

**Request for Proposal (RFP)**

**RFP No. 04202023**

**Landscape & Grounds Contract Maintenance Services**

 **RFP RELEASE DATE: April 27, 2023**

 **PROPOSAL DUE DATE: May 18, 2023**

 **PROPOSAL DUE TIME: 2:30 PM CDT\***

 **BID OPENING EVENT: 2:30 PM CDT**

 **SUBMIT ALL PROPOSALS TO:** **By USPS:**

University of Arkansas – Business Services

UPTW Room 101

 1 University of Arkansas

Fayetteville, AR 72701

**By FedEx, UPS or another private carrier to Physical Location:**

 University of Arkansas – Business Services

 UPTW Room 101

 1001 East Sain Street

 Fayetteville, AR 72703

**Signature Required For Proposal**

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this RFP document, and with all articles within the RFP document. If Respondent receives the University’s purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFP.

|  |  |
| --- | --- |
| **Respondent Name:** |  |
| **Mailing Address:** |  |
| **City, State, Zip:** |  |
| **Telephone:** |  |
| **Email:** |  |

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Typed/Printed Name of Signor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*Under no circumstances will late bids be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Bids MUST arrive and be time-stamped by the Procurement Office, located at:**

**University of Arkansas – Business Services**

**UPTW Room 101**

**1001 East Sain Street**

**Fayetteville, AR 72703**

**RESPONDENT NAME, RFP NUMBER, AND PROPOSAL DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR BID TO BE ACCEPTED.**

**INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS:**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit, including any University of Arkansas System campus or unit, may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

**MINORITY AND WOMEN-OWNED BUSINESS (MWOB) POLICY:**

It is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector. In accordance with the Minority and Women-Owned Business Economic Development Act, UofA shall support to the fullest all possible participation of companies owned and controlled by minority persons and women in state-funded and state-directed public programs and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total expended.

Pursuant to Ark. Code Ann. § 19-11-229, 19-11-230 the State of Arkansas encourages all small, minority, and women owned business enterprises to submit competitive sealed bids and proposals for University projects. Encouragement is also made to all general Contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

1. **Minority-Owned Business** is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons who are lawful permanent residents of the State of Arkansas:
* African American
* Hispanic American
* American Indian
* Pacific Islander American
* Asian American
* A Service-Disabled Veteran as designated by the United States Department of Veterans Affairs
1. **Women-Owned Business** is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of the State of Arkansas.
2. **Eligibility and Certification**

The Arkansas Economic Development Commission (AEDC) conducts a certification process for minority-owned and women-owned businesses. Increase the opportunity for your minority or women-owned business to sell products and services to the State of Arkansas: <https://www.arkansasedc.com/community-resources/Minority-and-Women-Owned-Business-Enterprise-Resources/detail/get-certified>. Certification indicates that your company has undergone a review process to show that it is 51% or more owned, controlled and operated by a minority or woman as defined above. Certification is granted for two years and allows participation in the procurement process as a MWOB.

If certified, the Prospective Contractor’s Certification Number should be included on the Proposal/Response Signature Page.

1. **Recommended Resources**
* Doing Business with UofA
* Vendor registration: <https://businessservices.uark.edu/doing-business-at-university.php>
* Doing Business with the State
* Registering your company with the Office of State Procurement as a vendor allows you to do business with the State of Arkansas: <https://www.dfa.arkansas.gov/procurement/vendor-information/>
* Arkansas Procurement Technical Assistance Center assists Arkansas small businesses to succeed in obtaining government contracts: <https://www.uaex.edu/business-communities/arkansas-ptac/default.aspx>

**General Campus Background for University of Arkansas**

Founded in 1871 as a land-grant institution, the University of Arkansas, Fayetteville Arkansas (UofA), is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The UofA has 10 colleges and schools offering an internationally competitive education for undergraduate and graduate students in more than 200 academic programs.

The UofA contributes new knowledge, economic development, basic and applied research, and creative activity while also providing service to academic and professional disciplines. As of Fall 2021, student enrollment totaled approximately 29,068. The faculty count totaled 1,443 and the staff count totaled 2,821. The UofA is one of the nation’s top public research universities and the state’s foremost partner and resource for education and economic development. Its public service activities reach every county in Arkansas, throughout the nation, and around the world. The Carnegie Foundation classifies the UofA as having "the highest possible level of research," placing us among the top three percent (3%) of colleges and universities nationwide.

**General Background for the Facilities Management Department**

The University of Arkansas department of Facilities Management is the largest of the six organizations that report to the Executive Vice Chancellor for Finance and Administration. The outstanding staff of over 300 personnel manage, operate, and maintain campus landscapes, buildings, and infrastructure.

Above all, FAMA strives to foster a clean, safe, and effective environment for our campus community. We are committed to serving our campus community in support of the University’s core mission to build a better world.

Our staff are responsible for the planned and preventative maintenance and building custodial services of about 4.46 million gross square feet of General Education buildings. Facilities Management is also responsible for the planning and oversight of over $140 million dollars in new construction, renovations, and small projects.

In addition to maintenance, building services, and construction, Facilities Management also encompasses Environmental Health and Safety for the campus. EHS oversees the safer use of 12,365 different hazardous chemicals and tracks those chemicals across campus in 41,173 containers. They also work with 367 Principal Investigators in 342 buildings and 1,552 spaces where hazards are present.

Facilities Management is a member of the Arkansas Association of Facilities Administrators, Central Association of Physical Plant Administrators, and the APPA: Leadership in Educational Facilities.

**1.** **DESCRIPTION AND OVERVIEW OF RFP**

The Board of Trustees of the University of Arkansas, acting on behalf of the University of Arkansas, Fayetteville, located in Fayetteville, Arkansas (UofA or University) is issuing this Request for Proposal (RFP) to solicit proposals from qualified and reputable Landscape and Grounds Maintenance Contractors (hereinafter called the “Contractor” or “Respondent”) to provide an array of landscape and grounds maintenance services for the Fayetteville campus. The objective of contracting the grounds maintenance services described in this RFP is to implement a performance-based grounds maintenance program, which yields a high-quality level of care, to supplement and support the Facilities Management Grounds Maintenance operation. Criteria for determining acceptable performance of the work will be based on the APPA Grounds Care Standards, taken from the book, Operational Guidelines for Educational Facilities: Grounds, published by the APPA: Leadership in Educational Facilities ( <https://www.appa.org> ), and as defined in the RFP.

Within this RFP, the University challenges proposers to carefully study and research the unique aspects of campus life and submit unique proposals that demonstrate their ability to operate in a performance-based environment and to maintain quality levels that meet the defined standard. In addition, work in the University environment places emphasis for landscape and grounds care prior to specific weeks during the contract that are driven by activities and events happening on campus. The RFP refers to dates of these priority times of year when extra attention or pace of work will need to be accelerated, e.g. Fall Move-in, Greek Rush, Parents Week, Commencement, Homecoming, etc.

It is the intent of the University through this RFP and the contract conditions contained herein, to establish to the greatest extent possible, clarity regarding the requirements of both parties to the Agreement resulting from this RFP. Only landscape and grounds maintenance Contractors with relevant experience and the ability to provide the highest quality services in a timely fashion are encouraged to apply. Specifications for the Proposal are listed herein.

In general, the scope of work and the associated costs will be divided into three (3) pricing structures defined in the RFP for the landscape and grounds services:

**Lump Sum Work Packages**: These Comprehensive Full-Service work packages will be to deliver landscape and grounds care services within a highly defined geographic location for the associated scopes of work. Respondents will provide a fixed price to perform one year of full-service care. These Lump Sum prices must be for all labor and labor-related costs, supervision, management, overhead, supplies, equipment, consumables, and all other costs associated with delivery of the scope of services for each defined area of work.

**Unit Price Work**: The RFP will request Unit Pricing for specific work tasks and the expected deliverable for that work task on a per unit basis. Each Unit Price should include all labor and labor-related costs, supervision, management, overhead, supplies, equipment, consumables, and all other costs associated with delivery of the scope of services for that Unit of work as defined in the RFP.

**Cost Plus Markup**: The RFP will request the Respondent provide their markup or sales margin as a percentage of the total invoice cost for direct purchased materials. Use of this pricing structure will be limited to the procurement of plant materials, or other direct purchase items not specifically identified in the RFP. The labor to install these plant materials or other direct purchase items is covered in either the Lump Sum or the Unit Cost of Work Unit pricing structures. This will allow the UofA to work with the Contractor to select plant materials for installation. The Contractor will furnish the invoice for the planting materials, approved and noted as received by the UA Contract Manager as back up for any billing. The total invoice cost plus the contract markup will be shown on the pay request.

UofA is seeking to award a term contract for an **initial period of approximately 18 months from the date of award to December 31, 2024**, with option to renew at the end of the contract term in 1-year renewal periods for up to FIVE (5) additional renewal terms, not to exceed a total of 78 months, to December 31, 2029. The UofA may choose to renew the entire award, only parts of the award, or not at all as determined to what is in the best interest of the University.

The RFP will award the term contract to the Contractor or Contractors that can provide the best overall value for the services as determined to be in the best interest of the University. This value will be determined by UofA based on the scoring criteria, which judge the overall competence, compliance, format, and presentation of each RFP response, as well as the cost for the services.

Respondents may submit a proposal for all the services entailed in this RFP or may submit a proposal for a specific service identified in this RFP.

Respondents are not required to submit on every item. However, Respondents MUST submit unit pricing for all Tasks identified and associated with a given Lump Sum response.

The University will determine at its sole discretion, the most advantageous selection of the responses.

**2. SCOPE OF WORK**

The Landscape and Grounds Maintenance Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein. Each Contractor shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services. The Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include but not be limited to mowing, edging, pruning, fertilizing, watering, and cleanup as defined in the RFP. The intent is to maintain the appearance of the property based on the APPA Ground Care Standards LEVEL 2, as determined by UofA and defined in ATTACHMENT C, APPA Standards. The Contractor shall consistently maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by UofA.

In general, the scope of work and the associated costs will be divided into three (3) pricing structures defined in the RFP for the landscape and grounds services: Lump Sum Pricing and Unit Cost Pricing.

**Comprehensive Full-Service Lump Sum Proposals**

**Lump Sum Work Packages:** These will be highly defined locations and scopes of work that Respondents will provide a fixed price to perform one year of full-service care. These Lump Sum prices must be for all labor and labor-related costs, supervision, management, overhead, supplies, equipment, consumables, and all other costs associated with delivery of the scope of services for each defined area of work. Annual services shall be pro-rated for the first partial year of services both for cost and scope execution.

**The LIST OF SITES along with the REQUIRED SCOPE OF WORK for each DEFINED LOCATION are provided on the OFFICIAL LUMP SUM PRICE SHEET, provided as ATTACHMENT A.**

**Unit Price Cost of Work**

**Unit Price Work:** The RFP will request Unit Pricing for specific WORK TASKS and the expected deliverable for that work task on a per unit basis. Each Unit Price should include fall labor and labor-related costs, supervision, management, overhead, supplies, equipment, consumables, and all other costs associated with delivery of the scope of services for that Unit of work.

The LIST OF UNIT PRICES along with the REQUIRED SCOPE OF WORK for each WORK TASK are provided on the OFFICIAL UNIT PRICE SHEET, provided as ATTACHMENT 2.

The Respondent shall provide a UNIT PRICE for each WORK TASK based on the description of the required professional services provided below.

**ALL UNIT PRICE COST OF WORK will be delivered at the APPA LEVEL 2 Ground Care Standard, as determined by UofA and defined in ATTACHMENT C.**

**MINIMUM BILLABLE QUANTITY**: The assigned Minimum Quantity specified bid sheet is to recognize the cost of mobilizing and demobilizing labor and equipment from site to site. The Minimum Billable Quantity is billable only in the event that equipment and staff have to be loaded and transported to another location. Traveling from one area of work to another area of work without loading and unloading does not constitute a separate mobilization and thus does not invoke the Minimum Billable Quantity.

**Grounds Services Work Type Definitions**

The Contractor shall provide professional landscape and grounds care services as defined in the TASKS below.

SERVICE BOUNDARIES: The boundaries of the areas to be serviced are intended to make logical sense with respect to the property owned by the University. Please note the following guidelines.

* Service areas are bounded by streets, so work should extend to the back of the curb, or edge of street for those areas.
* Sidewalks serve to delineate between differing campus business units when cost breakdowns are required.
* In instances where there is a specific call out for street right of way (ROW) maintenance, the service limit will be:
	+ The medians within the street ROW
	+ From back of curb to the front edge of the sidewalk where there are sidewalks
	+ From back of curb to nearest fixed point of delineation – usually a parking lot curb or edge, to a building wall, or other physical termination point
	+ Property boundaries where there are none of the above

**TASK 001: Turf - Standard Grounds Service: Trash Removal/Mowing/Edging/Blowing**

Excessive leaf accumulation to be removed from turf areas before mowing. Light leaf accumulation can be mulched into the turf. Maintain lawns in a neat and professional manner. The mowing height will be at 2 inches with the cutting schedule to remove 1/3 of the grass blade at mowing. Bermuda grass should start the season at a mowing height of 1” with the initial season scalping to remove the prior season growth, and increase over time to 2” beginning July 1. Mowing may be by reel mower, powered rotary push mower, or powered riding rotary mowers as appropriate for the size, type, terrain, and access.

Grass clippings that land on any cement or paved areas will be blown off, taking care that lawn edges and mulched areas are free from build-up. At no time will mowing machines track wet grass over hard surfaces. If this occurs and the concrete is stained and/or tire skid marks remain, it will be the responsibility of the Contractor to clean the surface of the concrete. Mower blades are to be maintained sufficiently sharp for a clean cut and not leave torn grass blades or an uneven cut.

If turf is too wet to mow, notify designated owner’s representative immediately to reschedule service. Spot trimming high areas in this instance may be allowed in extreme cases but will not substitute for a full mow service. This applies primarily during winter schedule months when running the mower over the turf is absolutely necessary to mulch organic debris-small amounts of leaves, twigs, etc. that otherwise cannot be raked, blown, or picked up to give the turf a clean freshly mowed appearance.

 Frequency: Service to be rendered 33 times per calendar year.

 4 time per month (Weekly) – May thru Sept (20 times)

 3 times per month - April and Oct (6 times)

 2 times per month – Mar & Nov (4 times)

 1 time per month – Jan, Feb, & Dec (3 times)

* 1. **Trash and Debris Control** - All trash, litter, organic (primarily leaf litter) & inorganic debris will be picked up and removed from site at each service, prior to any other maintenance activity beginning whether in bed or on turf. Litter will need to be collected and disposed of by the Contractor at every service. Litter detail will be done out to the hard surfaces surrounding building such as sidewalks and the edge of parking lots located closest to the buildings or as defined by property map boundary. All debris on hard surfaces and along curbs are to be collected and disposed of by the Contractor. Contractor will call the owner’s representative if excessive event-based waste is encountered from events or other activities by the University. Dispose of vegetative waste into University supplied recycle/compost dumpster if provided.
	2. **Edge Curbs, Sidewalks, Beds, Tree Rings** - All hard-paved surfaces, bed edges, and tree rings will be power edged, utilizing a steel blade stick edger or walk behind edger at every other service. Walks and driveway edges will be left with a clean appearance, taking care that lawn edges are free from grass build up. Care must be taken to not damage vehicles. It will be the responsibility of the Contractor to replace broken glass and to repair other damage to vehicles and buildings and appurtenant structures. Curb- lines will be cleaned a minimum of 3 feet into roadway and debris will be collected, not blown into roadway. All collected debris should be disposed of by the Contractor or as directed by the owner. This will include any debris present at the time of service, primarily fallen leaves. Care should be taken to blow leaves out from under parked cars with no damage being caused to the vehicle.
	3. **Line Trimming** - Using a nylon-string, mechanical trimmer, all grass adjacent to buildings, fences, light poles, etc. will be trimmed to the same height as lawn areas at every service. Care must be taken not to whip trees and other plants or architectural features such as light poles and benches, etc. It will be the responsibility of the Contractor to repair or replace items damaged, especially irrigation valve box covers if damaged by trimming and mowing. All utility valves/boxes should be edged neatly around the shape of the box and blown off to prevent turf, soil, or mulch from covering and concealing the utility. Line trimming should be used to touch up edging between power edgings as necessary.
	4. **Maintain Bed Edge** - At every other mow service, maintain edged grass along bed line with steel blade edger/stick edger. At the 2 scheduled mulch services, use bed edger / re-definer to re-establish 3-4-inch groove along bed edge to maintain appropriate depth of mulch at edge. At scheduled service, adjust or add mulch as needed to maintain mulched area between turf edge and plant material in bed and adjust mulch for eroded areas. If mulch washes onto pavement from heavy rain, it should be collected and returned to the bed in the eroded area.
	5. **Maintain Tree Rings** - Maintain edged grass along tree circle line with steel blade edger/stick edger. At the 2 scheduled mulch services, use bed edger / re-definer to re-establish a clean break between the grass and the mulch, and maintain appropriate depth of mulch at edge. Exercise care that the tree roots are not damaged at this boundary between the turf and the mulch. At every service, adjust or add mulch as needed to maintain mulched area between turf edge and tree mulch ring. Hold mulch a minimum of 4 inches clear of the trunk of the tree at grade level. Do not mulch up against the bark of the tree [“think Donuts, not Volcanoes”]. Tree mulching should be done in accordance with the City of Fayetteville’s mulching diagram. <https://www.fayetteville-ar.gov/DocumentCenter/View/7829/Proper-Tree-Mulching-PDF>
	6. **Clean Off Hard Surfaces** - All sidewalks, walkways, plazas, and patios are to be blown off or swept as mowing/trimming is progressing to prevent clippings from being tracked into building at every service. Also, prior to leaving the site after mowing & trimming is complete, a final blow down will be made of all hard surfaces.

**TASK 002: Turf-Reel, Push Rotary, or General Power Mowing**

This TASK is for general grounds mowing, where there is a large area of natural grass to be mowed, but limited bedding, sidewalks, driveways, tree plantings, and other interferences to mowing, and the associated volume of hand work for edging.

Mowing may be by reel mower, powered rotary push mower, or powered riding rotary mowers as appropriate for the size, type, terrain, and access. Rotary push mower should have a mulch kit to properly mulch and prevent throw of clippings or debris that could cause damage to people or property (windows). Mow at Landscape Services specified height. Mower / reel blades are to be maintained sufficiently sharp for a clean cut and not leave torn grass blades or an uneven cut.

Grass clippings that land on any cement or paved areas will be blown off, taking care that lawn edges and mulched areas are free from build-up. At no time will mowing machines track wet grass over hard surfaces. If this occurs and the concrete is stained and/or tire skid marks remain, it will be the responsibility of the Contractor to clean the surface of the concrete.

If turf is too wet to mow, notify University’s designated Landscape Program Manager immediately to reschedule service. Spot trimming high areas in this instance may be allowed in extreme cases but will not substitute for a full mow service. This applies primarily during winter schedule months when running the mower over the turf is absolutely necessary to mulch organic debris-small amounts of leaves, twigs, etc. that otherwise cannot be raked, blown, or picked up to give the turf a clean freshly mowed appearance.

Frequency: Service to be rendered 31 times per calendar year.

 4 time per month (Weekly) – May thru Sept (20 times)

 2 times per month – Mar, April, Oct & Nov (8 times)

 1 time per month – Jan, Feb, & Dec (3 times)

1. **Trash and Debris Control** - All trash, litter, organic (primarily leaf litter) & inorganic debris will be picked up and removed from site at each service, prior to any other maintenance activity beginning whether in bed or on turf. Litter will need to be collected and disposed of by the Contractor at every service. Litter detail will be done out to the hard surfaces surrounding building such as sidewalks and the edge of parking lots located closest to the buildings or as defined by property map boundary. All debris on hard surfaces and along curbs are to be collected and disposed of by the Contractor. Contractor will call the owner’s representative if excessive event-based waste is encountered from events or other activities by the University. Dispose of vegetative waste into University supplied recycle/compost dumpster if provided.
2. **Edge Curbs, Sidewalks** - All hard-paved surfaces and bed edges will be power edged, utilizing a steel blade stick edger or walk behind edger at once monthly. Walks and driveway edges will be left with a clean appearance, taking care that lawn edges are free from grass build up. Care must be taken to not damage vehicles. It will be the responsibility of the Contractor to replace broken glass and to repair other damage to vehicles and buildings and appurtenant structures. Curb- lines will be cleaned a minimum of 3 feet into roadway and debris will be collected, not blown into roadway. All collected debris should be disposed of by the Contractor or as directed by the owner. This will include any debris present at the time of service, primarily fallen leaves. Care should be taken to blow leaves out from under parked cars with no damage being caused to the vehicle.
3. **Line Trimming** - Using a nylon-string, mechanical trimmer, all grass adjacent to buildings, fences, light poles, etc. will be trimmed to the same height as lawn areas at every other service. Care must be taken not to whip trees and other plants or architectural features such as light poles and benches, etc. It will be the responsibility of the Contractor to repair or replace items damaged, especially irrigation valve box covers if damaged by trimming and mowing. All utility valves/boxes should be edged neatly around the shape of the box and blown off to prevent turf, soil, or mulch from covering and concealing the utility. Line trimming should be used to touch up edging between power edgings as necessary.
4. **Clean Off Hard Surfaces** - All sidewalks, walkways, plazas, and patios are to be blown off or swept as mowing/trimming is progressing to prevent clippings from being tracked into building at every service. Also, prior to leaving the site after mowing & trimming is complete, a final blow down will be made of all hard surfaces.

**TASK 003: Turf-Core Aeration**

Prior to start, contact University’s designated Landscape Program Manager to determine the following: identify location of all heads and valves and depth of lines, aerate to depth and number of holes per sq. ft. with solid or hollow tines, disperse or remove cores. Follow with top- dress application per specification TASK 005 unless service is not requested.

**TASK 004: Turf-Verti-cutting /Thatch Removal**

Primarily for zoysia and Bermuda turf, verti-cut in two directions, vacuum or rake and remove all thatch. Blade spacing should be at 1”, depth to reach stolons/rhizomes and just scratch surface of soil, not deeper than ¼ into soil.

**TASK 005: Turf-Top Dressing-Sand or Organics**

Broadcast sand or organics no more or less than ¼” evenly over surface. Sand to be coarse grade USGA specified sand, organics to be greens grade peat. Brush into turf and/or core holes with appropriate equipment (broom brush) so that turf is not unnecessarily stressed, torn, or damaged. Follow with fertilizer application as an additional service, requested by the owner’s representative.

**TASK 006: Turf-Over Seeding with Rye**

All turf areas will be mowed to a height of 1 inch in November with any excess clippings removed. Perennial ryegrass "Noble Eagle Blend" or “Double Eagle” or equal will be broadcast into all turf areas, in two directions, at a seeding rate of 12 pounds/1000 ft² following verti-cutting per specification 6.

**TASK 007: Bed & Groundcover Service**

**SPECIAL NOTICE FOR REMOVAL OF DEAD SHRUBS AND PLANT MATERIAL**

Because of the drought last summer, followed by the extreme cold this winter, the UofA lost much of its planting material, shrubs and bushes.

Replacement of dead shrubs and plant material is NOT a part of the routine services to be priced under TASK 007.

The initial contract period for annual service for TASK 007 under this agreement, SHALL include removal of the dead plant materials, but not the replacement of the same. Once under contract, the Contractor shall review each planting bed with the University’s designated Landscape Program Manager to identify what planting material, shrubs and/or bushes should be removed.

Labor and materials for the installation of the replacement plantings shall be delivered under the Unit Price Work TASK 015: Plantings. The plant materials will be procured using the Cost Plus Mark Up percentage, once the replacement materials are identified by the Contractor and University’s designated Landscape Program Manager. Contractor will furnish a quote based on the agreed to scope, including the cost of the plant material, the mark up, and the applicable Unit Cost charges for installation.

Beds shall be weed free, leaf free, and clean of other trash or organic matter such as fallen branches, sticks, mushrooms, ant piles, dog waste, etc. At each bed service, ground cover and/or bed and/or mulched areas are covered with previously listed organics, time shall be taken to blow or rake or vacuum these areas to remove it so that groundcover, bed, and mulched areas always looks neat, clean and free of all debris and litter.

Weeds taller than 1 inch should be hand-pulled at every service. Shorter weeds (less than 1 inch) can be chemically treated with appropriate selective or non-selective herbicide with care taken not to cause damage to desirable ornamental plants as is also mentioned in specification TASK 021.h. At no time should there ever be Bermuda/zoysia grass or vines growing over the top or through shrubs or climbing trees and there should never be any major nutsedge or other troublesome weed infestations in beds, groundcovers, or other large, mulched areas. Large weed problems such as these should be handled any time the Contractor is present on the property whether for a turf service or other and this will not constitute as an extra bed service if this TASK of corrective action is necessary.

Contractor will be responsible for replacing plant material if it is discovered misapplication of any pesticide or fertilizer is the cause of damage or death of the plant. At every turf/standard grounds care service and bed service, mulch that has been washed out or is encroaching over the edge of the bed line whether it be turf or concrete should be corrected and put back into the bed to continue to provide even coverage over the soil. As also stated in turf specifications, bed lines shall be hard edged at every other turf service to prevent turf encroachment and to maintain a sharp line between turf and mulch and to keep mulch and pine straw from migrating over the edge of sidewalks. It is expected that after major pruning, a uniform flush of new growth will occur.

If, however, sprout or sucker growth occurs on any of the plant material between major pruning services, these sprouts should be pruned immediately and not left till the next major pruning service. Inspection for plant health and condition should be made and a report shall be given to the University’s designated Landscape Program Manager at the end of each month detailing any items that need to be addressed concerning the health and condition of the plant material and a schedule should be given as to when the corrective action will take place. If plant material is dead, it should be pulled by the Contractor and this information shall be included in the report.

 Frequency: Service to be rendered 18 times per calendar year.

 2 time per month (Alternate Weeks) – May thru Sept (10 times)

 2 times per month - April and Oct (4 times)

 1 time per month – Jan, Feb, Nov & Dec (4 times)

NOTE: TASK 007 includes twice annually performing TASK 014: Hardwood Mulch Beds – Top Dress Application

**TASK 008: Bed Service - Pruning**

Consult with University’s designated Landscape Program Manager prior to application of growth regulators.

1. **Major Shrub Hedging/Shaping -** Hedge or selectively prune as designated by species or by intent of landscape design. Hand pruning expected to maintain size and shape of shrub. Additional maintenance pruning to enhance shape of selectively pruned species and to remove sucker/off shoot sprouts. Shrubs to be pruned to maintain individual shapes and not allowed to grow into mass plantings unless agreed upon with University’s designated Landscape Program Manager.

Frequency: It is expected that at least one hard cut back or hedging of shrubs at appropriate time per species is required to maintain size and shape of shrub and one follow up service to maintain this later in the growing season (2 times annually). Expected schedule for these pruning services is March/April and July/August unless weather conditions alter growth patterns. Confirm schedule with the UofA representative.

Screen hedges around utilities or other equipment shall be hedged to uniform height as University’s designated Landscape Program Manager directs. In situations where gaps in the hedge exist, the shrubs on either side shall be allowed to grow into the gap and should not be pruned as an individual shrub. Height of the hedge in this situation should be maintained uniformly also and not cut just to even the top. Contact University’s designated Landscape Program Manager to determine if a shorter shrub in this situation should be allowed to grow taller or if the rest of the hedge should be reduced to make the hedge uniform again. Hard box edged shapes/angles are not desired unless University’s designated Landscape Program Manager states otherwise (i.e. a true boxwood hedge) and edges should be rounded. Care must be taken to keep fronts of hedges vertical or narrow at the top, the top of the hedge should never be wider than the bottom and the hedge should never appear to be leaning away from the item it is planted near.

1. **Trim Groundcover (Liriope, Mondo)** - Use a reciprocating blade trimmer or push mower rotary blade to trim liriope no less than 2 inches in height to remove all old, trampled, and disease infested leaf blades. Vacuum or hand rake to remove all clippings. Perform service in January (once annually) before new growth begins. Border or walkway edging of liriope is not desirable except for this one trimming service and will only be allowed if liriope is diseased or damaged and it is necessary to rejuvenate the appearance.

Mondo will only be trimmed in this manner if requested by University’s designated Landscape Program Manager. Otherwise, border and walkway specification apply to Mondo also. Work with the University to dispose of vegetative waste into University’s supplied recycle/compost dumpster, or at the University’s organic waste staging location for transport to the City of Fayetteville’s compositing facility.

1. **Trim groundcover (Asiatic Jasmine)** - Use a string trimmer or reciprocating blade to maintain height of jasmine between 4-6 inches and edge borders around trees, shrubs, walkways, beds, plaques, signs, etc. Jasmine should never be allowed to grow into shrubs as they will eventually overtake and choke the shrub. All organic debris and trash shall be removed from groundcovers to maintain a neat and clean appearance at all times. Usually one hard trim (once annually) is required prior to spring flush to keep height in this range with periodic light trimming over the top to maintain neat and level appearance.

Border edging is required at every other turf service to prevent runners from growing outside these listed boundaries. Top of edge should be tapered or rounded a minimum of 2 inches to prevent a hardline appearance.

1. **Trim groundcover (Ardisia**) – Use a string trimmer or reciprocating blade to prune ardisia only when requested by University’s designated Landscape Program Manager or if necessary if plants are damaged and need to be rejuvenated (once annually).

**TASK 009: Natural Tree/ Landscape Area – Restored Natural Habitat**

In these natural areas of campus, the intent is to leave them as close to what would have been in place prior to modern development. In these restored areas, invasive species have been initially removed and native plantings have been installed. It is critical that these restored natural plantings be protected and not treated as weeds for cutting or removal. Consult the University’s designated Landscape Program Manager if there is any question as to what plantings should be protected and remain.

Care for these areas shall consist of:

* Removal of any trash, litter or other waste.
* Removal of invasive species plants per TASK 012.
* If on site, clear any natural surface trails of fallen limbs, larger sticks, etc.
* Document any trail damage or erosion and report it to the University’s designated Landscape Program Manager.
* Frequency shall be (4) times per year.

**TASK 010: Natural Tree Area – Unimproved Natural Habitat**

In these natural tree canopied areas of campus property, the intent is to leave them as close to what would have been in place prior to modern development. In these natural tree areas, the tree canopy shall remain as is, and the forest floor left undisturbed to the degree possible.

Care for these areas shall consist of:

* Removal of any trash, litter or other waste.
* Removal of invasive species plants per TASK 012.
* If on site, clear any natural surface trails of fallen limbs, larger sticks, etc.
* Document any trail damage or erosion and report it to the University’s designated Landscape Program Manager.
* Frequency shall be (4) times per year.

**TASK 011: Natural Tree Area – Maintained Forest Habitat**

In these natural tree growth areas of campus property, these spaces have been identified as needing to be kept clear and open under the tree canopy.

Care for these areas shall consist of:

* Removal of any trash, litter or other waste.
* Removal of invasive species plants per TASK 012
* Limb up trees larger than 3” in caliper to 1/3 their height or to 7 ft. whichever is less.
* Leave small trees 2” to 3” as is.
* Brush hogging with a rotary cuter following the above. Small waste and spoils can be left to decompose naturally.
* If on site, clear any natural surface trails of fallen limbs, larger sticks, etc.
* Document any trail damage or erosion and report it to the University’s designated Landscape Program Manager.
* Frequency shall be (2) times per year.

**TASK 012: Invasive Species Removal**

Work with Grounds Shop and/or Office for Sustainability to identify plant types to be removed. Frequency will be “per occurrence”, or as designated as a service under another TASK.

Invasive Shrubs Include:

Bush Honeysuckle (*lonicera maackii*)

Chinese Privet (*ligustrum sinense*)

Treatment: Pull out by the roots when possible.

For well-established shrubs and on erosion prone slopes, cut stump low to the ground and apply 50% glyphosate immediately after cutting.  Blue marker dye should be used in herbicide. Remaining brush can be chipped onsite when without berries/seeds or should be hauled to a mulching/composting facility such as the City of Fayetteville’s.

Invasive vines include:

Winter Creeper (*euonymus fortunei*)

English Ivy (*hedera helix*)

Treatment: Vines which are climbing trees will be prioritized. Hand pull small infestations. Otherwise, cut stump and apply 50% glyphosate with blue marker dye.

Identification, treatments, and other best practices for Fayetteville invasive species removal can be found here: [https://www.watershedconservation.org/wp-content/uploads/2021/12/WCRC-Invasive-Species-Guide-7\_14\_21\_fnl\_rev.pdf](https://nam11.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.watershedconservation.org%2Fwp-content%2Fuploads%2F2021%2F12%2FWCRC-Invasive-Species-Guide-7_14_21_fnl_rev.pdf&data=05%7C01%7Clturley%40uark.edu%7C41ab91bc94234bcd483808db1f4b7634%7C79c742c4e61c4fa5be89a3cb566a80d1%7C0%7C0%7C638138181192626800%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=4az7njiR8mc4GwtBgrnuhGZm036fxbdi6%2FRuhXBmtBs%3D&reserved=0)

**TASK 013: Hardwood Mulch Beds – Restoration of Existing**

This task applies to beds that have steel edging in place, but have shrubs that have become overgrown with grass runners, weeds, etc., and where the mulch had decomposed or is thin. Remove all old mulch and landscape fabric to bare earth. Pull as much of the overgrowth grass and weeds as practical. Use partially composted triple ground hardwood. Mulch to be 4 inches thick and spread evenly and not piled excessively against plant bases, light fixtures, sign bases, posts, etc. Trees and shrubs should not have mulch contacting their trunks/stems.

Bed edges shall be refreshed at the mulch service with an angled bed edger with wide 4-inch tapered blade minimum of 2 inches deep. This allows the mulch to taper down to the turf or concrete edge and maintain proper thickness so that weed outbreaks along the edge of the beds is less troublesome. It also works to tuck the mulch into place and reduce the amount that will spill over onto the concrete or into the turf area. This line shall be maintained at all turf services with a straight blade stick edger.

Flat trimming turf along the bed or tree ring edge with a string trimmer is not a substitute for edging and throws out the mulch along the edge ruining the neat contrasting line and exposes soil for weeds to grow. Flat trimming near beds and trees should only be done where mowers cannot access.

Frequency will be on a “per occurrence” basis.

**TASK 014: Hardwood Mulch Beds – Top Dress Application**

This line item is to refresh mulched areas that have not degraded much but need a thin layer to restore the aesthetics. All specifications as stated in TASK 001(a) apply but where edges are not worn, wide blade bed edger does not have to be used and the straight blade steel edger can be used. Areas that have seen significant foot traffic and are trampled especially around walkway edges, should be edged with the Stihl wide blade bed edger or equal.

Frequency will be “per occurrence”, or as designated as a service under another TASK.

**TASK 015:** **New Plantings - Shrubs, Ornamental Grasses & Annual Color**

This TASK provides for the installation of new or the replacement of existing plant materials in association with other Tasks defined in the Scope of Work. The effort to install a particular plant depends on how large it is, as well as the number per unit area. The options below are intended to provide some accommodation with respect to the level of effort to install various types of plant material, and thus the associated cost.

Installation of new planting material should include pulling any old plant material. At the beginning of the growing season, or when installing new shrubs, add appropriate organic matter (peat moss/compost/manure), and mix existing soil to 6-8-inch depth. It is expected that 2-4 inches of planting mix/soil should be added at each scheduled planting to maintain proper height of bed and crown for good drainage. Once installed, fertilize, mulch and water new plants to saturation to prevent stress or wilting. Plants should be mulched immediately after planting. Plants should be spaced based on the diameter of the fully-grown mature plant. Contractor will be responsible to notify the University’s designated Landscape Program Manager to activate the irrigation system once installation is complete.

Precautions should be taken if there is a concern about slug and snail damage or other disease issues at planting time. Coordinate any recommended pesticide application with the University’s designated Landscape Program Manager prior to application.

Throughout the growing season at every bed service, the annuals should be maintained weed free, and any leaf drop, organic debris, or trash in beds should be removed. If plants become leggy or need trimming or deadheading, it will be the responsibility of the Contractor to perform the service as a part of TASK 007, Bed and Ground Cover Service. Shrubs and ornamental grasses will be maintained under TASK 008, Bed Service – Pruning.

Vegetative waste should be disposed of in the University’s supplied recycle/compost dumpster, or at the University’s organic waste staging location for transport to the City of Fayetteville’s compositing facility.

Unit Cost Pricing is to install the following:

1. **SHRUB PLANTING: Size greater than 1 gallon to 5-gallon container** – Install large shrubs, bushes or other plant material as described above. Plant material to be furnished for installation.
2. **SHRUB PLANTING: Size of 1 gallon container or Less** – Install smaller shrubs, bushes or other plant material as described above. Plant material to be furnished for installation.
3. **ORNAMENTAL GRASSES: Size greater than 1 gallon to 5-gallon containers** – Install larger ornamental grasses, ground cover or other plant material as described above. Plant material to be furnished for installation.
4. **ORNAMENTAL GRASSES: Size of 1 gallon container or Less** – Install larger ornamental grasses, ground cover or other plant material as described above. Plant material to be furnished for installation.
5. **ANNUAL COLOR: Size less than 1 gallon, tray flats, other** – Install seasonal color plantings, annuals or perennials, low ground cover or other plant material as described above. Plant material to be furnished for installation.

**TASK 016: City Hard Surface Trail Maintenance**

The City of Fayetteville hard surface pedestrian trail crosses much of the University’s property in and around the campus. There is approximately 1.1 miles of City Trail that crosses UofA property. The trail right of way may have natural ground cover within the care boundary, but it may also have wooded areas as well. The intent of the trail maintenance is to keep a minimum 5 ft. natural grass shoulder from each side of the trail clear and open, to a maximum of either 20 ft. each side of the trail, or to the property line, or to the tree line edge, whichever is less. If there are wooded areas within the maximum trail care boundary (20 ft to each side), the intent is to keep them clear of underbrush, and limbed up to no less than 6 ft. from the ground. This is to provide trail users a clear line of sight to either side of the trail.

The specific care standards are as follows:

* To a minimum of 20 ft. to either side of the trail or to the property line, whichever is less:
	+ Removal of any trash, litter or other waste.
	+ Removal of invasive species plants per TASK 012.
* Maintain a minimum of 5 ft. of open ground cover to either side of the Trail (free of trees, bushes, and screening growth).
* Open ground cover to either side of the Trail shall be brush hogged / rough mowed a minimum of 5 ft, or to the edge of the tree line, whichever is greater no less than four (4) times annually to control height of growth.
* The tree canopy should be maintained per TASK 011, no less than 5 ft from either side of the trail to 20 ft. to either side of the trail or to the property line, whichever is less.

**TASK 017: Roadway / Parking Lot Maintenance**

University’s may request roadway and parking lot maintenance as needed. Services would include, but are not limited to, leaf / debris removal, curb and gutter cleaning, storm drain inlet cleaning, crack herbicide spraying, and limb / tree removal. Services will be priced on a unit cost basis as needed. Restoration and/or bed services for islands in parking lots is a separate task as defined in TASKS 007, 013, 014 as appropriately designated.

**TASK 018: Landscape-Miscellaneous Labor**

Special circumstances may arise whereby a University’s designated Landscape Program Manager may request labor and/or equipment for special cleanup activities. Work to be performed may include a large quantity weed removal, leaf removal, hedge trimming/rejuvenation, small tree trimming/corrective pruning. Some areas especially low sidewalks and curb-lines may need flat shovel work to remove sediment, gravel, and heavy soil/organic buildup.

Other circumstances may be when there is an excessive amount of trash or other litter ranging from paper, cups, bottles and cans that is considered above normal or average litter removal, which is a requirement of the normal scope of services. Finally, there may be circumstances that require removal of larger objects such as small furniture or mini refrigerators, tires or other junk, which will need to be picked up and trailered back to the University’s waste disposal site at University’s Facilities Management. This is only a representation of the types of work that may need to be performed but is not an all-inclusive list.

In the execution of the work under the RFP, the Contractor thinks the requested work is beyond the that in the base requirement of the designated work task, the Contractor must notify UofA University’s designated Landscape Program Manager prior to initiating excessive cleanup actions. The UofA University’s designated Landscape Program Manager will investigate to validate that the requirement is additional scope, and that it is appropriately documented.

For other work requested by the UofA outside of the Work Tasks defined above, the Contractor shall provide a price per hour per person for excessive cleanup. Labor rate both regular and overtime shall be charged per hour.

**Quoted labor rates should be fully burdened**, to include all overhead, supervision, small hand and individual power tools, such as rakes, shovels, brooms, powered blowers, trimmers, clippers; consumables, trash bags, PPE, and other personal equipment necessary to do the manual task. Large powered or specialty equipment is not included.

Overtime will be billed at 1.5 times the regular hourly rate (time and a half). The rate should be a weighted average rate for the staff assigned to the UA contract.

Minimum call out will be 4 hours. Overtime will qualify after a full 8-hour shift has been worked on normal business days Monday through Friday if University’s designated Landscape Program Manager determines the need to continue work. The length of overtime in these instances would average 1-2 hours, but during an event weekend, longer hours may be required. Work scheduled for Saturday, Sunday, or Holidays will be paid at the overtime rate. All line items to be requested as needed.

**TASK 019: Landscape-Miscellaneous Equipment**

Pricing for the requested miscellaneous equipment will be priced on a per hour basis, with a minimum of 4-hour call out. For equipment that requires a qualified operator, the operator must be fully capable and trained to operate the equipment. The Contractor should be prepared to provide documentation of certifications. Equipment must be in good repair with no leaks, excessive exhaust (smoking), and must be clean. For operations requiring moving soil, Contractor will be responsible for contacting Arkansas One-Call (calling 811, [www.arkansas811.com,](http://www.arkansas811.com/) or [www.geocall.arkonecall.com](http://www.geocall.arkonecall.com/)). The Contractor will be responsible for having utilities located prior to start of activity penetrating or excavating 3” or more of depth. Documentation of Arkansas One Call locate requests shall be onsite with Contractor at all times while work is being performed.

PROVIDE AN **EQUIPMENT RATE SHEET** SHOWING THE HOURLY COST FOR LARGE POWERED EQUIPMENT TYPICALLY USED BY LANDSCAPE AND GROUNDS SERVICE PROVIDERS.

Equipment that requires an Operator should include the cost of the operator in the per hour rate charged. Hourly costs should include the costs for support, such as for trucks, hauling trailers, loading and unloading, transportation time to and from the job site, fuel, maintenance, and all other costs associated with performing the service. Billable hours will be for the number of hours worked on the site, subject to the minimum call out above.

For other specialized equipment that must be rented, or for specialty subcontractors (e.g., tree spade contractors, vacuum trucks), cost will be handled using the Cost Plus Mark Up percentage quoted, where the invoiced cost of the work, equipment or service will be billed at the invoice cost work plus the mark up.

**TASK 020: Irrigation System Maintenance**

This service is NOT included in the RFP.

**TASK 021: Chemical Application-Fertilization, Weed, Disease, & Insect Control**

Unless noted specifically in a given task, the general application of fertilizers, weed control products, and insect and disease control products to large scale turf areas are not a part of this RFP. Generally chemical products will be limited to those for local weed control in beds and on hard surfaces, and local fertilizers for planting beds. Coordinate any recommended chemical product applications with the University’s designated Landscape Program Manager. Costs and scope will be determined as an additional service as agreed to by the parties.

Sprayer operator should be appropriately licensed by the Arkansas Department of Agriculture (ADA, [www.agriculture.arkansas.gov](http://www.agriculture.arkansas.gov/)) with all necessary endorsements pertaining to the type of application such as Turf and Ornamental, Aquatics, Roadside, trees, etc. Operator should be trained in correct operation of spray unit and have all necessary documentation as required by ADA on-site at time of application. Operator should have appropriate PPE, spill kit, emergency contact info, and chemical applied flags to mark areas that have been treated.

Flags to be removed by applicator at end of appropriate notification/re-entry period. Any areas or objects that receive incidental spray shall be washed and cleaned appropriately by the Contractor. Operator must wear appropriate PPE expecting to be in contact with overspray and dripping. Any incidental overspray onto cars, buildings, bikes, signage, benches, etc., shall be washed clean by the Contractor.

1. Turf Post-Emergent – One to four applications will be made with fertilizer applications. The preferred post-emergent herbicide to use is "3-way Herbicide for Southern Turf Grass" by Site One/John Deere/Lesco, or equal. If chemicals require watering-in, it will be the Contractor’s responsibility to adjust irrigation schedules as needed and/or hand water all affected areas utilizing UofA building hose connections or by Contractor provided water tanks.
2. Turf Pre-Emergent - Pre-emergent herbicide, "Prodiamine" or equal, to be applied 4 times per year. Product to be applied at label rates for both cool season and warm season turf grass. If chemicals require watering-in, it will be the Contractor’s responsibility to adjust irrigation schedules as needed and/or hand water all affected areas utilizing UofA building hose connections or by Contractor provided water tanks.
3. Turf Fertilization - There will be 3 fertilizer applications to all turf areas as follows: Application 1-April: Granular Lesco 50% Polyplus 24-5-11, 2Fe,1Mn, Standard Particle or equivalent at rate of 1#/1,000ft² of N & K; Application 2-August: Granular Lesco 50% Polyplus 24-5-11, 2FE, 1Mn, Standard Particle at rate of 1#/1000 ft² of N & K; Application 3- December: Granular 18-24-12 Lesco 50% Polyplus Starter Standard Particle at rate of 1#/1000 ft² of P₂O₅. Make third fertilizer application after all over seeding has taken place and rye has been mowed once. If turf is not over-seeded with rye for winter, Application 3 will still be applied but may be made in late November or first week of December. Contractor must activate the irrigation system to water fertilizer appropriately. If area is not irrigated, Contractor must time application with predicted rain if possible and/or hand water all affected areas utilizing UofA building hose connections or by Contractor provided water tanks/and equipment. Care must be taken to prevent pedestrian injury by covering all hoses with appropriate hose/cable guard ramps when they are stretched across walkways or plazas and safety cones must be in place to visually warn pedestrians/students of work hazards.
4. Turf Disease & Insect Control – Broadcast insecticide applications will be scheduled twice per year. Use imidacloprid, cyfluthrin, fipronil, or equal rotating product mode of action to avoid resistance buildup. Same applies with use of fungicide or equal if needed. Turf fungicide application will be requested as needed but one application in October will be made as a preventative measure. Use “Heritage” azoxystrobin, thiophanate methyl, propiconazole, chlorothalonil or equal as label directs as per suspected fungal pressure requires, rotating products for follow-up applications as per label directs and as necessary to prevent disease resistance.
5. Turf Foliar Application- Apply chemical solutions –as needed/requested - per specified product label per list of specified products.
6. Beds and Trees 10-30 ft. -chemical-foliar/granular application- Fertilizer, Disease, & Insect Control applications - Use systemic, granular insecticide/fungicide per label directions at 2 determined scheduled services per year. Scout for disease and insects at each service and spot spray as needed to prevent further plant damage. Contractor must water in as necessary. Full foliar applications will be applied as needed. Contractor shall consult with UofA representative when it is deemed necessary to perform foliar applications or UofA representative will request this service as needed and as budget allows. Care shall be taken to avoid spray drift so that persons and property are not exposed to the chemical being applied. This may require work to be performed on days when parking lots are empty such as on weekends, holidays, or periods between semesters. In areas where azaleas are present and in bloom, broadcast shall be delayed till bloom is over to avoid injury to pollinating insects, honeybees primarily.
7. Turf, beds, and tree mulched areas Ant Control - applications (as needed) - Use Fire Ant bait type, "Extinguish" or "Amdros" or equal per label directions and apply when ants are foraging in April and October. Scout for ant mounds at every service and apply appropriate quick kill pesticide, "Talstar" or "Bifenthrin" equal aqueous per label and smooth out mound. Use imidacloprid, cyfluthrin, fipronil, or equal rotating product mode of action to avoid resistance buildup for broadcast bed applications as scheduled two times per year. Contractor must water in as necessary.
8. Bed Weed Control - Visually inspect all beds & hand-pull weeds larger/taller than 1 inch and adjust or add mulch to refresh area where pulling weed disturbed the soil. Pull all weeds growing within shrub mass. Beds are to be maintained in a neat, weed/leaf/branch/ball moss/litter/etc. free condition at all times. Apply post-emerge herbicide as a spot spray treatment for weeds less than 1 inch, adjust or add mulch if necessary to cover ground if bare. Use glyphosate or equal being careful not to spray ornamental plants, grasses, and colors. Evenly spread granular or aqueous pre-emergent according to label directions at scheduled interval- three times per year unless UofA representative states otherwise for more or less. Use "Snaphot" or equal. Over the top selective herbicides are acceptable if necessary but care must be taken not to damage plant material and desiccated weeds shall be removed after appropriate kill level has been reached. Contractor must water in as necessary.
9. Weed Control for Pavement - Sidewalks, pavers, plazas, and patios weed control applications - Spray with systemic post-emergent and pre-emerge herbicides to control vegetation growth in cracks and crevices. Use glyphosate or equal for post emergent. Use aqueous pre- emergent of choice.
10. Bed Fertilization -Use balanced slow-release fertilizer and apply as label directs. Addition of micronutrients or another formula to be determined by Contractor supplied soil test. Contractor will provide copies of soil test results to UofA for consultation. Soil tests shall be conducted prior to spring annual planting. Generally, use "Osmocote15-8-12 Flower & Vegetable Fertilizer" or equal. Contractor must water in as necessary.
11. Injection Fertilization - Trees with Small Mulch Ring typically 10-30ft: Vendor to take soil samples and contact UofA representative to determine adequate formula. A minimum of 2 applications will be made at UofA scheduled times throughout the season.

**Cost Plus Mark Up**

The RFP official pricing sheet will request the Respondent provide their markup or sales margin as a percentage of the total invoice cost for direct purchased materials or services outside the defined scope of the RFP that may be needed during the execution of the work. Use of this pricing structure is expected to be very limited, and primarily used for the procurement of plant materials, or other direct purchase items or services, such as irrigation system repairs, not specifically identified in the RFP.

In the case of plant materials, the labor to install these plant materials or other direct purchase items, is covered in either the Lump Sum or the Unit Cost of Work Unit pricing structures. This will allow the UofA to work with the Contractor to select plant materials for installation. The Contractor will furnish the invoice for the planting materials, approved and noted as received by the University’s designated Landscape Program Manager as back up for any billing. The total invoice cost plus the contract markup will be shown on the pay request.

In the case of specialty services not directly covered in the RFP, the Cost-Plus Mark Up can be applied to invoices, competitive bids or specialty services not offered by the Contractor. This will allow the UofA to work with the Contractor to deliver a full range of Landscape and Grounds services. The Contractor will furnish the invoice for the service, approved and noted as received by the University’s designated Landscape Program Manager as back up for any billing. The total invoice cost plus the contract markup will be shown on the pay request.

**3. COST / PRICING**

Provide an all-inclusive cost for landscape and grounds maintenance services for each building or area as defined in the RFP, the Unit Cost Pricing and the Cost-Plus Mark Up percentage, as defined in the proposal.

Bids must be submitted on the Official Bid Price Sheet included as Appendix A to be considered.

Vendors must use this Official Bid Price Sheet when submitting bids in response to this RFP and signed by an official of the company. Provide pricing and/or discount where applicable next to the item listed on the Bid Price Sheet, per minimum specifications as listed within this bid document. Pricing must include all shipping and handling charges and all Sales, Consumer, Use and other similar taxes required by law. The price submitted should be the total price paid for the listed service.

Respondents must also provide ELECTRONIC PRICING as listed on the Bid Price Excel Workbook provided with this RFP document. Note, this is **NOT the Official Bid Price Sheet**, and does not take precedence over the hard copy completed price sheet that is the official signed hard copy. If the listed values differ, the hard copy signed bid price sheet will dictate.

If pricing is dependent on any assumptions that are not specifically stated in the RFP or the Official Price Workbook, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Note that any exclusions or exceptions may render the bid or referenced pricing line item as “non-responsive”, and the University has the right to exclude it from consideration for the award.

For the purpose of an accurate evaluation, any additional pricing lists should remain attached to the Official Bid Price Excel Workbook. Pricing must be valid for **sixty (60) days** following the bid Proposal due date and time. Upon bid award, all **pricing and/or discounts must be firm thru the initial term of the agreement (December 31, 2024).** Price increases thereafter will be negotiated by the University and Contractor, and subject to mutual agreement. Future increases must be justified by detailed documentation supporting the cause for the increase (e.g., manufacturer letter, CPI data, etc.).

UofA will not be obligated to pay any costs not identified on the Official Bid Price Sheet. Respondents must certify that any costs not identified by the Respondent but subsequently incurred in order to achieve successful operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the Proposal.

General Conditions of the Bid

* + - UofA will not accept any additional charges other than those indicated in the Contractor’s proposal and shown on the Official Bid Price Sheet.
		- The Contractor’s proposal pricing shall take into full account any upcoming changes to the minimum wage or related employee benefits within the initial term of the contract. Therefore, Contractor’s proposed pricing shall include blended rates over the initial term and for each of the following contract years to account for any increases during those years.
		- It shall be assumed that the pricing submitted by each Contractor is sufficient to cover all specifications described in this Request for Proposal.

The RFP will award the term contract to the Contractor or Contractors that can provide the best overall value for the services as determined to be in the best interest of the University.

Respondents are not required to submit on every LUMP SUM work package item listed on the official bid price sheet in Appendix A. Respondents may submit a proposal for all the services requested in this RFP or may submit a proposal for only one or more specific LUMP SUM work packages as identified in this RFP. This is to allow the potential for more broad market participation based on the strengths of the services a given contractor or contractors can provide.

However, Respondents MUST submit UNIT COST PRICING for all TASKS identified and associated with a given LUMP SUM line item response. As an example, if a Respondent is submitting lump sum pricing for Job ID 110, ARKANSAS ALUMNI ASSOCIATION PROPERTY, as listed on the official bid price sheet in the Appendix, the Respondent MUST also submit UNIT COST PRICING for TASKS 001 ,007, 008, 011, 012, 013, 014, and 017, as these TASKS are listed as associated with the LUMP SUM scope of work for this specific property.

This is to allow for any true up of the Lump Sum scope of work over time for that specific property, by using the associated Unit Cost Pricing for that TASK.

The University will determine at its sole discretion, the most advantageous selection of the responses.

**4. RESPONDENT’S RESPONSIBILITY TO READ RFP**

 It is the Respondent's responsibility to thoroughly examine and read the entire RFP document, including any and all appendices. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract. This engagement is separate from any other engagement bidder may be currently pursuing with the University of Arkansas. Interpretation by and of the University of Arkansas is final.

**5. PROJECTED TIMETABLE OF ACTIVITIES**

 The following schedule will apply to this RFP, but may change in accordance with the UofA's needs:

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| Action/ Responsible Party | # Days | Date |
| RFP Released to Market (UofA) | **0** | Thursday, April 27, 2023 |
| Confirm RFP Participation | **5** | Wednesday, May 3, 2023 |
| OPTIONAL Pre-Bid Meeting | **0** | Wednesday, May 3, 2023 |
| Submit Questions / RFIs | **6** | Tuesday, May 9, 2023 |
| Respond to Vendor Questions – Issue Addenda (UofA) | **3** | Friday, May 12, 2023 |
| **Proposal Submission Deadline**  | **6** | **Thursday, May 18, 2023** **2:30 PM CDT** |
| RFP Evaluation Period | 3 | May 18-24, 2023 |
| Notification of Intent to Award |  | Thursday, May 25, 2023 |
| Contract Negotiations Begin (upon intent to award) \* |  | Thursday, May 25, 2023 |
| Service to Commence (pending) |  | Monday, June 5, 2023 |

 \*UofA places a value on all elements of this RFP. As such, after evaluation of Proposals and selection of Contractor(s), the UofA reserves the right to further negotiate with the selected respondent on any or all elements, and to award accordingly.

**There will be an OPTIONAL Pre-Bid Conference held WEDNESDAY, MAY 3RD, 2023, at 9:00 AM CST, at the Facility Management Office.**

Bidders can **attend in person** at the Main Conference Room at the Office of Facilities Management, at 521 South Razorback Road, Fayetteville, AR 7270 – OR – confirmed RFP Participants may **attend virtually** via Microsoft Teams. The invitation will be sent to all registered bidders.

Failure to attend the Optional Pre-Bid Conference will not be counted against any Respondent in the evaluation. However, not attending the pre-bid conference will not serve as grounds for bid errors, modifications to the bid, withdrawing bid offerings, or any other grounds for withdrawing the submitted bid response. The University reserves the right to schedule additional mandatory meetings, if it determines them to be in its best interests.

**6. CONTRACT TERM: RENEWALS & TERMINATION**

The term (“Term”) of any resulting Contract will begin upon the full execution of contract by the official representatives of the parties, and if applicable, any required state office or legislative approvals. If mutually agreed upon in writing by the Contractor and UofA, the term shall be for an **initial period of approximately 18 months from the date of award to December 31, 2024.** Depending upon the findings in the Contractor performance review process, the UofA will have the option to renew at the end of the contract term in 1-year renewal periods for up to FIVE (5) additional renewal terms, not to exceed a total of 78 months.

The initial lump sum pricing should consider that it is for the full 18 months of landscape and grounds maintenance services and should include both services for the partial year of 2023, as well as a full 12 months of service for 2024. Annual services shall be pro-rated for the first partial year of services both for cost and scope execution.

CONTRACT RENEWALS

The potential renewal date for the Agreement shall be on January 1 of each subsequent calendar year after the initial term. UofA University’s designated Landscape Program Manager will review the contract before the end of the initial term and each annual renewal term.

Should the contract be renewed, UofA reserves the right to change or modify requirements and/or specifications by mutual agreement with the Contractor. Such agreement shall be reduced to writing prior to the time of the annual renewal and made a part of this contract to be executed by authorized representatives of both parties.

CONTRACT TERMINATION

The University of Arkansas may terminate this Agreement as noted below.

* 1. No Cause: The University may terminate this agreement without cause, at any time during the Term (including any renewal periods), by giving the other party sixty (60) days advance written notice of termination.
	2. Breach of Agreement: Upon notification of breach or if at any time the services become unsatisfactory, UofA will give sixty (60) days written notice to the Contractor. If at the end of the sixty (60) day period the services are still deemed unsatisfactory or the breach still exists or has been repeated, UofA may terminate the contract.

The following conditions shall be deemed good and sufficient reasons (however, not exhaustive) for termination of service awarded under these specifications:

* + 1. Failure of the Contractor to meet stated goals in a timely manner in UofA’s opinion.
		2. Failure of the Contractor to comply with any other mandatory requirements once a contract is established.
		3. Lack of cooperation or performance that makes it impossible for UofA or the Contractor to meet the obligations of the contract.
	1. Non-Appropriation: Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this Contract during any portion of the Term (including any renewal periods) are not appropriated. In the event of non-appropriation, the parties agree that this Agreement shall automatically terminate without notice.
	2. In no event shall such termination by UofA as provided for under this section give rise to any liability on the part of UofA, its trustees, officers, employees or agents including, but not limited to, claims related to compensation for anticipated profits, lost business opportunities, unabsorbed overhead, misrepresentation, or borrowing. UofA’s sole obligation hereunder is to pay Contractor for services ordered and received prior to the date of termination.

 The terms, conditions, representations, and warranties contained in the Contract shall survive the termination of the Contract.

**7. CONTRACTOR REFERENCES & BUSINESS OVERVIEW**

Contractor must provide a minimum of three (3) references, preferably in higher education, located in the continental United States currently served by respondent. References are to be parties who can attest to the qualifications relevant to providing services for the bid items submitted for consideration as requested in the RFP .

UofA reserves the right to contact any references provided to evaluate the level of performance and customer satisfaction.

Provide the following for each reference as a minimum:

* Person or persons to contact
* The organization’s name
* Permanent address
* Telephone numbers
* Email addresses
* Time under the contract
* Services provided under the contract

The Contractor shall provide a general overview of its business operations and locations, including the following information:

1. Provide an overview of the firm’s history in the landscape and grounds maintenance services profession, and its date of founding.
2. Describe the organization of the firm and the range of core services it provides, its underlying philosophy or mission statement and any organizational aspects that uniquely qualify the firm for this assignment.
3. List the major company and distributor locations.
4. List the closest operating office to the UofA.
5. Describe any relevant service experience with higher education, the public sector, and Arkansas.
	1. Total number of clients
	2. Total number of clients in higher education
6. Overview of current financial status and revenues
7. Notification of any active litigation.

**8. CONTRACTOR REQUIREMENTS**

In addition to those requirements in the Selection Criteria and any other submittals, references, or data requests, which are required as mandatory responses to this RFP, Respondent’s submission of a valid proposal shall indicate compliance with and acceptance of the requirements below:

1. QUALITY CONTROL

The work covered shall be performed by firms experienced in landscape and grounds care maintenance of a similar nature and scope. Subject to the approval of UofA, which may be denied for any reason, the Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor shall remain fully liable as if the Work had been performed by the Contractor’s own employees.

By submitting the Proposal, the Respondent certifies as to meeting the following requirements:

1. It has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is like that being bid.
2. Maintains a permanent place of business, with a minimum of three (3) years in business.
3. It has access to all necessary equipment and has the organizational capacity and technical competence necessary to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the bidder has adequate financial resources to complete the work being bid, as well as all other work the bidder is presently under contract to complete.
5. It has a documented safety program with a history of satisfactory past performance.
6. If applicable, the Contractor for work under this section shall be licensed by the State of Arkansas to apply insecticides approved for use in the State of Arkansas.
7. Has a record of satisfactorily completing past projects? Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:
	1. Completed past contracts in accordance with the applicable contract documents.
	2. Diligently pursued execution of the work and completed past contracts according to established schedules.
8. PROJECT CONDITIONS

For the Contractor to properly perform and complete its work, UofA will provide Contractor with reasonable access to work areas and any staging, offloading or preparation areas that are required. The Contractor shall be familiar with the Project premises and how the existing conditions will affect its work during maintenance services. The Contractor shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of the actual job site.

Failure to visit the site or failure to examine all Contract documents will in no way relieve the Contractor from necessity of furnishing any materials or equipment or performing any work that may be required to complete the work in accordance with the RFP and resulting Contract. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation. UofA will provide full information regarding all requirements for the Project, not specifically contained herein, and will establish and maintain an effective communications system with the Contractor throughout all phases of the Work.

1. Communication

The Contractor shall designate a single person as the Landscape and Grounds Service Contract Account Manager (the Account Manager) for the UofA contract. The Account Manager has the responsibility to manage the services for all UofA buildings and grounds assigned to the Contractor under the scope and term of the agreement.

This Account Manager shall be the primary point of communication (POC) with the UofA University’s designated Landscape Program Manager for day-to-day management of the agreement between the parties. The Account Manager shall have the ability to be contacted at any time during established contract working hours, and if necessary, for an emergency on a 24/7/365 basis. This after-hours contact may be used by University Police to contact the Contractor to respond to an after-hours emergency.

The Contractor is obligated to immediately provide the University’s designated Landscape Program Manager with an update of the information, should anything change over the term of the agreement.

1. SEQUENCING AND SCHEDULING

After award of the agreement, the Contractor Account Manager and the UofA University’s designated Landscape Program Manager shall work out a master schedule for the sequencing and scheduling of the work. The schedule will need to reflect the required frequencies of the tasks, relative proximity of the sites, most advantageous times for access, and any other factors that can affect the ability of the Contractor to reasonably execute the work.

The development of the master schedule is not a guarantee that the Contractor can dictate their own schedule, but rather that the parties will work cooperatively to develop a schedule that most advantageously completes the execution of the work to the benefit of all parties.

1. Academic Calendar AND University Hours of Operation:

As noted elsewhere in this RFP, the University challenges proposers to carefully study and research the unique aspects of campus life and submit proposals that that can accommodate the unique nature of the University environment. Contractor work must consider levels of noise relative to the locations of buildings, and deal with the day-to-day movement of students between classes.

Further, the Contractor will be expected to place emphasis on landscape and grounds care prior to specific weeks during the academic year that are driven by activities and events happening on campus. The typical times of year for these high-profile events are in August prior to the start of classes (Fall Move-in, Greek Rush, Parents Week, etc.), home football game weekends, and in May for Commencement and area high school graduations. These special events will also need to be factored into the development of the master schedule for the sequencing and scheduling of the work between the Contractor POC and the UofA University’s designated Landscape Program Manager.

Academic Calendar: UofA has a traditional academic calendar with the fall classes beginning in late August and spring classes beginning in mid-January. Many students and conference attendees (approximately 3,000) take advantage of summer programs as well. Visit the UofA website to view the academic calendar details and dates.

Campus Hours of Operation: Administrative Buildings are used during the day, Monday to Friday. Currently, grounds maintenance service is conducted across a single day shift. It is common to start work at first light during the summer to take advantage of lower temperatures. Work can also be performed on the weekends, but it is usually asked to start at a later time in the morning.

University Housing Facilities: Since residential housing facilities are where students sleep, we try to not start noisy work in close proximity to those facilities before 8:00 AM nor after 6:00 PM, Monday to Friday, and after 10:00 AM on the weekends. For the week prior to, and the week of final exams at the end of the semester, the noise reduction is requested to be before 10:00 AM nor after 6:00 PM.

1. Adding or Deducting **properties** to and from the Contract

At the sole discretion of UofA, additional buildings (new or existing) may be added to or deducted from the scope of the Contract as described below.

When new buildings are added to the Contract, the Contractor shall be required to submit a formal proposal that specifies the proposed LUMP SUM price for the work to be added to the remaining term of the contract. The proposed Lump Sum price MUST be consistent with other buildings in the contract that are similar in size, scope and array of services provided. Further, the application of the Unit Cost pricing should yield similar results.

When buildings are deducted from the Contract, the Contract shall be reduced by the corresponding LUMP SUM amount in effect for the current contract term.

1. Adding or Deducting **AREAS OF WORK** to and from the Contract

Contractor’s Unit Price Bids shall be used for adjusting the quantity of space that is added or removed from the Contract resulting from this RFP. This price per unit area for added/removed space shall be all-inclusive of related costs.

During the term of the agreement, there may be instances where some portion of the square footage or specific work task element associated with one of the LUMP SUM prices needs to be modified (e.g. construction eliminates the need to maintain a specific bed, or the University wants to add a new bed). In this instance, the corresponding Unit Price Bid for the specific Work Task will be used to modify the Lump Sum price accordingly.

The Contractor shall be required to submit a formal proposal that specifies the proposed revised LUMP SUM price for the work based on the additions or deletions of work scope. The Contractor and the UofA University’s designated Landscape Program Manager will review the proposal and if approved will issue a change order for its incorporation into the current term of the contract.

1. Account Management

UofA reserves the right to ask prior to award, and shall be provided upon award, the Contractor’s proposed Supervisory Staff (names, resumes, reference, etc.), the overall management organizational structure and staffing plan, showing the number of workers, crews, and crew leads.

As noted above, the Contractor’s designated UofA Grounds Contract Account Manager has the responsibility to manage the services for all UofA buildings assigned to the Contractor under the scope and term of the agreement. This Account Manager shall be responsible for the assignments designated below:

1. Has ultimate overall responsibility for all activities within UofA account.
2. Functions as the primary contact with UofA University’s designated Landscape Program Manager and other key personnel as identified.
3. Is available 24 hours, 7 days a week (as appropriate).
4. Responds to calls within 15 minutes.
5. Responds to emergencies with first contact within one hour.
6. Visits UofA properties as appropriate.
7. Acts as a key quality control interface with UofA designee(s) and Contractor
8. Coordinates UofA’s requirements within the Contractor’s organization consistent with UofA’s needs and quality expectations.
9. Coordinates and acknowledges all activities, contract modifications, agreements, schedules, change order proposals, etc.
10. Coordinates and tracks all activities ensuring compliance to agree upon schedules, requirements, and quality expectations.
11. Institutes escalation procedures necessary to meet the service and quality requirements outside the standard terms of the contract.
12. Coordinates all corrective activity
13. Makes sure each crew member understands his or her daily assignment, placing special emphasis on complaints and assignments
14. Performs quality control audits, including formal monthly property inspections tied into the performance criteria.
15. Updates the UofA University’s designated Landscape Program Manager with potential changes in products, service and enhancements to the current program.
16. Provides the UofA University’s designated Landscape Program Manager with information on resources, educational opportunities and industry trends.
17. Reporting

Through the Account Manager, the Contractor must provide various management reports to UofA. The reports specified below represent the minimum reporting requirements. All reports shall be submitted to UofA University’s designated Landscape Program Manager.

Daily

* Communicate all events and issues to UofA University’s designated Landscape Program Manager and other designated UofA personnel, including attendance, injuries, damages, etc.
* The employees of the Contractor shall be responsible to immediately notify the UofA University’s designated Landscape Program Manager of any inappropriate or illegal activities that they witness while on campus.

Monthly

* Quality inspection scores, including:
	+ Overall monthly average score (KPI)
	+ Corrective action plans and follow-up results
* Contractor shall provide the UofA University’s designated Landscape Program Manager with:
	+ Status of the Contractor’s major maintenance activities and projects
	+ Cost savings and process enhancement opportunities
	+ Upcoming work activities for planning purposes
1. Work Rules

Contractor and its officers, employees, agents, volunteers, and subcontractors, shall adhere to the following work rules, in addition to all other policies, service expectations, and work rules described in this RFP:

* Do not remove anything from the campus which is individual personal property or UofA property.
* Do not consume alcoholic beverages or other drugs on the job or report to work under the influence of alcohol or drugs.
* Comply with the UofA Smoke-free Campus Policy (Fay Policy 724.0).
* Do not enter any off-limit areas.
* Do not use buildings for breaks or meals and do not use building bathroom facilities. Contractor shall provide portable toilet facilities as necessary for the level of staffing on site.
* UofA reserves the right to ask for team member changes at any time. UofA has the right to remove any personnel from our location at its sole judgement.
* Landscape maintenance technicians shall always present themselves, by dress and behavior, in a professional manner (shirts shall always be worn, no cut-off shorts, no use of alcoholic beverages on the site, etc.), and in accordance with the Contractor’s safety program.
* Contractor employees shall be readily identifiable by wearing a company shirt or uniform (such garments shall be of a single consistent color with the Company name or logo conspicuously emblazoned thereon) and must wear identifiable uniforms while on duty or on campus.
* Contractor employees must wear proper Personal Protective Equipment (PPE) at all times required by federal or state statute, or by the Contractor’s published safety policy. The Contractor shall supply all uniforms and PPE.
* If keys are misplaced or lost by Contractor personnel, Contractor shall contact the UofA University’s designated Landscape Program Manager immediately. Contractors should familiarize themselves with the UofA Key Policy. Lost keys can cause the Contractor to lose security deposits and could cause the Contractor to incur full cost to rekey building/buildings.
1. QUALIFICATION OF WORKERS

Landscape maintenance shall be performed in a professional manner with extreme regard for employee, staff, and visitor safety. Services shall be always carried out by trained service technician(s). The Contractor is responsible for all aspects of landscape maintenance during the term of the resulting Contract. All personnel will receive close and continuing first-line supervision by the Contractor.

Respondent should note if they have in their employ a currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA).

Respondent should note if they have in their employ a Certified Landscape Technician who is currently a Certified Landscape Technician (CLT) as recognized by the Associated Landscape Contractors of America (ALCA).

1. Language Requirements

The Account Manager and all Project Supervisors must be able to speak, read and write fluent English. Someone must be available on site who can speak English in case of an emergency.

1. Vehicles

Contractor will abide by UofA’s Transit and Parking policies and guidelines ensuring vehicles are appropriately decaled/permitted for parking on UofA campus. Contractor shall park only at locations designated by their approved decal/permit. The Contractor is responsible for the purchase of permits and charges for any violations. The Contractor shall be responsible for providing vehicles as needed for operations.

1. Equipment

The Contractor shall be responsible for providing and maintaining all equipment and related items for the provision of services to UofA under this contract. Equipment is to be well maintained and checked periodically for safety hazards to ensure the safety of workers and the public. All equipment is to be stored offsite when the Contractor’s personnel have completed their task unless specific arrangements have been pre-approved in writing between the Contractor and the UofA University’s designated Landscape Program Manager.

1. Chemicals

The Contractor shall be responsible for providing all chemicals and supplies, to be included in the overall fixed price where applicable. The Contractor will comply with all OSHA requirements and maintain the appropriate Material Safety Data Sheets (MSDS) wherever it stores chemicals. The Contractor will also provide University’s designated Landscape Program Manager with a composite Manual on all MSDS. The MSDS must be kept current.

All chemicals and supplies brought on-site by Contractor must be properly labeled, used and stored according to OSHA regulations. The Contractor shall work with UofA on an ongoing basis to ensure that the UofA is aware of what potential hazards may be on campus due to the contract.

1. Service Expectations

The Contractor and its officers, employees, agents, volunteers, subcontractors and invites understand that they are working at an institution of higher learning and are required to conduct themselves in a manner that is commensurate with that environment. Contractor, its officers, employees, agents, volunteers, subcontractors and invitees shall do all things reasonably necessary or required by UofA to maintain the high standard of quality and management for the products and services outlined in this RFP and any resulting Contract.

Contractor agrees that it shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. The Contractor shall not employ any current student-athletes in any capacity without prior written approval from University Athletics.

Contractor shall be responsible for the conduct of its officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of UofA policy, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators, customers and UofA trustees, officials, employees, agents, licensees, contractors, subcontractors, vendors, student, alumni and guests is impermissible, will not be tolerated and could result in their removal from UofA’s campus.

1. INSURANCE

The Contractor shall maintain, at its sole expense, effective insurance covering its activities at the project premises, but under no circumstances, any less than the required minimums defined in the RFP.

The insurance required shall provide adequate protection for the Contractor against damage claims that may arise from operations under this Contract, whether such operation is by the insured and against any of this special hazard that may be encountered in the performance of this Contract. Each of the policies described above shall include UofA as an Additional Insured in respect to the activities carried out under this Contract.

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.

1. Security

When notified by UofA of an act of theft or dishonesty by Contractor personnel, and such act is not reasonably in dispute, Contractor shall immediately reimburse UofA for UofA’s resulting loss without consideration of any potential reimbursement or recovery from Contractor’s fidelity carrier.

Contractor will remove any Contractor personnel from assignment at UofA that are deemed by UofA to be unsatisfactory for any reason. Contractors shall maintain a disaster recovery and pandemic response service plan to ensure safety, business continuity and minimum disruption to UofA. Contractor represents and warrants that all Contractor employees designated to perform services at UofA locations are either citizens or legally eligible to work in the United States. Contractors also represents and warrants that it has and will comply with all applicable immigration laws and regulations relative to those employees.

1. CODES AND STANDARDS

Perform all work in compliance with applicable requirements of governing authorities having jurisdiction. The following publications of the issues listed below, but referred to hereafter by basic designation only, form a part of this specification to the extent designated by references thereto:

1. Federal Specification (FS): O- F 241D, Mixed Commercial Fertilizer.
2. Comply with all Federal and State Department of Agriculture regulations for pest control which, in general, require that Contractors operating in infested areas thoroughly clean all equipment units before moving them to non-infested areas.

**9. GENERAL INFORMATION FOR RESPONDENTS**

**9.1 Distributing Organization**

This RFP is issued by the Office of Business Affairs at the UofA. The University Purchasing Official is the sole point of contact during this process. Only written communication is considered formal and can be supported throughout this process.

**Respondent Questions and Addenda:** Respondent questions concerning all matters of this RFP should be sent via email to: Ellen Ferguson, Sr. Procurement Coordinator/Contracts Manager

 ellenf@uark.edu

Questions received via email will be directly addressed via email, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on HogBid, the bid solicitation website: <http://hogbid/>. During the time between the bid opening and contract award(s), with the exception of Respondent’s questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not Respondent. Specifically, the persons named herein will initiate all contact.

Respondents shall not rely on any other interpretations, changes, or corrections. It is Respondent's responsibility to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

**9.2 Agency Employees and Agents**

Contractor shall be responsible for the acts of its employees and agents while performing services pursuant to the terms of any Contract. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the UofA premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by Contractor or any of its agents or employees. Contractor’s employees shall conduct themselves in a professional manner and shall not use UofA’s facilities for any activity or operation other than the operation and performance of services as herein stated. UofA reserves the right to deny access to any individual. The following conduct is unacceptable for Contractor’s employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness.

**9.3 Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products) by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and facilities, owned or operated by UofA, including all vehicles on UofA property.

**9.4 Disputes**

Contractor and UofA agree that they will attempt to resolve any disputes in good faith. Contractor and UofA agree that the State of Arkansas shall be the sole and exclusive jurisdiction and venue for any litigation or proceeding that may arise out of or in connection with any Contract. The Respondent acknowledges, understands and agrees that any claims, demands, suits, or actions for damages against UofA may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does UofA agree to binding mediation or arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

**9.5 Conditions of Contract**

Contractor shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of work. Contractor shall indemnify and hold harmless UofA and all its trustees, officers, employees, volunteers, students, and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

To the extent Contractor shall have access to, store or receive student education records, Contractor agrees to abide by the limitations on use and re-disclosure of such records set forth in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99. Contractor agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by UofA or as required by law. Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, Contractor shall return all student education record information or provide evidence that it was destroyed within thirty (30) days.

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25‐26‐201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web‐based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

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

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

If the information technology product or system being offered does not completely meet these standards, the Respondent must provide an explanation within the VPAT detailing the deviation from these standards.

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

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

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

**9.6 Contract Information**

Respondents should note the following regarding the State’s contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of Respondent’s bid:

 A. The State of Arkansas may not contract with another party to perform any of the following:

1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.

2. Indemnify or defend that party for liability or damages. Under Arkansas law UofA may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.

3. Pay all sums that become due under a contract upon default.

4. Pay damages, legal expenses, attorneys’ fees or other costs or expenses of any party.

5. Conduct litigation in a place other than the State of Arkansas.

6. Agree to be subject to or bound by governing law, jurisdiction, or venue of any state, country or province other than the State of Arkansas.

7. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with UofA should:

1. Remove any language from its contract which grants to it any remedies other than:

* The right to possession.
* The right to accrued payment.
* The right to expenses of de-installation.

2. Include in its contract that the laws of the State of Arkansas govern the contract and that the State of Arkansas is the exclusive jurisdiction and venue for any and all claims, disputes, actions or suits between the parties or related to the Contract.

3. Include in its Contract that the UofA is an instrumentality of the State of Arkansas entitled to sovereign immunity from suit and that all claims, demands, suits, or actions for loss, expense, damage, liability or other relief, either at law or in equity, against UofA or its trustees, officers, employees, volunteers, students, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas.

4. Include in its Contract all other terms and conditions stated in this RFP.

5. Acknowledge in its contract that contracts become effective when awarded by UofA Purchasing Official.

**9.7 Reservation**

This RFP does not commit UofA to award a contract, to pay costs incurred in the preparation of a Proposal to this request, or to procure or contract for services or supplies. UofA reserves the right to accept or reject (in its entirety), any Proposal received as a result of this RFP, if it is in the best interest of UofA to do so. In responding to this RFP, respondents recognize that UofA may make an award to a primary Respondent; however, UofA reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

**9.8 Qualifications of Respondent**

UofA may make such investigations as deems necessary to determine the ability of Respondents to meet all requirements as stated within this RFP, and Respondent shall furnish to UofA all such information and data for this purpose that UofA may request. UofA reserves the right to reject any bid if the evidence submitted by, or investigations of, such Respondent fails to satisfy UofA that such Respondent is properly qualified to carry out the obligations of the Contract.

**9.9 Non Waiver of Defaults**

Any failure of UofA at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of UofA at any time to avail itself of same.

**9.10 Independent Parties**

Contractor acknowledges that under the Contract it is an independent contractor and is not operating in any fashion as the agent of UofA. The relationship of Contractor and UofA is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

**9.11 Governing Law**

This RFP, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Respondent(s) or Contractor(s) and UofA shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties agree that the State of Arkansas shall be the sole and exclusive venue and jurisdiction for any litigation or proceeding that may arise out of or in connection with this RFP or any Contract with UofA. The parties waive any objection to the laying of jurisdiction and venue of any claim, action, suit or proceeding arising out of the Contract or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has been brought in an inconvenient forum. Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to UofA or its trustees, officials, employees and representatives. In no event shall UofA or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to Respondent(s) or Contractor(s) for special, indirect, punitive, or consequential damages, attorneys’ fees or costs or any damages constituting lost profits or lost business opportunities.

**9.12 Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable UofA procurement procedures. All material submitted in response to this RFP becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can only be protected to the extent permitted by Arkansas law.

**Note of Caution**:  Respondents should not attempt to mark the entire Proposal as "proprietary" or submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary.  Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Costs and pricing terms are not considered as proprietary**.

**9.13 Disclosure**

1. **Contract and Grant Disclosure**

Disclosure is a condition of the resulting Contract and UofA cannot enter into any contract for which disclosure is not made. Arkansas’s Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to Respondent’s business, Respondent must state so in writing.

1. **Respondent Conflict of Interest Form**

Only when applicable, for any RFP that requires the disclosure of existing conflict of interest circumstances, Respondent should complete the *Bidder Conflict of Interest Form* and submit with bid Proposal. It is the responsibility of Respondent desiring to be considered for a bid award to complete and return this form, along with the *Contract and Grant Disclosure and Certification Form*. The purpose of these forms is to give Respondent an opportunity to disclose any actual or perceived conflicts of interest. The determination of UofA regarding any questions of conflict of interest shall be final.

**9.14 Proposal Modification**

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to UofA. Such notice must be received by the UofA Purchasing Official prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal”. No modifications to the Proposal will be accepted at any time after the Proposal due date and time.

**9.15 Prime Contractor Responsibility**

Single and joint Respondent bids and multiple bids by Respondents are acceptable. However, the selected Respondent(s) will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact with regard to the award of this RFP.

**9.16 Period of Firm Proposal**

Prices for the proposed services must be kept firm for **at least one hundred twenty (120) days** after the Proposal Due Date specified on the cover sheet of this RFP. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for one hundred twenty (120) days or until written notice to the contrary is received from the Respondent, whichever is longer.

**9.17 Warranty**

The Respondent must:

1. Define the provisions of the warranty regarding response time for service and support.
2. Define the provisions of the warranty regarding system up time including maintenance windows.
3. Outline the standard or proposed plan of action for correcting problems during the warranty period.
4. Respondents must itemize any components, services, and labor that are excluded from the warranty.

**9.18 Errors and Omissions**

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the UofA Purchasing Official, in writing, and UofA shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

**9.19 Award Responsibility**

The UofA Purchasing Official will be responsible for award and administration of any resulting Contract(s). UofA reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Respondent(s).

Contract(s) will be awarded to the Respondent(s) whose Proposal adheres to the conditions set forth in the RFP, and in the sole judgment of UofA, best meets the overall goals and financial objectives of UofA. A resultant Contract will not be assignable without prior written consent of both parties.

**9.20 Confidentiality and Publicity**

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any trustee, official, employee or agent of UofA. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of UofA.

News release(s) by a Respondent pertaining to this RFP or any portion of the project shall not be made without prior written approval of the UofA Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Respondent’s bid. The UofA Purchasing Official will not initiate any publicity relating to this procurement action before the Contract award is completed.

Employees of the Contractor may have access to records and information about UofA processes, employees, including proprietary information, trade secrets, and intellectual property to which UofA holds rights. Contractor agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without written authorization from an authorized official of UofA.

**9.21 Respondent Presentations**

UofA reserves the right to, but is not obligated to, request and require that final contenders determined by

the Evaluation Committee provide a formal presentation of their Proposal at a date and time to be

determined by the Evaluation Committee. Respondents are required to participate in such a request if the

UofA chooses to engage in such an opportunity.

**9.22 Excused Performance**

Notwithstanding any other provisions in this RFP or any resultant Contract,in the event that the performance of any terms or provisions of this RFP or any resultant Contract shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as “Excused Performance”), the party so interfered with may at its option suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

**9.23 Funding Out Clause**

If, in the sole discretion of UofA, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UofA will not be obligated to pay any further charges for services, beyond the end of the then current period. Contractor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UofA to terminate any Contract awarded in order to acquire similar service from a third party.

**9.24 Indicia**

The Respondents and the Contractor acknowledge and agree that UofA owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, facilities images, uniforms, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to UofA that are adopted and used or approved for use by UofA (collectively the “Indicia”) and that each of the Indicia is valid. Neither any Respondent nor Contractor shall have any right to use any of the Indicia, derivative, or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of an authorized representative of UofA. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to UofA or its Board of Trustees without compensation.

**9.25 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of UofA and that interpretation shall be final.

**9.26 Time is of the Essence**

Respondent and UofA agree that time is of the essence in all respects concerning this RFP and any Contract and performance therein.

**9.27 Formation of the Contract**

At its option, UofA may take either one of the following actions in order to create a Contract between the UofA and the selected Respondent:

**A.** Accept a Proposal as written by issuing a written notice to the selected Respondent, which refers to the Request for Proposal and accept the Proposal submitted in response to it.

**B.** Enter negotiations with one or more Respondents in an effort to reach a mutually satisfactory written agreement, which will be executed by all parties and will be based upon this Request for Proposal, the Proposal submitted by one or more Respondents and any negotiations concerning these documents.

Because UofA may use alternative (A) above, each Respondent shall accept the contents of this RFP which will be incorporated into any final Contract documents and will include standard UofA terms and conditions.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent’s Proposals and Arkansas State law.

Notwithstanding any terms or conditions to the contrary, nothing within the Contractor’s proposal shall constitute a waiver of any immunities to suit legally available to UofA, its trustees, officers, employees or agents, including, but not limited state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.

**NOTE:** The successful bidder may be required to enter into a Professional Services or Technical/General Services Contract that will require approval prior to any work conducted. See the following link for reference: <http://procurement.uark.edu/_resources/documents/TGSForm.pdf>. (Additional processing time must be allotted if subsequent contract is subject to this requirement).

**9.28 Permits/Licenses and Compliance**

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to UofA.

**9.29 Web Site Accessibility**

Respondent represents that web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines (“WCAG”) Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from UofA.

**9.30 Prohibition Against Boycotting Israel**

In accordance with Ark. Code Ann. § 25-1-503, Respondent hereby certifies to UofA that Respondent: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of any Contract not to engage in any boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Respondent breaches this certification, UofA may immediately terminate any Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**9.31** **Campus Restrictions**

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of UofA. Respondents further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of UofA, except to the extent expressly permitted by UofA policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Respondent will fully comply with all applicable UofA policies, and federal, state and local laws, ordinances, and regulations.

**9.32 Performance Standards**

Contractor acknowledges that the use of performance-based standards on any resultant Contract by UofA are required pursuant to Arkansas Code Annotated § 19-11-267. Contractor shall provide prompt, responsive, courteous, and high-quality products, services and customer service in the performance of its obligations under this RFP and any resulting Contract with UofA. Contractor shall warrant that the equipment placed on the UofA campus shall be of good quality, safe and suitable for their intended use by customers and properly installed. Contractor acknowledges that all products and services provided to UofA or tailgate customers on the UofA campus are to be of high quality and rendered in a timely and professional manner.  Contractor represents and warrants that it will provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Contractor shall respond to all production, service, maintenance and customer service and support requests by in a polite and timely manner. Further, Contractor recognizes that failure to perform hereunder may cause UofA financial or reputational harm or damages or require it to acquire replacement services on short notice.  Therefore, any failure to provide the agreed upon products or services to UofA or customers at the quality, times or in the manner specified, or for the duration required hereunder shall constitute a breach of any Contract between Contractor and UofA subject to termination.

**9.33 Background Checks**

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for *all* individuals performing any services related to this RFP on the UofA campus, whether on a paid or volunteer basis, in a manner requested by UofA and consistent with procedures established by UofA for its background checks. No person may perform any duties or services for Contractor on the UofA campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UofA. Personnel whose background checks reveal felony convictions of any type are to be either removed from all support activities on the UofA campus or reported to UofA for review and approval in advance of the performance of any on-campus duties.

**9.34 Service Expectations**

Contractor and its officers, employees, agents, volunteers, subcontractors and invitees understand that they are working at an institution of higher learning and are required to conduct themselves in a manner that is commensurate with that environment. Contractor, its officers, employees, agents, volunteers, subcontractors and invitees shall do all things reasonably necessary or required by UofA to maintain the high standard of quality and management for the products and services outlined in this RFP and any resulting Contract. Contractor agrees that it shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Contractor shall not employ any current student-athletes. Contractor shall be responsible for the conduct of its officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of UofA policy, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators, customers and UofA trustees, officials, employees, agents, licensees, contractors, subcontractors, vendors, students, alumni and guests is impermissible, will not be tolerated and could result in their removal from UofA’s campus.

**9.35 No Assignment and Sublicensing**

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UofA as provided by UofA’s Board of Trustee Policy.

**9.36** **PCI DSS Compliance**

Any third-party service provider utilized by the Contactor that engages in electronic commerce on behalf of the UofA or other services contemplated under this RFP or any resulting Contract with UofA, shall protect all card holder data (“CHD”) and sensitive authentication data (“SAD”) in accordance with the Payment Card Industry Data Security Standard (“PCI DSS”), if applicable, or using secure standard financial industry practices, if PCI DSS standards are not applicable. UofA reserves the right at any time to request either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing firm) verifying that the Contactor (and/or any third party service provider utilized by the Contactor) uses secure standard financial industry practices in its financial transactions, and maintains ongoing compliance under PCI DSS standards and/or secure financial industry practices as they change over time. The Contactor will comply with all laws, rules and regulations relating to the access, transfer, storage, processing, collection, use, protection and breach of all CHD and SAD. The Contactor shall not share with the University or grant the University access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by the Contactor or any third party provider utilized by the Contactor related to the purchase, sale, resale, offer to resell, return, credit, or reserving the rights to any services contemplated under the RFP or any resulting Contract with UofA. The Contactor further acknowledges that neither it nor any third-party service provider utilized by the Contactor shall be granted access to UofA’s system in connection with any financial transaction under the Contract, and will not access, transfer, store, process, collect, use or otherwise transmit CHD or SAD using UofA’s systems. The Contactor will provide their Attestation of PCI Compliance and network scans to UofA on an annual basis. The Contactor will give immediate notice to UofA of any actual or suspected unauthorized disclosure of, access to or other breach of the CHD or SAD. The Contactor will indemnify UofA for any third-party claim brought against UofA arising from a breach by the Contactor of the representations or obligations of this section. This section and its indemnity will survive the termination of this RFP and any resulting Contract between Contractor and UofA.

**9.37 NCAA AND SEC**

The Contractor shall at all times comply with all NCAA and SEC rules and regulations, and the rules of any other conference or association to which UofA’s athletic teams may belong. Any resulting Contract may be terminated for any such violations by the Contractor, its official, employees, representatives, agents, subcontractors or guests. This provision applies to those engagements involving the function of athletics and/or athletics activities and affairs.

**10. INSTRUCTION TO RESPONDENTS**

**10.1** Respondents must comply with all articles of the Standard Terms and Conditions documents posted on our Hogbid website as counterpart to the RFP document, and any associated appendices, as well as all articles within the RFP document. UofA is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

**10.2** Respondents must address each section of the RFP. A Word version of the RFP document will be posted on our Hogbid website. Respondents can insert Proposals into the document provided or create their own Proposal document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, Respondents must “acknowledge” each section of our document in their bid Proposal.

In the event that a detailed Proposal is not necessary, the Respondent shall state ACKNOWLEDGED as the response to indicate that the Respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Respondent’s required Proposal should contain sufficient information and detail for UofA to further evaluate the merit of the Respondent’s Proposal. Failure to respond in this format may result in bid disqualification.

**10.3**Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

**10.4** Proposals will be publicly opened in the Purchasing Office, **located at UPTW Room 101, 1001 East Sain St., Fayetteville, AR 72703**, at the date and time as listed on the coversheet of this RFP (bid opening event). All Proposals must be submitted in a sealed envelope with the Proposal number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a Proposal not properly identified.

 **REQUIRED**

 **Respondents must submit one (1) signed original hard copy and two (2) soft copies of their Proposal (i.e. USB Flash drive). USB’s must match hard copy completely.**

USB’s must be labeled with the Respondent’s name and the Bid Number, readable by UofA, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included or a pointer is provided for downloading it from the Internet.

 **Proposals must be received at the following location prior to the time and date specified within the timeline of this RFP:**

**University of Arkansas - Business Services**

 **UPTW Room 101**

 **1001 East Sain Street**

 **Fayetteville, Arkansas 72703**

 **NOTE:** No award will be made at bid opening. Only names of Respondents and a preliminary determination of Proposal responsiveness will be made at this time. If planning to attend a bid opening event, please arrive in the building lobby prior to 2:30pm CST.

 **REQUIRED Additional Redacted Copy**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of UofA and shall be open to public inspection **after** a notice of intent to award is formally announced.

It is the responsibility of the Respondent to identify all proprietary information included in their bid Proposal. **The Respondent shall submit one (1) separate electronic copy of the Proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”).**  The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid Proposal to be considered.  The Respondent is responsible for ensuring the redacted copy on a flash drive is protected against restoration of redacted data.  The redacted copy may be open to public inspection under the Freedom of Information Act (“FOIA”) without further notice to the Respondent **after** a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the respondent is subject to disclosure under FOIA, the Respondent will be contacted prior to release of the information.

 Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above.  **Include the RFP name and number on the outside of each package and/or correspondence** **related to this RFP.** No call-in, emailed, or faxed Proposals will be accepted. The Respondent remains solely responsible for ensuring that its Proposal is received at the time, date, and location specified. UofA assumes no responsibility for any proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Proposals received after the time specified in this RFP will not be considered. **All Proposals received after the specified time will be returned unopened**.

**10.5** For a Proposal to be considered, an official authorized to bind the Respondent to a resultant Contract must include signature in the blank provided on the RFP cover sheet. Failure to sign the Proposal as required will eliminate it from consideration.

**10.6** All official documents, including Proposals and any responses to this RFP, and correspondence shall be included as part of any resultant Contract.

**10.7** The UofA Purchasing Official reserves the right to award a Contract or reject a Proposal for any or all line items of a bid received as a result of this RFP, if it is in the best interest of UofA to do so. Bid Proposals may be rejected for one or more reasons not limited to the following:

* + - * 1. Failure of the Respondent to submit the bid Proposal(s) and bid Proposal copies as required in this RFP on or before the deadline established by UofA.
				2. Failure of the Respondent to respond to a requirement for oral/written clarification, presentation, or demonstration in the Proposal.
				3. Failure to provide the bid security or performance security if required.
				4. Failure to supply Respondent references if required.
				5. Failure to sign an Official Bid Proposal Document.
				6. Failure to complete the Official Bid Price Sheet.
				7. Any wording by the Respondent in their Proposal or any response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent’s Proposals and Arkansas State law.

**10.8** *According to Ark. Code Ann. § 4-27-1501 and OSP Rule R4:19-11-217,* A foreign corporation may not transact business in Arkansas until it obtains a certificate of authority from the Secretary of State.

**10.9** The University may make any decision or take any action that it, in its sole discretion, deems appropriate in order to comply with Act 1020 of 2021, the Transparency in Foreign Investment Act (Ark. Code Ann. § 6-60-1201 *et seq.*).

**11. INDEMNIFICATION AND INSURANCE**

The successful Respondent or Contractor shall indemnify, defend, and hold harmless University, its trustees, officers, directors, employees, agents and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from or relating to:

(a) any breach by Contractor or Contractor’s members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this RFP, any resulting Contract or any document delivered by Contractor in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to illness, paralyzation, dismemberment and death, arising from or relating to any products or services provided by the Contractor or uses of the UofA campus by Contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this RFP or any resulting Contract, or any other activities conducted on the UofA campus (whether such activity is authorized or unauthorized by UofA);

(c) any use of or damage to UofA property and any defect in any building and improvement thereon, including, but not limited to, any damage to any parking lots arising from or relating to any permitted uses under this RFP or any resulting Contract;

(d) any act or omission of Contractor or any of its officers, agents, employees, invitees, or subcontractor’s employees and invitees; and

(e) any violation by Contractor of any applicable NCAA or SEC rules or regulations or state, federal or local laws.

The obligation to indemnify UofA shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages, and liabilities incurred, as well as any attorneys’ fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to UofA, UofA’s in-house counsel may participate in any proceedings. The indemnification obligations under this RFP or any resulting Contract shall survive the expiration or termination of such RFP or resulting Contract.

The successful Respondent or Contractor shall purchase and maintain at Contractor’s expense, the following minimum insurance coverage for the period of any Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to UofA:

* Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than $100,000 each accident, $500,000 disease, and $100,000 disease each employee.
* Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
* Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence.

Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to UofA. Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from Contractor’s operations on UofA’s campus. Contractor shall also be responsible for payment of workers’ compensation insurance for all Contractor’s employees as required by the State of Arkansas.

Contractor shall furnish UofA with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by UofA of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to UofA, its trustees, officials, employees, agents or volunteers. Proof of Insurance must be included in the bid Proposal.

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.

**12.** **BEST AND FINAL OFFER**

UofA reserves the right to request an official “Best and Final Offer” from bid Respondents if it deems such an approach is in the best interest of the institution. In general, the “Best and Final Offer” will consist of an updated cost Proposal in addition to an opportunity for the Respondent to submit clarification response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UofA.

If the UofA chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions. The official request for a “Best and Final Offer” will be issued by the UofA Procurement Department as was instructed for the initial RFP response.

**13. EVALUATION AND SELECTION PROCESS**

It is the intent of the UofA to award a Contract to the Respondent or Respondents deemed to be the most qualified and responsible firm or firms, who submits the best overall Proposal based on an evaluation of all Proposal responses. Selection shall be based on UofA assessment of the Respondent’s ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. UofA reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to UofA.

Potential for Multiple Contract Awards

The University understands that if taken as a whole, this is a very large body of work. As such, the UofA expects that there likely will be more than one award to multiple contractors for the landscape and grounds maintenance services. However, it is also to the UofA’s benefit to leverage the volume of work to the most competitive Respondent under the RFP.

ALL RESPONDENTS **MUST** SUBMIT THE **UNIT PRICE WORK PRICING** ON THE OFFICIAL BID SHEET CORRESPNDING TO THE SPEIFIC TASKS NOTED FOR ANY LINE ITEM WHERE A **LUMP SUM PRICE** IS SUBMITTED.

RESPONDENTS MAY ELECT TO COMPLETE SOME OR ALL OF THE LUMP SUM WORK PRICING DEPENDING ON THIER CAPABILITIES, CAPACITIES, AND ABILTIY TO MEET THE REQIREMENTS OF THE RFP.

Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UofA (for whatever reasons), UofA may reconsider the Proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other Respondents. Proposals shall remain valid and current for the period of sixty (60) days after the due date and time for submission of Proposals. Each Proposal will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

1. **Complete/Thorough Proposal (15 Points)**

Respondent with the highest rating shall receive fifteen (15) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Understanding of the nature of the project
* Adherence to University Requirements.
* The Respondent’s compliance with all requirements of the RFP specifications.
* Detailed proof of all requested qualifications and specified services.
* Project timeline (capacity to complete the project within realistic timeframe).
* Respondent Presentations
1. **Respondent Qualification (30 Points)**

Respondent with highest rating shall receive thirty (30) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* + Profile of organization (Respondent Overview)
	+ Number of years in business
	+ Description of similar engagements
	+ Higher Education References
	+ Meeting the stated reference requirement
1. **Execution Plan (15 Points)**

Respondent with highest rating shall receive fifteen (15) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* + Discuss strategy of execution
	+ Discuss schedule of execution if bidding on multiple line items
	+ Discuss major equipment used, and its advantage for the work
	+ Discuss back up planning if there is a loss of equipment or labor to continue services
1. **Cost (40 Points)**

Points shall be assigned for the cost of the specific categories of services, which comprise the overall system, including annual maintenance cost, as follows:

* Cost points will be assigned on the specific component basis as reflected on the Official Price Sheet, for comparison and evaluation purposes.
* The bid with the lowest estimated cost of the overall system will receive the maximum points possible for this section.
* Remaining bids will receive points in accordance with the following formula:

 **(a/b)(c) = d**

 a = lowest cost bid in dollars

 b = second (third, fourth, etc.) lowest cost bid

 c = maximum points for Cost category (30)

 d = number of points allocated to bid

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the Respondent.

**14. PERFORMANCE BASED CONTRACTING STANDARDS**

|  |  |  |
| --- | --- | --- |
| **Service Criteria** | **Acceptable Performance**  | **Compensation / Damages / Consequences** |
| Adherence to University Requirements | Reference standard terms, conditions and all articles of RFP | **Termination of Contract: Reference** Sections 6, 9 and 10 of RFP, and the separate Purchase Order Terms and Conditions. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas, Fayetteville. |
| Scope of Services  | Reference Section 2 of RFP: Scope of Work | **Termination of Contract: Reference** Section 2 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas, Fayetteville. |
| Respondent Reference Responses and Company Information | Reference Sections 7 & 8 of RFP: Contractor References & Business Overview, Contactor Requirements | **Termination of Contract: Reference** Sections 7 & 8 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas, Fayetteville. |

QUALITY ASSURANCE AND PERFORMANCE-BASED CRITERIA

During the term of the Agreement, Contractor is required to participate in a quality auditing system. A quality system score of 85% is consistent with the APPA Level 2 standard and will be used to measure compliance. Quality assurance activities, such as those associated with participation in a performance- based program, are considered to be an integral part of the contractor-client relationship. It is not anticipated that participation in the quality auditing system will require any additional management resources on the part of the Contractor. The performance of the Contractor shall be evaluated and managed in the manner described below:

**Monthly Inspections**

During the term of this agreement, Contractor and University’s designated Landscape Program Manager shall jointly conduct monthly quality audits. For the purpose of measuring contractor performance, each site and area of work must be inspected and tracked in a Quality Summary Report each month – University’s designated Landscape Program Manager shall have primary responsibility for auditing scheduling. Failure to reach the minimum score (85%) in the APPA Level 2 Areas shall be considered non-compliance. After giving the Contractor the opportunity to correct any deficiencies, if there are two consecutive months of non-compliance, an amount equal to 1.5% of the second month’s invoice value shall be deducted from the invoice per specific line item or area that is found to be individually non-compliant for two months. This percent deduction shall be continued for additional consecutive months of non-compliance. Nothing herein shall prejudice UofA’s rights of termination under the Contract or ability of UofA to pursue other remedies where appropriate.

Designated management representatives for each customer group may also conduct additional random inspections during the regular monthly inspection activities. Their participation will be scheduled and coordinated by the University’s designated Landscape Program Manager. These results will be included with the monthly report to determine contract compliance.

**Maintaining the Required Quality Success Percentages**

During the term of this agreement, the Contractor is required to maintain a Quality Success Percentage (QSP) of 85% in the APPA Level 2 Areas. A QSP score shall be defined as the score that results from dividing the total acceptable items (i.e. items that meet the appearance criteria as stated in Specifications) into the total number of items inspected. For example, if an auditor inspects 1,000 items and 850 of those items are deemed to be acceptable, then the resulting QSP is 85%.

**Quality Improvement Plan**

The Contractor shall provide a Quality Improvement Plan within one week following each audit, regardless of the QSP attained.

Non-Performance

Non-performance is defined as:

1. Failure to obtain the defined minimum QSP score
2. Failure to conduct the required monthly audit

Failure to obtain the defined minimum QSP Score

A 1.5% invoice deduction shall apply to the individual centers or facilities which failed to obtain the required minimum QSP for two consecutive months. Repeated failure to achieve the required area appropriate QSP may result in termination.

Failure to conduct the required monthly audit

UofA Director of Facilities Management has the primary responsibility to schedule and coordinate, with Contractor management, a monthly audit. Failure to conduct the required monthly quality audit will be deemed as the equivalent of failing to meet the prescribed QSP score, resulting in a 1.5% invoice deduction.

**Emergency Response Consideration**

UofA understands that the Contractor, at times, is required to reassign staff to respond to an emergency. In these cases, the area that had the reduced available staffing shall not be inspected for 5 business days in order to give the Contractor a chance to catch up on the servicing of that area.

**Team Approach**

UofA views its relationship with the Contractor as a team relationship. Therefore, the Contactor will be invited to accompany the University's designated Landscape Program Manager during any quality inspection.

**Problem Resolution**

Contractor shall remedy any unsatisfactorily performed or missed service(s) that have occurred. Where performance of a task(s) has been deemed by University’s designated Landscape Program Manager to have been performed unsatisfactorily, or missed, Contractor shall perform such task(s) to a satisfactory completion within twenty- four (24) hours of notice, at no additional charge to UofA. Work that is corrected to be satisfactory will not be counted against the Contractor’s QSP score.

**15. APPENDICES AND ATTACHMENTS**

The following is the list of Appendices and Attachments:

**APPENDICES**

1. Lump Sum Bid Price Sheet 4 Pages
2. Unit Price Work Bid Sheet 4 Pages
3. APPA Grounds Care Standards 2 Pages
4. Excel Pricing Workbook Hard Copy
5. Lump Sum Bid Form 3 pages
6. Unit Price Bid Form 3 pages
7. Lump Sum Scope 8 pages
8. Task List 2 pages
9. Property List 4 pages

**ATTACHMENTS**

1. Grounds Maintenance ZONE MAP
2. UA Parking and Transit PARKING MAP
3. List of Digital Files
	1. Grounds Maintenance ZONE MAP
	2. UA Parking and Transit PARKING MAP
	3. Excel Workbook: Pricing Sheet Matrix 04242023
	4. Landscape Plans – various buildings & sites