



University of Arkansas at Fort Smith
 5210 Grand Avenue
 Fort Smith, AR 72904

REQUEST FOR PROPOSAL AX-24-003
CUSTODIAL SERVICES & GROUNDS
MANAGEMENT

SOLICITATION INFORMATION			
Bid Number:	AX-24-003	Solicitation Issued:	December 11, 2023
Description:	Custodial Services & Grounds Management		

SUBMISSION DEADLINE FOR RESPONSE			
Deadline:	January 30, 2024	Bid Opening Time:	2:00 p.m., Central Time
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals on or before the bid opening date and time. Proposals received after the designated deadline shall be considered late and shall be returned to the Vendor without further review.</p> <p>In the event that UAFS is closed for inclement weather, the bid opening shall be postponed until 2:00 p.m. the next fully open and operational workday.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>One (1) hard copy, one (1) digital copy, and one (1) digital redacted copy should be mailed directly to UAFS, Attn: Lance Killough, 5210 Grand Avenue, Fort Smith, AR 72904. If using USPS, the mailing address is PO Box 3649, Fort Smith, AR 72913.</p> <p>See page 18, PROPRIETARY INFORMATION / OPEN RECORDS</p> <p>Shipping label or outer packaging should reference: AX-24-003 Custodial Services & Grounds Management</p>

UAFS PROCUREMENT SERVICES CONTACT INFORMATION			
Issuing Officer:	Rhonda Caton, Director Procurement & Contracts	Phone Number:	479-788-7073
Email Address:	rhonda.caton@uafs.edu	UAFS Website	https://uafs.edu

SECTION 1 INTRODUCTION

1.1 Introduction

The Board of Trustees of the University of Arkansas, for and on behalf of the University of Arkansas at Fort Smith ("UAFS" or the "University"), invites proposals from qualified and reputable Custodial Services & Grounds Management firms to provide custodial services and grounds management for all property and facilities owned by UAFS. It is the University's desire to contract with a single firm.

Proposals shall be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP).

1.2 Purpose

This is a rebid of current services. The University has held a contract for custodial services and grounds management with SSC Service Solutions / Compass Group USA since 2017 and that contract is reaching maturity. This RFP process will be an open-minded review of all options available to UAFS and is not intended to only satisfy requirements of Arkansas procurement law and contract term limits.

The intent of this RFP is to allow all interested firms to provide a sufficient amount of information that will enable UAFS to determine which Respondent can provide the best overall value to the University.

This RFP incorporates a two-step selection process for award of the Custodial Services & Grounds Management described herein. The University may select one or more Respondents deemed as finalists for inclusion in the second step based on the initial review and evaluation of the proposal responses.

In the second step of the process, the finalists shall be required to provide additional information. The request for additional information may include a response to questions for each Respondent selected in this second step, further pricing information, interviews, a best and final offer, and any other information deemed necessary by UAFS. Award will be made to the firm whose proposal conforms to this RFP and, in the sole judgement of the University, will be the most advantageous to UAFS.

By submitting responses, each Respondent certifies that the full knowledge of the scope and nature of the opportunity described in this RFP has been understood. Each Respondent also certifies that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

1.3 Term of Contract

UAFS seeks to enter into a term contract beginning on July 1, 2024. The initial term shall be four (4) years, renewal upon mutual agreement not to exceed an aggregate total of seven (7) years. Any resulting contract of this RFP is subject to approval processes which includes legal review by UA General Counsel and the Arkansas Legislative Council.

1.4 Mandatory Pre-Proposal Conference and Campus Tour

A mandatory pre-proposal conference will be held at 1:00 p.m. on **Tuesday, January 9, 2024**. The location for the pre-proposal conference is as follows at the UAFS campus:

Plant Operations Building, 500 N. 51st Street, Fort Smith, AR 72904

Campus Tour: A tour of select facilities on the campus will begin immediately following the conference.

Please email Lance Killough lance.killough@uafs.edu if your firm will be attending the conference and tour.

1.5 Anticipated Calendar of Events

TASK	DATE
Release of Request for Proposal	December 11, 2023
Campus Closed for Winter Break	December 22, 2023 –January 1, 2024
Mandatory Pre-Proposal and Campus Tour	January 9, 2024
Deadline for Written Questions by Vendors	January 12, 2024
Deadline for Written Responses to Vendors (issued by addendum)	January 19, 2024
Proposals Due from Vendors	January 30, 2024
Interviews from Selected Vendors	February 21, 2024
Intent to Award	TBD
Contract Start Date	July 1, 2024

There will be no penalty to UAFS should the time periods listed after the Proposals Due from Vendors date vary. UAFS will make a good faith effort to follow the timeline above for evaluating, negotiating, and issuing an award.

1.6 Institution Summary

The University of Arkansas at Fort Smith was established in 1928 as a junior college extension of the public-school system. Most of its history is that of a two-year institution that has operated under several names including Fort Smith Junior College, Westark Junior College, Westark Community College, and Westark College. On December 15, 2000, the respective governing boards of Westark College and the University of Arkansas System entered into an agreement to merge Westark with the System as a four-year, baccalaureate institution. UAFS became a four-year university and joined the UA System on January 1, 2002.

UAFS is one campus with 922 total employees (575 full-time, 347 part-time). Today, UAFS is the third largest of the five universities in the University of Arkansas System and the sixth largest of the state’s four-year institutions.

In the fall of 2015, UAFS offered its first graduate degree, a Master of Science in healthcare administration. In 2019, it launched its second graduate degree, a Master of Education with emphasis areas of English and curriculum and instruction.

The University of Arkansas at Fort Smith is a vibrant mid-sized public university dedicated to breaking the higher education mold by bringing truly transformative, hands-on experiences to every student. From high school seniors to senior professionals, first-generation students to “second chancers”, our goal is to provide a high-quality, future-focused education that honors each student's unique, personal situations and goals. Our tiered approach to learning offers students access to more than 80 degree plans and programs including certificate, associate, bachelor's, and master's degrees. We seek to recruit and retain a diverse workforce as a reflection of our commitment to serve the diverse population of Arkansas, to maintain the excellence of the University, and to offer students richly varied disciplines and perspectives.

The UAFS campus is comprised of 77 buildings and facilities located on 170 beautifully manicured acres and crowned with the Donald W. Reynolds Campus Plaza, Tower, and Campus Green. Students who choose to live on campus may do so in one of two residence hall complexes, complete with a full-service dining center, or the on-campus apartment complex for married students and upper-class students. Campus involvement is encouraged by participation in more than 100 registered student organizations, which includes academic societies, a dynamic Greek life system, intramural sports, and cultural/special interest groups. The UAFS Lions compete in the NCAA Division II Lone Star Conference in men's baseball, women's volleyball, and men's and women's basketball, golf, cross country, and tennis.

Enrollment:

- Fall 2019 – 6,264
- Fall 2020 – 5,887
- Fall 2021 – 5,444
- Fall 2022 – 5,360
- Fall 2023 – 5,514

Location: Fort Smith, Arkansas

Website: <https://uafs.edu/>

1.7 History of Outsourced Services

The following firms have provided custodial services and grounds management at UAFS since 2014:

- SSC Service Solutions / Compass Group USA, Boston, MA, contract term July 1, 2017 – June 30, 2024
- Marcis & Associates, Houston TX, contract term July 1, 2014 – June 30, 2017

The current contract amount (July 1, 2023 – June 30, 2024, excluding sales tax and special projects) for custodial and grounds is:

Custodial	\$ 1,217,007.96
Grounds	\$ 800,673.24

SECTION 2 REQUIRED SERVICES / SCOPE OF WORK

2.1 Objective

The objective of this RFP is to select a single firm to provide the services as defined in this RFP. See Appendix 1 for a list of facilities and properties to be serviced by the awarded Respondent.

The University seeks a firm with proven industry expertise, clear best practices, and one that will help support the core mission of UAFS. It is important for UAFS to select a firm whose workplace culture also supports and promotes its team members.

2.2 Custodial Services

Respondent shall demonstrate qualifications to provide all management, operations, labor, equipment, goods, and supplies necessary to perform professional custodial services to UAFS for all buildings and structures identified in Appendix 1 – UAFS Facilities.

Buildings and structures identified shall be cleaned based upon the designated levels requested. Levels of care are defined through the Association of Physical Plant Administration (APPA) service levels.

See Schedule A - Custodial

2.3 Grounds Management

Respondent shall demonstrate qualifications to provide all management, operations, labor, equipment, goods, and supplies necessary to perform professional grounds management to UAFS for all grounds areas identified in Appendix 1 – UAFS Facilities.

Grounds areas identified shall have their landscape maintained at the APPA Level 2 Ground Care Standard (unless otherwise indicated), as determined by UAFS.

See Schedule B – Grounds Management.

SECTION 3 PROPOSAL RESPONSE

3.1 Qualifications

As part of the proposal response, UAFS is requesting qualifications and experience from firms with an established history of providing high quality and cost-effective methods to manage, operate, and provide the services. The services requested shall include custodial services and grounds management. Demonstrated higher education experience is preferred, and if possible, responses should be structured to highlight experience, clients and/or examples within the higher education sector.

3.2 Statement of Qualifications and Availability to Provide the Services

- A. Provide a brief history of the firm responding including when the firm was established, type of ownership and office locations. If more than one office is listed, indicate the office that will manage the services for the University. If the firm has changed name or ownership within the last five (5) years, indicate the former name.
- B. If applicable, also provide a brief history for any proposed partners or subcontractors identified to provide specific areas of service.
- C. Identify a single point-of-contact who will negotiate for the firm and will be assigned to provide clarifications, proposals or other information necessary during review of the RFP and subsequent processes.
- D. Provide a list of any awards your firm has received within the last three (3) years for managing similar sized custodial services and grounds management for universities comparable to UAFS.
- E. Provide a statement of interest, including a narrative describing the responding firm's unique qualifications as they pertain to the services required. This shall also include information about your processes and procedures to manage each of these areas.
- F. If applicable, also provide the statement of interest and qualifications for any proposed partners or subcontractors identified to provide specific areas of service.
- G. What value added services, if any, can your firm offer UAFS?
- H. Describe the ability of your firm to procure supplies, equipment, and services. Include how your firm has mitigated delays, outages, and challenges with availability over the past twenty-four (24) months.

3.3 Staffing and Key Personnel

- A. Provide an internal organization chart indicating individuals and reporting structure that will be managing services.
- B. Provide an explanation of how your firm reinvests in its programs, including staff, management, and services.
- C. Describe any collaborations your firm has with trade schools, workforce commission, staffing programs, apprenticeship programs, etc. as an avenue to hire and/or develop staff.

3.4 Ability to Address Critical Issues

- A. Provide a description of your firm's emergency readiness plan. Please include an example of a time when you had to activate the plan and provide a client name and contact information that was impacted by use of the plan.
- B. Provide an example, with client name and contact information, of a time a conflict arose with a client and describe the methods your firm used to resolve the conflict.

3.5 Approach to Culture, Diversity, and Sustainability

- A. Provide a description of your firm's approach to collaborating with small and minority businesses.
- B. Provide documentation of "good faith efforts" to provide meaningful participation by local small and minority business enterprises as subcontractors in the performance of this service. Such evidence includes information describing the specific steps undertaken by the firm to reasonably structure the scope of work to maximize opportunities for diverse supplier participation.
- C. Describe your firm's approach to social responsibility and integrating diversity, equity, and inclusion into your employment practices.
- D. Describe your firm's overall sustainability platforms and programs.
- E. Describe your firm's approach to campus sustainability.

3.6 Transition Plan

If the awarded firm is not the University's current service provider, Respondent shall provide sufficient information to fully describe your company's plan to transition all aspects from the current provider by July 1, 2024.

- A. Provide details around the transition of services and include the following at a minimum:
 - Timelines, milestones and key activities
 - Communication, governance, and overall leadership
 - Associate onboarding and recruiting (including reporting structure of front-line associates and how any subcontractors would work)
 - Training and safety plans
 - Additional resources that will be utilized
- B. Provide details regarding proposed benefit packages for transitioning employees and future new hires.
- C. Provide a listing of the top five (5) challenges anticipated during the transition and how your firm plans to mitigate the challenges.

3.7 Pricing and Cost Methodologies

Respondent shall provide information regarding the basis for payment of services within each area as defined in Schedule A and Schedule B. Specific pricing is NOT required or requested at this time as we simply want to

understand your methodologies and plan. Examples of methodology are mentioned below only to illustrate type of information sought but are not intended to be preferred or limiting as we understand there are a multitude of ways to provide pricing for services. Details of Respondent's proposed methodology shall be included.

Examples of pricing methodologies may include:

- Pricing for baseline custodial services:
 - Based upon APPA levels at a gross square foot rate
 - Based upon APPA levels at a gross square foot rate by type of facility
 - Based upon number of anticipated FTEs needed
 - Based upon APPA levels at cleanable square foot rate
- Pricing for additional custodial services:
 - Based on hourly rates for regular and overtime
- Pricing for baseline grounds management:
 - Based upon APPA levels
 - Based upon service functions and anticipated FTEs needed
- Pricing for additional grounds management:
 - Based on hourly rates for regular and overtime

3.8 Lump Sum Price

Use Official Lump Sum Price Sheet.

Lump Sum prices must be for all labor and labor-related costs, supervision, management, overhead, supplies, equipment, transportation, insurance, consumables, and all other costs associated with delivery of the scope of services for each defined area of work.

Do not include sales tax in your lump sum proposal. Cleaning and lawn care services are considered taxable in the State of Arkansas, but sales tax will not be used for evaluative purposes. The Combined Sales Tax rate for Fort Smith is currently 9.5% (6.50% Arkansas state sales tax; 1.00% Sebastian County sales tax; and 2.00% Fort Smith sales tax).

3.9 Start-Up Costs

Respondent shall provide information regarding any start-up costs and how these will be reflected in the proposed annual lump sum amounts of Years 1 – 7.

3.10 Other Contributions

Respondent may also include information on any potential monetary, in-kind contributions, or capital investments available to UAFS if awarded.

3.11 Cost Savings Measures

Respondent may include any cost savings measures they could implement in order to reduce operating costs for both custodial and grounds management.

3.12 Financial Considerations

3.12.1 Financial Outlook and Performance

- A. Provide your firm's financial performance and growth for the previous five (5) years.
- B. Provide your firm's current debt-to-asset ratio.
- C. Is your firm currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- D. Did your firm seek financial assistance during the pandemic via either state/federal funding programs or through commercial financial institutions? If yes, please describe to what extent.
- E. Is your firm currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- F. Can your firm deliver the services requested within this RFP without risk of bankruptcy?
- G. Is your firm publicly traded or privately held? If publicly traded, provide a copy of the most recent annual report. If privately held, provide information of the nature that a public firm is required to include in its annual report, including the most recent full year audited financial statements. Both publicly traded and privately held firms must disclose any recent changes in its financial position of substance not reflected in these reports.

3.12.2 Ability to Provide Services

- A. Provide any details of all past or pending litigation or claims filed against your firm that would affect your firm's performance under a contract with the Owner.
- B. Provide a list of any accounts equal to or larger than \$5,000,000, in any of the service categories, or combined service categories, that your firm has lost in the past five (5) years

3.13 Price Adjustment for Multi-Year Contracts

Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of Client. Price change requests shall be a factor in the Agreement extension review process. Client shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of Client.

3.14 Insurance

The Vendor shall provide at its own expense, and maintain during the existence of this agreement, the following policies of insurance in connection with the operation of the services identified in this RFP.

- 1) Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- 2) Comprehensive General Liability Insurance subject to \$3,000,000 limits.
- 3) Property Damage Liability Insurance in the amount of \$1,000,000.
- 4) Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

At the request of University of Arkansas at Fort Smith, the Vendor shall obtain and deliver certificates evidencing such insurance from its insurers. The Vendor shall save University of Arkansas at Fort Smith harmless from claims which may arise in connection with the operation of the bookstore facilities specified herein and sales of products or performance of any service under this contract or injuries or death caused by Vendor's vehicles on

the University premises, except for claims caused by University of Arkansas at Fort Smith or any of its employees, agents or representatives, for which University of Arkansas at Fort Smith shall save the Vendor harmless.

The Vendor's insurance policies shall name University of Arkansas at Fort Smith as an additional insured and loss payee, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured and shall contain covenants requiring thirty (30) days written notice to University of Arkansas at Fort Smith before cancellation, reduction, or other modification of such coverage. These policies shall be primary and noncontributing with any insurance carried by University of Arkansas at Fort Smith and shall contain a severability of interest clause with respect to gross liability, protecting each named insured as though a separate policy has been issued to each.

3.15 Company References

Respondents shall provide three (3) references, preferably from institutions of higher education in which similar services and scope are provided. Each reference shall include the following information at a minimum:

- Company name
- Contact person name and title
- Contact phone number and email address
- General description of the scope and services provided
- Terms of contract, to include start and end of initial term and if any extensions/renewals

OFFICIAL LUMP SUM BID PRICE SHEET

BID NAME: Custodial and Grounds Management

BID NUMBER: AX-24-003

BID DUE DATE/TIME: January 30, 2024 2:00 p.m. CST

The annual lump sum price shall include all labor, materials, overhead, tools, equipment, transportation, profit, insurance, and all other incidentals to cover the finished work. The annual lump sum price excludes applicable sales or use taxes and special projects.

<p>Custodial Services Proposed Annual Lump Sum Amount (indicate if this amount includes any start-up costs)</p>	<p>\$</p>
<p>Grounds Management Proposed Annual Lump Sum Amount (indicate if this amount includes any start-up costs)</p>	<p>\$</p>
<p>Total Annual Proposed Amount*</p>	<p>\$</p>

*Total proposed amount is for year one of any agreement resulting from this Request for Proposal. Use additional sheets or attachments to support your proposal if needed.

Company Name _____

Print Name and Title _____

Signature of Authorized Person _____

Date _____

**SECTION 4
INSTRUCTIONS FOR RESPONDENTS**

4.1 General Information

Proposals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 180 days from the date of submission and may be subject to further extensions as negotiated. This RFP contains specific requests for information. Respondents are encouraged to examine all sections of this RFP carefully. Respondents are encouraged to provide any additional information they believe relevant.

4.2 Submission Instructions

To be considered, proposals must be received no later than **2:00 p.m. CST on January 30, 2024**

One (1) hard copy; one (1) digital (complete) copy on thumb drive; and one (1) digital (redacted) copy on thumb drive should be mailed directly to UAFS, Attn: Lance Killough, 5210 Grand Avenue, Fort Smith, AR 72904. If using USPS, the mailing address is PO Box 3649, Fort Smith, AR 72913.

4.3 Inquiries and Interpretations

The contract administrator and liaison for all matters concerning this contract is Lance Killough, Assistant Director of Procurement & Contracts Manager. Inquiries related to the RFP should be directed to the attention of Lance Killough via email at lance.killough@uafs.edu by the date established in the Anticipated RFP Timetable. Any clarification given to a prospective bidder will be furnished in writing to all prospective bidders as an addendum if such information modifies these specifications or is deemed to be necessary for responding to this RFP.

4.4 Acknowledgement of Addenda

Bidders are responsible for checking the UAFS Procurement website for addenda and acknowledge any addenda in their proposal. Every effort will be made to email any addenda to individual proposers who have specifically expressed interest in this RFP to lance.killough@uafs.edu, but ultimately this is the responsibility of each bidder.

4.5 Evaluation Criteria

The selection of a service provider under this contract shall be based on the University’s assessment of the ability of the Vendor to provide the services enumerated in this RFP and the costs associated with providing these services. The following point scale shall be followed in evaluating proposals:

	<u>Maximum Points</u>
Vendor has established history of providing high quality and cost effective methods for providing services that meet or exceed the specifications outlined in this RFP.....	20
Vendor shows proven industry experience in providing services of similar nature and scope, within an educational environment comparable to UAFS.....	20

Vendor provides clear, detailed plans for the transition and start-up phase to accomplish the complete scope of work.....	15
Vendor demonstrates a workplace culture that supports and promotes team members; in addition to supporting the core mission of UAFS.....	10
Other.....	5
Price proposal.....	30
	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/>
TOTAL	Maximum 100 points

Proposals that are substantially incomplete or lack key information will be rejected. The University reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary.

4.6 Oral Presentation / Demonstrations

The University reserves the right to require selected bidders to make a formal online presentation to an evaluation committee. Presentations will be limited to no more than one hour.

4.7 Financial Consideration Proposal Score

All charges associated with the work to be performed shall be included on the price proposal and shall be valid for 90 days following the bid opening. The University will not be obligated to pay any costs not identified on the Bidder’s price proposal. Any cost not identified by the Vendor on the price proposal, but subsequently incurred, will be borne by the Vendor.

- Cost points will be assigned on the specific component basis as reflected on the price proposal, 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 Bidder 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 Bidder.

4.8 Proposal Checklist

This standardized checklist has been provided to assist the Respondent with the submission of their proposal package. This checklist cannot be construed as identifying all required submittal documents for this project.

Respondents remain responsible for reading the entire Proposal document to ensure that they will be compliant.

Submittals shall include:

- 1) One (1) hard copy; one (1) digital (complete) copy on thumb drive; and one (1) digital (redacted) copy on thumb drive
- 2) Introductory letter
- 3) Proposal detailing ability and experience related to Required Services / Scope of Work
- 4) Describe services of similar nature and scope in an educational environment comparable to UAFS
- 5) Current contracts with state agencies or educational facilities
- 6) A minimum of three (3) references, preferably from institutions of higher education in which similar services and scope are provided
- 7) Sample contract or copy of past agreement (preferably with Arkansas higher education)
- 8) Details of Respondent's proposed pricing and cost methodologies
- 9) Official Lump Sum Price Sheet
- 10) Bid Signature Page Certifications
- 11) Proof of current professional liability insurance coverage
- 12) Any exceptions to the proposal, including any exceptions to State or Contract Requirements
- 13) Copy of EO Policy
- 14) Contract and Grant Disclosure and Certification Form

4.9 Intergovernmental/Cooperative Use of Competitively Bid Proposals and Contracts

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

4.10 Minority and Women-Owned Business (MWOB) Policy

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

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

A. 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

B. 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.

SECTION 5 CONTRACT REQUIREMENTS

Vendors must note in their response if they take exception to any State or Contract requirements outlined in this RFP.

TERMINATION AND ASSIGNMENT

The contract awarded in response to this RFP may be terminated by either party by giving the other not less than 60 days written notice of intent to terminate as of the date specified.

The contract will not be assignable without prior written consent of the University and the Vendor. Any attempted assignment without such consent shall be void and of no effect.

If the Vendor receiving the award for the contract is subsequently purchased by another Vendor, this will be considered an act of assignment and the University will have the option to accept the assignment or terminate the contract with 60 days written notice. The assignment Vendor must offer same or equivalent services as contract stipulates.

CONTRACT EXECUTION DEADLINES

Due to recent Arkansas mandates that require legislative review and approval of certain contracts, the University cannot agree that any contract is void if not fully executed by a vendor-established deadline. The University will ensure that all reasonable efforts are made to process the award as quickly as possible.

FORMATION OF THE AGREEMENT/CONTRACT

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

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

Because the University may use alternative (A) above, each Bidder should include in its proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

CONTRACT TERMS AND CONDITIONS

This RFP shall govern any contract issued resulting from the RFP. Additional or attached terms and conditions, which are determined to be unacceptable to the University, may result in the disqualification of your proposal. Examples include, but are not limited to, indemnification statements, subjugation to the laws of another state, and limitations on remedies. If the Vendor submits standard terms and conditions with the proposal, and if any of those terms and conditions conflict with the laws of the State of Arkansas, the State laws shall govern.

The contents of this RFP will be incorporated into the final contract documents. The following order of precedence shall apply:

1. Agreement
2. Proposal
3. RFP

STANDARD OF PERFORMANCE

The Vendor shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices of providing the described services. Instances of poor performance by the Vendor will be documented and submitted to the Vendor for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP and shall be grounds for immediate termination of the contract. A review meeting will be held between the Vendor and the University when documented instances of poor performance occur and a plan for corrective action agreeable to both parties will be drafted and implemented. The University retains the absolute right to assess whether and when performance is subsequently acceptable.

APPROVAL BY ARKANSAS GENERAL ASSEMBLY

Bidders agree and understand that, if awarded a contract as a result of this RFP, approval of the resulting contract or any amendments to the contract may be subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. Bidders further agree that in the event such legislative review or approval is not granted or is otherwise withheld, any award under this RFP shall terminate automatically with no penalty to University of Arkansas at Fort Smith.

LIABILITY

Pursuant to Article 12, § 12 of the Arkansas Constitution, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents, and designated representatives acting within the official scope of their position.

GOVERNING LAW AND VENUE

The laws of the State of Arkansas shall govern in connection with the formation, performance, and the legal enforcement of any resulting contract. The place of execution and venue governing the resulting agreement is Pulaski County, Arkansas. All matters relating to the validity, construction, interpretation, and enforcement of the agreement shall be determined in Pulaski County, Arkansas.

SOVEREIGN IMMUNITY

The University is an instrumentality of the State of Arkansas and is entitled to sovereign immunity. The parties agree that all claims, demands or actions for loss, expense, damage, liability or other relief, either at law or in equity, for actual or alleged personal injuries or property damage arising out of or related to the agreement by the University or its officers, employees, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas. With respect to such claims, demands, or actions, the University agrees that: (a) it will cooperate with the Vendor in the defense of any claim, demand or action brought against the Vendor seeking the foregoing loss, expense, damage, liability or other relief; (b) it will in good faith cooperate with the Vendor should the Vendor present any claim, demand or action of the foregoing nature against the University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing. The obligations of the paragraph shall survive the expiration or termination of the agreement. Nothing in the agreement between the Vendor and the University shall be construed as a waiver of the University's sovereign immunity or the University's right to assert in good faith all claims and defenses available to it in any proceeding.

ATTORNEY FEES

Neither party shall be liable to the other for any payment of attorney fees or costs on any claim, demand or action related to or regarding the validity, construction, interpretation, breach, or enforcement of the agreement.

NOTICE

Notice to the University required or permitted by the agreement shall be effective upon receipt. In addition to any notice provisions specified in the agreement, all notices, requests and other communications required or permitted to be sent under the agreement, including any notice of demand, claim or breach against the University, shall be in writing and shall be delivered personally; or by facsimile (provided such delivery is confirmed); by overnight courier service; or by United States certified mail, postage paid, return receipt requested, to the following address set forth below:

University of Arkansas System
 Attn: Office of General Counsel
 2404 North University Avenue
 Little Rock, AR 72207-3608
 Fax: 501-686-2517

LAWS, LICENSES & TAXES

Without additional expense to the University, the Vendor shall be liable for and pay all applicable federal, state, and local taxes and shall comply with all local laws, ordinances and regulations and shall obtain and pay for any permits and licenses, unless otherwise specified.

PROPRIETARY INFORMATION / OPEN RECORDS

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the State and shall be open to public inspection after proposal opening. It is the responsibility of the bidder to identify all proprietary information. The Vendor should submit one complete digital copy (thumb drive or CD) of the proposal (marked "COMPLETE COPY") and one redacted digital copy from which any proprietary information has been removed, (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. The bidder is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the bidder. If a redacted copy is not received the entire proposal will be open to public inspection with the exception of financial data. If the State of Arkansas deems redacted information to be subject to the FOIA the Vendor will be contacted prior to sending out the information.

PERFORMANCE BASED STANDARDS

Arkansas Public Law 557 of 2015 effective 8/1/15, requires the development and use of performance-based standards, including benchmark objectives, during the term of a service-related contract.

Any resulting contract shall contain performance standards that identify expected deliverables, performance measures or outcomes; and payment shall be contingent on the extent to which the performance standards were met.

FORCE MAJEURE

Both parties shall agree that, by reason of strike or other labor disputes, civil disorders, inclement weather, Acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of agreement.

PARKING

Parking on the University property by the Vendor's employees shall be governed by the same regulations and fees as applied to University employees. The Vendor will also be responsible for the payment of all unpaid fines levied for parking violations of Vendor's employees.

Vendor's employees will be required to procure a faculty/staff parking permit for vehicles to be used on the UAFS campus.

INDEPENDENT CONTRACTOR AND PRICE DETERMINATION

The Vendor is an independent contractor and shall not be deemed for any purpose to be an employee or agent of the University.

The Vendor certifies by entering into and signing a contract with the University that neither it nor its principals is presently debarred, declared ineligible, or voluntarily excluded from participation in this transaction by any State department or agency.

A proposal will not be considered for award if it was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to pricing with any other offeror or with a competitor. In addition, the Vendor is prohibited from submitting multiple proposals in a different form, i.e., as prime bidder and as a subcontractor to another prime bidder.

All pricing will remain firm for each contract period. The Vendor must include a certified statement in the proposal certifying that the pricing was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the Vendor shall assume all costs of this project until such time that a Vendor is selected.

CONTRACT PAYMENT / INVOICES

All invoices shall be forwarded to the UAFS Accounts Payable Office and must show an itemized list of charges by type of service. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by UAFS. The University may not be invoiced in advance of delivery and acceptance of any equipment or service.

STANDARD TERMS AND CONDITIONS – UAFS

UAFS Procurement Services Terms & Conditions may be found at <https://uafs.edu/about/offices-and-services/finance-and-administration/procurement/terms.php>

INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

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

**SCHEDULE A
CUSTODIAL SPECIFICATIONS**

1. Allocation of costs between the parties. Responsibilities of the cost of the items relating to the services are indicated below:

	Contractor	Client
Custodial supplies	X	
Custodial equipment replacement and repair	X	
Paper towels and toilet paper	X	
Hand soaps	X	
Dispensers for hand soap, paper towels, toilet paper, and all restroom/hand washing supplies		X
Plastic liners for waste containers	X	
Waste containers		X
Uniforms (provided to Contractor employees)	X	
Contractor employee background security checks	X	
Vandalism		X
Utilities		X
Internet access		X

2. Contractor shall perform the services at either the APPA 2 and/or APPA 3 specification at each Facility according to the chart set forth below. Prior to the start of the services, the parties shall mutually agree in writing as to which sections of a Facility receive which service level in Facilities with multiple levels.

**SCHEDULE A.1
CUSTODIAL TASK FREQUENCIES**

Routine Cleaning Specifications – ALL CLEANING SPECIFICATIONS & FREQUENCIES ARE BASED ON APPA LEVEL 2								
All Facilities ** to 7'	Daily Five (5) days per week			Weekly		Bi-Weekly		Monthly
Entrances, Lobbies, Hallways, Elevators & Stairs (Resident Living applications – common areas only)	1	Clean elevators (mop tile, vacuum carpet)	16	Spray buff floors	20	Damp mop landings		
	2	Clean water fountains	17	Clean elevator tracks	21	Damp mop stairs		
	3	Dust, spot and damp mop floors	18	Clean interior walls & doors **				
	4	Dust handrails	19	Dust windowsills / high ledges **				
	5	Empty waste cans						
	6	Police (pick up)						
	7	Spot clean carpets						
	8	Spot clean entry glass						
	9	Spot clean exit doors						
	10	Spot clean walls**						
	11	Spot mop stairs and landings						
	12	Sweep outside walks and steps to street						
	13	Sweep stairs and landings						
	14	Vacuum carpets three times						
	15	Vacuum walk off mats						

Routine Cleaning Specifications – ALL CLEANING SPECIFICATIONS & FREQUENCIES ARE BASED ON APPA LEVEL 2

All Facilities ** to 7'	Daily Five (5) days per week		Weekly		Bi-Weekly		Monthly	
Public/Comm on area Restrooms, Showers & Locker Rooms	22	Clean and sanitize fixtures	30	Clean shower walls	31	Clean all vertical surfaces**	32	Scrub floors
	23	Clean horizontal surfaces						
	24	Clean mirrors						
	25	Damp mop and sanitize floors						
	26	Dust mop floors						
	27	Empty and re-line waste cans						
	28	Police (pick up, straighten up)						
	29	Refill dispensers						
Offices	33	Damp mop floors	38	Dust exposed horizontal surfaces				
	34	Dust and spot mop floors	39	Dust vertical surfaces**				
	35	Spot clean carpets	40	Dust windowsills/high ledges**				
	36	Empty and re-line waste cans	41	Spray buff floors				
	37	Vacuum carpets						
Classrooms, Lecture Halls, Libraries & Lounges	42	Align classroom furniture	55	Dust windowsills/high ledges**				
	43	Clean chalkboards	56	Spray buff floors				
	44	Clean exposed horizontal surfaces						
	45	Clean water fountains						
	46	Clean white boards						
	47	Damp mop floors						
	48	Dust mop floors						
	49	Empty waste cans						
	50	Police (pick up)						
	51	Remove dust from erasers						
	52	Spot clean carpet						
	53	Spot mop spills on floors						
54	Vacuum carpets							
Laboratories	57	Clean chalkboards	66	Clean exposed horizontal surfaces				
	58	Clean exposed lab tables surfaces	67	Damp mop floors				
	59	Clean sinks if empty	68	Dust windowsills/high ledges**				
	60	Dust mop floors	69	Spray buff floors				
	61	Empty waste cans						
	62	Remove dust from erasers						
	63	Spot clean carpet						
	64	Spot mop spills on floors						
65	Vacuum							
General	70	Clean custodial closets	77	Stock custodial closets				
	71	Remove ice/snow from entrances to street						
	72	Remove trash to dumpster						
	73	Secure all outside doors						
	74	Secure interior doors found locked upon entry						
	75	Sweep loading docks						
	76	Turn off lights except for exit and security						

Routine Cleaning Specifications – ALL CLEANING SPECIFICATIONS & FREQUENCIES ARE BASED ON APPA LEVEL 3

All Facilities	Daily five (5) days per week	Weekly	Bi-Weekly	Monthly				
Entrances, Lobbies, Hallways, Elevators & Stairs	1	Clean elevators (mop tile, vacuum carpet)	13	Spray buff floors	20	Damp mop landings		
	2	Clean water fountains	14	Clean elevator tracks	21	Damp mop stairs		
	3	Dust, spot and damp mop floors	15	Clean interior walls-doors	22	Vacuum all carpeted areas		
	4	Empty waste cans	16	Dust windowsills/high ledges				
	5	Police (pick up)	17	Dust handrails				
	6	Spot clean entry glass	18	Spot clean carpets				
	7	Spot clean exit doors	19	Spot clean wall to 70"				
	8	Spot mop stairs & landings						
	9	Sweep outside walks & steps to street						
	10	Sweep stairs and landings						
	11	Spot vacuum carpets						
	12	Vacuum walk off mats						
Restrooms, Showers & Locker Rooms	23	Clean & sanitize fixtures	31	Clean shower walls	32	Clean all vertical surfaces	33	Scrub floors
	24	Clean horizontal surfaces						
	25	Clean mirrors						
	26	Damp mop and sanitize floors						
	27	Dust mop floors						
	28	Empty & re-line waste cans						
	29	Police (pick up, straighten up)						
30	Refill dispensers							
Offices	34	Empty and re-line waste cans	35	Dust exposed horizontal surfaces				
			36	Dust vertical surfaces				
			37	Dust windowsills/high ledges				
			38	Damp mop floors				
			39	Spray buff floors				
			40	Vacuum carpets				
Classrooms, Lecture Halls, Libraries & Lounges	42	Align classroom furniture	47	Dust windowsills/high ledges	54	Spot clean carpet	56	Clean erasers
	43	Clean water fountains	48	Spray buff floors	55	Dust mop floors		
	44	Empty waste cans	49	Clean chalkboards				
	45	Spot mop spills on floor	50	Clean white boards				
	46	Police (pick up)	51	Clean exposed horizontal surfaces				
			52	Damp mop floors				
			53	Vacuum carpets				
Laboratories	57	Empty waste cans	59	Clean exposed horizontal surfaces	68	Spot mop spills on floors	69	Clean erasers
	58	Clean exposed lab tables surface	60	Damp mop floors				
			61	Dust windowsills/high ledges				
			62	Spray buff floors				
			63	Clean chalkboards				
			64	Clean sinks if empty				
			65	Dust mop floors				
		66	Spot clean carpet					
		67	Vacuum					

Routine Cleaning Specifications – ALL CLEANING SPECIFICATIONS & FREQUENCIES ARE BASED ON APPA LEVEL 3

All Facilities	Daily five (5) days per week		Weekly		Bi-Weekly		Monthly	
General	70	Clean custodial closets	75	Stock custodial closets	76	Sweep loading docks		
	71	Remove trash to dumpster						
	72	Secure all outside doors						
	73	Secure interior doors found locked upon entry						
	74	Turn off lights except for exit and security						

**SCHEDULE B
 GROUNDS MANAGEMENT SPECIFICATIONS**

	Contractor	Client
Grounds supplies	X	
Grounds equipment, replacement, and repair	X	
Uniforms (provided to Contractor employees)	X	
Contractor employee background security checks	X	
Vandalism		X
Utilities		X
Internet access		X

Grounds Management Specifications

Specifications pertain exclusively to all areas defined as Main Campus only. "Off Campus As Needed" property specifications are identified in Appendix 1 – UAFS Facilities.

Turf Grass (mowing requirement):

- All turf to be mowed weekly based on a 48 cut growing season (plus or minus 2 cuts per season at no add/delete costing based on growth).
- All St. Augustine turf will be mowed at 4.0" during the peak growing season late spring through early fall. Off peak growing will be no less than 3.5" to maintain healthy turf. All turf will be mowed at speeds that do not exceed a fast-paced walk (3.5-4.0 mph;) this will provide the cleanest and most even cut. ***(Slow speeds are best for uniform mowing).***
- All bermudagrass turf will be mowed at 1.5"-2.0" during peak growing season late spring through early fall (overnight temperatures above 70 degrees). During off peak growth, mowing will not exceed 2.5" unless bermudagrass is over-seeded.
- Mixed turf consisting of multiple varieties of grasses. This turf shall be mowed for a consistent look of dominate grass species, typical cut height will not exceed 3.0". In non-irrigated areas and during extended dry periods cut height may be increased to 4.0".
- All turf will be policed for litter before mowing. "No" trash/debris will be mowed over causing larger mess when possible . All foreign debris is to be removed from cut areas before moving to location.
- Contractor representative will establish acceptable threshold for weed presence in lawns. A recommendation is that a lawn be relatively weed free (75% - 90%) and comprised primarily of desirable turf.
- All turf will be mowed with directional patterns alternated each time the turf is cut (left 45, right 45, North, South, East, & West) where applicable. Hard zero turns for directional changes are discouraged where turf will be damaged. The use of three point or tear drop turns is recommended. Difficult to manage areas need to be mowed starting at opposite end to and off center to avoid rutting is required.
- All turf will be cut with a discharge or mulching decks. Turf will be mowed frequently and will only remove 1/3 of the plant per cutting. All clippings will be left in place to supplement turf nutrition and as part of a sustainability of long turn programs. Collection of clippings will be a limited practice and should only occur when debris is unsightly. No visible clumps of mowed turf to be visible after cut -- disperse clippings by blowing, raking or collecting.

- All sidewalks will be maintained weekly and stick-edged every two weeks or second cut, whichever occurs first. Turf appearance after edging should be crisp and “square”. No grass blades should protrude on to walk. Edge of turf will not be angled or chiseled in appearance.
- String trimming around landscape, signs, poles, fence lines, utilities, and other obstacles in the landscape will be done weekly. Where possible and not unsightly, herbicides may be asked to limit trimming in and along these areas, * see herbicide and pre-emergent use and recommendations.
- All roadways with curb will be trimmed weekly and debris removed from roadway. Mowers will be mowed directionally so that discharge is not into street or walks. Areas cared for are not complete till all generated clippings/debris is cleaned up (daily). Excessive organic litter will not be blown back onto cut and detailed lawn areas.
- All hard surfaces will be blown to remove debris. Contractor is responsible for 18” from curb or any litter generated during process.
- Clean up will be timely (before moving to next section of campus) so as to not allow tracking of clipping into facilities.

Turf Fertilization:

- Client will follow the cultural calendar provided by Contractor grounds support for fertilizer applications.
- First fertilizer application in spring will occur during conditions that promote growth and health of turf species and limit undesired or competing plant growth.
- Applications of pre-emergent will happen when ground temperatures reach 55%. This is the optimum time for spring applications. Grass will need to be cut short to allow for good liquid application of pre-emergent and so that herbicide can contact soils and not stay in turf canopy. Irrigation after application will insure good contact with soil. Granular applications will follow same guideline and will be applied in connection with granular fertilization.
- Consecutive applications of fertilizers will follow contract direction and will be detailed in Contractor provided cultural calendar. Second third, and more applications are not to exceed eight weeks duration from each proceeding application. Minimum .5 lbs. of nitrogen (per 1000 sq. ft. with trace potassium and phosphorus applications if required based on soil test). Turf inspection may determine if broadleaf control is needed.
- Fall application will follow cultural calendar as well and will be temperature based. Minimum 1.5 lbs. of nitrogen per 1,000 sq. ft. (34-00-00 minimum 50% slow release) is recommended for grasses species that will go dormant for the winter.

Aeration:

- Lawns will be aerated a minimum of twice per year impacting no less than 10% of soil surface.
- Heavily compacted lawns (where pedestrians frequent three or more aerations may be required).
- Aeration must be performed with a closed hollow tine, minimum 1/2”, and maximum 3/4”.
- Cores to be dragged back into turf.
- Aeration must take place only when turf is actively growing and when there is reduced student activity (spring break / summer / fall break).

Athletic Fields:

- Excluding trash pick-up, grounds management of the UAFS Crowder Baseball Field is maintained by the University within and outside of the baseball field.

Bed Maintenance:

- A rotation chart will be provided for weekly, monthly, and annual bed detail work.
- Weekly detail areas will be listed as primary marketing and must be done every visit.
- Monthly areas will be listed as secondary or common and will receive service on a four- or six-week rotation.
- Annual detail services such as spring cleanup and fall cleanup will be scheduled according to season and weather.
- A 95% weed free environment will be the minimum requirement for all beds. An 85% deadheaded flower bed will be the minimum requirement for all color.
- Treatment of weeds with labeled herbicides more than 3" (HxW) must be pulled/removed after three days.
- Herbicide treatment of tree rings, roadsides, and bed edges will be executed in spring. Shovel cutting of these edges will be done two weeks after treatment to remove brown edge.
- Spot treatment and the use of herbicides (pre & post) to control weeds will occur on a weekly basis as needed.
- Spring mulching will be determined by weather conditions with a light touch up in August just prior to school commencement. Minimum of 2" but no more than 3.5" of mulch in all beds but no more than 1" near trunk. Mulch must be double milled hardwood bark or similar. No chunks larger than 3".

Management of Mulch/Compost (in ornamental beds and tree rings):

- All mulched/composted beds and tree rings shall maintain a fresh, neat, crisp look and be weed free. Mulch shall be added to / replaced annually.
- All mulched / composted beds where applicable shall maintain a clean defined edge that separates lawn from bed / tree ring.
- Mulching / cultivating shall take place during the dormant season or as needed.
- Beds will be periodically edged mechanically during the active growing season to ensure encroachment of lawn does not occur. Minimum edging once per month.

Mulch Depth:

- A minimum depth of 2" of mulch and a maximum of 3" is acceptable for shrubs and tree rings.
- Perennials shall have no more than 1" of mulch.
- Grounds cover should only receive mulch only when soil is exposed. Once grow in is complete, mulching shall cease.
- Beds / tree rings shall remain weed free through means of mechanical weeding, pre-emergent and post-emergent herbicides following IPM protocol.
- Ornamental trees and shade trees can be lightly cultivated to within 12" of truck.
- Debris created during edging and mulching process shall be removed.

Compost Program

- Work with UAFS Plant Operations to develop an on-campus composting program.
- Manage and maintain the composting program.
- Operate woodchipper for the composting program and other potential uses on campus.

Shrub Management Program:

The objective of a shrub management program is to achieve natural and healthy shrubs by species within their defined growing spaces. Particular attention will need to be given to the original design as well as life expectancy of planting.

- All shrubs will be maintained so as not to encroach on walkways or overhead accesses.
- Overgrown shrubs will be dormant pruned in late winter or early spring. This process will require notification be given to leadership due to the visual impact to the landscape's appeal.
- All shrubs not specified as hedges will receive natural pruning and thinning to enhance vigor (not cut leaves).
- Pruning and thinning will be conducted utilizing acceptable horticultural practices with the intent of retaining the plant's natural shape and the original design intent.
- Single specimen, shrub, natural appearance shall maintain natural branching structure of the shrub, pruning only to promote healthy, natural development.
- Pruning of shrubs should create a uniformly dense plant. Shrubs should be pruned only as necessary during the proper season or as seasonal variations occur.
- All pruning of shrubs grown for flowers will coincide with seasonal bloom. Bloom is not to be removed or trimmed off till spent other than seasonal pruning to induce the onset of flower buds for those plants grown for flower displays.
- Plants that bloom on new wood will be pruned just after flowering. This will aid in preserving natural shape and induce flower bud production for the upcoming season.

Fertilizer - balanced fertilizer application will be used a maximum of once per year (mid-spring & mid-summer) at the rate of .05 lbs. actual nitrogen per one thousand sq. ft. per application.

Color:

- Campus will receive a minimum of two-color change-outs per annual cycle (spring/fall).
- Color will be contract grown and will be planned around regular scheduled events.
- Color for special events can be done on an event-by-event basis by proposal, with three weeks minimum lead time.

Fertilization:

- Perennial fertilization should be based on soil tests and recommendations for species.
- A balanced natural organic fertilizer that is low in nitrogen, with equal amounts of phosphorous and potassium applied in the fall at the rate of one lb. actual phosphorus per thousand sq. ft. is adequate.

Hazard Pruning:

- All tree and shrub work pruning up to fifteen feet (15') high throughout campus will be the responsibility of Contractor.
- Trees in the lawn/landscaping area will be trimmed to improve access for mowing and enhance aesthetics of campus landscape. Lifting of canopies will be in scale with three and area use.
- Evergreen trees will be evaluated before any limbs may be removed.

Tree Management (Health/Structure):

The objective of a tree management program is to achieve natural and healthy trees by species within their defined growing spaces. Management is a balance of proper judicial pruning, removal, and replacement with appropriate species selections. Trees are used for many diverse purposes in the landscape – each has its own cultural practice and species choice. There are three main categories of trees (shade, ornamental, and evergreen), each having their own distinct cultural management characteristics.

Shade Trees:

These trees are traditionally in park settings, streetscapes, and landscape space development. Trees used in these applications should be selected because they naturally allow for pruning practices necessary to meet the following:

- Streetscapes, parking lots, and pedestrian paths / walkways will have branches removed to maintain the bottom of the tree canopy approximately eight feet (8') above the grounds. This must be in scale with the tree as it matures.
- Regular removal of crossing branches and acute crotches to maintain canopy strength and reduce canopy sail press from winds.
- Suckers and water sprouts shall be removed as needed (this applies to all trees).
- Pruning shall be completed during late winter or early spring while the plants are dormant. Removal of diseased, dead, or damaged limbs will be removed as they occur. When pruning, disinfecting tools with each tree is mandatory to prevent the spread of any disease.
- Pruning paint will not be permitted.

Ornamental Trees:

These trees are grown for growth habit, foliage, flowers, or decorative bark. Trees used in this application should be selected because they naturally allow for pruning practices necessary to meet the following:

- Pruning requires each that each tree's purpose, growth habit, and desired effect must be studied before pruning starts.
- Heavy pruning to improve overall structure or shape shall be completed in late fall, winter, or early spring when tree is dormant. Removal of diseased, dead, or damaged limbs will be removed as they occur. When pruning, disinfecting tools with each tree is mandatory to prevent the spread of any disease.
- No more than one third (1/3) of the tree's crown shall be removed in any given year.
- Light pruning to improve appearance shall be completed immediately after flowering for flowering trees.
- Regular removal of crossing branches and acute crotches to maintain canopy strength and reduce canopy sail press from winds.

- Suckers and water sprouts shall be removed as needed (this applies to all trees).
- Pruning paint will not be permitted.
- Shearing is not acceptable unless it is the original design intent.

Evergreen or Weeping:

These trees are a combination of shade and ornamental. Shape, purpose, and growth habit need to be assessed. As trees age, pruning practice will vary.

- Maintaining low branching structure at juvenile stage, as tree ages lifting of the canopy may be considered.
- Maintain a 12" buffer between lawn, under-story planting and mulch.
- Regular lacing is needed to remove old needles and dead interior branches.
- Canopy shape and health will require regular pruning during late winter or early spring while the plants are dormant. Removal of diseased, dead, or damaged limbs will be removed as they occur.
- Pruning paint will not be permitted.
- Shearing is not acceptable unless it is the original design intent.

Trunk Type:

Standard single (maintain crown at specific height):

- Maintain a single trunk much like a shade tree. Remove all branches necessary to maintain the bottom of the tree canopy according to design intent or use sound horticultural judgment.

Multi-Stem (maintain crown at specific height):

- Preserve 3, 5, or 7 major stems from the base of the plant. Remove all limbs necessary to maintain the bottom of the tree canopy according to design intent or use sound horticultural judgment.

Pruning Liability:

Contractor is responsible for pruning from ground to a maximum of fifteen feet (15') and that which can be pruned with a pole pruner / pole power saw while standing on ground is required. Contractor is not responsible for pruning any trees that require a ladder or lift.

Fertilization (optional for established trees greater than 8" DBH unless nutrient deficiency visible), application of a balanced organic fertilizer shall be applied to all trees smaller than 8" DBH twice per year (mid-spring U mid-summer). Amount of fertilizer to be applied is a minimum of one-pound actual nitrogen per thousand square feet each application. It is to be evenly dispersed throughout the base of the canopy inside the drip line. Liquid injection is an acceptable method of applying fertilizer / micronutrients in the case of identified nutrient deficiency only.

Deep root fertilization in combination with soil aeration is acceptable as well. A natural organic fertilizer combined with compost, sand, or other aggregate material with a mix ratio of 1 to 1 shall be used. Aeration method will be a 2" auger bit – minimum depth of 18". Drilling will be on 18" centers starting at three feet from trunk and working a minimum of two rings beyond the drip line. This may be required if it is determined that soil oxygen / carbon dioxide ratios are not in balance in the soil.

Inspection for Insects and Diseases

The development of an Integrated Pest Management (IPM) will be established for the control desired by Client and mutually agreed by Contractor.

- Controls will be done based on event, outbreak, and proposal.
- General monitoring shall be conducted for the presence of insects and diseases. When insects or diseases become evident, an action plan for control / eradication shall be implemented. This may include any of the following: biological control, mechanical control, or the use of labeled pesticides. Blanket control will be allowed only when documented evidence including previous years' records warrant.

Soil Test:

Soil testing must be base lined at the establishment of this account. A minimum of 10 soil test samples taken in both shrub beds and lawns in various areas must be conducted. Soil tests must include nutrient (Macro), pH, organic matter, particulate sizing and soil classification. After initial test, recommendations to amend soil needs will be detailed and approved by Contractor grounds support staff. If requested, will be reviewed with a Client representative. Soil testing must be conducted every other year with shared results and recommendations.

Task Frequency: Schedule 2B sets forth the task frequencies for grounds management. In case of a discrepancy between the language in Schedule 2A and the task frequencies in Schedule 2B, the task frequency shall govern.

Snow and Ice Removal:

- 1) Contractor employees will plow snow at inception of snowfall until the Client campus is cleared with reasonable time allowed for rest periods. Contractor shall commence snow plowing services when snow accumulation reaches two (2) inches. If snow accumulation is less than two (0-2) inches, Contractor shall initiate a de-ice service if snow or ice is accumulating, and in some cases, pre-treatment may be needed. During the time periods when Contractor employees are removing snow and are not performing routine maintenance/grounds tasks, work order completion during these time periods may be delayed.
- 2) Contractor shall provide the first \$5,000.00 of snow and ice melt products annually and Client shall pay for any snow and ice melt product needs above that amount. Client shall provide proper storage space (indoor or out based on volume).
- 3) Any and all equipment and/or third-party contractors required for excessive snow removal that cannot be handled by typical equipment used daily in maintenance and grounds operations is the fiscal responsibility of Client. In addition, if snow accumulates to a depth which prevents Contractor from providing proper ingress and egress as well as enough areas in Client parking lots, a third-party contractor shall be required to remove and haul the snow away or relocate on site (whichever may be more cost effective) at the fiscal responsibility of Client.
- 4) If snow accumulation reaches a point that it must be removed from roofs of any structures, the Contractor will not be responsible for labor or supplies. In lieu of Contractor self-performing, Contractor will supply bids for a third-party contractor that is equipped to properly remove snow per OSHA and safety standards and will be the fiscal responsibility of the Client but managed by Contractor.
- 5) Icicle removal from building eaves is required. Contractor's employees may remove any icicles they can reach from the ground with typical grounds or maintenance equipment such as pole pruners, extended handle tools, but not to exceed two stories. Contractor's employees will not remove icicles from roof level. If Client owns buildings/structures that require icicle removal

from a greater height than that described above, Contractor will supply bids for third-party contractor that is equipped to properly remove icicles per OSHA and safety standards and the cost will be the fiscal responsibility of the Client but managed by the Contractor.

- 6) Client understands that snow plowing, by its very nature, involves pushing a steel blade over the surface of the pavement. If pavement is defective, deteriorated, weakened, frost-heaved, or was installed improperly, the results of this previous damage are more likely to appear after snow plowing. Contractor is not responsible for any damages to pavement, ground cover, landscape lighting, concrete, vehicles, curbs, utilities, or other features of the landscape that are typically encountered when plowing, except due to the negligence of Contractor. Contractor shall endeavor to provide employees for weekend coverage during the winter months to minimize overtime if possible. Snow and ice removal after Contractor employee's normal operating hours will be billed at rate of time and a half of their hourly wage.
- 7) Contractor shall provide assistance as per the Client Snow & Ice Removal Plan set forth in Schedule 2D.

Task Description – APPA Level	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec	Total
Pruning perennials – naturalization, allow to go to seed before cutting											1		1
Grasses – leave inflorescence to remain through winter, cut hard late winter		1											1
Fertilizer – test soil supply only if required based on test results									1				1
Seasonal color/ container gardens													
Installation – 2 rotations					1				1		1		3
Fertilize with Peat Lite mix liquid fertilizer					1		1		1				3
Mulch & leaf removal													
Define & check bed edges, tree rings	1				1	1	1	1	1	1			7
Install mulch – 2-3 inches		1											1
Mulch touch-up / light cultivation					1			1					2
Leaf removal, compost, move to natural woodland or landfill	1		1								1	2	5
Litter removal / pavement													
Pressure washing walks, entrances, other areas as identified				1			1			1			3
Parking lot inspection	1	1	1	1	1	1	1	1	1	1	1	1	12
Waste receptacles, remove refuse	12	12	12	12	12	6	6	8	12	12	12	10	126
Clean waste receptacles	1		1	1	1	1	1	1	1	1	1		10
Police campus grounds, pick up all debris, fallen limbs, etc.	20	18	21	21	23	21	22	24	21	21	20	18	250
Turf fertilization													
Soil test		1											1
Campus lawns				1		1		1					3
Campus lawns – Level 3													0
Aeration / over seed													
Test compaction levels with penetrometer	4 – as needed, especially in heavy traffic areas												4
Core aeration – lawns compacted or activity areas	2 – as needed, based on use/compaction reading												2
Over seed with winter rye or approved perennial rye								1					1

Task Description – APPA Level	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec	Total
Integrated Pest Management – Plant Health Care													
Weed control, all control with herbicide based on threshold													
Campus lawns – high profile areas as designated		Pre			Post	Sedge							
Ornamental beds – high profile areas control – higher threshold				Mechanical – pre & post spot									
Ornamental beds – Level 3, keep weed growth below 6" via mechanical means			Mechanical - post										
Non-vegetation areas				Mechanical – pre & post spot									
Non-vegetation areas – Level 3				Line trim weeds to surface during mow cycle									
Insect control – all control with insecticides based on control threshold													
IPM scouting all turf & ornamental plants for insect activity – catalog	Record all activity by host/population/phenology												
Spot/blanket treatment based on above data, threshold, health													
Track all control measures implemented including IPM/PHC strategy	Maintain acceptable threshold as defined in specification												
Fire ant control													
Fire ant control (general campus – high active areas)		Bait		Spot treat w/ 24 hour knock down									
Disease control													
Monitor environmental conditions/host for potential pathogens – track all control measures implemented including IPM/PHC strategy	Record all activity by host/environment/abiotic/biotic												
Irrigation													
Inspection for operation	Specific months will vary – inspect for uniform distribution, head adjustment, nozzles												
Safety inspection	Specific months will vary – ensure heads @ grade												
Monitor weather/evapo-transpiration rates – adjust controllers appropriately	Conduct during operation season												
Repair and maintenance	Conduct during operation season												

SCHEDULE B.2
OFF CAMPUS AS NEEDED SPECIFICATIONS

- Mowing -- properties will be mowed a maximum of once every two (2) weeks and a minimum of once every three (3) weeks. Turf height will be adjusted by the Contractor grounds manager, but no more than three (3) inches and no less than two (2) inches.
- Edging of walks/curbs -- every other mow cycle but no less than six (6) times per year.
- Weed eating / line trimming -- every mow cycle.
- Shrub trimming -- no less than two (2) times per year, no more than two (2) times per year.
- Tree pruning – broken, damaged, or obstructing branches as deemed necessary for Contractor grounds manager, but nothing above fifteen feet (15) from ground level.
- Weed abatement – no pre- or post-emergent unless deemed necessary by Contractor grounds manager. Weeds in bed areas (defined or not defined) can be kept cut back by mechanical means at the same level as lawn.
- Mulching bid / tree pit definition – not included.
- Fertilization – lawns / trees, shrubs & perennials – not included.
- Leaf removal – blow to curb once in spring to remove from lawns. Collection not included.

SCHEDULE B.3
SNOW & ICE REMOVAL PLAN

I. PURPOSE

The purpose of this document is not to be an all-inclusive procedure of duties. Instead, the document will better unite campus efforts to coordinate the removal of snow and ice on campus to better ensure the safety of students, staff, faculty, and visitors of the University of Arkansas at Fort Smith.

II. SCOPE

This plan describes the coordinated actions of Plant Operations, University Police Department (UPD) and the Contractor who manages the University grounds and custodial functions.

III. RESPONSIBILITIES

A. Contractor

1. Responsible for clearing UAFS sidewalks and building entrances.
2. Will ensure a minimum of four (4) pallets of low-impact, eco-friendly ice melt on site before October annually.
3. Clear UAFS parking lots as required.
4. If required by the Director of Plant Operations, pretreat areas as requested

B. University Facilities Maintenance

1. Assist Contractor as requested to clear sidewalks and building entrances

C. University Police Department

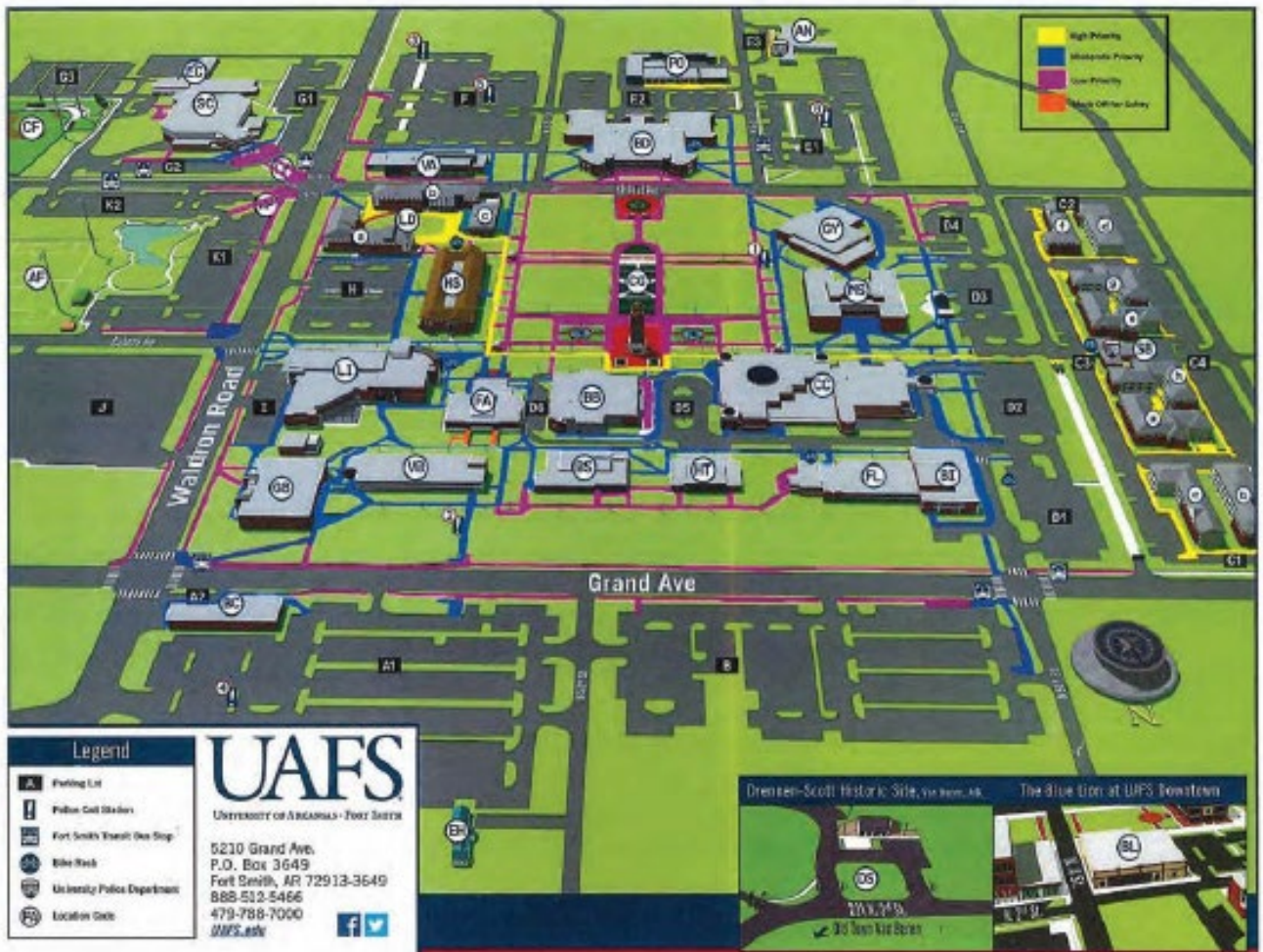
1. UPD will require a status update from Contractor and/or Plant Operations on campus sidewalks, building entrances, and parking lot safety conditions during inclement weather.

IV. PRIORITY FOR SNOW/ICE REMOVAL

The first priority of clearance is ensuring sidewalks and entrances are safe for residential housing, including Lion's Den North, South, Dining Hall, and Sebastian Commons. After residential housing is deemed satisfactory, the clearing of campus sidewalks and entrances of snow and/or ice will consist of starting at the center of campus and moving out in all directions. Depending on events or unforeseen circumstances, the priority removal for snow/ice could change. Note: WHEN CLEARING THE FULLERSON ENTRANCE, ALL NORTH SIDE ENTRANCES MUST BE CLOSED BY MEANS OF CONES AND CAUTION TAPE.

V. PRIORITY MAP

The map below demonstrates the priority of clearance through marked pathways: yellow as high priority, blue as moderate, and pink as low. The priority system is only to streamline our clean-up efforts more efficiently – all campus is a priority for the safety of our students, faculty, staff, and visitors.



APPENDIX 1 – UAFS FACILITIES

BUILDING	GROSS SQ FT	GROUNDS SERVICE LEVEL	CUSTODIAL SERVICE LEVEL
1019 Waldron Road	1951	Main Campus	As needed when utilized AP3
1100 N. 50 Street	Vacant Lot	Off campus as needed	None
1112 N. 50 Street	Vacant Lot	Off campus as needed	None
1113 N. 52 Street	Vacant Lot	Off campus as needed	None
1114 N. 52 Street	1,984	Main Campus	100% AP3
1200 N. 50 Street	Vacant Lot	Off campus as needed	None
406 N. 53 Street	Vacant Lot	Off campus as needed	None
412 N. 53 Street	Vacant Lot	Off campus as needed	None
418 N. 53 Street	Vacant Lot	Off campus as needed	None
421 N. 53 Street	Vacant Lot	Off campus as needed	None
424 N. 53 Street	Vacant Lot	Off campus as needed	None
425 N. 53 Street	Vacant Lot	Off campus as needed	None
430 N. 53 Street	Vacant Lot	Off campus as needed	None
431 N. 53 Street	Vacant Lot	Off campus as needed	None
433 Waldron Road	Vacant Lot	Off campus as needed	None
436 N 53 Street	Vacant Lot	Off campus as needed	None
437 N 53 Street	Vacant Lot	Off campus as needed	None
442 N 49 Street	Vacant Lot	Off campus as needed	None
442 N 53 Street	Vacant Lot	Off campus as needed	None
500 N 49 Street	Vacant Lot	Off campus as needed	None
503 N 49 Street	Vacant Lot	Off campus as needed	None
504 N 49 Street	Vacant Lot	Off campus as needed	None
51 st Annex	16,339	Main Campus	100% AP3
5115 Park Avenue	1,778	Main Campus	As needed when utilized AP3
5205 Park Avenue	Vacant Lot	Off campus as needed	None
522 N 48 Street	Vacant Lot	Off campus as needed	None
522 N 49 Street	Vacant Lot	Off campus as needed	None
523 N 49 Street	Vacant Lot	Off campus as needed	None
530 N 48 Street	Vacant Lot	Off campus as needed	None
530 N 49 Street	Vacant Lot	Off campus as needed	None
5309 Park Avenue	Vacant Lot	Off campus as needed	None
531 N 49 Street	Vacant Lot	Off campus as needed	None
532 N 49 Street	Vacant Lot	Off campus as needed	None
5324 Blackburn	Vacant Lot	Off campus as needed	None
5523 Alabama Avenue	Vacant Lot	Off campus as needed	None
5703 Kinkead Avenue	3,544	Off campus as needed	None
Advancement Center	9,008	Main Campus	100% AP2
Baldor Technology Center	102,000	Main Campus	100% AP2
Ballman Speer	12,466	Main Campus	None - storage
Baseball Press Box / Concession	429	Main Campus	As needed when utilized AP3
Baseball Restrooms	1,296	Main Campus	As needed when utilized AP3
Bell Tower	7,840	Main Campus	None
Boreham Library	68,331	Main Campus	100% AP2

Breedlove	31,683	Main Campus	100% AP2
Business Industrial Institute	24,206	Main Campus	100% AP2
Central Chiller Plant	2,292	Main Campus	None
Drennen-Scott Display Room	256	Off campus – Van Buren	None
Drennen-Scott House Classroom	6,021	Off campus – Van Buren	None
Drennen-Scott Maintenance Bldg.	167	Off campus – Van Buren	None
Drennen-Scott Visitors Center	1,067	Off campus – Van Buren	None
Echols 100	17,216	Main Campus	100% AP2
Echols 200	4,480	Main Campus	100% AP2
Flanders	27,772	Main Campus	100% AP2
Fullerton Administration	26,233	Main Campus	100% AP2
Gardner	37,550	Main Campus	100% AP2
Gymnasium (former Gym)	32,650	Main Campus	100% AP3
Intramural Field House	620	Main Campus	As needed when utilized AP3
Lion's Den North Residence	57,960	Main Campus	Dormitory Levels AP2
Lion's Den South Residence	49,600	Main Campus	Dormitory Levels AP2
Lion's Den Dining	7,000	Main Campus	Food Service Levels AP2
Math Science	82,000	Main Campus	100% AP2
Math Science Greenhouse	1,663	Main Campus	None
Pendergraft Health Sciences	72,230	Main Campus	100% AP2
Physical Plant	27,000	Main Campus	100% AP2
Recreation and Wellness Center	46,000	Main Campus	100% AP2
Sebastian Commons Apts. Bldg 1	25,554	Main Campus	Dormitory Levels AP2
Sebastian Commons Apts. Bldg 2	25,554	Main Campus	Dormitory Levels AP2
Sebastian Commons Apts. Bldg 3	25,554	Main Campus	Dormitory Levels AP2
Sebastian Commons Apts. Bldg 4	25,554	Main Campus	Dormitory Levels AP2
Sebastian Commons Apts. Bldg 5	17,310	Main Campus	Dormitory Levels AP2
Sebastian Commons Apts. Bldg 6	17,310	Main Campus	Dormitory Levels AP2
Sebastian Commons Apts. Bldg 7	17,310	Main Campus	Dormitory Levels AP2
Sebastian Commons Apts. Bldg 8	17,310	Main Campus	Dormitory Levels AP2
Sebastian Commons Lease Office	3,289	Main Campus	100% AP2
Smith Pendergraft Campus Center	83,000	Main Campus	100% AP2
Stubblefield Center	80,766	Main Campus	100% AP2
Vines	24,858	Main Campus	100% AP2
Windgate Art & Design	58,000	Main Campus	100% AP2
Wilhauf House	2,646	Off campus – Van Buren	None

APPA CUSTODIAL STANDARDS

Under the Association of Physical Plant Administrators (APPA) there are five levels of cleaning. Please reference below for standards for each level.

Level 1 – Orderly Spotlessness

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

Level 2 – Ordinary Tidiness

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

Level 3 – Casual Inattention

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

Level 4 – Moderate Dinginess

- Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is an obvious buildup of dirt and/or floor finish in corners and along walls.
- There is a dull path and/or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks or splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks.
- Lamp fixtures are dirty, and some (up to 5 percent) lamps are burned out.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked.
- Trash containers smell sour.

Level 5 – Unkempt Neglect

- Floors and carpets are dull, dirty, dingy, scuffed, and/or matted. There is a conspicuous buildup of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.
- Light fixtures are dirty with dust balls and flies. Many lamps (more than 5 percent) are burned out.
- Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.

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 generated between servicing 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 snowmelting 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 2 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 safety, function, or appearance is in question. **INSPECTIONS.** Inspection should be conducted by some staff member at least once a day when regular 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 recommended.
- **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 required 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 replaced 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 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.

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 safety 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. **3 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.

BID SIGNATURE PAGE
AX-24-003 CUSTODIAL AND GROUNDS MANAGEMENT

The undersigned affirms they are duly authorized to execute any resulting contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of the University of Arkansas at Fort Smith prior to the official review of this bid.

RECEIPT OF THE FOLLOWING ADDENDA ARE HEREBY ACKNOWLEDGED (LIST ALL / ANY ADDENDA)	CONFIRMATION OF REDACTED COPY									
ADDENDUM NO. _____ ADDENDUM NO. _____ ADDENDUM NO. _____	<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.									
MINORITY AND WOMEN-OWNED DESIGNATION										
<table border="0"> <tr> <td><input type="checkbox"/> Not Applicable</td> <td><input type="checkbox"/> American Indian</td> <td><input type="checkbox"/> Service-Disabled Veteran</td> </tr> <tr> <td><input type="checkbox"/> African American</td> <td><input type="checkbox"/> Hispanic American</td> <td><input type="checkbox"/> Women-Owned</td> </tr> <tr> <td><input type="checkbox"/> Asian American</td> <td><input type="checkbox"/> Pacific Islander American</td> <td></td> </tr> </table>		<input type="checkbox"/> Not Applicable	<input type="checkbox"/> American Indian	<input type="checkbox"/> Service-Disabled Veteran	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women-Owned	<input type="checkbox"/> Asian American	<input type="checkbox"/> Pacific Islander American	
<input type="checkbox"/> Not Applicable	<input type="checkbox"/> American Indian	<input type="checkbox"/> Service-Disabled Veteran								
<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women-Owned								
<input type="checkbox"/> Asian American	<input type="checkbox"/> Pacific Islander American									

Pursuant to Arkansas law, a Vendor must submit the below certifications prior to entering into a contract with a public entity for an amount as designated by the applicable laws.

- Israel Boycott Restriction:** For contracts valued at \$1,000 or greater. A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in a boycott of Israel. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- Illegal Immigrant Restriction:** For contracts exceeding \$25,000. No state agency may enter into or renew a public contract for services with a contractor who employs or contracts with an illegal immigrant. A contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at, or exceeding, \$75,000. A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry. If a company does boycott any of these industries, see Arkansas Code Annotated § 25-1-1102.

By signing this form, the contractor agrees and certifies that it does not, and shall not for the remaining aggregate term of the contract, participate in the activities checked below:

- Do not boycott Israel.
- Do not employ illegal immigrants.
- Do not boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.

Name of Vendor/Contractor	
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Contractor Signature	Date
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EQUAL OPPORTUNITY (EO) POLICY
AX-24-003 CUSTODIAL AND GROUNDS MANAGEMENT

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal, request for qualifications, or negotiating a contract with the State for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Submitting the EO Policy is a one-time requirement. The University of Arkansas at Fort Smith Procurement Department will maintain a database of policies or written responses from bidder.

NOTE: This is a mandatory requirement when submitting an offer as described above.

Please complete this form and include policy with your bid.

Should you have any questions regarding this requirement, please contact this office by calling (479)788-7073.

REQUIRED EQUAL OPPORTUNITY POLICY INFORMATION (to be completed by businesses or person submitting response)

Check appropriate box:

- EO Policy attached**

- EO Policy previously submitted to UAFS Procurement Department**

Company Name _____

Print Name and Title _____

Signature of Authorized Person _____

Date _____

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ **Title** _____ **Date** _____

Vendor Contact Person _____ **Title** _____ **Phone No.** _____

Agency use only:

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