

REQUEST FOR PROPOSALS

RFP #2023-001



ISSUED BY:

University of Arkansas Community College at Morrilton
Jeff Mullen, APO
Vice Chancellor for Finance
1537 University Blvd.
Morrilton, AR 72110
(501) 977-2125

PROPOSAL NAME: MANAGEMENT OF LANDSCAPE & GROUNDS MAINTENANCE SERVICES

ISSUE DATE: October 31, 2022

MANAGEMENT OF LANDSCAPE & GROUNDS MAINTENANCE SERVICES

ACKNOWLEDGEMENT OF RECEIPT

Please fill in the requested information below as acknowledgement that you have received the Request for Proposal noted above. If your firm is interested in participating, this sheet must be completed and returned or faxed to the University of Arkansas Community College at Morrilton, Purchasing Office, Attn: Anna Halbrook, 1537 University Blvd, Morrilton, AR 72110. Fax 501-808-7111. By doing this, we will be able to provide notification of any addenda to the RFP.

Name of Firm: _____

Fax #: () _____ **Telephone #** _____

_____ **Yes, our company does have an interest in responding**

_____ **No, our company does not have an interest in responding**

Name: (Print) _____ **Title:** _____

Signature _____ **Date:** _____

Email Address _____

TABLE OF CONTENTS

SECTION 10	ADMINISTRATIVE OVERVIEW
10.1	Background
10.2	Purpose
10.3	Issuing Officer
10.4	Contract Administrator
10.5	Anticipated Procurement Timetable
10.6	Submission of Proposals
10.7	Presentation
10.8	Rejection of Proposals
10.9	Contracting Conditions
10.10	Public Opening of Proposals
10.11	Contract Awarding and Signing
10.12	Payment and Invoice Provisions
10.13	Proposal Evaluation
SECTION 20	SCOPE
20.1	Introduction
20.2	Purpose
20.3	General Requirements & Expectations
20.4	Work to be Performed
20.5	Specifications – Services & Frequency
20.6	Personnel
20.7	Protection of Property
20.8	Storage
SECTION 21	VENDOR
	Vendor Experience & References, Staffing
SECTION 30	REQUIREMENTS
30.1	Evaluation Criteria
30.2	Cost
SECTION 40	TECHNICAL AND BUSINESS PROPOSAL
40.1	Introduction
40.2	Transmittal Letter

40.3	Appendix
40.4	Executive Summary
40.5	Vendor's Background and Experience
40.6	Vendor's Qualifications and Credentials
40.7	Price Proposal
40.8	Independent Price Determination Certification Statement
40.9	Bid Price Certifying Statements and Bid Price
SECTION 50	GENERAL TERMS AND CONDITIONS
50.1	Legal Consideration
50.2	Public Disclosure
50.3	Ethical Standards Law
50.4	Term of Contract
50.5	Termination of Contract
50.5.1	Termination for Default
50.5.2	Termination for Convenience
50.5.3	Termination for Unavailability of Funds
50.6	Procedure on Termination
50.6.1	Termination of Claims
50.7	Vendor as Independent Contractor
50.8	Force Majeure
50.9	Disputes
50.10	Confidentiality of Information
50.11	Public Disclosure
50.12	Inspection of Work Performed
50.13	Subcontracts
50.14	Indemnification
50.15	Assignment
50.16	Employment Practices
50.17	Waiver
50.18	State Property
50.19	Contract Severability
50.20	Attorney's Fees
50.21	Environmental Protection
50.22	Liability
50.23	Records Retention
50.24	Access to Vendor's Records
50.25	Insurance
50.26	Restriction of Boycott of Israel
SECTION 60	STANDARD TERMS AND CONDITIONS
SECTION 70	PROCUREMENT
70.1	Rules of Procurement

70.2	Points of Contact
70.3	Written Questions Concerning the Request for Proposals
70.4	Requests for Proposals Amendments
70.5	Cost of Preparing Proposals
70.6	Disposition of Proposals
70.7	Proposal Amendments and Rules of Withdrawal
70.8	Acceptance of Proposals
70.9	Evaluation of Proposals
70.10	Award Notice
70.11	Protest of Award

APPENDIX A	Official Pricing Sheet - Landscaping Maintenance Services
APPENDIX B	Official Pricing Sheet - Grounds Maintenance Services
APPENDIX C	Official Pricing Sheet - Combined Landscaping & Grounds Maintenance Services
APPENDIX D	Independent Price Determination Certification Statement
APPENDIX E	Bid Price Certifying Statement
APPENDIX F	Certification Form
APPENDIX G	Contract Grant and Disclosure Forms
APPENDIX H	Campus Map
APPENDIX I	Restriction of Boycott of Israel

MANAGEMENT OF LANDSCAPE & GROUNDS MAINTENANCE SERVICES

SECTION 10 ADMINISTRATIVE OVERVIEW

10.1 Background

The University of Arkansas Community College at Morrilton (UACCM) is a two-year campus of the University of Arkansas System. UACCM serves central Arkansas by providing quality education programs at an affordable cost. UACCM's academic program makes it possible for students to complete an Associate of Arts or Associate of Science degree while meeting the general education requirements for transfer into a baccalaureate program at state universities. The Arkansas Course Transfer System (ACTS) allows easy transferability of credits from UACCM to state universities. Additionally, UACCM offers technical and occupational programs which allow students to prepare for direct entry into the job market after graduation. The diverse curriculum makes UACCM a truly comprehensive two-year college offering vital educational opportunities. UACCM is the largest two-year college in the University of Arkansas System.

College Mission:

University of Arkansas Community College at Morrilton is committed to excellence in learning and personal enrichment.

10.2 Purpose

The University of Arkansas Community College at Morrilton (the "University" or "UACCM") is issuing this Request for Proposal ("RFP") for the purpose of: Management of Landscape & Grounds Maintenance Services for the Morrilton campus and the Community Education Center located on St. Joseph Street in Morrilton.

In order to simplify the University's tasks of evaluating all of the proposals, officials have developed a format in which all proposals must be prepared. Failure to adhere to this format or omission of any required information will result in your firm's proposal being disqualified.

The contract will be awarded to the vendor, firm, contractor, offeror or proposer ("vendor") who best satisfies all of the University's needs at optimum cost and service performance. Proposals will be considered for grounds maintenance service only, landscaping services only and both grounds maintenance service and landscaping services combined. Cost will not be the sole criteria for determining the contract award. Vendors shall state the purchase price of each individual line item on the Official Bid Price Sheet. The University shall issue a firm, fixed-price contract for the services resulting from this RFP. Multiple vendors may be selected for separate services. Vendor has the option of bidding Landscape Maintenance only, Grounds Maintenance only or a combined bid providing both services priced separately.

A walk-through can be scheduled by the vendor by contacting Allen Holloway at (501) 977-2031. This is not mandatory.

10.3 Issuing Officer

Jeff Mullen, A.P.O., Vice Chancellor for Finance
Phone: (501) 977-2125 Fax: (501) 808-7111
Email: mullen@uaccm.edu

10.4 Contract Administrator

Contract Administrator: Jeff Mullen
University of Arkansas Community College at Morrilton
1537 University Blvd. Morrilton, AR 72110
Phone 501-977-2125

10.5 Anticipated Procurement Timetable

RFP Issued	October 31, 2022
Deadline for Questions on Proposal	November 9, 2022
Responses to questions posted on Website	November 11, 2022
Proposals due – public opening of proposals	November 17, 2022
Completion of proposal review & selection	November 22, 2022
Intent to award letter emailed	November 28, 2022
Submission for State Review	November 29, 2022
Proposed contract start date	January 3, 2023

10.6 Submission of Proposals

NO later than November 17, 2022 @ 9:00 a.m. CST, one original (marked “original”) and three copies of the proposal should be received by:

University of Arkansas Community College at Morrilton
Purchasing Office
1537 University Blvd.
Morrilton, AR 72110

COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY.

All proposals must be executed by an authorized officer of the vendor and must be held firm for acceptance for a minimum of 150 days after the opening date.

Addenda or amendments, if any, should be signed, dated and included with the vendor’s proposal submission. Failure to do so may be cause for rejection of the proposal.

Acceptance of request for proposal issued by the Vice Chancellor for Finance indicated by submission of the proposal by vendor, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a vendor with any agency or Vice Chancellor for Finance, or an employee of the campus is void and ineffective.

10.7 Presentation

Vendors selected for final evaluation may be required to make an oral presentation after all proposals are reviewed. Such presentations provide an opportunity for vendors to clarify their proposal and

ensure mutual understanding. The University will schedule time and location for any required presentations.

10.8 Rejection of Proposals

This solicitation does not commit the University to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The University reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University. Failure to furnish all information may disqualify a vendor.

10.9 Contracting Condition

The successful vendor and any entity or person directly or indirectly controlled by, under common control with, or controlling the vendor will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The Vendor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee of the State and no other public official of the State of Arkansas or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest direct or indirect, in this contract or proposed contract.

10.10 Public Opening of Proposals

A public opening of all proposals will be held: November 17, 2022 at 9:00 a.m., CST at the University of Arkansas Community College at Morrilton, in the C. Nathan Crook University Center, Business Office Conference Room 104.

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY VENDORS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY VENDORS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-ET SEQ.

10.11 Contract Awarding and Signing

Contract awarding and signing will be contingent upon the University receiving advice from approving authorities as necessary. The contract will be an incorporation of the contents of the RFP as well as negotiated terms and conditions. Vendor must include a copy of their standard contract in the proposal. UACCM does not assure the use of the successful vendor's contract without revisions.

10.12 Payment and Invoice Provisions

All invoices shall be forwarded to UACCM Attn: Accounts Payable. The invoice must show an itemized list of charges by specified category. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by UACCM officials.

10.13 Proposal Evaluation

UACCM staff will evaluate all proposals to ensure all requirements are met. The contract will be awarded on a basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

SECTION 20 SCOPE

20.1 Introduction

This chapter describes the scope of work to be completed under the proposed contract.

20.2 Purpose

Purpose: The primary objective of the RFP is to ensure the excellence of the proposer's ability to provide requested management of landscape and/or grounds maintenance services on the UACCM campus. Including overall cost, scope, and proven service capability. The University invites landscape and grounds maintenance services 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.

20.3 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.

20.4 Work To Be Performed

UACCM includes approximately 100 acres requiring mowing and care. A detailed review of the areas to be maintained will be conducted during the campus visit by the proposing contractors.

20.4 (A). Grounds Work to be Performed

Routine grounds services will consist of the following:

Mowing

Contractor will maintain grass at appropriate heights. Included in this task shall be the maintenance of mowing equipment to assure clean and even cutting, prevention of rutting of turf by equipment, avoidance of scalping and the avoidance of damage to trees and shrubs. If clippings are present on paved areas after mowing, paved areas shall be swept or blown.

Trimming

Contractor will trim grass on lawns at the heights and on the frequencies of mowing.

Edging

Contractor will edge turf along sidewalks, driveways, and curbs on the same frequencies of mowing (unless otherwise agreed to between Contractor and Owner). Properly edged turf shall not extend over curbs, sidewalks and driveways.

Fertilization

Grounds Fertilization and pest control, including fire ants, will be the responsibility of the Contractor. Fertilization shall be done on an as-needed basis to keep turf healthy.

Weed Control

Contractor will keep grounds free of weeds by cultural control or timely application of appropriate herbicides, to control grass and weeds on walks, drives and parking lots, including spraying pre-emergent for spring weed control. Pre-emergent chemicals will be provided by the Contractor.

Irrigation System

Monthly maintenance and repair to Owner provided Grounds Irrigation Systems will be Contractor managed. Contractor will make minor repairs to irrigation systems as needed.

20.4 (B). Landscaping Work to be Performed

Routine landscaping services will consist of the following:

Tree and Shrub Maintenance

All beds and planters containing exposed soil shall be cultivated and mulched. Contractor will keep planting beds and tree rings free of weeds by manual removal or by the timely application of herbicides. Contractor shall maintain hedges at an appropriate height and shall hand-prune when necessary to facilitate new growth.

Contractor will regularly prune trees and shrubs as required. Work will be accomplished by persons who have been trained by a Contractor Landscaping Technician.

Mulch

All beds shall be mulched at least once annually or as necessary, in consultation with the owner, in order to maintain a fresh, clean bed presentation. Mulch will be provided by Contractor.

Gardens and Plantings

The Contractor will maintain the established gardens/landscaping and follow guidelines as established. All major landscaping services are Contractor managed. The Contractor will provide and plant perennials, annuals, and shrubs. Tree removal will be done within the capabilities of Contractor's on-site staff. Semi-annual seasonal color for spring and fall in identified beds shall be included.

Weed Control

Contractor will keep landscaping free of weeds by cultural control or timely application of appropriate herbicides.

Fertilization

Landscaping fertilization and pest control, including fire ants, will be the responsibility of the Contractor. Fertilization is to be done on an as-needed basis to keep landscaping plants healthy.

Leaf Removal

Contractor will remove leaves from beds and landscape drains as needed.

Irrigation System

Monthly maintenance and repair to Owner provided Landscape Irrigation Systems will be Contractor managed. Contractor will make minor repairs to irrigation systems as needed.

20.5 Specifications – Services and Frequency:

Regular grounds maintenance services shall be performed as needed to maintain appropriate landscape and grounds for and educational environment.

The University and contractor will agree upon hours of operation. UACCM must approve any variation from this schedule. The contractor is responsible for putting together a proposal for schedule of services, days in operation, hours of operation, and a price associated with that schedule. The contractor is to also include additional pricing per equipment hour and/or labor hour if the University has a need for services that vary from the normal schedule. (i.e. snow removal, emergencies, or special events). 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.

NOTE: By signing the bid document on behalf of the proposing company, company acknowledges that it can provide the minimum specifications outlined above.

20.6 Personnel

The contractor represents that it will, at its own expense, hire personnel required to perform the services under this Agreement.

All of the services required herein under shall be performed by the contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

20.7 Protection of Property

The contractor shall take all precautions necessary to prevent the theft or pilferage of materials, tools, equipment, and any other items from the campus. 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 of UACCM.

SECTION 21 VENDOR

Vendor Experience and References

Bidders **MUST** furnish a list of not less than three (3) clients for whom bidder currently furnishes services and two (2) former clients with the reason for termination of contract. **Failure to provide references with bid response may result in rejection of bid.**

Staffing

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

SECTION 30 REQUIREMENTS

30.1 EVALUATION CRITERIA

The following approach will be used in evaluating the proposals:

- Proposal review by evaluation committee
- Contact selected references
- Select finalist(s)
- Schedule presentation(s) if needed
- Selection of vendor

The proposals will be evaluated and awarded based on a comparative formula as detailed below:

Criteria	Weight
Experience of firm and standard services offered by firm	25
Approach to this engagement	20
Past performance as provided by references	25
Price proposal	<u>30</u>
Total	100

30.2 Cost

All charges associated with the work to be performed shall be included on the Official Bid Price Sheets and shall be valid for 150 days following the bid opening. The University will not be obligated to pay any costs not identified on the Official Bid Price Sheet. Any cost not identified by the vendor on the Official Bid Price Sheet, but subsequently incurred, will be borne by the vendor.

NOTE: Cost must be sealed separately in another envelope, clearly marked COST. DO NOT include cost or cost references in the Technical Proposal.

Escalation (include with sealed price proposal)

(Include escalation fee for the remaining term of the contract.) Fee must remain firm for the first year of the contract.

Year Two (2)	_____ %
Year Three (3)	_____ %
Year Four (4)	_____ %
Year Five (5)	_____ %
Year Six (6)	_____ %
Year Seven (7)	_____ %

Term of contract will be for five (5) years with renewals on a yearly basis with the option to renew for two (2) additional years.

SECTION 40 TECHNICAL AND BUSINESS PROPOSAL

40.1 Introduction

Vendor is asked to include a detailed response to each point addressed in this section. Address each point and make any necessary explanation or qualification. Vendor is to respond in order and refer to the sub-section number key point. Vendors shall submit one (1) original and three (3) copies of their proposal. Failure to comply will result in possible disqualification of the proposal. All proposals shall be presented in accordance with the following outline.

The Technical/Business portion of the proposal must include the following:

- Transmittal letter
- Executive Summary
- Vendor's Background and Experience
- Vendor's Qualifications
- Project Organization and Staffing
- Section 2, Scope
- Section 3, Requirements
- Certification – Appendix D
- Contract & Grant Disclosure Forms – Appendix F

The Price portion of the proposal must include the following:

- Price proposal
- Independent Price Determination Certification Statement
- Bid Price Certifying Statement

ORIGINAL PROPOSAL AND COPIES MUST BE INDEXED AND TABBED WITH THE ABOVE SECTIONS INDICATED. PLEASE ALSO NUMBER PAGES.

40.2 Transmittal Letter

An individual authorized to legally bind the vendor will sign the Transmittal Letter. It will state that the vendor is a legal entity that will meet the specifications set forth in the request for proposal. It will also identify whom the University is to work with and any conditions regarding the proposals.

40.3 Appendix

The appendix can include any information not noted in the above sections which expands on your company or systems offering. The following would be helpful in the evaluation process:

- Sample vendor newsletters
- Published articles concerning our company or system
- Sample reports
- Press releases

40.4 Executive Summary

The Executive Summary will condense and highlight the contents of the vendor's proposal. Vendor must include their standard contract for services for review.

40.5 Vendor's Background and Experience

Refer to Section 21, Vendors History, Finance and References

1. Provide a written agreement to accept all contracts provisions, which are mandatory under the laws of the State of Arkansas, its department, Agencies, and Boards.
2. Provide a written agreement to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

40.6 Vendor's Qualifications and Credentials as Related to the Proposal

Vendor shall include the number and a description of three (3) clients for whom bidder is currently furnishing services and two (2) former clients and reason termination of contract as per Section 21 of the RFP. All evidence under this requirement shall be in sufficient detail to allow an adequate evaluation by the University.

40.7 Price Proposal

The fees will include the services and requirements described in this request for proposals. PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. ANY REFERENCE TO COST (S) INCLUDED WITH THE TECHNICAL/BUSINESS PROPOSAL WILL RESULT IN OFFEROR'S PROPOSAL BEING REJECTED. THE TECHNICAL/BUSINESS PROPOSAL WILL BE EVALUATED PRIOR TO THE COST PROPOSAL CONTENTS BEING REVIEWED. See Appendixes A, B, C.

40.8 Independent Price Determination Certification Statement

A bid will not be considered for award if the price in the bid did not arrive independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other vendor submitting a proposal. In addition, the vendor is prohibited from making multiple bids in a different form; i.e., as a vendor and again as a subcontractor to another vendor.

The Offeror must include a certified statement in the bid certifying that the price was arrived at without any conflict of interest, as described above. Should conflict of interest be detected 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 contract is selected. See Appendix D.

40.9 Bid Price Certifying Statements and Bid Price

The total bid price will include services and requirements as described in this request for proposal, for the term of the contract period. The vendor must include a statement certifying that all services properly requested shall be performed as required. See Appendix E.

40.10 Additional Required Forms

Each bid packet shall include the forms included in Appendix F and Appendix G.

SECTION 50 GENERAL TERMS AND CONDITIONS

50.1 Legal Considerations

Any contract resulting from the award of this RFP shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the University regarding this request for proposal or any

resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be Pulaski County, Arkansas.

50.2 Public Disclosure

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

50.3 Ethical Standards Law

As an agency of the State of Arkansas, UACCM is bound by and will comply and require compliance with the "Ethics in Public Contracting Laws" found in Arkansas Code Annotated (ACA), Section § 19-11-701 et seq. Definitions of terms used in this law can be found in Section § 19-11-701 of the ACA. Any violation of these ethic laws can result in the cancellation of any contract with the University.

50.4 Term of the Contract

The contract period begins approximately January 3, 2023 and extends until January 2, 2030. By mutual agreement, the University and the vendor may elect to extend the contract for a maximum of seven years, in one or two-year increments or any portion thereof, but not less than monthly increments, at the contract compensation rate for those renewal periods. In no case will the Contract be extended to a period greater than seven years from the day the contract is signed by the University.

The University shall notify the vendor at least ninety (90) days prior to the end of the contract period or extension thereof if the University intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof. In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the University without cause at the end of the biennial period. However, the University may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the state must be paid for but does not obligate the University to continue the contract beyond the end of a biennial period.

50.5 Termination of Contract

The contract resulting from this request for proposal shall be subject to the following termination provisions. The University may terminate the contract: (1) for default (2) for convenience (3) for unavailability of funds.

50.5.1 Termination for Default

The University may terminate this contract in whole, or in part, when the University determines that the vendor or any subcontractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the University, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

In the event of Termination for Default, in full or in part as provided by this clause, the University may procure, upon such terms and in such manner as the University may deem appropriate, supplies or services similar to those terminated, and the vendor shall be liable to the University for any excess costs for such similar supplies or services. In addition, the vendor shall be liable to the University, for administrative costs incurred by the University in procuring such similar supplies or services. In the event of Termination for Default, the vendor shall be paid for those deliverables, which have been delivered to the University. Payments for completed deliverables delivered to and approved by the University shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the University shall be an amount determined by the University.

The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under contract.

50.5.2 Termination for Convenience

The University may terminate performance of work under the contract in whole or in part whenever the University shall reasonably determine that such termination is in the best interest of the University.

Upon receipt of notice of termination for convenience, the vendor shall be paid the following:

- At the contract price (s) for completed deliverables delivered to and accepted by the University;
- At a price mutually agreed by the vendor and the University for partially completed deliverables.

50.5.3 Termination for Unavailability of Funds

In the event that funds for the contract become unavailable, the University shall have the right to terminate the contract without penalty and upon the same terms and conditions as a Termination for Convenience. Availability of funds will be determined at the sole discretion of the University.

50.6 Procedure on Termination

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

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- Assign to the University in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the vendor under the orders or subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- Transfer title to the University (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files,

processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination;

- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination;
- Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the vendor and in which the University has or may acquire an interest.

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

50.6.1 Termination Claims

After receipt of a Notice of Termination, the vendor shall submit to the Contract Administrator any termination claim in the form and with certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The vendor and the University may agree upon the amounts to be paid to the vendor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

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

The vendor shall have the right of appeal, as stated under Disputes, for any such determination made by the Contract Administrator.

50.7 Vendor as Independent Contractor

It is expressly agreed that the vendor and any subcontractors and agents, officers, and employees of the vendor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the University. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the vendor or any subcontractor and the University.

50.8 Force Majeure

The vendor will not be liable for any excess cost to the University if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the vendor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes, epidemics, and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the vendor.

50.9 Disputes

Any dispute concerning performance of the contract shall be decided by UACCM or the director of the Office of State Purchasing who shall reduce his/her decision to writing and serve a copy to the vendor. The UACCM or the Director's decision will be final subject to the vendor's right to administrative review pursuant to ACA § 19-11-246. Pending final determination of any dispute hereunder, the vendor shall

proceed diligently with the performance of the contract an in accordance with the Directors or the University's direction.

50.10 Confidentiality of Information

The vendor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

50.11 Public Disclosure

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

50.12 Inspection of Work Performed

The State of Arkansas, UACCM, or their authorized representatives shall, at all reasonable times, have the right to enter into vendor's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed.

50.13 Subcontracts

The vendor is fully responsible for all work performed under the contract. The vendor may, with the consent of the University, enter into written subcontracts(s) for performance of certain of its functions under the contract. The vendor shall not enter into any written subcontract without the prior written consent of the contract administrator.

No subcontract, which the vendor entered into with respect to performance under the contract, shall in any way relieve the vendor of any responsibility for performance of its duties or insurance coverage requirement.

The vendor shall give the contract administrator immediate notice in writing by certified mail of any action or suite filed and prompt notice of any claim made against the contractor by a subcontractor or vendor which, in the opinion of the vendor, may result in litigation related in any way to the contract or the State.

50.14 Indemnification

The vendor agrees to indemnify, defend, and hold harmless the University, its officers, agents and employee from:

- Any claims, losses or injuries to the person or property, resulting from services rendered by a subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.
- Any claims, losses or injuries to the person or property to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the vendor, its officers, employees, or subcontractors in the performance of the contract.

- Any claims, losses or injuries to the person or property resulting to any person or firm injured or damaged by the vendor, its officers employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.
- Any failure of the vendor, its officers, employees, or subcontractors to observe Arkansas an applicable Federal laws, including but not limited to labor laws and minimum wage laws.

50.15 Assignment

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

50.16 Employment Practices

The vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The vendor must take affirmative actions to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap.

Such action shall include, but not be limited to, the following:

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

The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the clause.

The vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to bona fide occupational qualifications.

The vendor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor. The vendor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of Labor of the United States in pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The vendor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations. The vendor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended. The vendor is also responsible for any additional Federal or State law or statues enacted during the terms of an awarded contract.

50.17 Waiver

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

50.18 State Property

The vendor shall be responsible for the proper custody and care of any State owned property furnished for vendor's use in connection with the performance of this contract and the vendor will reimburse the State for its loss or damage, normal wear and tear expected.

50.19 Contract Severability

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the University and the vendor shall be relieved of all obligations arising under such provision; however, if the remainder of the contract is capable of performance, it shall not be affected by such declarations or findings and shall be fully performed.

50.20 Attorney's Fees

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

50.21 Environmental Protection Act Compliance

The vendor shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The vendor shall report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

50.22 Liability

In the event of non-performance of contractual obligations by the vendor or his agents which result in the determination by Federal authorities on non-compliance with Federal regulations and standards, the vendor will be liable to the University in full for all penalties, sanctions and disallowance assessed against the University.

50.23 Records Retention

In accordance with Federal regulations, the vendor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the vendor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

50.24 Access to Vendor's Records

In accordance with Federal regulations governing contracts in excess of \$10,000, the vendor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the vendor, which are directly pertinent to any services performed under the contract. The vendor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

50.25 Insurance

CERTIFICATE OF INSURANCE

The contractor shall purchase and maintain such insurance as will protect him/her from claims set forth which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself/herself or by anyone directly or indirectly employed by any of them, or by anyone whose acts of which, may make them liable;

- Claims under Workmen's Compensation, Disability Benefit and other similar benefit act:
- Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees;
- Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- Claims for damage insured by usual personal injury liability coverage, which are sustained.
 - by any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or
 - by any person;
- The contractor shall provide and maintain during the term of this contract, at the contractors' expense, Comprehensive Automobile Liability Insurance for any company owned vehicles driven onto University property at limits no less than the statutory requirements and it shall be shown on the certificate in per person, per accident for bodily injury and per accident for property damages; and
- The contractor shall provide and maintain during the term of this contract, at the contractors' expense, insurance coverage on any leased equipment utilized to perform any services described herein.
- Claims under comprehensive general liability for damages because of injury to or destruction of tangible property including loss of use resulting therefrom

The policy shall be written by Casualty Company authorized to do business in the State of Arkansas. The Certificate of Insurance shall show the agent's signature, business name, address and telephone number and be submitted to the Owner prior to the contract award. The certificate shall stipulate 15 days written notice be given to the Owner prior to policy coverage cancellation.

50.26 RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract valued at \$1,000 or greater 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. Appendix G

SECTION 60 STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the Request for Proposal (RFP) override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the proposal(s) are accepted by the University.
2. **ACCEPTANCE AND REJECTION:** The University reserves the right to accept or reject all or any part of a proposal(s) or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the University and the State of Arkansas. This RFP does not in any way commit the University to contract for the commodities/services listed herein.
3. **PROPOSAL SUBMISSION:** Proposals must be submitted to the University's Business Office on this form, with attachments when appropriate, on or before the date and time specified for the proposal opening. If this form is not used, the proposal may be rejected. Each proposal submitted must be properly identified with a minimum of Proposal Number, Time and Date of Opening. The proposal should be typed or printed in ink and must be signed. The signature must be in ink. The person signing the bid should show title or authority to bind his firm in a contract. Late proposals will not be considered under any circumstances and will be returned to submitter. Faxed or emailed submissions will not be accepted.
4. **SIGNATURE:** Failure to sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in a contract. Signature means a manual, electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to a person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data were changed, the electric signature is invalidated.
5. **NO PROPOSAL.** If not submitting a proposal, the interested party should respond by returning the front page of this form, making it a "No Response" and explain the reason.
6. **PRICES:** Bid pricing on the unit price to include F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the RFP. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" proposals are not acceptable unless requested in the RFP. Time or cash discounts will not be considered. Quantity discounts should be included in the pricing offered.
7. **QUANTITIES:** The quantities stated on "firm" contracts are actual requirements on the University. 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 University may order more or less than the estimated quantity on any "term" contract.
8. **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 on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this 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 brand names, numbers, etc., as specified in the invitation.

- 9. GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The vendor 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 thereto and will serve the function for which it was furnished. The vendor further guarantees that if the items furnished hereunder are to be installed by the vendor, such items will function properly when installed. The vendor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 10. SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the University. Each sample should be marked with the vendor's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at vendor's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
- 11. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
- 12. AMENDMENTS:** The proposal cannot be altered or amended after the bid opening except as permitted by regulation.
- 13. TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 14. AWARD:** Any contract, as the result of the RFP, shall be awarded with reasonable promptness by written notice to the successful vendor whose proposal meets the requirements and criteria set forth in the RFP. The University reserves the right to award item(s) listed in this RFP "all or none", "individually" by "groups" or by any other method as deemed in the best interest of the University as deemed by the APO. In the event all proposals exceed available funds, as certified by the appropriate fiscal officer, the agency purchasing official is authorized in situations where time and economic considerations preclude re-solicitation of work of a reduced scope to negotiate any adjust of the submitted pricing, including changes in the RFP requirements, with a vendor, in order to bring the proposal within the amount of available funds.
- 15. TERM OF CONTRACT:** The RFP will show the period of time the term contract will be in effect.
- 16. DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 17. DELIVERY ON CONTRACTS:** The RFP will show the number of days to place a commodity, equipment and/or service in the University's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The University Purchasing Department has the right to extend delivery if reasons appear valid. If the vendor cannot meet the delivery date, the University reserves the right to procure the item(s) elsewhere and any additional cost will be borne by the vendor.
- 18. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the University. Delivery shall be made during work hours only 8:00 a.m. to 4:30 p.m., Monday – Friday excluding legal holidays, unless prior approval for other delivery has been obtained from the University. Packing memoranda shall be enclosed with each shipment.
- 19. DEFAULT:** All commodities, equipment or services furnished will be subject to inspection and acceptance of the University after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting vendor. The vendor must give written notice to the University of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

20. **VARIATION IN QUANTITY:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
21. **INVOICING:** The vendor shall be paid upon the completion of all of the following: (1) delivery and acceptance of the commodities or services; (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order numbers(s) and (3) proper and legal processing of the invoice by the University. Invoices must be sent to the "Invoice To" point shown on the purchase order.
22. **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 State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
23. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the University harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
24. **ASSIGNMENT:** Any contract entered into pursuant to this RFP is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
25. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity. However, nothing in any contract shall be deemed or construed as the State's waiver of its right of sovereign immunity.
26. **LACK OF FUNDS:** The University may cancel this contract to the extent funds are no longer legally available for expenditure. The University will return any delivered but unpaid for commodities in normal condition to the contractor. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, or, 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 with the Arkansas State Claims Commission.
27. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
28. **CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.
29. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this RFP, the vendor, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the University 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.
30. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.
31. **CANCELLATION:** See Section 50.5 Termination of Contract through 50.6.1 Termination Claims.
32. **ALTERATIO OF ORIGINAL RFP:** The original written or electronic language of the RFP shall not be changed or altered, except by approved written addendum issued by the University Purchasing Office. This does not

eliminate a vendor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor wishes to make exceptions(s), to any of the original language, they must be submitted by the vendor in a separate written or electronic document, in language that clearly explains the exception(s). If a vendor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contactor's response may be declared as "non-responsive" and the response will not be considered.

- 33. SOVEREIGN IMMUNITY:** Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including UACCM.

SECTION 70 PROCUREMENT

70.1 RULES OF PROCUREMENT

To facilitate the procurement of requests for proposal, various rules have been established. They are described in the following paragraphs.

70.2 Point of Contact

The request for proposal Issuing Officer is the sole point of contact from the date of release of this request for proposals until the selection of the successful vendor. Vendors wishing to submit questions and requests for clarification should mail or fax all such correspondence to the Issuing Officer, as outlined in the anticipated procurement Timetable (Section 10.5).

70.3 Written Questions Concerning the Request for Proposals

Written questions must be submitted to the Issuing Officer. The closing date for receipt of questions will be November 9, 2022. All questions must be marked "Questions" and the proposal number must be indicated on the envelope or fax transmission. Each question should reference the paragraph number. The questions will be answered in written form and mailed or faxed to all organizations that received a copy of the Request for Proposal.

70.4 Requests for Proposals Amendments

The University reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda and clarifications will be sent to all organizations requesting copies of the request for proposals.

70.5 Cost of Preparing Proposals

Costs for preparing the proposals are solely the responsibility of the vendor. The University will provide no reimbursements for such costs. Any costs associated with any oral presentations to the University will be the responsibility of the vendor and may not be billed to the University.

70.6 Disposition of Proposals

All proposals become the public property of UACCM and will be a matter of public record subject to the provisions of Act 482 of 1979, as amended by Act 600 of 1981 and Acts 517 and 760 of 1983, Arkansas Purchasing Law. If the proposal includes material, which is considered by the vendor to be proprietary or confidential under Arkansas law, the vendor shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record subject to the provisions of ACA §25-19-101 et seq. The State of Arkansas shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

70.7 Proposal Amendments and Rules of Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the issuing officer, signed by the vendor. Unless requested by the University, the University will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date.

70.8 Acceptance of Proposals

The University reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the University. Where the University may waive minor

irregularities, such waiver shall in no way modify the request for proposal requirements or excuse the vendor from full compliance with the request for proposal specifications and other contract requirements if the vendor is awarded the contract.

70.9 Evaluation of Proposals

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. The University may reject any proposal that is incomplete. However the University may waive minor irregularities. The second phase will be an evaluation of the Technical/Business proposal by an impartial committee. Points will be awarded to each proposal based on a comparative formula as described in the RFP. The third phase will be the opening of the cost proposal by the committee.

70.10 Award Notice

The notice of intended contract award will be sent to all respondents.

70.11 Protest of Award

Within fourteen (14) days after the date that the vendor knew or should have known of the cause give rise to protest, the prospective vendor must file a formal written notice of that protest with the Vice Chancellor for Finance and Operations. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA §19-11-244. Further details on protesting awards may be obtained b-y contacting the issuing officer.

Appendix A - RFP #2023-001

MANAGEMENT OF LANDSCAPE MAINTENANCE SERVICES Official Pricing Sheet

THIS PAGE MUST BE COMPLETED AND SUBMITTED SEPARATELY WITH YOUR PROPOSAL RESPONSE, THIS IS THE OFFICIAL BID PRICE SHEET AND NO OTHER ALTERNATIVE WILL BE ACCEPTED.

The total bid price must include all the equipment necessary for the requested services.
The University does not anticipate a charge for parking anytime in the near future.
Vendor has the option to bid landscape maintenance services, grounds maintenance services or a combined bid with broken out costs for each.

DESCRIPTION	TARGET QTY.	PRICE PER MONTH	PRICE PER YEAR
Landscape Maintenance Services		\$ _____	\$ _____
Grounds Maintenance Services		\$ _____	\$ _____
Hourly Rates for Emergencies		\$ _____	
Hourly Rates for Work Not Included in RFP		\$ _____	

Include escalation fee for the remaining term of the contract
FEE MUST REMAIN FIRM FOR THE FIRST YEAR OF THE CONTRACT

Year Two (2)	_____ %
Year Three (3)	_____ %
Year Four (4)	_____ %
Year Five (5)	_____ %
Year Six (6)	_____ %
Year Seven (7)	_____ %

Term of the contract will be for five (5) years with renewals on a yearly basis with the option to renew for two (2) additional years.

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone _____

Fax: _____ Email: _____

Signature of Authorized Official: _____

NOTE: UACCM will not be obligated to pay any cost not identified on the Official Bid Price Sheet. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the work will be borne by the bidder.

Appendix B - RFP #2023-001
MANAGEMENT OF GROUNDS MAINTENANCE SERVICES
Official Pricing Sheet

THIS PAGE MUST BE COMPLETED AND SUBMITTED SEPARATELY WITH YOUR PROPOSAL RESPONSE, THIS IS THE OFFICIAL BID PRICE SHEET AND NO OTHER ALTERNATIVE WILL BE ACCEPTED.

The total bid price must include all the equipment necessary for the requested services.
 The University does not anticipate a charge for parking anytime in the near future.
 Vendor has the option to bid landscape maintenance services, grounds maintenance services or a combined bid providing both services with broken out costs for each.

DESCRIPTION	TARGET QTY.	PRICE PER MONTH	PRICE PER YEAR
Grounds Maintenance Services	* Approx. 100 acres	\$ _____	\$ _____

*The acreage price will be used in the event the grounds area should grow larger or become smaller.

Hourly Rates for Emergencies \$ _____

Hourly Rates for Work Not Included in RFP \$ _____

Include escalation fee for the remaining term of the contract
 FEE MUST REMAIN FIRM FOR THE FIRST YEAR OF THE CONTRACT

Year Two (2)	_____ %
Year Three (3)	_____ %
Year Four (4)	_____ %
Year Five (5)	_____ %
Year Six (6)	_____ %
Year Seven (7)	_____ %

Term of the contract will be for five (5) years with renewals on a yearly basis with the option to renew for two (2) additional years.

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone _____

Fax: _____ Email: _____

Signature of Authorized Official: _____

NOTE: UACCM will not be obligated to pay any cost not identified on the Official Bid Price Sheet. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the work will be borne by the bidder.

Appendix C - RFP #2023-001
MANAGEMENT OF GROUNDS MAINTENANCE SERVICES
Official Pricing Sheet

THIS PAGE MUST BE COMPLETED AND SUBMITTED SEPARATELY WITH YOUR PROPOSAL RESPONSE, THIS IS THE OFFICIAL BID PRICE SHEET AND NO OTHER ALTERNATIVE WILL BE ACCEPTED.

The total bid price must include all the equipment necessary for the requested services.
 The University does not anticipate a charge for parking anytime in the near future.
 Vendor has the option to bid landscape maintenance services, grounds maintenance services or a combined bid providing both services

DESCRIPTION	TARGET QTY.	PRICE PER MONTH	PRICE PER YEAR**
Landscape & Grounds Services	* Approx. 100 acres	\$ _____	\$ _____

*The acreage price will be used in the event the grounds area should grow larger or become smaller.
 **Please break out separate pricing for landscape and grounds services.

Hourly Rates for Emergencies \$ _____

Hourly Rates for Work Not Included in RFP \$ _____

Include escalation fee for the remaining term of the contract
 FEE MUST REMAIN FIRM FOR THE FIRST YEAR OF THE CONTRACT

Year Two (2)	_____ %
Year Three (3)	_____ %
Year Four (4)	_____ %
Year Five (5)	_____ %
Year Six (6)	_____ %
Year Seven (7)	_____ %

Term of the contract will be for five (5) years with renewals on a yearly basis with the option to renew for two (2) additional years.

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone _____

Fax: _____ Email: _____

Signature of Authorized Official: _____

NOTE: UACCM will not be obligated to pay any cost not identified on the Official Bid Price Sheet. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the work will be borne by the bidder.

APPENDIX D
INDEPENDENT PRICE DETERMINATION CERTIFICATION STATEMENT

I, _____, certify the price in the bid was arrived independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offeror or competitor. In addition, I submit this price proposal without knowledge of a conflict of interest.

Signature

Title

Company

APPENDIX E

BID PRICE CERTIFYING STATEMENT

I, _____, certify that the total bid price will include services and requirements as described in this request for proposal, for the term of the contract period. In addition, I certify, fees for services not included in this request for proposal will not be the responsibility of the University.

Signature

Title

Company

APPENDIX F

CERTIFICATION

Upon signing this proposal, the Contractor certifies that the Standard Terms and Conditions and specifications have been read as set forth in the RFP, understands such and agrees to be bound by these Standard Terms and Conditions and specifications if a contract is entered into pursuant to this RFP. The Contractor also agrees that the proposal incorporates the Standard Terms and Conditions and specifications of this RFP and is the complete and exclusive statement of the terms of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the RFP.

Name of Firm _____ Fed. ID# _____

Address _____

Phone No. _____ Fax No. _____

Printed Name of Authorized Individual _____

Title of Authorized Individual _____

Signature of Authorized Individual _____

Date _____

UNSIGNED PROPOSALS WILL BE REJECTED

APPENDIX G

Contract Grant and Disclosure Forms

Governor's Executive Order 98-04

(Next two pages)

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

IS THIS FOR:

Goods? Services? Both?

TAXPAYER ID NAME: _____

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:

FOR INDIVIDUALS *

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

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

None of the above applies

FOR AN ENTITY (BUSINESS) *

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

Position Held	Mark (✓)		Name of Position of Job Held [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.

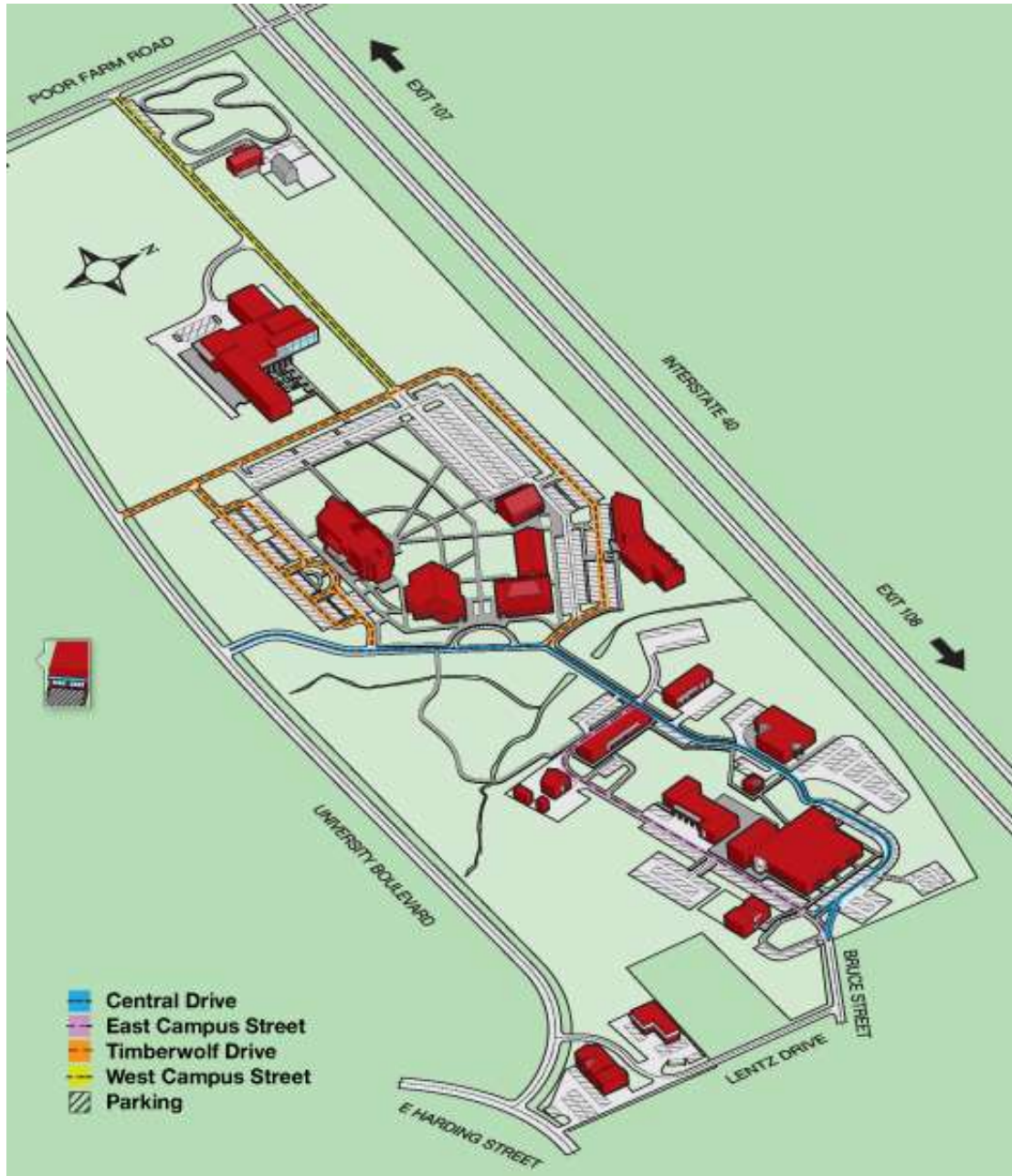
Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

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

APPENDIX H

UACCM CAMPUS MAP



Appendix I

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract valued at \$1,000 or greater 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. By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503* If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing. If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503. Name of public entity AASIS Vendor

Number Contractor/Vendor name Contractor Signature:

_____ Date: _____ Signature
must be hand written, in ink “Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

Name of public entity
AASIS Vendor Number (if any)
Contractor/Vendor name

Contractor Signature: _____

Date: _____

Signature must be hand written, in ink

“Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.