, to be bound by them. Furthermore, I acknowledge receiving, reading and understanding the listed addendums below.

Signature

Name & Title (Typed or Printed)

Company Name

Address & Telephone

Employer Identification Number

List all addendums that were received, read and understood (if none, so indicate).

1. _____
2. _____
3. _____
4. _____
5. _____

Black River Technical College
1410 Hwy 304 E
Pocahontas, AR 72455

Tel: 870-248-4031
E-mail: rhonda.stone@blackrivertech.edu

Friday, April 19, 2024

To:

From:

In order to create a Contractor number for an individual or a business, the College requires the following information AND a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification. These forms may be returned to Purchasing by mail or e-mail. If you need assistance, please contact Purchasing.

Business Contact Name: _____

Telephone Number: _____ Fax Number: _____

If your business is classified as a "Minority", please check the appropriate box below. The State of Arkansas defines "Minority Business" as a business that is at least 51% owned by one or more minority persons. A.C.A. 15-4-303 (2).

AFRICAN AMERICAN	AMERICAN INDIAN	ASIAN AMERICAN	HISPANIC AMERICAN	PACIFIC ISLANDER	SERVICE-DISABLED VETERAN

DO YOU ACCEPT PURCHASE ORDERS? _____ (Yes or No)
Do you accept Purchase Orders by e-mail? _____ (Yes or No)
If so, list the address: _____

DO YOU ACCEPT CREDIT CARDS? _____ (Yes or No)
The State of Arkansas currently utilizes a Mastercard

DO YOU COLLECT ARKANSAS SALES TAX? _____ (Yes or No)
If your Remit-To address differs from your business location, please list that address below:

Remit To: _____

FOR ARKANSAS CONTRACTORS ONLY

In accordance with Act 567 of 2007, all contracts with a member of the Arkansas General Assembly, his or her spouse or any business in which such person is an officer, director or stockholder owning more than 10% of the stock in the business must be disclosed.

Does this description apply to you/your company? _____ (Yes or No)

If yes, please explain: _____

BLACK RIVER TECHNICAL COLLEGE
Purchasing Department
1410 Hwy 304 E
Pocahontas, AR 72455

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Quotation (Bid) submit their most current Equal Employment Opportunity policy (EEO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating that the bidder does not have an EEO Policy will be considered that bidder's response and will comply with the requirement of Act 2157.

Submitting your EEO Policy is a one-time requirement. The BRTC Purchasing Department will maintain a file of the EEO Policies or written responses received.

This is a mandatory requirement when submitting a bid response. Failure to submit an EEO Policy or response may result in rejection of your bid.

If you have any questions, please call the Purchasing Department at 870-248-4031.

Thank you.

Purchasing

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE

_____ EEO Policy attached

_____ EEO Policy previously submitted to BRTC Purchasing Department

_____ EEO Policy is not available

Name of Company or Person

Signature

Name (printed or typed)

Title

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : : :
or
Employer identification number : : : :

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**Black River Technical College
Purchasing Department
1410 Hwy 304 E
Pocahontas, AR 72455**

Illegal Immigrant Certification Form

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services or any category of construction in which the total dollar value is \$25,000 or greater **certify**, prior to the award of the contract, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

<https://www.ark.org/dfa/immigrant/index.php/user/login>

Click: Submit Disclosure Form
 (no password is needed)

Print screen-shot of certification and attach to this form.

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a Contractor who has not so certified. If you have any questions, please contact the Purchasing Department.

Thank you.
Purchasing Department

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any illegal immigrants
Date on-line certification completed: _____

_____ We have NOT certified on-line at this time, and we understand that no contract can be
awarded to our firm until we have done so.
Reason for non-certification: _____

Name of Company	
Mailing Address	
City, State & Zip	
Signature	
Name & Title (printed or typed)	
Date	

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.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #: ---	OR ---	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TAXPAYER ID NAME:		IS THIS FOR: <input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> Both?	
YOUR LAST NAME:		FIRST NAME:	M.I.:
ADDRESS:			
CITY:		STATE:	ZIP CODE: --- COUNTRY:

**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:**

F O R I N D I V I D U A L S *

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.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

F O R A N E N T I T Y (B U S I N E S S) *

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?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

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

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

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

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 _____ Title _____ Date _____
Contractor Contact Person _____ Title _____ Phone _____
No. _____

Agency use only

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

Levels of Cleaning

Custodial Staffing Guidelines for Educational Facilities, 1992
APPA, The Association of Higher Education Facilities Officers

Level 1 – Orderly

- Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Lights all work and fixtures are clean.
- Washroom and shower fixtures and tile gleam, and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

Level 2 – Ordinary

- Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days worth of dust, dirt, stains, or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observation. Lights all work and fixtures are clean.
- Washroom and shower fixtures and tile gleam, and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

Level 3 – Casual

- Floors are swept or vacuumed clean, but upon close observation there can be stains. A buildup of dirt and/or floor finish in corners and along walls can be seen.
- There are dull spots and/or matted carpet in walking lanes. There are streaks or splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints. Lamps all work and fixtures are clean.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.

Level 4 – Moderate

- Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is an obvious buildup of dirt and/or floor finish in corners and along walls.
- There is a dull path and/or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks or splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks.
- Lamp fixtures are dirty and some (up to 5 percent) lamps are burned out.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked.
- Trash containers smell sour.

Level 5 – Unkempt Neglect

- Floors and carpets are dull, dirty, dingy, scuffed, and/or matted. There is a conspicuous buildup of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.

- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.
- Light fixtures are dirty with dust balls and flies. Many lamps (more than 5 percent) are burned out.
- Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.

Black River Technical College

Academic Complex	10,090
Admin Building A	38,323
Adult Ed/Continuing Ed	16,323
Auto Services Building	25,600
Admin Building B	25,105
Development Center/Business Tech	47,628
Education Building	5,212
Health Science Complex	39,234
Joe R. Martin Building	19,663
Law Enforcement Training Building	22,427
Library	10,957
Physical Plant	4,000
Physical Plant	12,000
Welding	6,720
Aviation Building	9,888
GCITC/Academic Complex - PARAGOULD	38,073
Maintenance Building - PARAGOULD	5,000
Math Center - PARAGOULD	3,000
	339,243

BLACK RIVER TECHNICAL COLLEGE
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-1010 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 with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold BRTC harmless and to indemnify BRTC for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which BRTC may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, BRTC will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. BRTC **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should BRTC determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>A. Contractor shall furnish all labor, supplies, materials, equipment, and incidentals necessary to provide environmental and janitorial services for the thirteen (13) buildings listed in the chart located in Section 15 titled Square Footage by Building</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 BRTC.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to BRTC shall be due to BRTC 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 the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract.</p> <p>3rd incident: BRTC reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>B. Supplies</p> <ol style="list-style-type: none"> 1. Contractor shall provide cleaning supplies, materials, and equipment needed to ensure satisfactory performance of this contract. 2. Contractor shall be responsible for receiving, handling, storage, and delivery of sanitizing and cleaning products or chemicals. 3. Restroom supplies, including tissue paper, hand towels, liquid soap, hand sanitizer and receptacle liners will be furnished by Contractor. 	<p>See Section A.</p>	<p>See Section A.</p>
<p>C. Storage</p> <ol style="list-style-type: none"> 1. Contractor shall store any equipment and cleaning supplies left at BRTC to service this contract in each building's designated area. 	<p>See Section A.</p>	<p>See Section A.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<ol style="list-style-type: none"> 2. The area must be sanitary, odorless, and free of health and fire hazards. 3. All supplies/chemicals and carts must be stored per standards set forth by BRTC Director of Physical Plant. 		
<p>D. Protection of Property</p> <ol style="list-style-type: none"> 1. Contractor shall take all precautions necessary to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, and any other items from the building. 2. Contractor shall also be responsible for any loss or damage to the State's property and to the property of others due to the Contractor's personnel, and shall make good, at its own expense, such loss or damage at the request of BRTC. 3. Contractor's Supervisor must visually check all employees when entering and leaving the building. 	See Section A	See Section A.
<p>E. Specifications for Services and Frequency</p> <ol style="list-style-type: none"> 1. Contractor shall generate a daily cleaning checklist specific to BRTC and require that all employees initial and date the checklist once those duties have been done. 2. Contractor's staff shall meet levels of service and the weekly, daily, or as-needed schedule as outlined in the RFP Section 6.2. 3. Contractor's staff shall service the buildings and areas of the BRTC as outlined in the RFP Section 6.2. All work must be completed without interfering with daily operations. 	See Section A	See Section A.
<p>F. Employment Requirements</p> <ol style="list-style-type: none"> 1. Contractor must provide, prior to contract start, to BRTC VPFA certification documents that any/all employees provided are current/negative in the following: <ol style="list-style-type: none"> a. Criminal Background checks <ul style="list-style-type: none"> • Performed by Arkansas State Police • Information shall not be more than seventy-two (72) hours old 2. Obtaining these certifications above shall be at the Contractor's expense and must comply with BRTC/State of Arkansas requirements. 		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
G. Training <ol style="list-style-type: none"> 1. All employees must be trained on use of chemicals, proper cleaning procedures, hazardous waste disposal, and all other areas deemed necessary by BRTC monitoring entities. 2. Employees must also attend BRTC's annual mandatory training, which includes but is not limited to: <ul style="list-style-type: none"> • fire/safety • confidentiality • professional conduct 3. All employees shall be governed by BRTC and departmental policies and procedures. 		

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, the 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 the vendor that hindered the performance of services of 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.