March 25, 2024

**Bid Opening Date:** 

**Bid Opening Time:** 

10:00 am CST

# **Invitation for Bid (IFB)**

SOLICITATION INFORMATION			
Solicitation Number:	FB-24-031	Solicitation Issued:	March 15, 2024
Description:	Campus Living Custodial Ad Hoc Services		

Per Arkansas Procurement Law and Bid Rules, it is the supplier's responsibility to submit bids at the designated location on or before the bid opening date and time. Submissions received after the designated bid opening date and time may be rejected as untimely. Procurement Services shall return them to the supplier without review. It is not necessary to return "no bids."

DELIVERY OF RESPONSE DOCUMENTS			
Delivery Address:	Office of Decourage and		
Bid's Outer Packaging:	Seal the outer packaging and mark it with the following information.  Solicitation number  Date and time of bid opening Prospective supplier's name and return address  Improperly marked packages may be opened for identification purposes.		

UA LITTLE ROCK PROCUREMENT SERVICES CONTACT				
Buyer:	Jen Crosland	Email:	jcrosland@ualr.edu	

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# Section 1 - General Instructions and Information

**Do not** respond to items in this section unless specifically and expressly required

### 1.1. Introduction

The University of Arkansas at Little Rock (UA Little Rock) is soliciting proposals from qualified and experienced suppliers to provide professional cleaning services for four residence halls and the University Village apartment complex. The successful supplier must provide all equipment and supplies necessary to complete the services described herein.

#### 1.2. Current Environment

The university seeks per-hour pricing for cleaning services in the Residence Halls and University Village during specific periods. The peak time for these cleaning services will be during the summer months but may extend throughout the year on an as-needed basis.

Occupied rooms will not need to be cleaned unless otherwise requested by Campus Living.

### **East Hall**

Traditional residence hall with double and single occupancy rooms. There are 159 bedrooms, 94 bathrooms, and 94 kitchenettes.

### West Hall

Two 6-story buildings with pod-style floor plans. There are 188 bedrooms and 144 shared bathrooms. Each pod has one (1) shared (full-size) kitchen, living room, and dining room.

## North and South Halls (also referred to as Commons Apartments)

Two- and four-bedroom apartment-style residence hall with 150 rooms per hall (300 rooms total). Four-bedroom units have 1.5 bathrooms and two-bedroom units have 1 bathroom.

# **University Village**

420-bed residence complex for sophomores, juniors, seniors, and graduate students. It features two- and four-bedroom apartment-style suites with private bathrooms.

A breakdown of the rooms for service are as follows:

Building Name	Total Number of Bedrooms	Total Number of Bathrooms	Number of Kitchens/ Common Areas	Notes
East Hall	159	94	94	1 bathroom and kitchenette per room
West Hall	188	144	0	Bathrooms are outside the rooms
South Hall	150	72	46	4 bedroom units have 2 bathrooms; 2 bedroom units have 1 bathroom
North Hall	150	72	46	4 bedroom units have 2 bathrooms; 2 bedroom units have 1 bathroom
University Village	420	420	84	1 kitchen and common area per apartment

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Suppliers must bid on all property areas listed BUT the university reserves the right to eliminate certain property areas as applicable for budgeting purposes.

### 1.3. Mandatory Site Visit

Wednesday, March 20, 2024 at 2:00 pm. Suppliers will meet Jennifer Crosland in front of West Hall proceeding to the Residence Halls and University Village after initial review and sign-in for the visit.

### 1.4. Point of Contact

The issuing officer is the sole point of contact in the selection process. Vendor questions regarding bid related matters should be made through the buyer. For question submission procedures see section 1.9 Clarification of IFB and Questions.

### 1.5. Type of Contract

- A. As a result of this IFB, UA Little Rock intends to award a contract to a single supplier.
- B. By submitting a signed proposal in response to this IFB, the prospective supplier represents and warrants that it will honor its proposal as being held open as irrevocable after this period.
- C. The initial term of a contract will be for **one (1)** year upon award.

### 1.6. Schedule of Events

Event Description	Date
Release of IFB	March 15, 2024
Pre-Bid Meeting	March 20, 2024
Questions from Bidders due	March 22, 2024
Answers to questions posted*	March 23, 2024
Bid Deadline/ Bid Opening	March 25, 2024
Evaluation complete*	March 25, 2024
Recommended award submitted for legislative approval*	March 29, 2024
Final legislative review*	April 17, 2024
Award Commences*	May 13, 2024

### Table A

### 1.7. Definition of Terms

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as defined therein.
- B. The buyer has made every effort to use industry-accepted terminology in this Bid Solicitation and will attempt to further clarify any point of an item in question as indicated in Clarification of Bid Solicitation.
- C. "Prospective Supplier" means a responsible offeror or respondent who submits a proposal in response to this solicitation.

<sup>\*</sup>Anticipated Dates.

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- D. The terms "Invitation for Bid", "IFB", "IFB Solicitation", and "Solicitation" are used synonymously in this document.
- E. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this IFB.
- F. "Proposal Submission Requirement" means a task a Prospective Supplier shall complete when submitting a proposal response. These requirements will be distinguished by using the terms "shall" or "must" in the requirement.
- G. "Requirement" means a specification that a Supplier's commodity and/or service must meet or exceed in the performance of its contractual duties under any contract awarded as a result of this IFB. These specifications will be distinguished by using the terms "shall" or "must" in the requirement.
- H. "University" means the University of Arkansas at Little Rock. When the term "University" is used herein to reference any obligation of the University under a contract that results from this solicitation, that obligation is limited to the University using such contract.
- I. "Prospective Supplier", "Supplier", and "Bidder" means a person who sells or contracts to sell commodities and/or services.
- J. "University of Arkansas at Little Rock", "UA Little Rock", "campus", and "university" are used synonymously in this document.
- K. "Business Day" means Monday through Friday, 8:00 am to 4:30 pm Central Time, excluding State Holidays.
- L. "State Holiday" means the following days during the year when State Offices are closed:
  - Christmas Day
  - Christmas Eve
  - Dr. Martin Luther King Jr.'s Birthday
  - George Washington's Birthday and Daisy Gatson Bates Day
  - Independence Day
  - Labor Day
  - Memorial Day
  - New Year's Day
  - Thanksgiving Day
  - Veteran's Day

Also, any day otherwise designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday is a State Holiday. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.

# 1.8. Clarification of IFB Solicitation

Submit any questions requesting clarification of information contained in this solicitation via email to the buyer no later than the date and time listed in Table A. Questions will be consolidated and responded to by the university as deemed appropriate. The university's consolidated, written response is anticipated to be posted on the university's website by the close of business on the date provided in Table A.

- A. For each question submitted, the prospective supplier should reference the specific solicitation item number to which the question refers.
- B. Prospective suppliers' If a prospective supplier's questions are unclear or non-substantive, the university may request clarification of a question(s) or decline to answer.

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- C. Prospective suppliers may contact the buyer with non-substantive questions before the proposal opens.
- D. The prospective supplier should notify the buyer of any term, condition, etc., that precludes the prospective supplier from submitting a compliant, responsive proposal. Prospective suppliers should note that it is their responsibility to seek resolution of all such issues, including those relating to the terms and conditions of the contract, before submitting a proposal.
- E. An oral statement by UA Little Rock will not be part of any contract resulting from this solicitation. It may not reasonably be relied on by any prospective supplier as an aid to interpretation unless it is expressly adopted in writing by UA Little Rock.

# 1.9. Response Documents

All responses should be submitted in English.

Do not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

### 1.9.1. **Bid Response Packet**

The following are submission requirements and should be submitted in the original bid response packet.

- A. Original signed Bid Signature Page (see Bid Response Packet)
  - a. An official authorized to bind the prospective supplier(s) to a resultant contract should sign the Bid Signature Page included in the Bid Response Packet.
  - b. The prospective supplier's signature signifies agreement to and compliance with all requirements in this IFB. Any exception that conflicts with Terms and Conditions or a requirement of this solicitation will cause the prospective supplier's bid to be rejected.
- B. **One (1)** original hard copy of the Official Bid Price Sheet. Pricing should be proposed in US dollars and cents.
- C. Prospective Supplier's Equal Opportunity Policy, if available
- D. Proposed Subcontractors Form, if applicable
- E. **One (1)** flash drive with the following documents in PDF format.
  - a. Bid Signature Page
  - b. Official Bid Price Sheet
  - c. Prospective Supplier's Equal Opportunity Policy
  - d. Proposed Subcontractors Form

## 1.9.2. Additional Copies of the Bid Response Packet

In addition to the original *Bid Response Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

a. **One (1)** redacted (marked "REDACTED") electronic copy of the original *Bid Response Packet*, on the flash drive. (See *Proprietary Information*.)

### 1.10. Additional Terms and Conditions

- A. This solicitation incorporates all of the Solicitation Terms and Conditions located on the UA Little Rock Procurement Services website here: <a href="https://ualr.edu/procurement/bids/">https://ualr.edu/procurement/bids/</a>.
  - a. Any special terms and conditions included in this solicitation shall override the Solicitation Terms and Conditions.
- B. Exceptions taken to any Requirement in this Bid Solicitation, whether submitted in the vendor's bid or in subsequent correspondence, shall cause the vendor's bid to be disqualified.

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- C. Suppliers may request exceptions to NON-Mandatory items. Any such request must be declared on the bid submission. Supplier must clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.
- D. Any purchase or contract as a result of this solicitation incorporates all the UA System Procurement Terms and Conditions as posted here: <a href="https://www.uasys.edu/system-office/finance-and-administration/procurement/">https://www.uasys.edu/system-office/finance-and-administration/procurement/</a>.
  - a. Any special terms and conditions included in this solicitation shall override the UA System Procurement Terms and Conditions.

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# **Section 2 - Specifications**

**Do not** respond to items in this section unless specifically and expressly required.

# 2.1. Specifications

## 2.1.1. GENERAL CLEANING EXPECTATIONS: ALL AREAS

- A. Clean and dust all walls, fixtures, corners, perimeters, door and window frames, ledges, moldings, handrails, baseboards, vents, and similar surfaces.
- B. Clean any glass in the door or glass panels surrounding the door.
- C. The entire area will be thoroughly swept or vacuumed to remove dust, dry soil, and other surface debris. Hard surface floors will be mopped to remove all soil and nonpermanent stains.
- D. All areas under chairs, trash receptacles, desks, and other furnishings, which are accessible, will be cleaned as well.
- E. Remove all litter, debris, spots, streaks, and visible soil from all surfaces.
- F. Remove all pencil and pen marks from surfaces, and any non-permanent stains, spots, and spills from tables and any furniture.
- G. Clean and disinfect all touch points to include door handles, push plates and bars, latching and locking hardware, and light switches.

### 2.2.1. GENERAL CLEANING EXPECTATIONS: RESTROOMS

The following expectations are in addition to those listed in Section 2.1.

- A. Clean and disinfect all the surfaces of the shower and tub with the appropriate solution to remove mineral deposits, mildew, or other embedded soil and stains.
- B. Clean every surface inside and out of toilets and disinfect.
- C. Use a descaler and clean as needed to remove any build up on chrome fixtures.
- D. Mop the floor with a germicidal disinfectant to include cleaning any floor drain.
- E. Remove all stains and spills.

### 2.3.1. GENERAL CLEANING EXPECTATIONS: KITCHEN

The following expectations are in addition to those listed in Section 2.1.

- A. Remove any nonpermanent stains, spots, or spills from tables, counters, and sinks.
- B. Clean interior and exterior of refrigerators including corners, edges, and surfaces.
- C. Wipe out the inside of the freezer removing any items left behind from the resident.
- D. Clean the stove top, burner plates, and spill pans.
- E. Remove all debris and stains from interior of oven, including the bottom drawer.
- F. Wipe and disinfect the insides and outside of all the drawers and cabinets.
- G. Remove any food particles, debris, grease residue, fingerprints, etc.
- H. Clean the interior and exterior of all microwaves and dishwashers.

### 2.4.1. SERVICE EXPECTATION

- A. Service will be on an as-needed basis.
- B. There is no minimum guarantee of work.
- C. Supplier should provide an expected response time for services to be provided.
- D. Response time should be no longer than three calendar days.
- E. Supplier shall be responsible for all damages occurring to the area during the course of performing these services. Supplier is expected to report preexisting damages to the university upon discovery.

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### 2.5.1. PERSONNEL REQUIREMENTS

- A. The supplier shall comply with all applicable governmental regulations related to the employment, compensation and payment of personnel and shall abide by all rules and regulations with regard to the employment of minors.
- B. The supplier and all employees of the vendor shall observe all university rules and regulations that are applicable to university employees while on campus.
- C. UA Little Rock is a tobacco free campus. Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and athletic facilities, owned or operated by UA Little Rock and on and within all vehicles on the university property, and on and within all university vehicles at any location.
- D. The following conduct is unacceptable for the vendor's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness.
- E. All supplier employees working on the UA Little Rock campus are to undergo and pass background checks before performing any cleaning service in the residence halls, University Village apartments, or other UA Little Rock owned and operated location. The supplier shall warrant that they shall only assign employees who have passed a criminal background check to perform work under this contract. The background checks shall demonstrate the worker has no convictions or pending criminal charges that would render the worker unsuitable. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses. The supplier warrants they will only send employees who have passed a background check(s). Supplier agrees to defend, indemnify and hold harmless UA Little Rock, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty.
- F. The most common minimum background check does the following:
  - a. Social Security Trace
  - b.County Level Criminal Search (in all counties as found by the Trace)
  - c. National Sex Offender Search Statewide Criminal
  - d.National Criminal Database Federal Criminal
  - e.State Sexual Offender Search
  - f. Motor Vehicle Report
- G. Employees are to be uniformed personnel with name badges or other identification prominently displayed.
- H. The supplier shall not subcontract all or any substantial part of the contract without prior written approval of the University. The supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Subcontractors shall be bound by the terms of any contract awarded under this solicitation.

# 2.6.1. PERFORMANCE STANDARDS

A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards* identifies

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- expected deliverables, performance measures, or outcomes; and defines the acceptable standards a Supplier **must** meet in order to avoid assessment of damages.
- B. The University **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the University 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 Supplier so as to establish standards that are reasonably achievable.
- C. All changes made to the Performance Standards **shall** become an official part of the contract and all Performance Standards **shall** continue throughout the term of the contract.
- D. Acceptable performance shall be determined solely at the discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance:
  - a. UA Little Rock will notify the prospective supplier of unacceptable performance and a meeting between UA Little Rock and the prospective supplier will take place to discuss and develop an informal plan of change.
  - b. UA Little Rock will notify the prospective supplier in writing of noncompliance of program deliverables and performance indicators. Within ten (10) working days of notification of noncompliance, prospective supplier must submit and implement a corrective action plan that is acceptable to UA Little Rock then pending submission and implementation of an acceptable corrective action plan, payment may be reduced or withheld as determined by UA Little Rock.
- E. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages. In the event a Performance Standard is not met, the prospective supplier will have the opportunity to defend or respond to the insufficiency. The University **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the prospective supplier that hindered the performance of services. In these instances, the University **shall** have final determination of the performance acceptability.
- F. Should any compensation be owed to the University due to the assessment of damages, the prospective supplier **shall** follow the direction of the agency regarding the required compensation process.

SERVICE CRITERIA	ACCEPTABLE RANGE	DAMAGES FOR INSUFFICIENT PERFORMANCE
Response time to departmental requests/ communications	Within 36 hours of department request/communications	Failure to meet the standard will result in a negative Vendor Performance Report. Recurring failure to meet this standard may result in contract cancelation.
Requested cleaning service is completed in a timely and professional manner	Within 3 business days of department request	Failure to meet the standard will result in a negative Vendor Performance Report and may be cause for contract cancellation or assessment of a 5% price reduction to services requested.
Invoices received in a timely manner	Invoices sent to Accounts Payable within 3 business days after service completion	Failure to meet the standard will result in a negative Vendor Performance Report.

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# **Section 3 - Terms and Conditions**

Do not respond to items in this section unless specifically and expressly required

# 3.1. Doing Business with UA Little Rock

- A. To conduct business with UA Little Rock, all suppliers must be registered and approved in PaymentWorks, our secure supplier management system.
- B. Procurement Services will issue the apparent successful supplier an invitation to PaymentWorks upon completion of the evaluation, release of the Intent to Award letter, and ALC approval.
- C. Failure to register in PaymentWorks may result in the cancellation of this award or resulting contract.
- D. For more information, see <a href="https://ualr.edu/procurement/suppliers/">https://ualr.edu/procurement/suppliers/</a>.

### 3.2. Piggyback Clause

Pursuant to Ark. Code Ann. § 19-11-249, any campus, unit, or division of the University of Arkansas System or any college or university in Arkansas will be eligible to acquire from the successful purchaser of bidder goods or services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.

### 3.3. Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American, or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion."

- A. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses.
- B. Per Arkansas Code Annotated § 15-4-303, a minority-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons, and a minority is defined as 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 Veteran Affairs
- C. Per Act 1080 of the 91st General Assembly Regular Session 2017, a women-owned business is defined 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.

### 3.4. Equal Employment Opportunity Policy

In compliance with Arkansas Code Annotated § 19-11-104, UA Little Rock must have a copy of the supplier's Equal Opportunity Policy before issuing a contract award. UA Little Rock will maintain a file of all supplier EO policies submitted in response to solicitations issued by this office.

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- A. *EO Policies* may be submitted electronically to the following email address: <u>procurement@ualr.edu</u>, but a hard copy should also be included with the bid response.
- B. Submitting an *EO Policy* to UA Little Rock is a one-time Requirement. Contractors are responsible for providing updates or changes to their policies and supplying *EO Policies* upon request to other state agencies, which must also comply with this statute.
- C. Prospective Contractors who are not required by law to have an *EO Policy* must submit a written statement to that effect.

# 3.5. Prohibition Of Employment Of Illegal Immigrants

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services of \$25,000 or greater shall certify with UA Little Rock that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this Bid Solicitation, a Prospective Contractor for services of \$25,000 or greater agrees and certifies that they do not employ or contract with illegal immigrants. In addition, if selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

## 3.6. Restriction Of Boycott Of Israel

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to:
  - a. A company that offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
  - b. Contracts with a total potential value of less than \$1,000.
- C. By checking the designated box on the first page of this bid, a Prospective Contractor agrees and certifies that they do not, and will not, for the duration of the contract, boycott Israel.

## 3.7. Restriction Of Boycott Of Energy, Fossil Fuel, Firearms, and Ammunition Industries

In accordance with Ark. Code Ann. § 25-1-1002, the respondent certifies that it is not currently engaged in a boycott of the energy, fossil fuel, firearms, and ammunition industries and agrees for the duration of its agreement not to engage in a boycott of the energy, fossil fuel, firearms or ammunition industries.

- A. The preceding does not apply to:
  - a. A financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A),
  - b. An agreement with a total potential value of less than \$75,000, or
  - c. A contract under which the supplier's price for the goods or services is at least 20% less than the lowest certifying business.

## 3.8. Restriction Of Contracts with Scrutinized Companies

In accordance with Ark. Code Ann. § 25-1-1001, the respondent certifies that the government of the People's Republic of China ("PRC") does not wholly own the bidder or hold a majority interest in the bidder. Bidder further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary, or affiliate of the bidder or in a subcontractor to be employed by the bidder

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- A. A "scrutinized company" is an entity in which the People's Republic of China holds 51% or greater ownership and includes any for-profit parent, subsidiary, or affiliate of such a company.
- B. This restriction applies regardless of the source of the funds but does not apply to exempt commodities and services.

# 3.9. Payment and Provisions

A. Invoices are accepted by mail or email. Supplier shall send invoices to one of the following:

PHYSICAL ADDRESS	EMAIL
University of Arkansas at Little Rock	ACCOUNTSPAYABLE@UALR.EDU
ATTN: Accounts Payable	
2801 South University Ave	
Little Rock, Arkansas 72204	

- B. Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the university.
- C. UA LITTLE ROCK may not be invoiced before delivery and acceptance of any equipment, service or commodity.
- D. Payment will be made only after the contractor has successfully satisfied the university as to the goods and/or services purchased.
- E. Suppliers shall provide an itemized invoice for all charges.
- F. The Purchase Order Number and/or UA Little Rock Supplier Contract Number (SPC) should be referenced on each invoice.