

**Request for Proposal (RFP)**

**RFP No. 08312020**

**University Housing Grounds Support**

**PROPOSAL RELEASE DATE: August 31, 2020**

**PROPOSAL DUE DATE: October 8, 2020\***

**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 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 1125 West Maple Street, Administration Building 321, Fayetteville, AR 72701 prior to the time and date specified in the Request for Proposal. VENDOR NAME, BID NUMBER, AND BID OPENING DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR BID TO BE ACCEPTED.**

**COVID-19 TEMPORARY CONSIDERATIONS:**

* Under current circumstances and restrictions with COVID-19, UPS, FedEx, and DHL will be delivering packages directly to UA Mailing Services for delivery to Business Services.
* In the event the University is closed to the public during a scheduled bid opening event, virtual access will be provided. Information on joining a virtual bid opening will be posted on [HogBid](https://hogbid.uark.edu/) prior to the bid opening date.

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

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement 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, UA 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 UA
* 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 or UA), 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 more than 200 academic programs. As of Fall 2019, student enrollment totaled approximately 27,559. The faculty count totaled 1,401 and the staff count totaled 3,227. 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.

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

**A. Project Overview**

This Request for Proposal (RFP) solicits Proposals to provide grounds maintenance services for University Housing to include service for approximately 18.3 acres of lawn and flower beds around residence halls and managed-Greek Houses at the University of Arkansas, Fayetteville, Arkansas campus. The objective of contracting the grounds maintenance services described in this RFP is to implement a performance-based grounds maintenance program which yields quality levels generally consistent with the APPA Level 2 standard of grounds maintenance service for the above-mentioned properties only **(see Exhibit A)**. 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 their 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 University of Arkansas, Fayetteville campus listed in **Exhibit B**. The Greek properties encompass more than 3.4 acres. Included in this RFP are the areas of our Duncan Apartments complex comprising less than an acre of lawn. The remaining 13 acres of lawn surround residence halls across the campus. 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. Also, included within the scope of this contract is over 2 acres of mulched areas supporting hedges and/or flower beds surrounding many of the properties.

**Additional Details**

* **Exhibit A:** APPA Level Grounds Maintenance Standards
* **Exhibit B:** Building / Facility List includes the list of included buildings, indicating each building’s overall gross lawn square footage and flower bed, planter’s square footage and acreage.
* **Exhibit C:** Campus Map includes a map of the Fayetteville campus.
* **Exhibit D:** Scope of Work
* **Exhibit E:** Mandatory site tour information

**2.** **SCOPE OF WORK**

Refer to attached **Exhibit D.**

**3. COSTS / 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 cleanup required by intentional damages/abuse caused by residents/students. Contractor must notify University Housing Coordinator prior to initiating excessive cleanup actions to ensure validation and investigation is appropriately documented.

Please provide an all-inclusive cost for grounds maintenance services for each building, an overall total contract cost, an hourly cost for any excessive cleanup of intentional damages and a cost/SF for any future added properties. **(see Appendix I)**. 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. All pricing must be valid for one hundred twenty (120) days following the bid Proposal due date and time. Upon bid award, all pricing and/or discounts must be firm for an initial period of two (2) years. UA will not be obligated to pay any costs not identified on the Official 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.

**4. RESPONDENT 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. UA reserves the right to contact any references provided to evaluate the level of performance and customer satisfaction. **See Appendix II.**

**5.** **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.

**6. PROJECTED TIMETABLE OF ACTIVITIES**

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

08/31/2020: RFP released to prospective respondents

09/25/2020: 4:00 PM CST - Last date/time UA will accept questions

09/28/2020: 9:00 am CST Mandatory site tour per Exhibit E

09/30/2020: Last date UA will issue an addendum

10/08/2020: Proposal submission deadline 2:30 PM CST

**Note:** Attendance at RFP opening is not required. No award will be made. Only names of respondents, and a preliminary determination of proposal responsiveness, will be made at this time.

10/22/2020: Vendor Presentations (if necessary)

11/03/2020: Notice of Intent to Award

Upon Intent to Award TBD\* Contract Negotiations Begin

Upon Contract Approval: Service to Commence (upon final legislative approval, if applicable)

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

**7. CONTRACT TERM AND TERMINATION**

The term (“Term”) of any resulting Contract will begin upon date of Contract award.  If mutually agreed upon in writing by the Contractor and UA, 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 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, UA 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 UA, Office of Business Affairs. Additionally, the Contract may be terminated, without penalty, by UA without cause by giving thirty (30) days written notice of such termination to Contractor.

**b)** 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 period of the Term (including any renewal periods) are not appropriated.

**c)** In no event shall such termination by UA as provided for under this section give rise to any liability on the part of UA, 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. UA’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.

**8. GENERAL INFORMATION FOR RESPONDENTS**

**8.1 Distributing Organization**

This RFP is issued by the Office of Business Affairs at UA. 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:

Stephanie Jo Haase-Good

Procurement Coordinator

[**shaase@uark.edu**](mailto:shaase@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 UA 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.

**8.2 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 UA 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 UA’s facilities for any activity or operation other than the operation and performance of services as herein stated. UA 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. Contractor shall require standard criminal background checks on all employees of the Contractor’s business 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 UA campus or reported to UA for review and approval in advance of the performance of any on-campus duties.

**8.3 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 UA, including all vehicles on UA property.

**8.4 Disputes**

Contractor and UA agree that they will attempt to resolve any disputes in good faith. Contractor and UA 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, demand, suits, or actions for damages against UA may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does UA agree to binding mediation or arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

**8.5 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 UA 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 andshall not use or disclose such information except as authorized in writing by UA 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.

**8.6 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 UA 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 providence 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 UA 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 UA 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 UA 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 UA Purchasing Official.

**8.7 Reservation**

This RFP does not commit UA 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. UA 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 UA to do so. In responding to this RFP, respondents recognize that UA may make an award to a primary Respondent; however, UA reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

**8.8 Qualifications of Respondent**

UA 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 UA all such information and data for this purpose that UA may request. UA reserves the right to reject any bid if the evidence submitted by, or investigations of, such Respondent fails to satisfy UA that such Respondent is properly qualified to carry out the obligations of the Contract.

**8.9 Default and Non Waiver of Defaults**

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 Contractor 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.

Any failure of UA 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 UA at any time to avail itself of same.

**8.10 Independent Parties**

Contractor acknowledges that under the Contract it is an independent vendor and is not operating in any fashion as the agent of UA. The relationship of Contractor and UA 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.

**8.11 Governing Law**

This RFP, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Respondent(s) or Contractor(s) and UA 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 UA. 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 UA or its trustees, officials, employees, and representatives. In no event shall UA 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.

**8.12 Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable UA 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**.

**8.13 Disclosure**

1. **Contract and Grant Disclosure**

Disclosure is a condition of the resulting Contract and UA 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 UA regarding any questions of conflict of interest shall be final.

**8.14 Proposal Modification**

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to UA. Such notice must be received by the UA 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.

**8.15 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.

**8.16 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.

**8.17 Warranty**

The vendor must:

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

**8.18 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 UA Purchasing Official, in writing, and UA 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.

**8.19 Award Responsibility**

The UA Purchasing Official will be responsible for award and administration of any resulting Contract(s). UA 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 UA, best meets the overall goals and financial objectives of UA. A resultant Contract will not be assignable without prior written consent of both parties.

**8.20 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 UA. 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 UA.

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 UA Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Respondent’s bid. The UA 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 UA processes, employees, including proprietary information, trade secrets, and intellectual property to which UA 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 UA.

**8.21 Respondent Presentations**

UA 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

UA chooses to engage such opportunity.

**8.22 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.

**8.23 Funding Out Clause**

If, in the sole discretion of UA, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UA 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 UA to terminate any Contract awarded in order to acquire similar service from a third party.

**8.24 Indicia**

The Respondents and the Contractor acknowledge and agree that UA 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 UA that are adopted and used or approved for use by UA (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 UA. 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 UA or its Board of Trustees without compensation.

**8.25 RFP Interpretation**

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

**8.26 Time is of the Essence**

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

**8.27 Formation of the Contract**

At its option, UA may take either one of the following actions in order to create a Contract between the UA 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 UA 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 UA 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 UA, 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).

**8.28 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 UA.

**8.29 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 UA.

**8.30 Prohibition Against Boycotting Israel**

In accordance with Ark. Code Ann. § 25-1-503, Respondent hereby certifies to UA 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, UA may immediately terminate any Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**8.31** **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 UA. 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 UA, except to the extent expressly permitted by UA 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 UA policies, and federal, state and local laws, ordinances, and regulations.

**8.32 Performance Standards**

Contractor acknowledges that the use of performance based standards on any resultant Contract by UA 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 UA. Contractor shall warrant that the equipment placed on the UA 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 UA or tailgate customers on the UA 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 UA 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 UA 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 UA subject to termination.

**8.33 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 UA campus, whether on a paid or volunteer basis, in a manner requested by UA and consistent with procedures established by UA for its background checks. No person may perform any duties or services for Contractor on the UA campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UA.

**8.34 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 UA 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 UA policy, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators, customers and UA 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 UA’s campus.

**8.35 No Assignment and Sublicensing**

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

**8.36** **PCI DSS Compliance**

Any third-party service provider utilized by the Contactor that engages in electronic commerce on behalf of the UA or other services contemplated under this RFP or any resulting Contract with UA, 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. UA 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 UA. The Contactor further acknowledges that neither it nor any third-party service provider utilized by the Contactor shall be granted access to UA’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 UA’s systems. The Contactor will provide their Attestation of PCI Compliance and network scans to UA on an annual basis. The Contactor will give immediate notice to UA of any actual or suspected unauthorized disclosure of, access to or other breach of the CHD or SAD. The Contactor will indemnify UA for any third-party claim brought against UA 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 UA.

**8.37 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 UA’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.

**9. INSTRUCTION TO RESPONDENTS**

**9.1** 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. UA is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

**9.2** Respondents must address each section of the RFP. An interactive 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 UA to further evaluate the merit of the Respondent’s Proposal. Failure to respond in this format may result in bid disqualification.

**9.3**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.

**9.4** Proposals will be publicly opened in the Purchasing Office, Room 321 Administration Building, The University of Arkansas, Fayetteville, Arkansas, 72701, at the date and time as listed on the coversheet of this RFP (proposal due date). 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.

**Respondents must submit one (1) signed original, three (3) signed copies, and two (2) soft copies of their Proposal (i.e. CD-ROM or USB Flash drive)** labeled with the Respondent’s name and the Bid Number, readable by UA, 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 this RFP:

University of Arkansas

Business Services

Administration Bldg, Rm 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 UA 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 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 Proposal 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 **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 insuring that its Proposal is received at the time, date, and location specified. UA 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**.

**9.5** 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.

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

**9.7** The UA 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 UA 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 UA.
        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.

**9.8** 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. 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 UA 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 UA campus (whether such activity is authorized or unauthorized by UA); (c) any use of or damage to UA 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 UA 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 UA, UA’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 UA:

* 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 UA. Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from Contractor’s operations on UA’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 UA with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by UA 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 UA, its trustees, officials, employees, agents or volunteers. Proof of Insurance must be included in 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.

**11. CONTRACTOR OVERVIEW**

The Contractor shall provide a general overview of its business 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

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

UA 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 a final response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UA. If the UA 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 UA Procurement Department.

**13. SPECIFICATIONS / GOALS AND DELIVERABLES**

Each Proposal should contain the following information at a minimum:

* Provide an overview of the firm’s history in the grounds maintenance 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.

**14. EVALUATION AND SELECTION PROCESS**

It is the intent of the UA to award a Contract 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 Proposal responses. Selection shall be based on UA assessment of the Respondent’s ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. UA 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 UA. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UA (for whatever reasons), UA 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 one hundred twenty (120) 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 (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
* Adherence and compliance to UA requirements and all requirements of the RFP
* Detailed proof of all requested qualifications and specified services
* Respondent Presentations, if needed

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

1. **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 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.

**15. SERVICE PERFORMANCE STANDARDS**

|  |  |  |
| --- | --- | --- |
| **Service Criteria** | **Acceptable Performance** | **Compensation / Damages** |
| Adherence to University Requirements | Reference standard terms, conditions, and all articles of RFP. Refer to Exhibit D Section S Quality Assurance and Performance Based Criteria | **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. Refer to Exhibit D Section S Quality Assurance and Performance Based Criteria | **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. Refer to Exhibit D Section S Quality Assurance and Performance Based Criteria. | **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: Official Price Sheet**

**BID NAME: University Housing Grounds Support**

**BID NUMBER: RFP #08312020**

**BID DUE DATE: October 8, 2020 2:30 PM CST**

**BIDDER INFORMATION CONTACT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHONE/EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Reference Section 3-Costs / Pricing** for further instruction, and the corresponding Official 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 one hundred twenty (120) days following the bid Proposal due date and time.**

UA 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.

**NOTE:** Bids must be submitted on this Official Price Sheet to be considered. Vendors must use this Official Price Sheet when submitting bids in response to this RFP. Provide pricing and/or discount where applicable next to the item listed below, per minimum specifications as listed within this bid document. Pricing must include shipping and handling charges and all Sales, Consumer, Use and other similar taxes required by law.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***ITEM*** | ***DESCRIPTION*** | ***MONTHLY COST*** | | ***ANNUAL COST*** |
| 1 | ADOHI 175 S Stadium Dr. | | $ | $ |
| 2 | BROUGH COMMONS 1021 Dickson St. | | $ | $ |
| 3 | FOUNDERS 255 N. McIllroy Ave. | | $ | $ |
| 4 | FUTRALL 525 Lindell Ave. | | $ | $ |
| 5 | GIBSON 1050 W. Dickson St. | | $ | $ |
| 6 | GREGSON 301 Garland Ave. | | $ | $ |
| 7 | HOLCOMBE 550 N. Garland Ave. | | $ | $ |
| 8 | HOTZ 1175 W. Cleveland St. | | $ | $ |
| 9 | HUMPHREYS 195 N. McIllroy Ave. | | $ | $ |
| 10 | MAPLE HILL EAST 1261 W. Cleveland | | $ | $ |
| 11 | MAPLE HILL SOUTH 645 N. Hall Ave. | | $ | $ |
| 12 | MAPLE HILL WEST 1263 W. Cleveland | | $ | $ |
| 13 | NWQ A GATEWOOD 1104 W. Maple St. | | $ | $ |
| 14 | NWQ B MORGAN 1106 W. Maple St. | | $ | $ |
| 15 | NWQ C CLARKE 1110 W. Maple St. | | $ | $ |
| 16 | NWQ D HARDING 1112 W. Maple St. | | $ | $ |
| 17 | POMFRET 31 S. Stadium Dr. | | $ | $ |
| 18 | REID 1365 W. Cleveland St. | | $ | $ |
| 19 | WALTON 342 N. Stadium Dr. | | $ | $ |
| 20 | YOCUM 155 N. McIllroy Ave. | | $ | $ |
| 21 | DUNCAN A & B 194 N. Duncan Ave. | | $ | $ |
| 22 | DUNCAN C 160 N. Duncan Ave. | | $ | $ |
| 23 | DUNCAN D 118 N. Duncan Ave. | | $ | $ |
| 24 | DUNCAN E 80 N. Duncan Ave. | | $ | $ |
| 25 | HOUSING ADMINISTRATION 960 W. Douglas St. | | $ | $ |
| 26 | WAREHOUSE 20 N. University Ave. | | $ | $ |
| 27 | MARKHAM HOUSE 1425 W. Markham | | $ | $ |
| 28 | DUNCAN HOUSE 3 N. Duncan Ave. | | $ | $ |
| 29 | SIGMA ALPHA EPSILON HOUSE 110 N. Stadium Dr. | | $ | $ |
| 30 | PHI GAMMA DELTA (FIJI) HOUSE 10 N. Garland Ave. | | $ | $ |
| 31 | PHI DELTA THETA HOUSE 208 N. Stadium | | $ | $ |
| 32 | LAMBDA CHI ALPHA HOUSE 120 N. Stadium | | $ | $ |
| 33 | SIGMA NU HOUSE 260 Stadium Dr. | | $ | $ |
| 34 | PI KAPPA ALPHA HOUSE 320 Arkansas Ave. | | $ | $ |
|  |  | |  |  |
|  | **Total Cost =** | | $ | $ |
| \*\*\* | Cost/Hour for Excessive Cleanup Charge | | $/HR | $/HR |
| \*\*\* | Basic Cost/SF to Add/Remove Maintained Space | | $/SF | $/SF |

**APPENDIX II: Respondent Information/Reference**

Respondent 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

**EXHIBIT A - APPA GROUNDS STANDARDS**

**LEVEL 1.**

State-of-the-art maintenance applied to a high-quality diverse landscape. Associated with high-traffic urban areas, such as public squares, malls, government grounds, or college/university campuses.

TURF CARE. Grass height maintained according to species and variety of grass. Mowed at least once every five working days but may be as often as once every three working days. Aeration as required but not less than four times per year. Reseeding or sodding as needed. Weed control to be practiced so that no more than 1 percent of the surface has weeds present.

FERTILIZER. Adequate fertilization applied to plant species according to their optimum requirements. Application rates and times should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages should follow local recommendations. Trees, shrubs, and flowers should be fertilized according to their individual requirements of nutrients for optimum growth. Unusually long or short growing seasons may modify the chart slightly.

IRRIGATION. Sprinkler irrigated-electric automatic commonly used. Some manual systems could be considered adequate under plentiful rainfall circumstances and with adequate staffing. Frequency of use follows rainfall, temperature, season length, and demands of plant material.

LITTER CONTROL. Minimum of once per day, seven days per week. Extremely high visitation may increase the frequency. Receptacles should be plentiful enough to hold all trash usually genera ted between serv icing without overflowing.

PRUNING. Frequency dictated primarily by species and variety of trees and shrubs. Length of growing season and design concept also a controlling factor-i.e., clipped vs. natural-style hedges. Timing scheduled to coincide with low demand periods or to take advantage of special growing characteristics.

DISEASE AND INSECT CONTROL. At this maintenance level, the controlling objective is to avoid public awareness of any problems. It is anticipated at Level 1 that problems will either be prevented or observed at a very early stage and corrected immediately.

SNOW REMOVAL. Snow removal starts the same day that accumulations of 5 inch are present. At no time will snow be permitted to cover transportation or parking surfaces longer than noon of the day after the snow stops. Application of snow-melting compound and/or gravel is appropriate to reduce the danger of injury due to falls.

SURFACES. Sweeping, cleaning, and washing of surfaces should be done so that at no time does an accumulation of sand, dirt, or leaves distract from the looks or safety of the area.

REPAIRS. Repairs to all elements of the design should be done immediately when problems are discovered, provided replacement parts and technicians are available to accomplish the job. When disruption to the public might be major and the repair is not critical, repairs may be postponed to a time period that is least disruptive.

INSPECTIONS. A staff member should conduct inspection daily.

FLORAL PLANTINGS. Normally, extensive or unusual floral plantings are part of the design. These may include ground-level beds, planters, or hanging baskets. Often, multiple plantings are scheduled, usually for at least two blooming cycles per year. Some designs may call for a more frequent rotation of bloom. Maximum care, including watering, fertilizing, disease control, disbudding, and weeding, is necessary. Weeding flowers and shrubs is done a minimum of once per week. The desired standard is essentially weeded free.

**LEVEL 2.**

High-level maintenance. Associated with well-developed public areas, malls, government grounds, or college/university campuses. Recommended level for most organizations.

TURF CARE. Grass cut once every five working days. Aeration as required but not less than two times per year. Reseeding or sodding when bare spots are present. Weed control practiced when weeds present a visible problem or when weeds represent 5 percent of the turf surface. Some pre-emergent products may be used at this level.

FERTILIZER. Adequate fertilizer level to ensure that all plant materials are healthy and growing vigorously. Amounts depend on species, length of growing season, soils, and rainfall. Rates should correspond to at least the lowest recommended rates. Distribution should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages should follow local recommendations. Trees, shrubs, and flowers should receive fertilizer levels to ensure optimum growth.

IRRIGATION. Sprinkler irrigated--electric automatic commonly used. Some manual systems could be considered adequate under plentiful rainfall circumstances and with adequate staffing. Frequency of use follows rainfall, temperature, season length, and demands of plant material.

LITTER CONTROL. Minimum of once per day, five days per week. Offsite movement of trash depends on size of containers and use by the public. High use may dictate daily or more frequent leaning.

PRUNING. Usually done at least once per season unless species planted dictate more frequent attention. Sculpted hedges or high-growth species may dictate a more frequent requirement than most trees and shrubs in natural-growth plantings.

DISEASE AND INSECT CONTROL. Usually done when disease or insects are inflicting noticeable damage, are reducing vigor of plant material, or could be considered a bother to the public. Some preventive measures may be used, such as systemic chemical treatments. Cultural prevention of disease problems can reduce time spent in this category. Some minor problems may be tolerated at this level.

SNOW REMOVAL. Snow removed by noon the day following snowfall. Gravel or snowmelt may be used to reduce ice accumulation.

SURFACES. Should be cleaned, repaired, repainted, or replaced when their appearances have noticeably deteriorated.

REPAIRS. Should be done whenever safe ty, function, or appearance is in question.

INSPECTIONS. Inspection should be conducted by some staff member at least once a day when re gular staff is scheduled.

FLORAL PLANTINGS. Normally, no more complex than two rotations of bloom per year. Care cycle is usually at least once per week, but watering may be more frequent. Health and vigor dictate cycle of fertilization and disease control. Beds essentially kept weed free.

**LEVEL 3.**

Moderate-level maintenance. Associated with locations that have Moderate to low levels of development or visitation, or with operations that, because of budget restrictions, cannot afford a higher level of maintenance.

TURF CARE. Grass cut once every ten working days. Normally not aerated unless turf quality indicates a need or in anticipation of an application of fertilizer. Reseeding or resodding done only when major bare spots appear. Weed control measures normally used when 50 percent of small areas are weed infested or when 15 percent of the general turf is infested with weeds.

FERTILIZER. Applied only when turf vigor seems to be low. Low-level application done once per year. Rate suggested is one-half the level re commended.

IRRIGATION. Dependent on climate. Locations that receive more than 25 inches of rainfall a year usually rely on natural rainfall with the possible addition of portable irrigation during periods of drought. Dry climates that receive less than 25 inches of rainfall usually have some form of supplemental irrigation. When irrigation is automatic, a demand schedule is programmed. Where manual servicing is required, the norm would be two to three times per week.

LITTER CONTROL. Minimum service of two to three times per week. High use may dictate higher levels during the warm season.

PRUNING. When require d for health or reasonable appearance. With most tree and shrub species, pruning would be performed once every two to three years.

DISEASE AND INSECT CONTROL. Done only to address epidemics or serious complaints. Control measures may be put into effect when the health or survival of the plant material is threatened or when public comfort is an issue.

SNOW REMOVAL. Snow removal done based on local law requirements but generally accomplished by the day following snowfall. Some crosswalks or surfaces may not be cleared at all.

SURFACES. Cleaned on a complaint basis. Repaired or re placed as budget allows.

REPAIRS. Should be done whenever safety or function is in question. INSPECTIONS. Inspections are conducted once per week. FLORAL PLANTINGS. Only perennials or flowering trees or shrubs.

**LEVEL 4.**

Moderately low-level maintenance. Associated with locations affected by budget restrictions that cannot afford a high level of maintenance.

TURF CARE. Low-frequency mowing scheduled based on species. Low growing grasses may not be mowed. High grasses may receive periodic mowing. Weed control limited to legal requirements for noxious weeds.

FERTILIZER. Not fertilized.

IRRIGATION. No irrigation.

LITTER CONTROL. Once per week or less. Complaints may increase level above one servicing.

PRUNING. No regular trimming. Safety or damage from weather may dictate actual work schedule. DISEASE AND INSECT CONTROL. None except where the problem is epidemic, and the epidemic condition threatens resources or the public.

SNOW REMOVAL. Snow removal done based on local law requirements but generally accomplished by the day following snowfall. Some crosswalks or surfaces may not be cleared at all. SURFACES. Replaced or repaired when safety is a concern and when budget is available.

REPAIRS. Should be done whenever safe ty or function is in question.

INSPECTIONS. Inspections are conducted once per month.

FLORAL PLANTINGS. None. May have wildflowers, perennials, flowering trees, or shrubs in place.

**LEVEL 5.**

Minimum-level maintenance. Associated with locations that have severe budget restrictions.

TURF CARE. Low-frequency mowing scheduled based on species. Low growing grasses may not be mowed. High grasses may receive periodic mowing. Weed control limited to legal requirements for noxious weeds.

FERTILIZER. Not fertilized.

IRRIGATION. No irrigation.

LITTER CONTROL. On demand or complaint basis.

PRUNING. No pruning unless safety is involved.

DISEASE AND INSECT CONTROL. No control except in epidemic or safe ty situations.

SNOW REMOVAL. Snow removal done based on local law requirements but generally accomplished by the day following snowfall. Some crosswalks or surfaces may not be cleared at all.

SURFACES. Serviced only when safety is a consideration.

REPAIRS. Should be done whenever safety or function is in question.

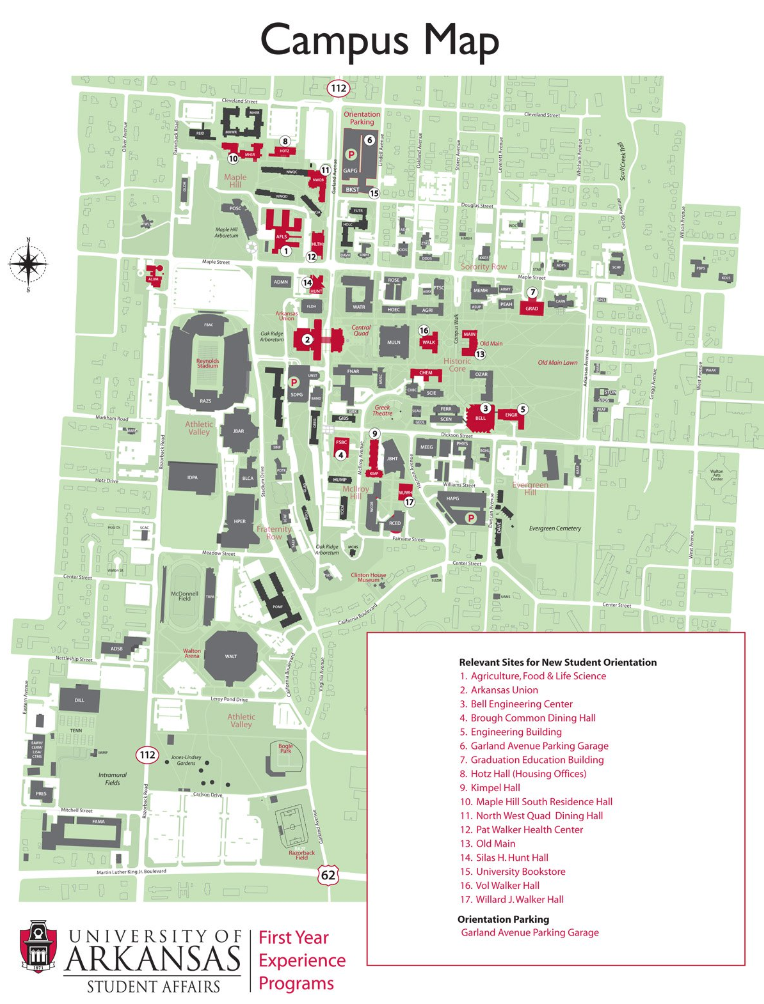
INSPECTIONS. Inspections are conducted once per month.

FLORAL PLANTINGS. None. May have wildflowers, perennials, flowering trees, or shrubs in place

**EXHIBIT B -** Building / Facility List includes the list of included buildings, indicating each building’s overall gross lawn square footage and flower bed, planter’s square footage and acreage.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Building** | **Lawn (SF)** | **Lawn (Acres)** | **Flower Beds (SF)** | **Flower Beds (Acres)** |
| ADOHI | 30733 | 0.7055 | 29230 | 0.6710 |
| Brough Commons | 9092 | 0.2087 | 225 | 0.0052 |
| FOUNDERS | 0 | 0.0000 | 1510 | 0.0347 |
| FUTRALL | 28658 | 0.6579 | 145 | 0.0033 |
| GIBSON | 10209 | 0.2344 | 652 | 0.0150 |
| GREGSON | 7759 | 0.1781 | 745 | 0.0171 |
| HOLCOMBE | 12325 | 0.2829 | 178 | 0.0041 |
| HOTZ | 33888 | 0.7780 | 829 | 0.0190 |
| HUMPHREYS | 25450 | 0.5843 | 1125 | 0.0258 |
| MAPLE HILL EAST | 29257 | 0.6716 | 2841 | 0.0652 |
| MAPLE HILL SOUTH | 85088 | 1.9534 | 7738 | 0.1776 |
| MAPLE HILL WEST | 24308 | 0.5580 | 2980 | 0.0684 |
| NWQ A Gatewood | 3932 | 0.0903 | 1109 | 0.0255 |
| NWQ B MORGAN | 3941 | 0.0905 | 12649 | 0.2904 |
| NWQ C CLARKE | 37239 | 0.8549 | 1602 | 0.0368 |
| NWQ D HARDING | 38524 | 0.8844 | 2146 | 0.0493 |
| POMFRET | 62944 | 1.4450 | 1995 | 0.0458 |
| REID | 35150 | 0.8069 | 4296 | 0.0986 |
| WALTON | 58046 | 1.3326 | 4486 | 0.1030 |
| YOCUM | 14100 | 0.3237 | 468 | 0.0107 |
| Duncan A & B | 2822 | 0.0648 | 1500 | 0.0344 |
| Duncan C | 7372 | 0.1692 | 397 | 0.0091 |
| Duncan D | 11530 | 0.2647 | 2651 | 0.0609 |
| Duncan E | 6993 | 0.1605 | 1550 | 0.0356 |
| HOUS Administration | 10240 | 0.2351 | 2909 | 0.0668 |
| Warehouse | 9045 | 0.2076 | 0 | 0.0000 |
| Markham House | 24250 | 0.5567 | 0 | 0.0000 |
| Duncan House | 3007 | 0.0690 | 50 | 0.0011 |
| SAE House | 26693 | 0.6128 | 342 | 0.0079 |
| FIJI House | 14430 | 0.3313 | 519 | 0.0119 |
| PDT House | 27392 | 0.6288 | 1337 | 0.0307 |
| LXA House | 26528 | 0.6090 | 525 | 0.0121 |
| SN House | 21464 | 0.4927 | 4027 | 0.0924 |
| PKA House | 7270 | 0.1669 | 870 | 0.0200 |
| **Totals =** | **749679** | **16.2960** | **64171** | **2.1494** |

**EXHIBIT C – Campus Map**



**EXHIBIT D - SCOPE OF WORK**

The Landscape Maintenance Contractor (hereinafter called the “Contractor”) shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein. Each Respondent 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. The intent is to maintain an APPA Level II appearance of the property as determined by UA and defined in Exhibit A. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by UA.

**A. DURATION OF AGREEMENT**

Reference section 7 of RFP.

**B. QUALITY CONTROL**

Work covered shall be performed by a single firm experienced in landscape maintenance of a similar nature and scope. Subject to approval of UA, 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 liable to the same extent that its liability would attach, 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. 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 similar to that being bid.

2. Maintains a permanent place of business, with a minimum of five (5) years in business.

3. Has access to all necessary equipment and has 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. Has a documented safety program with a history of satisfactory past performance.

6. The Landscape Maintenance 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:

a. Completed past contracts in accordance with the Contract Documents.

b. Diligently pursued execution of the work and completed past contracts according to established schedules.

**C. QUALIFICATIONS OF WORKERS**

Respondent shall have in its employ, a minimum of one (1) currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA). The signed Proposal shall include the seal and signature and expiration date of the Certified Landscape Professional on the staff of the Respondent.

Respondent shall have in its employ, a minimum of one (1) currently Certified Landscape Technician: who is currently a Certified Landscape Technician (CLT) as recognized by the Associated Landscape Contractors of America (ALCA). The signed Proposal shall include the seal and signature and expiration date of the Certified Landscape Technician on the staff of the Respondent.

**D. INSURANCE**

The Contractor shall maintain at his sole expense, effective insurance covering his activities at the project premises as described in Section 10 of 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 also against any of the special hazards that may be encountered in the performance of this Contract. Each of the policies described above shall include UA as an Additional Insured as respects the activities carried out under this Contract.

The insurer shall give UA thirty (30) day notice of cancellation or changes in coverage.

**E. INDEMNIFICATION**

As referenced in Section 10, Contractor shall indemnify, reimburse and hold UA harmless against any and all claims, damages, causes of action, liabilities, expenses, costs and fees, including attorney fees, that UA incurs arising out of or occurring in connection with Contractor’s performance of the work pursuant to this Agreement.

**F. PAYMENTS**

Contractor shall apply Payment/Invoice, to UA, for services on a monthly basis. UA shall render the Contractor regularly scheduled payments in remuneration for the Contractor’s Maintenance Services in amounts as specified.

**G. 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 Specifications (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.

**H. TAXES**

The Bidder shall include in the bid, all Sales, Consumer, Use and other similar taxes required by law.

**I. PROJECT CONDITIONS**

In order for the Contractor to properly perform and complete its work, UA will provide Contractor with reasonable access to the 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 actual job site. Failure to visit the site or failure to examine any and 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. UA 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.

**J. SEQUENCING AND SCHEDULING**

Upon award of the Proposal, the

GENERAL CONDITIONS - Services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of landscape maintenance during the term of the resulting Contract.

**K. TURF MAINTENANCE**

Turf Mowing

Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain. Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required. Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

Turf Edging

Edging and trimming along curbs, walks, bed edges and treewells shall be done to keep a neat appearance. All hard edges shall be mechanically edged once per month during the growing season. Mow strips shall be treated with a non-selective herbicide as needed. Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade. Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with UA to achieve a solution.

Turf Fertilization & Weed Control

Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor’s knowledge and needs of the area. All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.

Trash and Debris Removal

During routine maintenance visits the Contractor is responsible for removing trash and debris from the property. Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance. Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

**L. TREE AND SHRUB MAINTENANCE**

All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor. Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units. All formal hedges shall be sheared to maintain desired shape and height. Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production. Dead or damaged portions of plants shall be removed whenever possible. All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material. Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to UA. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem. Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. UA shall be informed before any drastic cutbacks are performed. All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2” tall are to be removed by hand and disposed of. Weeds less than 2” tall are to be treated with legally approved post-emergence herbicides. All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the customer.

**M. GROUND COVER & BEDS**

Open ground between plants shall be kept weed-free using mechanical or chemical methods. All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.

**N. LANDSCAPE SERVICES**

Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor. Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance. Soil surfaces shall be raked smooth and cultivated regularly. Vines shall be trimmed neatly against supporting structures and kept within bounds and not allowed to climb walls of buildings. Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings. Sign faces and windows shall be kept clear of encroaching growth.

**O. IRRIGATION SERVICES**

Contractor shall provide expertise and all labor to water all areas as required. Contractor shall inspect, test, and insure proper time clock operations. This includes monitoring the irrigation sprinkler system to ensure that watering times are properly set, using the least amount of water necessary throughout the year. The controllers shall be programmed according to seasonal requirements and to ensure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways, and buildings. The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor’s own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours. The system shall be thoroughly evaluated at the time that the Contractor begins work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to UA. The cost of this evaluation shall be included in the Scope of Work, but any necessary repairs shall be at the UA’s expense, if approved. The Contractor shall present repairs and maintenance requirements to the UA immediately. UA agrees to be financially responsible to replace and repair time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid. Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24-hour basis, seven days a week. Contract also includes a system start-up and winterization.

**P. EXTERIOR COLOR MAINTENANCE**

Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance. Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.

**Q. LANDSCAPE SERVICES**

The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings. It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds. Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented. Plants shall be watered as required to promote optimum growth. Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify UA. Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance. Litter shall be removed as color is generally in a focal area. Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a proposal for replacement shall be submitted and approved by UA prior to replacement installation. UA agrees to be financially responsible to replace plant materials on a timely basis.

**R. OTHER SERVICES**

Spring Clean-Up shall be performed as follows and should be included in the pricing. Spring cleanup shall include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove winter wrapping and remove any sand and gravel from beds and lawns. Fall Clean-Up shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annual, cut back perennial plantings appropriately, wrap trees to prevent sunscald, covering of beds necessary to protect plants, etc.

**S. 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, 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 Assistant Director Operations and Maintenance 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 area 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 servicing of that area.

**Team Approach**

University Housing views its relationship with the Contractor as a team relationship. Therefore, the Contractor will be invited to accompany University Housing Assistant Director Operations and Maintenance 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 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.

**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 Operations and Maintenance 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 properties 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 complaints and assignments

• Performs quality control audits, including formal monthly property inspections tied into the performance criteria

• Acts as a key quality control interface with University Housing designee(s) and Contractor

**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 Assistant Director Operations and Maintenance.

Daily

• Communicate all events and issues to University Housing Assistant Director Operations and Maintenance and other designated University Housing personnel, including attendance, injuries, damages, 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:

o Overall monthly average score (KPI)

o Corrective action plans and follow-up results

• Contractor shall provide University Housing with:

o Status of the Contractor’s major maintenance activities and projects

o Cost saving and process enhancement opportunities

o Industry trends and outlook

**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 Operations and Maintenance 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 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.

**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.

**Chemicals**

The Contractor shall be responsible for providing all 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. The Contractor will also provide the University Housing Assistant Director Operations and Maintenance 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 on University Housing properties. 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 University Housing on an ongoing basis to discuss and test new methods, processes and consumables to develop program improvements.

**Equipment**

Contractor shall be responsible for providing and maintaining all equipment and related items for provision of services to University Housing properties under this contract. Equipment is to be well maintained and checked periodically for safety hazards. All equipment is to be stored offsite when Contractor’s personnel have completed their task. Contractor will be responsible for any repairs as a result of misuse or negligence.

**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. 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.

**Language Requirements**

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

**University Housing Hours of Operation and Academic Calendar:**

Residential buildings are used 24-hours a day. Administrative buildings are used during day shift: Currently, grounds maintenance service is conducted across a single shift: Day Shift: 7:00 a.m. – 3:30 p.m. with 30-minute lunch.

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.

**Work Rules**

Employees of Contractor shall adhere to the following work rules, in addition to all other work rules described in this RFP:

• Do not remove anything from the campus which is personal or University 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 University of Arkansas’ Smoke-free Policy

• Wear proper attire

• Do not enter any off-limit areas

**Vehicles**

Contractor will abide by the University’s Transit and Parking policies and guidelines ensuring vehicles are appropriately decaled/permitted 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.

**Communication**

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

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

Contractor shall include a price per square foot for space that is added or removed from the Contract resulting from this RFP. 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 or deducted from the scope of the 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 the 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 Contract are increased.

**EXHIBIT E - ON SITE TOUR - MANDATORY ATTENDANCE FOR ACCEPTANCE OF PROPOSAL**

**Date/Time:** Date 09/28/2020 at 9:00 CST-no alternate date

**Point of contact**: Jeffery Vinger

Director of Residential Facilities University Housing

960 W, Douglas St, Fayetteville, AR 72701

[vinger@uark.edu](mailto:vinger@uark.edu)

479- 575-2217

**Meeting location**: Room # 157 in Futrall Hall which can be found on campus across from the University Bookstore, please enter the east door from Lindell Ave., 525 N. Lindell St.

**Start time:** 0900 CST, walking tour to follow

**Parking:** UA CAMPUS PARKING MAP: [https://parking.uark.edu/parkmap.pdf](https://nam03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fparking.uark.edu%2Fparkmap.pdf&data=02%7C01%7Cshaase%40uark.edu%7C116c0ab532ab4aa6668908d849c5bca9%7C79c742c4e61c4fa5be89a3cb566a80d1%7C0%7C0%7C637340460910319008&sdata=AJF8kea2%2Bu8mG9XLNQhiG8JJN2ciILjfphKyMrRCqrg%3D&reserved=0)

Suggest nearest parking in the Garland parking garage metered parking slots, 650 N Garland Ave. connected to the University Bookstore

**COVID Parameters**: All attendees will comply with the University of Arkansas policy face coverings and social distancing. Please refer to the current COVID information found/posted on the University of Arkansas Website. [https://health.uark.edu/coronavirus/](https://nam03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fhealth.uark.edu%2Fcoronavirus%2F&data=02%7C01%7Cshaase%40uark.edu%7C116c0ab532ab4aa6668908d849c5bca9%7C79c742c4e61c4fa5be89a3cb566a80d1%7C0%7C0%7C637340460910329001&sdata=L9%2FzO6HvuaKHXQhk2CZUwwue5svS%2FyliiMs7%2Fav55zw%3D&reserved=0)