



**INVITATION TO BID
Janitorial Services
City of Fort Smith – Transfer Station
200 Wheeler
Fort Smith, AR 72901**

The City of Fort Smith Transit Department will receive sealed bids for the provision of janitorial services as specified herein. Sealed bids will be received until 2:00 p.m., Thursday, May 9, 2019. Bids will be opened and read aloud. It is the intent of the City to review the bids received and if necessary, conduct interviews with the prospective bidder(s) prior to bid award. Late bids shall not be accepted.

Bids may be mailed to:

City of Fort Smith
Transit Department
P O Box 1908
Fort Smith, AR 72902

Bids may be hand delivered to:

City of Fort Smith
Transit Department
6821 Jenny Lind Road, Transit Clerk
Fort Smith, AR 72908

I. PURPOSE

The intent of this Invitation to Bid (“ITB”) is to obtain the services of a qualified contractor (“Bidder”) to provide janitorial services for the City of Fort Smith, Transit Department Transfer Station (“City”), located at 200 Wheeler Avenue, Fort Smith, Arkansas.

A **MANDATORY** pre-bid meeting will be held at the Transfer Station, 200 Wheeler Avenue at 9:15 a.m., Friday, April 12, 2019, with a building walk-through to follow. Each potential bidder is required to attend this meeting for their bid to be considered. Please park at the convention center parking lot directly across from the transfer station. Please do not park in areas reserved for the utilities department or county jail. A Fort Smith Transit bus will be on site to shuttle prospective bidders to and from the transfer station.

*Each bidder shall be held to have attended the mandatory pre-bid meeting, examined the areas and premises under consideration and confirms that they fully understand these specifications. “Each interested bidder present shall be deemed eligible for bidding by placing their name on a sign-in sheet that will be available by City Staff” **No bids shall be accepted by anyone not present at the meeting and site inspection.** (Vendor Initials _____)*

Requests for information related to this Invitation should be directed to:

Angela Crase
Driver Leadperson
(479) 784-2291
E-mail address: transit@fortsmithar.gov

II. DISCREPANCIES

Should a bidder find discrepancies in the specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification at the mandatory pre-bid meeting to be held on Friday, April 12, 2019 at 9:15 a.m. Any changes to the ITB that result

from such a clarification request will be communicated through a written addendum and forwarded to each vendor present at the pre-bid meeting. Failure to acknowledge the addendum, if necessary, is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the City's.

III. BIDDER'S MINIMUM QUALIFICATIONS

Only those bidders who provide documentation in their bid that they satisfy the criteria established in this document shall be considered for further evaluation. Failure to include any of the required documentation may be cause for bid to be deemed non-responsive and rejected.

- A. Bidders must demonstrate they have been in business providing similar services for at least the last 5 (five) years.
- B. Bidders shall provide, at a minimum, three (3) comparable references of current work being performed. These references must be for work done for comparable building(s) with similar cleaning requirements.

IV. GENERAL INFORMATION AND REQUIREMENTS

A. General

The successful bidder shall be responsible for the transfer station excluding the mechanical and electrical room and any areas designated by the City. The information provided in this section is not intended to be a substitute for site inspection and verification of scope and difficulty of work to be performed. It is the City's expectation that the successful bidder shall have sufficient staff to start work on Monday, June 1, 2019.

B. Work Included

The work consists of providing custodial services inclusive of labor and equipment to clean the transfer station in accordance with the tasks and frequencies outlined for the performance of the projected work.

C. Work and Workmanship

The Contractor shall thoroughly complete each task in a professional, workmanlike manner, and shall use quality equipment that complies with all current regulations. The safety of workers, city staff, and the general public shall be paramount.

The ultimate responsibility of the Contractor is to provide a facility that is uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the City and the Contractor. The actual frequency of tasks that are performed may vary depending on user traffic, building renovation work, weather conditions and other uncontrollable and unpredictable factors. Regardless of these factors the Contractor will maintain City standards.

The City reserves the right to add similar items/services or delete items/services specified in the Contract as requirements change during the course of the Contract. If necessary, prices for items/services to be added or deleted from the Contract will be mutually agreed to by the City and the Contractor. A Contract amendment will be issued for each addition and/or deletion.

The Contractor shall provide all labor, and equipment necessary for cleaning and maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

The Contractor shall designate or assign a representative(s) to act on behalf of the Contractor, if other than the Contractor himself/herself, on all matters affecting work hereunder. Should this individual change, the Transit Department must be notified within 24 hours after the change.

The Contractor recognizes that other program activities and repair and maintenance operations may be conducted at the facility by City work forces and other parties under Contract with City. The Contractor may be required to modify or curtail certain tasks and operations when this occurs.

D. Access

Access to transfer station shall be in accordance with instructions, keys/combinations issued and provided by the Transit Department. The Contractor shall take all reasonable precautions to ensure that security of the transfer station and internal equipment, furnishings and other items are maintained at all times.

The Contractor shall be responsible for the keys/combination assigned to it and shall assign the same keys/combination to its personnel for use in maintaining the facility. The Contractor shall be responsible for the proper use and safe keeping of the keys/combination issued by the City to the Contractor.

When leaving the facility, the Contractor's staff shall ensure that all internal and external windows and doors are closed and secured. If the Contractor's staff fails to properly secure the facility, the City will deduct any resulting fees and/or the cost of City staff time required to correct the situation from the Contractor's monthly payment.

The Contractor shall report any unauthorized access concerns to the Transit Department within twenty-four (24) hours after discovery. The Contractor shall reimburse the city for the total cost, as determined by the city, of altering the facility keys/combination. The Contractor shall be responsible for any inherent damages caused by issuance of the keys/combination. This cost may be withheld from payment(s) owed the contractor. The decision to alter the keys/combination to the facility is solely that of the Transit Superintendent.

Upon expiration or termination of the Contract, the Contractor shall return the keys and inform the city of the need to alter the combination.

E. Temporary Suspension of Work

The Transit Department shall have the authority to suspend work by the Contractor, wholly or in part for such period as necessary due to unsuitable work conditions, failure of Contractor to carry out directions, unsafe or hazardous conditions, or failure to perform in accordance with these provisions.

The Contractor shall request permission of the Transit Department, during City business hours, to temporarily suspend work wholly or in part for such period as

necessary due to unsuitable, unsafe, or hazardous work conditions or failure of City to notify the Contractor of changes in locks, security codes or access to the facility and offices being cleaned.

F. Contractor's Damages

The Contractor shall be responsible for ensuring that all reasonable precautions are taken to protect furnishings, fixtures, equipment, computers, flooring, window coverings, tele-communications and electrical equipment and cables, and all other physical objects in the building being cleaned. Upon verification by the Transit Department of causes and costs of damage, Contractor shall reimburse the city for said damage.

G. Cleaning Materials & Supplies

The City of Fort Smith will provide all paper towels, toilet paper, trash bags and liners, and hand soap to the Contractor awarded this bid. The costs for these items shall not be included in the bid total. The bid shall include all labor, cleaning materials and supplies required to meet these specifications. Dispensers on restroom walls, towels, and deodorants will be provided by the City. Successful bidder shall furnish all cleaning chemicals and equipment. It shall be the responsibility of the successful bidder(s) to furnish material safety data sheets (MSDS) as applicable, and to insure all containers are labeled in accordance with the State of Arkansas standards and requirements.

The Transit Department shall identify and authorize the Contractor to use a designated area for storage as needed. If the designated area is shared with City, the Contractor shall clearly identify materials and supplies belonging to the Contractor.

H. Cleaning Equipment

All necessary cleaning equipment including power drive floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all other necessary equipment needed for the performance of the work of this Contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the building and its contents. **Note:** All equipment such as brooms, mops, and vacuums shall be available for use by the City staff when necessary.

Electrical power (110) volts will be furnished by City at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of the work performed. The Contractor shall be responsible for any damage caused to the electrical outlets and their covers caused by the improper disconnection of equipment. Hot and cold water is available as necessary for cleaning as well.

Note: Adequate paper supplies, hand soap, trash liners (and other) shall be stored in a locked equipment room. The Transit Department staff will have a key/combination to the equipment room in the event supplies become short during the day and need replenishment.

I. Use of City Property, Facilities, and Equipment

The Contractor shall not use City facilities, property, or equipment for personal or company business. Any Contractor employees who inappropriately use City

equipment shall be immediately removed from the Contract and a replacement shall be made available immediately.

J. Inquiries and Complaints

The Contractor shall provide a method(s) to enable the City to contact a representative of the Contractor, who is proficient in English, to take necessary action regarding inquiries, complaints and emergencies. The Contractor shall reply to the City within one (1) hour after being contacted by the City.

During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage, the City may, after reasonable attempts to notify the Contractor, cause such action to be taken by the City work force and charge the cost thereof as determined by the City to the Contractor or may deduct such cost from an amount due to the Contractor from the City.

All complaints shall be resolved as soon as possible after notification, but in all cases within the next date of scheduled custodial services, and to the satisfaction of the Transit Department. If any complaint is not resolved within this time, the City shall be notified immediately of the reason for not resolving the complaint, followed by a written report to the City within five (5) days. If the complaints are not resolved within the time specified or to the satisfaction of the City, the City may correct the specific complaint and the total cost incurred by the City will be deducted from the payments owed to the Contractor.

K. Labeling of Supplies/Chemicals

The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this contract. Marking or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all federal, state and City laws, ordinances, rules and regulations.

L. Slip Resistance

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

M. Facility Checks

The Contractor, after completion of work, shall perform on site safety checks of both the interior and exterior of the facility. The safety checks will be recorded and maintained by the Contractor.

N. Hours and Days of Custodial Services

The Contractor shall provide nightly custodial services, Tuesday, Thursday and Saturday for a minimum of thirty (30) minutes per day. The work should be performed after 6:00 p.m., but may be adjusted to suit City needs. Weekend hours, when necessary, shall be at the Contractor's discretion and upon notification of the Transit Department staff. The Contractor shall not provide custodial services on the following holidays:

New Year Day (January 1)
Martin Luther King, Jr. Day
Good Friday
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Veteran's Day
Thanksgiving Day (4th Thursday in November and the following Friday)
Christmas Day (25th of December and the following work day)

In all cases the Contractor shall work at the convenience of the occupant. The base time of service may be changed to meet site program needs.

The Contractor must notify the Transit Department of any problems or service interruptions within twenty-four (24) hours or next business day. Unavoidable service disruptions may be made up subject to the sole discretion of the Transit Department. Repeated custodial service interruptions without justification or approval of the Transit Department shall be subject to termination of contract.

O. Custodial Services Schedules

The Contractor shall, within thirty (30) days after the effective date of the Contract, submit a work schedule to the Transit Department for review and approval. Said work schedule shall be based on a twelve-month calendar identifying and delineating the time frames for the required work (i.e., weekly, monthly, semi-annual, and annual tasks) by the day of the week, week, and month.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Transit Department for review, and if appropriate, approval, within five (5) working days prior to scheduled time for the work.

At the discretion of the City, monthly meetings between the Contractor and the Transit Department may be scheduled to determine progress and address any changes in schedules, problem areas, etc.

Changes or variations in scheduling may be necessitated by City special events, meetings, classes, etc. The Contractor shall adapt any or all schedules to the City's requests.

P. Supervisor

The Contractor shall provide necessary on-site supervision for the work hours. Contractor's supervisor shall be literate and conversant in the English language because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with City staff. Contractor's supervisor shall also be capable of communicating fully with all employees in the event they do not speak English. The City authorized representative will be the sole judge of the communication level. The Contractor shall be required to provide as much supervision as required to correct performance problems. In the event of any

absence of the regular supervisor, the Contractor shall provide a substitute of equal or greater skills. The Contractor shall be required to provide to the City the name and position of the supervisor within the company.

Q. Mandatory Qualifications for Contractual Personnel

The building shall be fully staffed for work required under the Contract. All personnel shall receive close and continuing first-line supervision by the Contractor. Custodians employed by the Contractor shall be fully trained and skilled in safe and proper housekeeping techniques. The use of custodians who are not adequately trained may be sufficient grounds for termination of the Contract.

The Contractor shall obtain criminal, background checks on all Contract personnel at the start of this Contract or upon employment, and at least once per year thereafter. The Contractor shall inform the Transit Department of any criminal convictions of any type for Contract personnel within five (5) days of obtaining the information. Background checks must be complete before any of the Contractor's personnel will be allowed on-site.

Contractor shall supply the Transit Department with a current list of all employees that will perform work at the facility. Each of these employees shall be adequately trained and have had criminal background checks. If the Contractor uses employees not on the list, the City may order that person(s) off the property and deduct the labor cost from the monthly invoice. Repeated use of employees not on the current list may be grounds for termination of the Contract.

The City reserves the right to require immediate removal of any employee from service that it deems unfit for ANY reason. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

R. Subcontractors

All bidders shall include a list of all subcontractors or potential subcontractors with their bid. The City reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the Transit Superintendent. Any such replacement shall be at no additional expense to the City nor shall it result in an extension of time without the City's approval.

S. Employee Identification and Building Access

1. All Contractor employees shall bear the company name/logo.
2. Identification badges shall be furnished by the Contractor and worn by all employees while on City premises. The badge shall have the employees' name, employee photo, and name of firm.
3. Access to each office in the building shall be as directed by the Transit Department or their representative. Contractor will be supplied with a list containing points of contacts and corresponding phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by the

authorized City representative. All doors shall be locked on completion of cleaning.

T. Daytime Emergency Housekeeping Service

1. The Contractor shall have available, one staff person who can respond to daytime housekeeping emergencies. The person shall be fully trained in safe and sanitary housekeeping procedures, be an employee of the Contractor, and be familiar with the facility.
2. The Contractor shall be required to have an emergency telephone number. This number shall be provided to the Transit Department prior to start of service.
3. The Contractor shall respond, on-site within one (1) hour after the emergency number is activated (called) by City.

U. Non-interference

The Contractor shall not interfere with the public use of the facility and shall conduct its operations so as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the custodial services are performed.

V. References

All bidders shall include, with their bids, a list of at least three (3) current references (see *Reference Form*) for contracts held by the Contractor that are similar in scope to the services required in these specifications. This list shall include company name, person to contact, address, telephone number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of bid as non-responsive. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference. Bidder must state if a contract has been nullified or cancelled by a client in the past two years, and if so, describe the facts of the situation on a separate sheet and include that with your bid.

V. SCOPE OF SERVICES

A. Floors: Resilient Tile & Concrete

The Contractor shall begin cleaning each operation by sweeping floor with a treated dust-mop to remove all dirt, dust, trash, particles, and other debris. The Contractor shall utilize a mildly abrasive pad (or equivalent) to remove all scuff marks, scars, streaks, spills, stains, gum, tar, and other foreign substances. The Contractor shall then wet mop the floor. When wet mopping, the Contractor shall ensure that the floors, walls, baseboards, corners, thresholds, and adjacent surfaces are free of dirt, dust, marks, scars, streaks, spills, stains, gum, tar, and other foreign substances, including those resulting from the cleaning equipment and the splashing of cleaning solution. The Contractor shall ensure that all cleaning solutions have been mixed according to manufacturer's directions and are appropriate for the floor surface.

B. Buff Floors: Resilient Tile & Concrete

Up to 4 x per year: The Contractor shall damp mop, and then spray buff floor(s) with an approved floor wax and a high-speed polisher with an abrasive pad. This operation shall take place after the daily cleaning operation has been completed. Excessive wax build-up shall not be present on floor, corners, or baseboards.

- C. Clean Walls, Wall Cabinets & Partitions
The Contractor shall spot clean walls, including light switches, wall cabinets, and partitions to remove all dirt, cob webs, mold, graffiti, grease, marks, stains, smears, mold, and other foreign substances. The Contractor shall ensure that the walls, wall cabinets, and partitions are uniformly clean, and that there are no smudge spots on the wall overlaps, and that water/cleaning fluids are not spilled onto floors or adjacent areas.
- D. Clean Glass Doors, Partitions & Panels
The Contractor shall spot clean glass doors, glass partitions, and glass panels. The glass surfaces shall be completely cleaned and dried, and shall present a uniform appearance free of all dirt, grime, smudges, stains, streaks, and foreign substances.
- E. Clean Doors & Door Frames
Weekly: The Contractor shall spot clean doors, including door glass and handles, and door frames to remove all dirt, cob webs, mold, graffiti, grease, marks, stains, smears, and other foreign substances. The Contractor shall ensure that water/cleaning fluids are not spilled onto floors or adjacent areas.
- F. Clean Ceiling Vents & Light Fixtures
3 x per year: The Contractor shall dust and spot clean the ceiling vents and light fixtures to remove all dirt, particles, and cob webs. The Contractor shall notify the Transit Department of burned out light bulbs and missing or damaged ceiling tiles.
- G. Clean Furnishings
Daily: The Contractor shall spot clean all furnishings (i.e., furniture) such as benches, cabinets, counters, and other furnishings, including legs and bases as is appropriate to type. Furnishings shall be free of dust, particles, lint, litter, stains, smudges, fingerprints, gum, tar, grease, marks, streaks, and foreign substances. Items on top of the furnishings shall not be disturbed during the cleaning procedure.
- Wood: The Contractor shall use a soft clean cloth and an approved aerosol polish to clean surfaces. Wood furnishings shall not have an oily film when the surface is rubbed lightly with fingertips.
 - Hard surface (other than wood): The Contractor shall use a sponge, clean cloth, and spray bottle of neutral detergent or glass cleaner to clean washable surfaces. Glass cleaner shall be used on all glass surfaces. After cleaning, these surfaces shall have a clean, uniform appearance, free from streaks, spots, and other evidence of removable soil.
 - Vinyl: The Contractor shall wipe surfaces down with a cloth or sponge with an appropriate cleanser, re-wipe with a clean damp cloth, and dry with a clean cloth.
 - Cloth: The Contractor shall use a lightly treated dust cloth, tank vacuum with dusting attachment, or a combination thereof to clean surfaces. When spot cleaning cloth furnishings, the Contractor shall use a spray foam product and a sponge to agitate the area; any dampness shall be removed by blotting area with a clean soft cloth. The Contractor shall notify the Transit Department if spot-

cleaning effort is not effective.

- H. Dust Ledges, Shelves, & Other High Surfaces
Bi-Weekly: The Contractor shall dust ledges, windowsills, vending machine tops, shelves, and other high surfaces. These items shall be free of dust, dirt, cobwebs, and other foreign substances.
- I. Empty & Clean Trash Receptacles
Daily: The Contractor shall empty all trash receptacles. Liners shall be replaced daily. All trash must be bagged before it is placed in the large trash can in the equipment room. The interior and exterior of trash receptacles will be free of trash, liquids, gum, grease, and other foreign substances. Those trash receptacles which are found to contain liquids or other substances which could be the cause of odors shall be washed out and dried before new liners are installed. The Contractor shall place the removed trash into the large trash container located in the equipment room.
- J. Clean Drinking Fountain
Daily: The Contractor shall use an approved germicidal disinfectant, applied from a spray bottle, a clean sponge, small brush or mildly abrasive pad to remove all hard water deposits, obvious soil, streaks, smudges, and foreign substances from the drinking fountain and entire cabinet. Drinking fountain must be sanitized.
- K. Clean Restrooms
The following tasks shall be completed daily:
1. Clean and disinfect sinks, toilets, baby change stations, urinals, & exposed plumbing: The Contractor shall use a germicidal detergent, a clean sponge, abrasive pad, toilet bowl mop, clean cloth and cleanser to completely clean and disinfect all exposed surfaces of sinks, toilets, and urinals. The cleaning shall include the drying and polishing of all exposed hardware. The interior of toilets, toilet seats, and urinals shall be scoured using a bowl mop. After the interior has been scoured, the fixture shall be flushed and the water level followed down with a circular motion of the bowl mop to remove stains and chemical rings. After cleaning, the fixtures shall present a clean, bright, shiny appearance. Fixtures shall be free of all visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits, and other foreign substances. All metal hardware such as flush valves, faucet valves, and faucets shall be wiped dry and be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be immediately reported to the Transit Department.
 2. Clear sink, urinal & toilet stoppages: The Contractor shall attempt to clear all toilet and sink stoppages by use of a plunger or other device. If the attempt to clear the stoppage(s) has failed, the Contractor shall post an "out of order" sign on the sink, urinal, or toilet stall door, and shall report the stoppage(s) to the Transit Department. Where main sewer stoppages occur, the Contractor shall secure/lock the rest room, post an "out of order" sign on the rest room door, and shall report the stoppage to the Transit Department.
 3. Clean walls, partitions, door frames & door handles: The Contractor shall spot clean walls, partitions (including the interiors of toilet stalls and doors), door frames, and door handles to remove all dirt, cob webs, graffiti, grease, marks,

blood, feces, stains, smears, mold, and other foreign substances. The Contractor shall ensure that water/cleaning fluids are not spilled onto floors or adjacent areas.

4. Clean & disinfect rest room floors: The Contractor shall begin cleaning/disinfecting operation by sweeping floor with a dust mop or broom to remove all dirt, dust, trash, particles, and other debris. The Contractor shall then thoroughly wet the entire floor utilizing a wet mop, mop bucket and wringer, and a germicidal disinfectant solution. The solution must be allowed to remain on the floor for three to four minutes, and shall then be agitated using a scrub brush or an abrasive pad. The cleaning solution shall be removed using a well-wrung mop. After being mopped, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings, and grout should be free of mold or other evidence of soil. The Contractor shall ensure that there are no splash marks or mop streaks left on fixtures, walls, baseboards, trash receptacles, etc.

5. Empty & clean trash receptacles: The Contractor shall empty all trash receptacles. Note: Items/materials near or around trash cans shall not be considered trash if they are not marked as trash. The Contractor shall only remove items that are actually in the trash receptacles or specifically labeled as “trash.” The Contractor shall emphasize this procedure with all cleaning staff.

Liners shall be replaced daily. The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease, and other foreign substances. Those trash receptacles which are found to contain liquids or other substances which could be the cause of odors shall be washed out and dried out before new liners are installed. The Contractor shall place the removed trash into the container located in the equipment room. No trash should be left on the ground around the enclosure, or on top of the enclosure.

6. Clean mirrors: The Contractor shall remove all soil, streaks, smudges, film, and foreign substances from the mirror surface and frame using glass cleaning solution (in a spray bottle) and a cloth. Mirror surface shall be polished with a clean, dry cloth so that it presents a uniform, clean appearance. Adjacent shelves, where present, shall be cleaned in the same manner.

7. Fill & clean paper dispensers: The Contractor shall refill all paper towel, toilet tissue, sanitary napkin, and other paper dispensers to the proper fill level. The Contractor shall also wipe clean the dispensers and adjacent surfaces with a germicidal detergent to remove hand prints and smudges.

8. Fill & clean soap dispensers: The Contractor shall refill all soap dispensers to their proper fill level, in accordance with manufacturer’s instructions. The Contractor shall also wipe clean the dispensers and adjacent surfaces, removing any spills created during the refilling process. The Contractor shall check all dispensers for proper operation, and shall report inoperative devices to the Transit Department.

L. Restroom Floors

The following tasks shall be completed four (4) times a year:

1. Strip and seal floors: The Contractor shall seal floors, with an approved sealer.

No wax shall be applied. The Floor shall be free of dirt, dust, mold, streaks, marks, stains, cleaning application residue, watermarks, cleaning equipment marks, splashing, and dissolved and finished particles, and other foreign substances. Walls, baseboards, and other surfaces shall be clean and free of watermarks, cleaning equipment marks, and splashing. The Contractor shall ensure that baseboards, tile, fixtures and other equipment is not damaged, disfigured, or impaired.

2. Clean ceiling vents, & light fixtures: The Contractor shall thoroughly clean, using a germicidal disinfectant and sponge or clean cloth, the ceiling vented and light fixtures to remove all dirt, grease, particles, cob webs, and other foreign substances.

VI. CONTRACT TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Contract Terms and Conditions:

A. Insurance

The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract. **Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the City.**

The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Arkansas.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the City, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

B. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying

policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation	Statutory limits
2. General Liability	
Per Occurrence	\$1,000,000
Personal/Advertising Injury	\$1,000,000
General Aggregate	\$1,000,000
Fire Damage Legal Liability	\$100,000
3. Automobile Liability	
Combined Single Limit	\$1,000,000

C. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the City. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. The Contractor agrees to provide insurance issued by companies admitted within the State of Arkansas or Oklahoma.
3. The Contractor will provide on request, certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the City. These certified copies will be sent to the City from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
4. Any certificates provided shall indicate the Contract name.
5. The City shall be named as an "additional insured" on the Automobile and General Liability policies.
6. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

D. Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the City from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. For purposes of this paragraph, "City" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the City or to reimburse the City for its attorney's fees and costs related to the claim. This section shall survive the Contract.

E. Safety

All Contractors and subcontractors performing services for the City are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

F. Drug-Free Workplace

During the performance of this Contract, the Contractor agrees to provide a drug-

free workplace for the Contractor's employees; Contractor shall notify its employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

G. Employment of non-U.S. Citizens

By entering this Contract, the Contractor certifies that it will comply with all laws and regulations concerning work performed by persons who are not citizens of the United States as to any and all services and work performed for the City of Fort Smith. By accepting the terms and conditions of this contract, the Contractor is fully cognizant that, pursuant to City of Fort Smith Resolution No. 121-08, the Contractor shall be subject to an administrative penalty of up to five hundred dollars (\$500.00) for any violation related to this certification.

H. Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The City may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the City. Further, the City may, from time to time, make inspections of the work performed under the Contract. Any inspection by the City does not relieve the Contractor of any responsibility in meeting the Contract requirements.

I. Exemption from Taxes

The City is not exempt from Arkansas taxes.

J. Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Transit Director.

K. Termination

Subject to the provisions below, this Contract may be terminated by the City upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the City until said work or services are completed and accepted.

1. Termination for Convenience

The City may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

2. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

L. Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the State of Arkansas.

M. Licensure

To the extent required by the City of Fort Smith, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

N. Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City of Fort Smith. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person, or allow any other person access to, any information related to the City or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the City, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision will result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Transit Superintendent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the City as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

O. Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the Pricing Form.

P. Basis for Award

The evaluation of this bid shall be made on the following (but not limited to) criteria (in no particular order of emphasis):

- Size of Contractor's operation and availability to meet the City's needs
- Relevant experience
- Ability of Contractor to meet the insurance requirements
- Proposed pricing
- Previous experience(s) of Contractor
- References review and recommendations

Q. Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions.

R. Length of Contract with Option to Renew

The term of this agreement is intended for a one (1) year period beginning at the time it is signed by the Contractor and an authorized representative of the City of Fort Smith. The City of Fort Smith may desire to exercise an option to renew the contract for up to six (6) consecutive one (1) year periods under the terms and conditions herein. This renewal is contingent upon a mutual agreement between the City and the successful Contractor. The City may exercise its option at any time during the contract or previously exercised option period. Either the City or the Contractor may decline to exercise the option for any reason whatever, and such declination would render the renewal option null and void. The City of Fort Smith reserves the right to cancel this contract within a 30 day written notice. Coordination with the Transit Department is required prior to the start of the contract to ensure clear understanding of the requirements and procedures.

ANY OPTION ACCEPTANCE MUST BE CONFIRMED BY THE CITY, IN WRITING, BEFORE IT BECOMES VALID.

Would the Contractor accept the option to renew, subject to the above stated conditions?

YES _____ NO _____

If necessary, the contractor is advised that price adjustments may be allowed for any option period, prior to the renewal of the contract. Any price increase is governed by the paragraph below titled "Price Adjustment Clause".

PRICE ADJUSTMENT CLAUSE - OPTION PERIODS:

If the successful vendor makes general increases/decreases in the price of their services, any such increases/decreases in price may be added to the bid price after (1) the vendor gives thirty (30) days' written notice (prior to the commencement of the renewal contract period) of the increases/decreases to the Transit Director of the City and (2) the reason for increases/ decreases and shall furnish to the City with the dates on which the anticipated increases/decreases in price shall be effective. If the price increases are unacceptable to the City, the City shall be allowed to cancel the contract.

NOTE:

Supplies: The City of Fort Smith will provide all paper towels, toilet paper, trash bags and liners, and hand soap to the Contractor awarded this bid. The costs for these items shall not be included in the bid total. The bid shall include all labor, cleaning materials and supplies required to meet these specifications. Dispensers on restroom walls, towels, and deodorants will be provided by the City. Successful bidder shall furnish all chemicals and equipment.

Pre-bid Sign-in Sheet: “Each interested bidder present shall be deemed eligible for bidding by placing their name on a sign-in sheet that will be available by City Staff”

IMPORTANT:

Clauses: Due to Federal Transit Administration (FTA) funding of this project, the following requirements shall apply to the successful bidder as required by FTA Circular 4220.1F:

No Federal Government Obligation to Third Parties: Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Program Fraud and False or Fraudulent Statements and Related Acts: (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Access to Records and Reports: The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Federal Changes: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights: The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises (DBE): The contract shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of this DOT-

assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Fort Smith deems appropriate.

Incorporation of Federal Transit Administration Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fort Smith requests which would cause the City of Fort Smith to be in violation of the FTA terms and conditions.

Debarment and Suspension: This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by bidder. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to bidder, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Energy Conservation: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Bidders Signature Acknowledging Adherence to Federal Contract Clauses



INVITATION TO BID
Janitorial Services
City of Fort Smith – Transfer Station
200 Wheeler Avenue
Fort Smith, AR 72901

The following shall be returned with your bid. Failure to do so may be cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that it has received all addendums.

ITEM:	INCLUDED: (X)
1. Addendums (if necessary)	_____
2. Mandatory meeting & site inspection (page 1)	_____
3. Option to renew (page 16)	_____
4. Federal Clauses(page 17)	_____
5. Pricing Form (page 21)	_____
6. Reference Form (page 22)	_____
7. Payment Terms: _____ net 30 or _____ Other	_____
8. W-9 Form	_____
9. Certificate of Insurance	_____

The City hereby notifies all bidders that in response to this notice, bidders will not be subjected to discrimination on the basis of race, color, sex, or national origin in consideration of this award. The City encourages participation of small, minority, and woman owned business enterprises in the procurement of goods, services, and construction, either as a general contractor or subcontractor.
The City of Fort Smith is an Equal Opportunity Employer. EOE/MF.



INVITATION TO BID
Janitorial Services
City of Fort Smith – Transfer Station
200 Wheeler Avenue
Fort Smith, AR 72901
PRICING FORM

ALL BIDS SHAL HAVE AN ORIGINAL SIGNATURE (PLEASE BE SURE TO USE A BLUE INK PEN)

<i>Company</i>	<i>Name:</i> <i>(Print or Type)</i>
<i>Federal Tax I.D. No.</i>	<i>Signature*</i>
<i>Mailing Address</i>	<i>Title</i>
<i>City</i>	<i>Date</i>
<i>State</i> <i>Zip Code</i>	<i>Tel. No.</i> <i>Fax</i> <i>No.</i>
<i>In business since:</i> _____	<small><i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i></small>
<i>E-Mail</i>	

NOTICE TO BIDDERS: The following required services shall be provided according to the contract terms and conditions contained herein.

Janitorial Services for the City of Fort Smith, Municipal Offices

Monthly Rate _____ x 12 Yearly \$ _____

(Written Amount)

Floor Waxing (Approx. 4 times per year)

\$ _____ (per waxing X 4)

(Written Amount)

Emergency Service Rate

\$ _____ (per occurrence)

(Written Amount)



INVITATION TO BID
Janitorial Services
City of Fort Smith – Transfer Station
Reference Form

1. Company Name: _____ Contact Person _____

Address: _____

Telephone Number: _____

Email Address: _____

Type of work performed: _____

2. Company Name: _____ Contact Person _____

Address: _____

Telephone Number: _____

Email Address: _____

Type of work performed: _____

3. Company Name: _____ Contact Person _____

Address: _____

Telephone Number: _____

Email Address: _____

Type of work performed: _____
