



Request for Proposal (RFP)
RFP No. 681360
University Housing Cleaning Support

PROPOSAL RELEASE DATE: 22 June, 2018

PROPOSAL DUE DATE: 31 July, 2018

PROPOSAL DUE TIME: 2:30 PM CST

**SUBMIT ALL PROPOSALS TO: University of Arkansas
Business Services
Administration Bldg, Rm 321
1125 W Maple St
Fayetteville, AR 72701**

Signature Required For Response

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.

Vendor Name:	
Mailing Address:	
City, State, Zip:	
Telephone:	
Email:	

Authorized Signature: _____

Date: _____

Typed/Printed Name of Signor: _____

Title: _____

1. DESCRIPTION AND OVERVIEW OF RFP

A. Project Overview

This Request for Proposal (RFP) solicits Proposals to provide custodial services for University Housing to include service for approximately 138,250 gross square feet of managed Greek properties, common areas of Duncan Avenue Apartments, Pomfret Hall, Gladson Ripley Hall, Buchanan Droke Hall and Walton Hall and weekend services at Reid, Hotz, Humphreys, Yocum and Pomfret Residence Halls at the University of Arkansas, Fayetteville, Arkansas campus. The objective of contracting the services described in this RFP is to implement a performance-based cleaning program which yields quality levels generally consistent with the APPA Level 2 standard of Custodial service for the above mentioned properties only (see Exhibit A). University Housing requires a clean, safe, and healthy environment for residents and staff within its facilities. The scope of the services required is detailed in the RFP document and related exhibits. Within this RFP, University Housing challenges proposers to carefully, study and research the unique aspects of campus life and submit unique proposals that demonstrate the ability to operate in a performance-based environment and to maintain quality levels generally consistent with APPA Level 2.

B. Background Information

This RFP includes six managed Greek properties on the Fayetteville, University of Arkansas campus listed in Exhibit B. The buildings encompass more than 138,250 gross square feet. Included in this RFP is the common space areas of our Duncan Apartments main office comprised of 2,130 gross square feet. A negotiable option for consideration is the opportunity to offer housekeeping services to residents within our Duncan Apartments under independent agreements with occupants. Included in this RFP is Pomfret Hall encompassing 183,209 gross square feet, but excludes the dining facility. Included in this RFP is Walton Hall encompassing 85,336 gross square feet. Included in this RFP is Gladson Ripley Hall encompassing 21,163 gross square feet. Included in this RFP is Buchanan Droke Hall encompassing 21,178 gross square feet. Also, included in this RFP is weekend basic/cosmetic only custodial services for our main residence hall towers including Reid, Hotz, Humphreys, Yocum and Pomfret Halls. It is the intent of University Housing through this request for Proposal and contract conditions contained herein, to establish to the greatest extent possible, complete clarity regarding the requirements of both parties to the Agreement resulting from the request for Proposal. Only 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. All Proposals must be for labor and labor-related costs, supervision, **management**, overhead, supplies, equipment, consumables and all other costs associated with delivery of the service. Proposals for services that deviate from these specifications may be considered invalid. The scope of this RFP also includes occasional cleanout of rooms following a move out of students due to cancelation of contract or more frequent move out at end of each semester.

Types of Floor Coverings for Contracted Buildings

Ceramic Tile
Concrete
Carpet
Terrazzo
Vinyl Composition Tile

Additional Details

Exhibit A: APPA Level Cleaning Standards

Exhibit B: Building / Facility List includes the list of included buildings, indicating each building's overall gross square footage, location and frequency information.

Exhibit C: Campus Map includes a map of the Fayetteville campus.

2. SCOPE OF WORK

This Standard (Base) Cleaning Specification has been designed to standardize and optimize the cleaning program across the various types of University Housing managed properties. This specification includes best-practices to ensure a quality level consistent with APPA Level 2 for University Housing managed properties. The specification has also been developed to provide a healthy and safe environment for the people who reside, visit or work in these buildings. Interior cleaning of managed Greek facilities within the scope of this RFP includes cleaning of floors, walls, stairs, doors, ceilings, baseboards, vents, dusting of furniture, wall hangings shelves, display cases, light fixtures, cleaning of common use bathrooms, common areas for study and leisure as well as interior windows and glass. Exterior cleaning includes removal of trash and debris from exterior doors, porches, patios, walkways and stairs. For move outs, student room cleaning includes wipe down of all furniture, mattresses, polishing of furniture, removal of debris and wipe down of all drawers and cabinets, removal of items adhered to surfaces such as gum and stickers, removal and inspections of interior of all drawers for lodged items. Cleaning of walls, and floors and ceilings where needed.

TASKS – ADDITIONAL INFORMATION/REQUIREMENTS

Floor-Care Tasks:

- F1 – Dust Mop or Sweep – Move furniture and walk-off matting to ensure no accumulation of debris, dust or soil.
- F2 – Spot Mop – Respond immediately to spills and always use wet floor signage until floor is dry.
- F3 – Damp Mop or Auto-scrub – Damp mop when the area is congested and use wide-area technology for large, open areas.
- F4 – Damp Mop using a germicidal Disinfectant
- F5 – Machine Scrub, Germicidal – Floor scrubbing, with an approved germicidal, using a rotary (swing) machine with a pad or brush.
- F6 – Treat Floor Drains - After pouring solution into the drain, the top of the drain and area surrounding it shall be wiped dry to remove any spots.
- F7 – Burnish Finished Hard Surfaces - High-speed burnisher is defined as (1500 to 2500 RPM). Upon completion, dust mop floor and wipe baseboards and low wall areas to remove dust which may have been dislodged during burnishing.
- F8 – Deep Scrub and Recoat – Deep Scrub to remove two to three coats of finish. Recoat floors with new finish to provide a clean, high-gloss appearance.
- F9 – Strip and Refinish - Complete removal of all floor finish, sealer, buildup and scuffs. Recoat floors with new finish to provide a clean, high-gloss appearance.
- F10 – Spot Clean Carpet – Special care to be taken to ensure that the spot cleaning solution or methods do not damage the carpet.
- F11 – Full Vacuum Matting – Some matting may require occasional "hosing down" outside to remove soil and debris. All entrance mats shall be lifted to remove soil and moisture underneath and shall then be returned to their normal location.
- F12 – Traffic Vacuum – Upon completion of traffic vacuuming, there shall be no visible debris or soil.
- F13 – Full Vacuum - Full vacuuming includes the removal of all corner and edge dust and buildup.
- F14 – Interim Carpet Care – Includes all interim carpet cleaning techniques approved for the carpeting being serviced.
- F15 – Hot-Water Extract – Includes all restorative carpet cleaning techniques approved for the carpets being serviced. Upon completion, use enhanced carpet drying methods whenever possible and allow for sufficient drying time.
- F16 – Polish Marble and Terrazzo – Includes all polishing methods resulting in a clean, uniform, high-gloss appearance. Floor repair and honing not included.
- F17 – Remove Exterior Debris – Includes all foreign matter in courtyards and at least (15) feet of the building perimeter on a daily basis. The Contractor is responsible for servicing all outdoor trash receptacles at least fifteen (15) feet of a building entrance, to include sidewalks, exterior stairs, and landings.
- F18 – Power Wash Hard Surfaces – Exterior areas include sidewalks, exterior stairs, and landings at least 15 feet from the buildings - to remove soil, buildup and debris as needed. Pressure washing will be performed with high-pressure equipment and includes the removal of soil, buildup, gum and debris. Any person required to operate or maintain pressure water-jetting equipment shall have been trained and have demonstrated the ability and knowledge to do so in accordance with the original equipment manufacturer's instructions, specifications, and training programs.

General Cleaning Tasks:

- G1 – Clean Marker Boards – Includes the removal of dust from trays.
- G2 – Dust and Spot Clean – Includes horizontal and vertical surfaces up to shoulder height.
- G3 – High Dust – Includes horizontal and vertical surfaces above shoulder level up to 9'0." Bulb changing not included.
- G4 – Low Dust – Includes horizontal and vertical below-the knee surfaces.
- G5 – Damp Wipe and Disinfect – Using an germicidal disinfectant.
- G6 – Damp Wipe and Disinfect Partitions and Doors – Using a cleaner, then an approved germicidal; generally applicable to restroom and locker areas.
- G7 – Spot Clean Glass and Frames – For the removal of spots and streaks.
- G8 – Full Clean Glass and Frames – Generally completed on a cycle schedule
- G9 - Full clean Mirrors and Frames – Generally complete on a cycle schedule
- G10 –Perimeter Glass, Spot Clean Only to 9'0" – Spot clean readily observable spots over 6 " in diameter.
- G11 – Clean and Disinfect Fountains - Includes entire drinking fountain, including all sides, vents, and surrounding wall surfaces.

- G12 – Clean and Polish Stainless Steel - Abrasive cleaners, pads, or brushes are not permitted as they may damage surfaces.
- G13 – Empty Trays – Includes standing water in water coolers catch basins.
- G14 - Clean Appliance Exteriors – May require adherence to individual building policies.
- G15 – Vacuum Upholstered Furniture – Includes the use of a crevice tool if necessary to remove dust from crevices. Also, includes damp wiping of non-upholstered surfaces to include furniture legs.

Trash and Recycle and Dispenser-Related Tasks:

- T1 –Trash and Recycle Management - Items specifically marked "trash" must also be removed. Recycling bins must be monitored on a daily basis by the Custodial staff and must be serviced as needed. See University Housing’s Recycling Program Appendix II for more detail.
- T2 – Clean and Disinfect Receptacles – May require pressure washing or agitation with a brush or cloth to remove soil and prevent malodor.
- T3 – Restock Supplies and Dispensers - After refilling, the dispensers shall be ready for use and checked so that paper rolls easily. Any defective dispenser shall be reported to the Coordinator or call a work order in to Housing Service Center (FIX IT) 479-575-7005. No extra rolls of paper towels shall be left in the rest rooms. Two extra rolls of toilet tissue shall be left in the rest rooms.

DEFICIENCIES - DEFINITIONS

- Buildup:** Any accumulation of soil, alkaline deposits, cleaning agents or floor finish, necessitating interim or restorative cleaning procedures.
- Cobweb:** Any spider web or web-like structure containing dust or other organic material.
- Debris:** Any litter, garbage, rubbish, rubble, loose food, leaves, paper, cigarette butts, trash or waste.
- Disorganized:** Messy, not arranged in an orderly manner
- Dull:** Lacking a shine, gloss or luster
- Dust:** Any loose extra-fine particles of dust, dirt, chalk or sand
- Filled, Over:** Accumulation beyond acceptable levels
- Filled, Under:** Depletion beyond acceptable levels
- Fingerprints:** Recognizable human fingerprints
- Graffiti:** Unauthorized drawing, writing or defacement on a public surface
- Gum:** A variety of chewy or sticky substances including chewing gum, licorice or candy
- Malodor:** Odor identified as unpleasant Non-Operational: Not currently operating as intended
- Scuff:** Removable nicks, scuffs, black marks and heel marks
- Soil:** Any removable dirt, film, grime, mud, grease, oil, food, sand, smears, and smudges
- Spot:** Any localized or singularly occurring removable spill, dirt, grime, mud, grease, oil, food, liquid, water spots, splashes, smears and smudges
- Streak:** Observable striation caused by a cleaning procedure

A. Quality Assurance and Performance-Based Criteria

During the term of the Agreement, Contractor is required to participate in a quality 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 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 Housing shall jointly conduct monthly quality audits. For the purposes of measuring contractor performance, each building must be inspected and tracked in a Quality Summary Report each month – A University Housing Coordinator 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. Two consecutive months of non-compliance shall result in a 1.5% penalty of the second month’s invoice value for the individual buildings that are non-compliant for two months. The penalty shall be continued for additional consecutive months of non-compliance. The Joint Audit Team will also conduct additional random inspections during the regular monthly inspection activities to be scheduled and coordinated by the University Housing Coordinator. 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 (free of dust, debris, spots, etc.), 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.

Penalty for 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% penalty 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

The University Housing Coordinator 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. A 1.5% penalty will apply.

Emergency Response Consideration

University Housing understands that the Contractor, at times, is required to reassign staff to respond to an emergency. In these cases, the facility that had the reduced available staffing shall not be inspected for two days in order to give the Contractor a chance to catch up on the cleaning of that facility.

B. Team Approach

University Housing views its relationship with the Contractor as a team relationship. Therefore, the Contractor shall be invited to accompany University Housing Coordinator during any quality inspection.

C. 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 Housing's management team 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 University Housing.

D. Account Management

University Housing reserves the right to ask for team member changes at any time. Prior to award, University Housing reserves the right to ask the Contractor for its proposed Supervisory Staff (names, résumés, references, etc.). Contractor shall put in place an Account Manager that will have the responsibility to manage the University Housing account at all buildings within the scope of this RFP. This Account Manager shall be responsible for the assignments designated below:

- Is available 24 hours, 7 days a week (as appropriate)
- Responds to emergencies within one hour
- Has ultimate overall responsibility for all activities within the University Housing account
- Functions as the primary contact with the University Housing Assistant Director Building Services and other key personnel

as identified

• Institutes escalation procedures necessary to meet the service and quality requirements outside the standard terms of the contract

• Visits University Housing buildings as appropriate
• Coordinates University Housing's requirements within the Contractor's organization consistent with University Housing's needs and quality expectations

• Updates the University Housing Administrator with potential changes in products, services and enhancements to the current program

- Provides University Housing Coordinator information on resources, educational opportunities and industry trends
- Coordinates and acknowledges all activities
- Acts as a key interface with University Housing designee(s)
- Coordinates and tracks all activities ensuring compliance to agreed upon schedules, requirements and quality expectations
- Coordinates all corrective activity
- Responds to calls within 10 minutes
- Makes sure each crewmember understands his or her daily assignment, placing special emphasis on the cleaning specification, complaints and assignments

specification, complaints and assignments

- Performs quality control audits, including formal monthly building inspections tied into the performance criteria
- Acts as a key quality control interface with University Housing designee(s) and Contractor

E. Reporting

The Contractor must provide various management reports to University Housing. The reports specified below represent the minimum reporting requirements. All reports shall be submitted to the University Housing Coordinator.

Daily

• Communicate all events and issues to University Housing Coordinator and other designated University Housing personnel, including: attendance, injuries, damages (i.e.: missing items/furniture, broken furniture, torn carpets, stair treads, etc.), security, building intruders, etc. The employees of the Contractor shall be responsible to immediately notify UAPD office 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 University Housing with:

- o Status of the Contractor's major cleaning activities and projects
- o Cost saving and process enhancement opportunities
- o Industry trends and outlook

F. Contractor Personnel and Related Requirements

The names and addresses of all contract employees shall be provided to the Contract Administrator prior to the start of work and immediately if changes in staffing occur. The personnel employed by the Contractor shall be capable employees, trained, per section I; and background-checked. All Contractor employees shall undergo a pre-employment drug screening paid for by the Contractor prior to being allowed to start work and qualified in custodial and related work. All Contractor employees shall undergo a security check paid for by the Contractor prior to being allowed to start work. The minimum level of security check shall consist of the following:

1. E-Verify. (Social Security Number (SSN) trace report on a national scale verifying full name and/or alias and current and previous addresses).
2. Criminal history search for felony and misdemeanor records conducted on a county-by-county basis using the full name (and maiden name/aliases as applicable), date of birth, and social security number. The search shall be conducted in the employee's current county of residence and prior counties with a history of residence, education, or as revealed by the SSN trace.
3. Sex offender registry check.
4. Substance Abuse Testing: 5 panel drug screening.

The Contractor shall submit a report to the University Housing Coordinator that security checks returned no information on criminal history. If the Contractor wishes to use an employee on this contract that has a history of criminal activity, the University Housing Assistant Director Building Services must approve the use of that employee. University Housing can supply the name of the firm currently doing this security check work for the University; however, the Contractor is free to use any firm desired. All personnel will receive close and continuing first-line supervision by the Contractor.

Contractor employees must wear identifiable uniforms while on duty or on campus. Contractor employees must also wear proper Personal Protective Equipment (PPE) at all times where required. Contractor shall supply all uniforms, badges and PPE. University-provided keys/fobs used by Contractor in conjunction with its duties shall be kept secure at all times by the Contractor. If keys are misplaced or lost by Contractor personnel, Contractor shall incur full cost to rekey building/buildings. Personnel will be expected to deal with University Housing employees in a friendly and courteous manner. Contractor personnel will not engage in inappropriate conduct such as (but not limited to) borrowing money from University Housing employees, using available telephones for personal calls, arguing over controversial subjects, conducting outside business at University Housing locations, using University Housing equipment or supplies for personal reasons or to satisfy the requirements of this contract, or taking University Housing materials, equipment or supplies, including those belonging to employees, for any reason. Employees will not accept gifts or gratuities from anyone for any reason.

University Housing has the right to remove any personnel from our location at its sole judgment.

G. Training

Contractor shall ensure that staff has received appropriate training for all services described herein. Evidence of training must be provided upon request of University Housing. Contractor shall provide all training at no additional cost to University Housing. Contractor shall provide evidence of initial training, as well as refresher training, at the discretion of University Housing.

H. Paper Products / Consumables / Trash Liners

University Housing is purchasing all paper products, consumables and trash liners. The paper products, consumables and trash liners include, but not necessarily be limited to:

- White folding towels
- Roll Towels
- Toilet tissue
- Hand soap
- Trash liners

I. Chemicals

The Contractor shall be responsible for providing all cleaning chemicals and supplies, to be included in the overall fixed price. Contractor will comply with all OSHA requirements and maintain the appropriate Material Safety Data Sheets (MSDS) wherever it stores chemicals at each University Housing building. The Contractor will also provide the University Housing Coordinator a composite manual on all MSDS. The MSDS must be kept current. Upon request, the Contractor shall submit a written list of all supplies with attached MSDS intended for use in the buildings. All chemicals and supplies brought on-site by Contractor must be properly labeled and stored according to OSHA regulations. The Contractor shall work with University Housing on an ongoing basis to discuss and test new cleaning supplies, methods, processes and consumables to develop program improvements.

J. Equipment

Contractor shall be responsible for providing and maintaining all equipment and related items for provision of services within University Housing facilities under this contract. Equipment is to be well maintained and checked periodically for safety hazards. All equipment is to be stored out-of-sight in the appropriate designated and locked area(s) when Contractor's personnel have completed their task. Contractor will be responsible for any repairs as a result of misuse or negligence. Gas powered equipment may not be stored inside any building. University Housing reserves the right to require specific equipment to be utilized to preserve building finishes.

K. Security

Contractor shall perform its standard employment screening at no cost to University Housing (including criminal background investigation). Contractor shall perform a criminal background investigation on any of its personnel who performs services for University Housing prior to beginning an assignment at University Housing, and shall certify to University Housing that no such personnel has any criminal background that would render such personnel not bondable as an employee according to customary bond underwriting criteria. University Housing reserves the right to review these records. Contractor will be responsible for turning off all lights and securing all prescribed interior doors and exterior entrances upon completion of work assignments. When notified by University Housing of an act of theft or dishonesty by Contractor personnel, and such act is not reasonably in dispute, Contractor shall immediately reimburse University Housing for the amount of University Housing'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 University Housing that are deemed by University Housing to be unsatisfactory for any reason. Contractor shall maintain a disaster recovery and pandemic response service plan to ensure safety, business continuity and minimum disruption to University Housing. Contractor represents and warrants that all Contractor employees designated to perform services at University Housing locations are either citizens or legally eligible to work in the United States. Contractor also represents and warrants that it has and will comply with all applicable immigration laws and regulations relative to those employees.

L. Language Requirements

All Supervisors must be able to speak, read and write fluent English.

M. University Housing Hours of Operation and Academic Calendar:

Residential buildings are used 24-hours a day. Administrative buildings are used during day shift: Currently, custodial work is conducted across a single shift: Day Shift: 7:00 a.m. – 3:30 p.m. with 30-minute lunch. With this contract, University Housing also seeks weekend coverage for general policing of common bathrooms, pulling of trash in receptacles and tower chutes within our tower residence halls (Reid, Hotz, Pomfret, Yocum and Humphreys). Weekend Shift: work should not start earlier than 9:00 a.m. nor continue past 4:00 p.m. Weekend services for towers will commence first Saturday following class start in August and final services to be provided the Saturday before Dead Day in May each academic year. Contractor will provide move out cleaning of all Duncan Apartments and Greek Houses when vacated at end of each academic year in May to prepare rooms in support of summer conference activities. Cleaning services for Duncan Apartments and Greek Houses will commence the first Monday before classes start each August.

Academic Calendar: University Housing 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 16,000) take advantage of summer programs as well. Visit the University Housing website to view the academic calendar details and dates. Of particular note, during the

N. Work Rules

Employees of Contractor shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephone, radio or television sets, or tamper with other personal or university property.

Additionally, the Contractor shall require employees to adhere to the following work rules:

- Turn off lights upon completion of cleaning operations
- Do not read or remove any materials left on desks, file cabinets, etc.
- Do not remove anything from the building which is personal or University property
- Do not use telephones or computers for personal calls
- Do not open drawers, doors, etc. of office furniture
- Do not consume alcoholic beverages or other drugs on the job or report to work under the influence of alcohol or drugs
- Do not operate or tamper with any office machines or equipment
- Comply with University of Arkansas' Smoke-free Policy
- Wear proper attire
- Security check doors and windows
- Do not enter any off-limit areas

O. Vehicles

Contractor will abide by the University's Transit and Parking policies and guidelines ensuring vehicles are appropriately decal/permited for parking on the Fayetteville campus. Contractor shall park only at locations designated by their approved decal/permit. Contractor is responsible for purchase of permits and charges for any violations.

P. Communication

Contractor shall maintain communications contact with staff and with the University Housing Coordinator.

Q. Adding or Deducting Buildings to and from the Contract

Contractor shall include a price per square foot for space that is added or removed from the Agreement. This price per square foot for added/removed space shall be all-inclusive of related costs. At the sole discretion of University Housing, additional buildings (new or existing) may be added to the scope of this agreement or deducted from contract. When new buildings are added to the contract, or buildings are deducted from the contract, the Contractor shall be required to submit a formal proposal that specifies the proposed staffing levels and cost. The proposed staffing levels MUST be consistent with the staffing levels proposed for this original base contract (in terms of square feet per FTE for similar buildings). The Contractor will be given at least 14 calendar days advance notice before the area requirements or high visibility cleaner requirements of this agreement are increased.

R. Mat Cleaning

Interior and exterior matting shall be cleaned as required. Mats requiring replacement shall be brought to the attention of University Housing Coordinator. The Contractor shall not be responsible for the cost of mat replacement.

S. Perimeter Glass

Full cleaning of perimeter glass (both interior and exterior) is not included in this agreement. However, interior spot cleaning is included and the Contractor shall be responsible for the cleaning of all door glass and adjacent entrance glass (inside and out), as well as all other interior glass up to 9'0" (partition glass, etc.).

T. Restorative Floor and Carpet Care

Contractor shall include annual restorative floor (stripping/scrub & recoat) and carpet care (hot-water extraction, shampooing, etc.) in its base pricing.

U. Locking and Unlocking

Contractor is responsible for locking and unlocking doors that are manually keyed. Simply stated most buildings are card reader access, which are generally automatically unlocked during the first shift. Fobs are programmed individually for access. Contractor will coordinate with University Housing for assignment of keys to contractor staff prior to contract start. In accordance with University Housing policy, a \$25 fee will be charged for replacement of any lost or unreturned keys or access fobs.

3. PRICING

General Assumptions

- University Housing will not accept any additional charges other than those indicated in the Contractor's proposal.
- The Contractor's proposal pricing shall take into full account any upcoming changes to the minimum wage or related employee benefits within each contract year. Therefore, Contractor's proposed pricing shall include blended rates for each of the contract year that account for any increases during that year.
- It shall be assumed that the pricing submitted by each Contractor is sufficient to cover all specifications described in this request for Proposal.
- Contractor shall include a price per hour for excessive cleaning required by intentional damages/abuse caused by residents. Contractor must notify University Housing Coordinator prior to initiating excessive cleaning actions to ensure validation and investigation is appropriately documented.

4. COSTS / PRICING

Please provide a description of how the fee structure is set up and how various items are priced, as listed on the Official Bid Price Sheet provided within this RFP document (**see Appendix II**).

Pricing must be valid for 120 days following the bid response due date and time. The University will not be obligated to pay any costs not identified on the Official Price Sheet. The respondent 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 bid.

5. VENDOR REFERENCES

Respondents must provide a minimum of three (3) references, preferably in higher education, (including the organization's name, address, persons to contact, telephone numbers, and email addresses) 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 requested. The University reserves the right to contact any references provided to evaluate the level of performance and customer satisfaction. **See Appendix I for format.**

6. RESPONDENTS 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.

7. PROJECTED TIMETABLE OF ACTIVITIES

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

6/22/18:	RFP released to prospective respondents
7/20/18:	4:00 PM CST - Last date/time UAF will accept questions
7/25/18:	Last date UAF will issue an addendum
7/31/18:	Proposal submission deadline 2:30 PM CST
8/10/18	Vendor Presentations (if necessary)
9/01/18:	Notice of Intent to Award
Upon Award:	Contract Negotiations Begin (upon intent to award)
Upon Contract Approval:	Service to Commence

8. CONTRACT TERM AND TERMINATION

The term ("Term") of this contract will begin upon date of contract award. If mutually agreed upon in writing by the contractor and the University of Arkansas, the term shall be for an initial period of one (1) year, with option to renew on an annual basis for six (6) additional years, for a combined total of seven (7) years (or 84 months). The University of Arkansas may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any biennium period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.

a) If at any time the services become unsatisfactory, the University of Arkansas will give thirty (30) days written notice to the contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the contract shall be cancelled by the University of Arkansas, Office of Business Affairs. Additionally, the agreement may be terminated, without penalty, by the University without cause by giving thirty (30) days written notice of such termination to the seller.

b) Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.

c) In no event shall such termination by the University as provided for under this Section give rise to any liability on the part of the University including, but not limited to, claims of Proposer for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University's sole obligation hereunder is to pay Proposer for services ordered and received prior to the date of termination.

The terms, conditions, representations, and warranties contained in the agreement shall survive the termination of this contract.

9. GENERAL INFORMATION FOR BIDDERS

9.1 Distributing Organization

This Request for Proposal (RFP) is issued by the Office of Business Affairs, University of Arkansas, Fayetteville (UAF). The University Purchasing Official is the sole point of contact during this process.

Bidder Questions and Addenda: Bidder questions concerning all matters of this RFP should be sent via email to:

Ellen Ferguson
Procurement Coordinator
Office of Procurement | University of Arkansas
1125 W Maple St. | 321 Administration Building
Ph 479-575-5314 | Fax 479-575-3128
Email: 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 University of Arkansas bid solicitation website: <http://hogbid/>. During the time between the bid opening and contract award(s), with the exception of bidder questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not the respondent. Specifically, the persons named herein will initiate all contact.

Respondents shall not rely on any other interpretations, changes, or corrections. It is the 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

The Company shall be responsible for the acts of its employees and agents while performing services pursuant to the Agreement. Accordingly, the Company agrees to take all necessary measures to prevent injury and loss to persons or property while on the University premises. The Company shall be responsible for all damages to persons or property on and off campus caused solely or partially by the Company or any of its agents or employees. Company employees shall conduct themselves in a professional manner and shall not use the University's facilities for any activity or operation other than the operation and performance of services as herein stated. The University reserves the right to deny access to any individual. The following conduct is unacceptable for the Company'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. The Company shall require standard criminal background checks on all employees of the Company in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the University campus or reported to the University for review and approval in advance of the performance of any on-campus duties.

9.3 Tobacco Free Campus

Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and Athletic facilities, owned or operated by the University of Arkansas and on and within all vehicles on University property, and on and within all University vehicles at any location.

9.4 Disputes

The successful vendor and the University agree that they will attempt to resolve any disputes in good faith. The vendor and the University agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this contract. The vendor acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission. Under no circumstances does the University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

9.5 Conditions of Contract

The successful bidder 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 this contract which in any manner affect the completion of work. The successful bidder shall indemnify and save harmless the University and all its officers, representatives, agents, and employees 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 successful bidder.

To the extent the successful bidder shall have access to, store or receive student education records, the vendor 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 C.F.R. Part 99. The vendor agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by the University or as required by law. Vendor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, vendor shall return or destroy all student education record information within 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. Instructure 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, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (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, A SUCESSFUL BIDDER 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, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (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 bidder must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially 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.

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 agency response:

A. The State of Arkansas may not contract with another party:

1. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. To indemnify and defend that party for liability and damages. Under Arkansas law the University of Arkansas may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or agents in the performance of this Agreement, the University agrees with the successful party that: (a) it will cooperate with the successful party in the defense of any action or claim brought against the successful party seeking the foregoing damages or relief; (b) it will in good faith cooperate with the successful party should the successful party present any claims of the foregoing nature against University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.
3. Upon default, to pay all sums that become due under a contract.
4. To pay damages, legal expenses, or other costs and expenses of any party.
5. To conduct litigation in a place other than Washington County, Arkansas.
6. To 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 UAF 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.

3. Acknowledge in its contract that contracts become effective when awarded by the University Purchasing Official.

9.7 Reservation

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

9.8 Qualifications of Bidder

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

9.9 Default

In the event that the contractor fails to carry out or comply with any of the Terms and Conditions of the contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days, and in the event the Proposer fails to remedy such failure or default within the ten (10) working day period, the University shall have the right to cancel the contract upon thirty (30) days written notice. The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the University shall not limit any other right or remedy available to the University by law or in equity.

9.10 Non Waiver of Defaults

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

9.11 Independent Parties

Vendor acknowledges that under this contract it is an independent vendor and is not operating in any fashion as the agent of the University. The relationship of the vendor and University 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.

9.12 Governing Law

The parties agree that this contract, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles. Consistent with the foregoing, this contract shall be subject to the Uniform Commercial Code as enacted in Arkansas.

9.13 Proprietary Information

Proprietary information submitted in response to this bid will be processed in accordance with applicable University of Arkansas procurement procedures. All material submitted in response to this bid 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. The 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: Do not attempt to mark the entire proposal as "proprietary". Do not 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. **Cost cannot be considered as proprietary.**

9.14 Disclosure

Disclosure is a condition of this contract and the University of Arkansas 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 the bidder's business, the bidder must state so in writing.

9.15 Proposal Modification

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to the University of Arkansas. Such notice must be received by the University 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 of the Proposal will be accepted at any time after the Proposal due date and time.

9.16 Prime Contractor Responsibility

Single and joint vendor bids and multiple bids by vendors are acceptable. However, the selected bidder(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.

9.17 Period of Firm Proposal

Prices for the proposed services must be kept firm for at least 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 120 days or until written notice to the contrary is received from the Respondent, whichever is longer.

9.18 Warranty

The vendor must:

- A. Define the provisions of any warranty regarding response time for service and support.
- B. Outline the standard or proposed plan of action for correcting problems during any warranty period.
- C. Respondents must itemize any components, services, and labor that are excluded from warranty.

9.19 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 University Purchasing Official, in writing, and the University of Arkansas 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.

9.20 Award Responsibility

The University Purchasing Official will be responsible for award and administration of any resulting contract(s). The University 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 Bidders.

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

9.21 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 employee or agent of the University of Arkansas. 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 the University of Arkansas.

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

Employees of the company awarded the contract may have access to records and information about University processes, employees, including proprietary information, trade secrets, and intellectual property to which the University holds rights. The company agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without proper authority.

9.22 Respondent Presentations

The University of Arkansas 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 University of Arkansas chooses to engage such opportunity.

9.23 Excused Performance

In the event that the performance of any terms or provisions of this Agreement 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.

9.24 Funding Out Clause

If, in the sole discretion of the University, funds are not allocated to continue this Agreement, or any activities related herewith, in any future period, then the University will not be obligated to pay any further charges for services, beyond the end of the then current period. The Company 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 the University to terminate the Agreement in order to acquire similar service from a third party.

9.25 Indicia

The respondents and the Company acknowledges and agrees that the University owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, 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 the University of Arkansas that are adopted and used or approved for use by the University (collectively the "Indicia") and that each of the Indicia is valid. Neither any respondent nor Company shall have any right to use any of the Indicia 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 the University. 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 the University without compensation.

9.26 RFP Interpretation

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

9.27 Time is of the Essence

Vendor and University agree that time is of the essence in all respects concerning this contract and performance herein.

9.28 Formation of the Agreement/Contract

At its option, the University may take either one of the following actions in order to create the agreement between the University and the selected vendor:

- A.** Accept a proposal as written by issuing a written notice to the selected vendor, which refers to the Request for Proposal and accept the proposal submitted in response to it.
- B.** Enter negotiations with one or more firms in an effort to reach a mutually satisfactory written agreement, which will be executed by both parties and will be based upon this Request for Proposal, the proposal submitted by the firm and negotiations concerning these.

Because the University may use alternative (A) above, each Proposer should include in its proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted. The contents of this RFP will be incorporated into the final contract documents, which will include a Standard University agreement.

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 the University, its officers, agents and employees, including, but not limited to the Sovereign Immunity of the State of Arkansas.

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>

9.29 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 Contractor's employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to the University.

10. INSTRUCTION TO BIDDERS

- 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. The University of Arkansas is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Bidders.
- 10.2** Respondents must address each section of the RFP. An interactive version of the RFP document will be posted on our Hogbid website. Bidders can insert responses into the document provided, or create their own response document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, bidders must 'acknowledge' each section of our document in their bid response.

In the event that a detailed response 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. Bidder's required responses should contain sufficient information and detail for the University to further evaluate the merit of the vendor's response. 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, Room 321 Administration Building, The University of Arkansas, Fayetteville, Arkansas, 72701, at 2:30 p.m. CST, on the proposal due date. All responses must be

submitted in a sealed envelope with the response number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a response not properly identified.

Agencies must submit one (1) signed original, three (3) signed copies, and two (2) soft copies of their response (i.e. CD-ROM or USB Flash drive) labeled with the respondent's name and the Bid Number, readable by the University, 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. Responses must be received at the following location prior to the time and date specified within the timeline this RFP:

University of Arkansas
Business Services
Administration Building, Room 321
1125 W. Maple St
Fayetteville, Arkansas 72701

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.

Additional Redacted Copy REQUIRED

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 the University of Arkansas and shall be open to public inspection when the bid solicitation has been awarded and a final contract agreement is complete.

It is the responsibility of the respondent to identify all proprietary information included in their bid proposal response. 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 CD or 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 response to be considered. The respondent is responsible for ensuring the redacted copy on CD/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 once a contract is final. 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 responses will be accepted.** The Respondent remains solely responsible for insuring that its response is received at the time, date, and location specified. The University of Arkansas assumes no responsibility for any response 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. Responses received after the time specified in this RFP will not be considered. **All responses received after the specified time will be returned unopened.**

- 10.5** For a bid 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 response as required will eliminate it from consideration.
- 10.6** All official documents, including responses to this RFP, and correspondence shall be included as part of the resultant contract.
- 10.7** The University Purchasing Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this RFP, if it is in the best interest of the University to do so. Bids may be rejected for one or more reasons not limited to the following:
1. Failure of the vendor to submit the bid(s) and bid copies as required in this RFP on or before the deadline established by the issuing agency.
 2. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.

3. Failure to provide the bid security or performance security if required.
4. Failure to supply vendor references if required.
5. Failure to sign an Official Bid Document.
6. Failure to complete the Official Bid Price Sheet.
7. Any wording by the respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

10.8 If the bidder 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 of the conditions of this RFP, the bidder's responses and Arkansas State law.

11. INDEMNIFICATION AND INSURANCE

The successful bidder shall indemnify and hold harmless the University, its officers and employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract, or the provision of services under the Contract. The successful bidder shall purchase and maintain at bidder's expense, the following minimum insurance coverage for the period of the contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University:

- Workers Compensation: As required by the State of Arkansas.
- 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 the University of Arkansas.

Contractor shall furnish University with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by the University of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Proof of Insurance must be included in bid response.

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

12. COMPANY OVERVIEW

The supplier shall provide a general overview of the company including the following information:

- Foundation date
- Description of core activities
- Major company and distributor locations
- Total number of clients
- Total number of clients in higher education
- Current financial status and revenues – Overview only

13. BEST AND FINAL OFFER

The University of Arkansas reserves the right to request an official "Best and Final Offer" from bid Respondents if it deems such an approach 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 vendor to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original proposal response submitted to the university. If the University of Arkansas 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 University Procurement Department.

14. SPECIFICATIONS / GOALS AND DELIVERABLES

Each proposal should contain the following information at a minimum:

- Provide an overview of the firm's history in the cleaning profession.
- Describe the organization of the firm and the range of services it provides, its underlying philosophy or mission statement and any organizational aspects that uniquely qualify the firm for this assignment.
- List personnel who would be assigned to work with UAF, including name and title. In addition, please provide e-mail and telephone/fax number of the principal contact.
- Describe any relevant service experience with higher education, the public sector, and Arkansas.
- Ensure price sheet is fully completed.

15. EVALUATION AND SELECTION PROCESS

It is the intent of the University to award an Agreement to the respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall proposal based on an evaluation of all responses. Selection shall be based on UAF assessment of the agency's ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. The University of Arkansas 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 the University of Arkansas. Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by UAF (for whatever reasons), UAF 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 90 days after the due date and time for submission of proposals. Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

A. Ability to Provide Full Range of Services as Indicated in the RFP Above (40 Points)

Respondent with the highest rating shall receive forty (40) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Scope of Services Offered
- Respondent Presentations, if needed
- Adherence to University Requirements

B. Vendor Qualification (30 Points)

Agency 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 (company overview)
- Number of years in business
- Description of similar engagements
- Higher Education References

C. Cost (30 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 overall cost 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.

16. SERVICE PERFORMANCE STANDARDS

Service Criteria	Acceptable Performance	Compensation / Damages
Adherence to University Requirements	Reference standard terms, conditions and all articles of RFP	Termination of Contract: Reference section 7 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas, Fayetteville.
Scope of Services	Reference Sections 1 & 2 of RFP: Description, Overview and Scope	Termination of Contract: Reference section 7 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas, Fayetteville.
Specifications, Goals and Deliverables	Reference section 13 of RFP: Specifications/Goals and Deliverables	Termination of Contract: Reference section 7 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas, Fayetteville.

APPENDIX I: Bidder Information/Reference

Bidder must provide the following information as part of this proposal:

1. Respondent Representative
 - Contact Name
 - Telephone
 - Email Address
 - Address

2. References of your current customer(s) as specified in **Section 4** of this RFP document:
 - a. Company/Organization Name:
 - Contact Name
 - Telephone
 - Email Address
 - Address

 - b. Company/Organization Name:
 - Contact Name
 - Telephone
 - Email Address
 - Address

 - c. Company/Organization Name:
 - Contact Name
 - Telephone
 - Email Address
 - Address

APPENDIX II: Official Price Sheet

Reference Section 3-Costs / Pricing for further instruction, and the corresponding Bid Price Sheet provided below. Please complete the Price Sheet as provided and submit within your proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for 120 days following the bid response due date and time.**

The University will not be obligated to pay any costs not identified accordingly. The respondent 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 bid.

ITEM	DESCRIPTION	TOTAL
1	Clean Duncan B Offices Daily M-F	\$
2	Clean Pi Kappa Alpha Daily M-F	\$
3	Clean Phi Gamma Delta Daily M-F	\$
4	Clean Phi Delta Theta Daily M-F	\$
5	Clean Lambda Chi Alpha Daily M-F	\$
6	Clean Sigma Nu Daily M-F	\$
7	Clean Sigma Alpha Epsilon Daily M-F	\$
8	Spot Clean Reid Hall Weekends Only	\$
9	Spot Clean Hotz Hall Weekends Only	\$
10	Spot Clean Humphreys Hall Weekends Only	\$
11	Spot Clean Yocum Hall Weekends Only	\$
12	Spot Clean Pomfret Hall (A/B/C/D) Weekends Only	\$
13	Deep Clean Duncan Apartments (A/B/C/D/E) Move Out Annual	\$
14	Deep Clean Single Duncan Room Move Out Throughout Year	\$
15	Deep Clean Pi Kappa Alpha Move Out	\$
16	Deep Clean Phi Gamma Delta Move Out	\$
17	Deep Clean Lambda Chi Alpha Move Out	\$
18	Deep Clean Sigma Nu Move Out	\$
19	Deep Clean Sigma Alpha Epsilon Move Out	\$
20	Clean Buchanan Droke Hall Daily M-F	\$
21	Deep Clean Buchanan Droke Hall Move Out	\$

14	Deep Clean Single Buchanan Droke Room Move Out Throughout Year	\$
22	Clean Gladson Ripley Hall Daily M-F	\$
23	Deep Clean Gladson Ripley Hall Move Out	\$
14	Deep Clean Single Gladson Ripley Room Move Out Throughout Year	\$
24	Clean Pomfret Hall (A/B/C/D) Daily M-F	\$
25	Deep Clean Pomfret Hall (A/B/C/D) Move Out	\$
14	Deep Clean Single Pomfret Room Move Out Throughout Year	\$
26	Clean Bud Walton Hall Daily M-F	\$
27	Deep Clean Bud Walton Hall Move Out	\$
14	Deep Clean Single Bud Walton Room Move Out Throughout Year	\$
Grand Total		\$
***	Basic Cost/SF to Add Additional Space	\$/SF

EXHIBIT A

APPA CUSTODIAL SERVICE LEVELS

Level 1 - Orderly Spotlessness

Level 1 establishes cleaning at the highest level. It was developed for the corporate suite, the donated building, or the historical focal point. This is show-quality cleaning for that prime facility.

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

Level 2 - Ordinary Tidiness

Level 2 is the base upon which this study is established. This is the level at which cleaning should be maintained. Lower levels for washrooms, changing/locker rooms, and similar type facilities are not acceptable.

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

Level 3 - Casual Inattention

This level reflects the first budget cut, or some other staffing-related problem. It is a lowering of normal expectations. While not totally acceptable, it has yet to reach an unacceptable level of cleanliness.

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

Level 4 - Moderate Dinginess

Level 4 reflects the second budget cut, or some other significant staffing-related problem. Areas are becoming unacceptable. People beginning to accept an environment lacking normal cleanliness. In fact, the facility begins to constantly look like it requires a good “spring cleaning.”

- Floors are swept clean, but are dull. Colors are dingy, and there is an obvious buildup of dust, dirt, and/or floor finish in corners and along walls. Molding is dull and contains streaks and splashes.

• All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks that will be difficult to remove.

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• Less than 5% of lamps are burned out, and fixtures are dingy.

• Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash cans smell sour.

Level 5 - Unkempt Neglect

This is the final and lowest level. The trucking industry would call this “just-in-time cleaning.”

The facility is always dirty, with cleaning accomplished at an unacceptable level.

• Floors and carpets are dirty and have visible wear and/or pitting. Colors are faded and dingy, and there is a conspicuous buildup of dirt, dust, and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.

• All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, as well as damage. It is evident that no maintenance or cleaning is done on these surfaces.

• More than 5% of lamps are burned out, and fixtures are dirty with dust balls and flies.

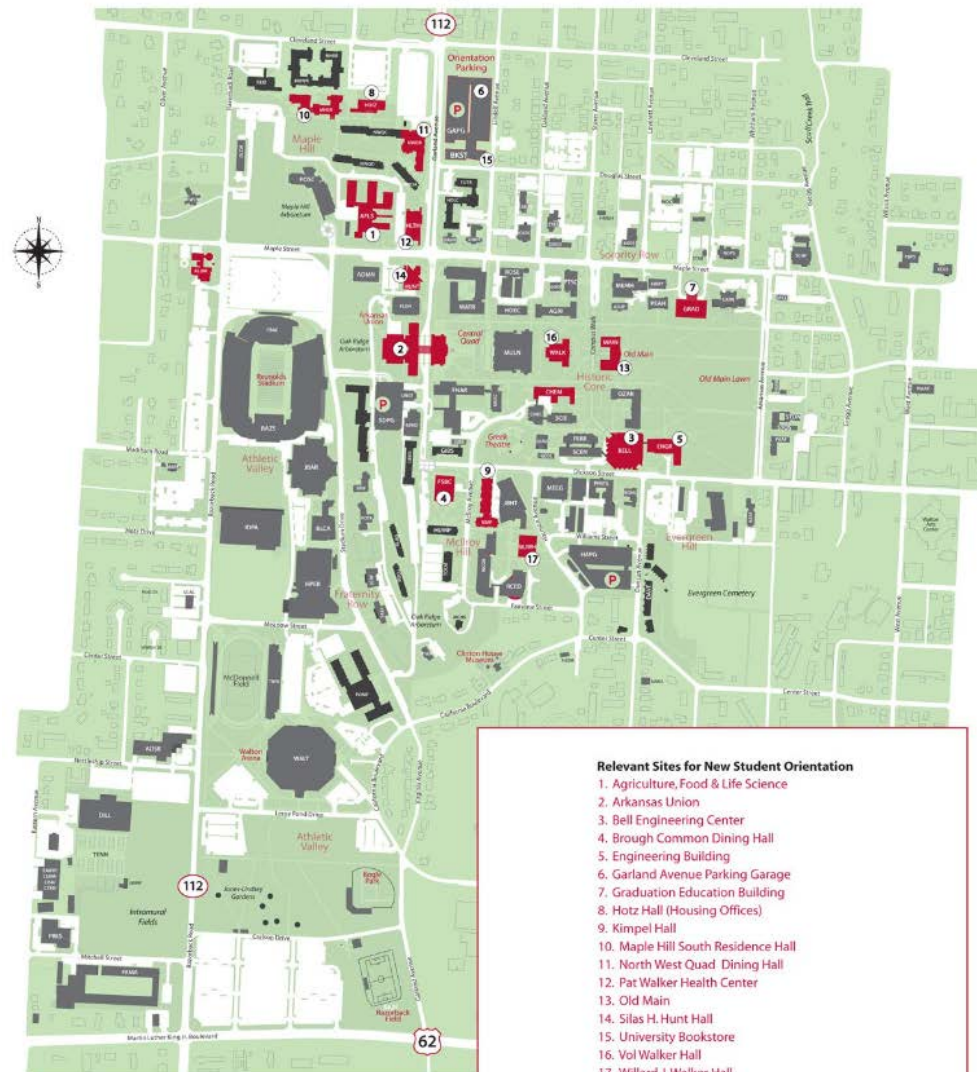
• Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.

EXHIBIT B

Code	Name	Floors	Total Sq. Ft.	Completed	Age (Years)	Frequency
DUNA	194 N. Duncan Ave. (DUNCAN A)	2	11,660.00	8/1/2008	9	Move Outs
DUNC	160 N. DUNCAN AVE. (DUNCAN C)	2	11,510.00	8/1/2008	9	Move Outs
DUND	118 N. DUNCAN AVE. (DUNCAN D)	2	25,940.00	8/1/2008	9	Move Outs
DUNE	80 N. DUNCAN AVE. (DUNCAN E)	2	9,360.00	8/1/2008	9	Move Outs
DUNB	172 N. DUNCAN AVE. (DUNCAN B)	2	2,130.00	8/1/2008	9	Daily M-F
PIKE	320 Arkansas Ave. (PI KAPPA ALPHA)	3	28,921.00	1/1/2015	2	Daily M-F
PGDF	10 N. Garland Ave (PHI GAMMA DELTA)	3	18,144.00	7/1/2011	6	Daily M-F
PDTF	208 N. Stadium (PHI DELTA THETA)	3	21,988.00	7/1/2011	12	Daily M-F
LXA	120 N. Stadium (Lambda Chi Alpha)	5	21,605.00	8/1/2016	1	Daily M-F
SINF	260 Stadium Drive (Sigma Nu)	3	22,000.00	1/1/2007	10	Daily M-F
SAEF	110 N. Stadium Dr (Sigma Alpha Epsilon)	4	20,643.00	1/1/1967	50	Daily M-F
POMB	31 S. Stadium Dr (Pomfret B Hall)	8	67,602.00	1/1/1968	49	Daily M-F
POMC	31 S. Stadium Dr (Pomfret C Hall)	3	28,385.00	1/1/1968	49	Daily M-F
POMD	31 S. Stadium Dr (Pomfret D Hall)	4	37,264.00	1/1/1968	49	Daily M-F
BUCH	177 N. Garland (Buchanan Droke Hall)	3	21,178.00	1/1/1954	63	Daily M-F
GLAD	129 N. Garland (Gladson Ripley Hall)	3	21,163.00	1/1/1954	63	Daily M-F
WAHR	342 N. Stadium Dr (Bud Walton Hall)	4	85,336.00	1/1/1956	61	Daily M-F
REID	1365 W. Cleveland St. (Reid Hall)	9	100,000.00	1/1/1967	50	Weekends
HOTZ	1175 W. Cleveland St. (Hotz Hall)	10	100,000.00	1/1/1962	55	Weekends
HUMP	195 N. McIlroy Ave (Humphreys Hall)	9	101,414.00	1/1/1961	56	Weekends
POMB	31 S. Stadium Dr (Pomfret B Hall)	8	67,602.00	1/1/1968	49	Weekends
POMC	31 S. Stadium Dr (Pomfret C Hall)	3	28,385.00	1/1/1968	49	Weekends
POMD	31 S. Stadium Dr (Pomfret D Hall)	4	37,264.00	1/1/1968	49	Weekends
YOCM	155 N. McIlroy Ave (Yocum Hall)	11	110,000.00	1/1/1963	54	Weekends

EXHIBIT C

Campus Map



Relevant Sites for New Student Orientation

1. Agriculture, Food & Life Science
2. Arkansas Union
3. Bell Engineering Center
4. Brough Common Dining Hall
5. Engineering Building
6. Garland Avenue Parking Garage
7. Graduation Education Building
8. Hotz Hall (Housing Offices)
9. Kimpel Hall
10. Maple Hill South Residence Hall
11. North West Quad Dining Hall
12. Pat Walker Health Center
13. Old Main
14. Silas H. Hunt Hall
15. University Bookstore
16. Vol Walker Hall
17. Willard J. Walker Hall

Orientation Parking

Garland Avenue Parking Garage