



UNIVERSITY OF
CENTRAL
ARKANSAS™

PROCUREMENT OFFICE
201 Donaghey Avenue
Wingo Hall 113
Conway, AR 72035

REQUEST FOR PROPOSAL RFP# UCA-23-033

CUSTODIAL SERVICES

**PROPOSALS MUST BE RECEIVED BEFORE:
10:00 A.M. Central Time on February 28, 2023**

Proposal Delivery and Opening Location:
University of Central Arkansas
Procurement Department
201 Donaghey Ave. Wingo Hall 113
Conway, AR 72035

**PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE.
THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE
PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF
PROPOSAL OPENING AND COMPANY'S RETURN ADDRESS**

RFP Issued by: Procurement Department
University of Central Arkansas
201 Donaghey Ave. Wingo Hall 113
Conway, AR 72035

Mandatory Pre-Proposal Meeting and Campus Tour:

***TOUR DATE: January 31, 2023 @ 1:30 p.m.**

***TOUR MEET SITE: WINDGATE PERFORMANCE CENTER PARKING LOT OFF
DONAGHEY AVENUE.**

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Section 1: INFORMATION FOR BIDDERS

1.1 BACKGROUND

Founded in 1907, University of Central Arkansas is one of the best and most affordable options for higher education in the South. The university strives to provide strong academic programs to meet the diverse needs of those it serves. Located in Conway, Arkansas, “The City of Colleges,” the university's bustling, Georgian-style campus is among the most beautiful in the region.

In fall 2021, more than 10,000 students from seventy-seven (77) different countries, forty-nine (49) states, and every county in Arkansas were part of UCA's diverse community. The university is large enough to offer academic diversity, yet small enough to show personal interest and support. The student-to- professor ratio at UCA is 15 to 1. Students engage in research and publication opportunities at the undergraduate level that most students don't have until graduate school.

UCA offers more than eighty (80) undergraduate degree programs, thirty-three (33) master's degrees, and six (6) doctoral degrees. UCA offers programs of study in five (5) different colleges – the College of Arts, Humanities, and Social Science, the College of Business, the College of Education, the College of Health and Behavioral Sciences, and the College of Natural Sciences and Mathematics. Each college offers different opportunities to learn and grow.

The university's Honors College is nationally known for its unique, challenging curriculum. The Honors College offers small, discussion-based seminars, close student-faculty relations, funding for travel abroad and internships. UCA Honors College students have a 100 percent acceptance rate to law school.

The mission of the University of Central Arkansas is to maintain the highest academic quality and to ensure that its programs remain current and responsive to the diverse needs of those it serves. A partnership of excellence among students, faculty, and staff is a benefit to the global community. The university is committed to the intellectual, social, and personal development of its students; the advancement of knowledge through excellence in teaching and research; and service to the community. As a leader in 21st-century higher education, the University of Central Arkansas is dedicated to intellectual vitality, diversity, and integrity.

Note: **Campus:** 356 total campus acreage / 124 campus buildings and facilities / 3,242,632 building square feet maintained.

1.2 Purpose AND INTENT

The University of Central Arkansas (the “University”) is issuing this Request for Proposal (“RFP”) for the purpose of seeking vendors to provide “Custodial and Cleaning Services for various buildings, houses and apartment complexes but not limited to those

located on the University campus. Additional locations may be added as needed with cost to be negotiated.

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

The contract will be awarded to the vendor, firm, contractor, offeror who best satisfy all of the Universities needs at optimum cost and service performance. Cost will not be the sole criteria for determining the contract award. Vendors shall state the purchase price of each individual line item on the Official Bid Price sheet. The University shall issue a firm, fixed-price contract for the services resulting from this RFP which must remain firm during the contract period.

1.3 Issuing Officer

Cassandra McCuien-Smith, Director of Procurement
Phone: (501) 450-3173 Fax: (501) 450-5020
Email: cmccuien@uca.edu

The Issuing Officer is the sole point of contact from the date of release of this request for proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should contact the Issuing Officer.

1.4 Contract Administrator and Project Officer

Adam Hensley, Recycling & Custodial Services Manager
Phone: 501-450-5386
Cell: 501-514-4302
Email: ahensley@uca.edu

1.5 Anticipated Procurement Timetable

RFP Issued: January 20, 2023

Mandatory Pre-Proposal Meeting and Campus Tour:

***TOUR DATE: January 31, 2023 @ 1:30 p.m.**

***TOUR MEET SITE: WINDGATE PERFORMANCE CENTER PARKING LOT OFF DONAGHEY AVENUE.**

Questions emailed/faxed: February 3, 2023

Answers emailed/faxed: February 7, 2023

Public Opening of Proposals: February 28, 2023

Evaluation Complete: March 6, 2023

Interviews if necessary: March 14, 2023

Contract negotiations: March 6, 2023

ALC & UCA Board Approval if required: May 2023

Contract Start: July 1, 2023

Section 2: SCOPE

2.1 SCOPE OF WORK

Cleaning standards: APPA Custodial Appearance Level 2- Ordinary Tidiness General (corridors, waiting areas etc.) and Office Areas.

These services are to be performed between the hours of 4:00 PM and 12:00 PM Monday through Friday. These services include classrooms, offices, conference rooms, corridors, waiting areas, laboratories (labs) and performance halls located in the buildings.

2.1 Services Performed Daily

2.1.1 Empty all waste receptacles and reline as needed (if liquid in trash can, reline all containers a minimum of 1 time per week).

2.1.2 Remove trash to designated area.

2.1.3 Vacuum all traffic lanes.

2.1.4 Dust mop all common areas.

2.1.5 Spot clean all entrances door glass

2.1.6 Clean all drinking fountains.

2.1.7 Spot clean and vacuum carpet as needed.

2.1.8 Disinfect any high touch areas

2.2 Services Performed Three (3) Times Per Week

2.2.1 Dust mop/sweep all hard floors and spot mop.

2.2.2 Spot clean all light switches, walls, and doors as needed.

2.2.3 Hand dust and wipe clean with damp or treated cloth all fixtures, windowsills, and all other horizontal surfaces, wash windowsills when necessary.

2.2.4 Clean classroom desks/tables.

2.3 Services Performed Once Per Week

2.3.1 Auto scrub hard floors.

2.3.2 Spot clean all carpets.

2.3.3 Wash all restroom partitions.

2.3.4 Sweep and mop all stairwells inside of building.

2.3.5 Sweep and clean outside stairwells of building.

2.3.6 Fully vacuum all carpets.

2.3.7 Vacuum and/or whisk upholstered chairs and couches, wipe plastic and leather furniture.

2.4 Services Performed Monthly

2.4 Services Performed Monthly

- 2.4.1 Dust air vents, ledges, Venetian blinds, baseboards, and high areas.
- 2.4.2 In offices that have ceiling fans, they are to be dusted.
- 2.4.3 Wipe clean all vertical furniture surfaces.
- 2.4.4 Remove spider webs.

2.5 Services Performed Biannually

These services are to be performed after 5:00 PM or weekends

- 2.5.1 Clean and wax recital hall stage floor.

2.6 Services Performed Annually

These services are to be performed after 5:00 PM or weekends:

- 2.6.1 Steam clean traffic lanes of carpeting.
- 2.6.2 Scrub and coat all concrete and ceramic flooring.

2.7 Services Performed When Necessary

- 2.7.1 Steam clean carpet in individual offices or conference rooms.
- 2.7.2 Disinfect areas.

Public Areas

2.8 Services Performed Daily

These services are to be performed between the hours of 4:00 PM and 12:00 PM Monday through Friday. These areas include but not limited to, elevators, hall walls, break rooms, and restrooms located in the buildings.

- 2.8.1 Clean and disinfect all drinking fountains, vending machines, tabletops, chairs, counter tops, and sinks in the breakroom facilities.
- 2.8.2 Dust all furniture, fixtures, and baseboards.
- 2.8.3 Vacuum all carpeted areas.
- 2.8.4 Spot clean all hard surface floors.
- 2.8.5 Maintain all public areas by policing trash.
- 2.8.6 Spot clean stains, all fingerprints from doors, frames, light switches, push/kickplates and handles.
- 2.8.7 Spot clean all interior glass, entrance doors, partitions and side lights.
- 2.8.8 Spot clean stains on carpets.
- 2.8.9 Sweep and/or vacuum entrance mats.
- 2.8.10 Dust mop all hard surfaces floors.
- 2.8.11 Vacuum furniture.
- 2.8.12 Disinfect all high touch areas.

Art Areas (Ceramics, Sculpture, Metal Working Etc.)

2.9 Services Performed Daily

These services are to be performed between the hours of 4:00 PM and 12:00 PM Monday through Friday.

- 2.9.1 Clean and disinfect all drinking fountains, vending machines, tabletops, chairs, counter tops, and sinks.
- 2.9.2 Dust all furniture, fixtures, and baseboards.
- 2.9.3 Vacuum all carpeted areas.
- 2.9.4 Spot clean all hard surface floors.
- 2.9.5 Spot clean stains, all fingerprints from doors, frames, light switches, push/kickplates and handles.
- 2.9.6 Spot clean all interior glass, entrance doors, partitions and side lights.
- 2.9.7 Spot clean stains on carpets.
- 2.9.8 Sweep and/or vacuum entrance mats.
- 2.9.9 Dust mop all hard surfaces floors with treated dust mop.
- 2.9.10 Disinfect all high touch areas.

2.10 Services Performed Weekly

These services are to be performed between the hours of 4:00 PM and 12:00 PM Monday through Friday.

- 2.10.1 Floors in ceramics room should be scrubbed and fully mopped weekly.
- 2.10.2 Other hard floors in these areas should be scrubbed when needed and mopped weekly.

Rest Rooms

2.11 Services Performed Daily

These services are to be performed between the hours of 4:00 PM and 12:00 PM Monday through Friday.

- 2.11.1 Empty and sanitize all receptacles and sanitary disposals.
- 2.11.2 Thoroughly clean and wipe toilets with disinfectant.
- 2.11.3 Replace trash can liners.
- 2.11.4 Sweep and wet mop floors with disinfectant.
- 2.11.5 Clean all mirrors, light work, and enameled surfaces.
- 2.11.6 Scrub all fixtures using a cleaner to remove all stains.
- 2.11.7 Disinfect all basins, urinals and bowls using a non-abrasive cleaner.
- 2.11.8 Clean and disinfect all metal fixtures, hinges and piping.
- 2.11.9 Remove spots and stains from metal partitions, walls, and outside surfaces of all dispensers and soap dishes.
- 2.11.10 Restock restrooms with all necessary supplies as needed.
- 2.11.11 Disinfect all hard surface areas.

2.12 Services Performed Weekly

These services are to be performed between the hours of 4:00 PM and 12:00 PM Monday through Friday.

2.12.1 Thoroughly wash and disinfect all partitions, tile walls, dispensers, and receptacles.

2.12.2 Spray buff all hard surfaces.

2.12.3 Wash all baseboards.

2.13 Services Performed Monthly

These services are to be performed between the hours of 4:00 PM and 12:00 PM Monday through Friday.

2.13.1 Vacuum all louvers, ventilating grills and dust light fixtures.

2.13.2 Wash and polish all walls, partitions, tile walls and enamel surfaces from trim to floors.

Event areas i.e. recital halls, planetarium and restrooms near them will require extra cleaning before and after performances during the Monday – Friday 4:00pm through 12:00pm timeframe.

All contracting staff will be required to follow UCA/PHYSICAL PLANT building Entry/key policies.

SECTION 3 Submission of Proposal

3.1 Number of Copies

Proposer must submit one (1) complete original hard copy of its entire proposal including one sealed hard copy of the cost proposal and three (3) flash drive copies of the proposal **excluding the cost proposal**.

3.2 Submission

Proposal hard copy and flash drives must be received by the University on or before the submittal deadline. Faxed or emailed proposals will be rejected.

Send to:
University of Central Arkansas
Attn: Cassandra McCuien-Smith
201 Donaghey Avenue
Wingo Hall Suite 113
Conway, AR 72035

3.3 Proposal Validity Period

Each proposal must remain valid for the University's acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, approval and any unforeseen delays.

Section 4 Evaluation Criteria

Responses should be organized into five (5) sections

1. Information/background on the Firm

Provide a brief introduction, address the size of the firm, the number of years in business, the availability of the firm to perform the tasks and services requested, and the history of the firm. Include key contact information (address, phone, fax, and email). Include all accounts lost over the past five years.

2. Key Personnel/Qualifications

Provide a brief resume for each of the key persons proposed to work on this project. Credentials of corporate executives or firm principals are not necessary or desired unless these individuals will play an active role in the proposed project. Any key sub-contractors proposed should be identified, and information on their respective role in the project shall be included.

3. Past Experience/References

Refer to "Client References" form provided as Attachment B.

4. Understanding of Scope of Work and Work Proposal

Proposers are requested to demonstrate their understanding of the tasks and services requested in the Scope of Work, and provide their Work Proposal/Approach to accomplish the services described in this Solicitation. In addition, include a discussion of how assigned staff will respond to unscheduled and emergency work, where the firm's equipment and vehicle storage yard is located, and demonstrate the ability of assigned staff to adequately respond to unscheduled and emergency work.

5. Cost Proposal

The Contractor shall provide all work necessary to perform custodial services as defined in this proposal (Section 2). Proposer must submit pricing on the cost sheet provided "Attachment C", any other form used to submit pricing will be **rejected**. Compensation for this work shall be made monthly.

The following approach will be used in evaluating the proposals:

- Review the proposals
- Contact selected references
- Select finalist
- Schedule presentations of finalist if needed
- Select the vendor

4.1 Evaluation Criteria Scoring

| Criteria | Weight |
|---|---------------|
| Information/Background on the Firm Company introduction and background history, including the year the company was established as currently being operated. Company's ability to obtain the required Certificate of Insurance and conduct background checks. | 15% |
| Key Personnel/Qualifications Relevant Staff Experience and Qualifications | 15% |
| Past Experience/References Recommendations and/or references from third parties indicating the respondent's past performance. | 20% |
| Understanding of Scope of Work and Work Proposal Methodology/Approach and adherence to specifications as requested in this RFP. | 20% |
| Cost Proposal The awarding of points will be determined by the following formula: $a/b \times c = d$ (Dividing lowest price (a) by the next lowest price (b) and multiplying by the total points for cost (c) will equal the number of cost points awarded (d). The effect of the formula is to ensure that the lowest proposal receives the maximum number of points and each of the other proposals receive proportionately fewer points based on proposed bid price. | 30% |
| Total Possible | 100% |

SECTION 5 GENERAL TERMS AND CONDITIONS

5.1 Legal Considerations

The proposed contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the University regarding this request for proposal or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be Faulkner County, Arkansas.

5.2 Public Disclosure

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

5.3 Ethical Standards Law

The following sections of this request for proposal reference sections within the "Arkansas Ethics in Public Contracting Laws" found in Arkansas Code Annotated (ACA), Sections 19-11-701 et seq. definitions used in this law can be found in Section 19-11-701 of the statutes. "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees of bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business." Any violation of this ethic statement can result in the cancellation of any contract with the University.

5.4 Conflict of Interest

No official or employee of the University of Central Arkansas and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee's knowledge:

- A. The employee or any member of the employee's immediate family has a financial interest;
- B. business or organization has a financial interest in which business or organization the employee or any member of the employee's immediate Family has a financial interest; or
- C. Any other person, business, or organization with whom the employee, or any member of the employee's immediate family is negotiating or

has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement standard, rendering of advice, investigation, audit, or in any other capacity.

Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

5.5 Warranty Against Broker's Fee

The contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or a bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the University shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

5.6 Offer of Gratuities or Kickbacks

It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees, or bona fide established commercial selling agencies maintained by the contract for the securing business.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Any contract arising from this procurement may be terminated by the University if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the offeror, his agent, or employee.

5.7 Employment of State Personnel

(a) Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting with the state agency by which the employee is employed.

(b) Restrictions of Former Employees on Matters Connected with Their Former Duties.

(1) Permanent Disqualification of Former Employee Personally Involved in a Particular Matter. It shall be a breach of ethical standards for any former employee knowingly to act as a principal or as an agent for anyone other than the state in connection with any:

(A) Judicial or other proceeding, application, request for a ruling, or other determination;

(B) Contract;

(C) Claim; or

(D) Charge or controversy, in which the employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, where the state is a party or has a direct and substantial interest.

(2) One-Year Representation Restriction Regarding Matters for Which a Former Employee Was Officially Responsible. It shall be a breach of ethical standards for any former employee, within one (1) year after cessation of the former employee's official responsibility in connection with any:

(A) Judicial or other proceeding, application, request for a ruling, or other determination;

(B) Contract;

(C) Claim; or

(D) Charge or controversy, knowingly to act as a principal or as an agent for anyone other than the state in matters which were within the former employee's official responsibility, where the state is a party or has a direct or substantial interest.

(c) Disqualification of Partners.

(1) When Partner Is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the state in connection with any:

(A) Judicial or other proceeding, application, request for a ruling, or other determination;

(B) Contract;

(C) Claim; or

(D) Charge or controversy, in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the state is a party or has a direct and substantial interest.

(2) When a Partner Is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee knowingly to act as a principal or as an agent for anyone other than the state where such former employee is barred under subsection (b) of this section.

(d) Selling to the State After Termination of Employment Is Prohibited.

(1) It is a breach of ethical standards for a former employee, unless the former employee's last annual salary based on the state fiscal year did not exceed fifteen

thousand dollars (\$15,000), to engage in selling or attempting to sell commodities or services, including technical or professional consultant services, to the state for one (1) year following the date employment ceased.

(2) As used in this subsection, "sell" means:

(A) Signing a bid, proposal, or contract;

(B) Negotiating a contract;

(C) Contacting any employee for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract;

(D) Settling disputes concerning performance of a contract; or

(E) Any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract for the sale is subsequently negotiated by another person.

5.8 Term of the Contract

The University is interested in a one (1) year contract. By mutual agreement, the University and the contractor may elect to extend the contract for maximum of seven years, in one or two-year increments or any portion thereof, but not less than monthly increments, at the contract compensation for those renewal periods. In no case will the total contract term including extensions be greater than seven (7) years from.

The University shall notify the contractor at least sixty (60) days prior to the end of the contract period or extension thereof if the University intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the University without cause at the end of the current biennial period. However, the state may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

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

5.9 Termination of Contract

The contract resulting from this request for proposal shall be subject to the following termination provisions. The University may terminate the contract:

- A. For default
- B. For convenience
- C. For unavailability of funds

5.10 Termination for Default

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

In the event of termination for default, in full or in part as provided by this clause, the University may procure, upon such terms and in such manner as the University may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the University for any excess costs for such similar supplies or services. In addition, the contract shall be liable to the University for administrative costs incurred by the University in procuring such similar supplies or services.

In the event of termination for default, the contractor shall be paid for those deliverables, which the contract has delivered to the University. Payments for completed deliverables delivered to and approved by the University shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the University shall be an amount determined by the University.

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

5.11 Termination for Convenience

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

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

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

5.12 Termination for Unavailability of Funds

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

5.13 Procedure on Termination

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

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; Assign to the University in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- Transfer title to the University (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination;
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination;
- Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the contractor and in which the University has or may acquire an interest.

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

5.14 Termination Claims

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

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

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

5.15 Contractor

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

5.16 Force Majeure

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

5.17 Disputes

Any dispute concerning performance of the contract shall be decided by the University of Central Arkansas or the director of the Office of State Procurement who shall reduce his/her decision to writing and serve a copy on the contractor. The Directors or University's decision will be final subject to the contractor's right to administrative review pursuant to ACA, Section 19-11-246. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Directors or University's direction.

5.18 Confidentiality of Information

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

5.19 Public Disclosure

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

5.20 Inspection of Work Performed

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

The contractor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

5.21 Subcontracts

The contractor is fully responsible for all work performed under the contract. The contractor may, with the consent of the University, enter into written subcontract(s) for performance of certain of its functions under the contract. The Contract Administrator prior to the effective date of any subcontract must approve subcontracts in writing.

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

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

5.22 Indemnification

The contractor agrees to indemnify, defend, and save harmless the University, its officers, agents and employees from:

- Any claims or losses resulting from services rendered by a subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the contractor, its officers, employees, or subcontractors in the performance of the contract.
- Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.
- Any failure of the contractor, its officers, employees, or subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

5.23 Assignment

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

5.24 Employment Practices

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

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

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

The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices setting forth the provisions of the clause.

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

The contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of labor and with Title 41, Code of Federal Regulations, Chapter 60. The contractor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The contractor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations. The contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

5.25 Waiver

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

5.26 State Property

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

5.27 Contract Variations

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

5.28 Attorney's Fees

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

5.29 Environmental Protection

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

5.30 Liability

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

5.31 Records Retention

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

5.32 Access to Contractor's Records

In accordance with Federal regulation governing contracts in excess of \$10,000, the contractor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or

records of the contractor, which are directly pertinent to any services performed under the contract. The contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

5.33 Performance Standards

Act 557 of 2016 enacted by the Arkansas General Assembly requires that services contract include performance standards. This contract will require that services are provided in a timely and professional manner. Should services not be performed in a timely and professional manner the vendor must provide an acceptable remediation plan. Secondly, work products are professional, comprehensive and consistent with the contracted skill level. Should the work products not be up to the standard as required by this contract payment may be withheld in part or in whole until acceptable work products are produced.

SECTION 6 PROCUREMENT

6.1 RULES OF PROCUREMENT

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

6.2 Point of Contact

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request of proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should e-mail or fax all such correspondence to the Issuing Officer, as outlined in the anticipated procurement Timetable (Section 1.5).

6.3 Written Questions Concerning the Request for Proposals

Written questions must be submitted to the Issuing Officer. The closing date and time for receipt of questions will be January 31, 2023 @ 4:00 p.m. All questions must be marked "Questions: and the proposal number indicated on the e-mail or fax transmission. Each question should reference the paragraph number. The questions will be answered in written form and e-mailed or faxed to all organizations that received a copy of the Request for Proposal.

6.4 Requests for Proposals Amendments

The University reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda and clarifications will be sent to all organizations requesting copies of the request for proposals and will be posted to the UCA Procurement website at www.uca.edu/purchasing.

6.5 Cost of Preparing Proposals

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

6.6 Disposition of Proposals

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

6.7 Proposal Amendments and Rules of Withdrawal

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

6.8 Acceptance of Proposals

The State reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the State. Where the University may waive minor irregularities, such waiver shall in no way modify the request for proposal requirements or excuse the respondent from full compliance with the request for proposal specifications and other contract requirements if the respondent is awarded the contract.

6.9 Evaluation of Proposals

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met.

Failure to comply will deem a proposal non-responsive. The University may reject any proposal that is incomplete. However, the University may waive minor irregularities. The Director of Procurement completes this phase.

The University of Central Arkansas will base the second phase on evaluation of the Technical/Business proposal by an impartial committee appointed. Points will be awarded to each proposal based on a comparative formula of relative weights as described in this request for proposals. The contract will be awarded to the respondent whose proposal receives the highest cumulative point total.

The third phase will be the opening and calculation of the cost proposal by the Director of Procurement, and reviewed by the evaluation committee appointed by the University of Central Arkansas.

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

All proposals must be executed by an authorized officer of the vendor and must be held firm for acceptance for a minimum period of 180 days after the opening date.

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

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

6.10 Award Notice

The notice of intended contract award will be sent to all respondents, by e-mail.

6.11 Protest of Award

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Vice President of Finance. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244. Further details on protesting awards may be obtained by contacting the issuing Officer.

6.12 Intergovernmental/Cooperative Use of Proposal and Contract

19-11-251. Intergovernmental use of commodities or services. Any public

procurement unit may enter into an agreement with any other public procurement unit or external procurement activity for the intergovernmental use of commodities, technical and general services, or professional and consultant services under the terms agreed upon between the parties and in accordance with the rules promulgated under this subchapter, independent of the requirements of: (1) Sections 19-11-204, 19-11-228 — 19-11-240, and 19-11-263 that refer to source selection and contract formation; and (2) Sections 19-11-205, 19-11-242, and 19-11-243 that refer to commodity management. History. Acts 1979, No. 482, § 67; A.S.A. 1947, § 14-284; Acts 2001, No. 1237, § 38; 2005, No. 1680, § 12; 2019, No. 315, § 1782.

Section 7 Insurance and Background Checks Requirements

Without limiting any liabilities or any other obligation of Contractor, Contractor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors, as described below.

These insurance requirements are minimum requirements for the Agreement and in no way limit any indemnity covenants in the Agreement. UCA does not warrant that these minimum limits are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under the Agreement by Contractor, its agents, representatives, employees, or subcontractors. These insurance requirements may change if Contractor is a foreign entity, or with foreign insurance coverage.

A. Minimum Scope and Limits of Insurance:

Contractor's insurance coverage will be primary insurance with respect to all other available sources. Contractor will provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability** – Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage. Occurrence Form. Limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG, ISO 2007 or equivalent:

a. Policy will contain a waiver of subrogation against the University of Central Arkansas, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

b. Policy must be endorsed to include sexual abuse and molestation (SAM) coverage if applicable to the state. This coverage may be sublimited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If unable to obtain SAM coverage under General Liability, it must be included with the Professional Liability.

c. Policy must be endorsed to include master key coverage.

- d. Policy must be endorsed to include “care-custody-control” coverage.
2. Automobile Liability. Policy will include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of the Agreement in the following amount. Coverage will be a combined single limit of \$1,000,000 per accident.
- Policy will contain a waiver of subrogation against the University of Central Arkansas, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.
 - Policy will contain a severability of interest provision.
 - If hazardous materials or waste is to be transported, the policy must be endorsed with the MCS-90 endorsement in accordance with applicable legal requirements.
3. Worker’s Compensation and Employers’ Liability. Applicable statutory limits, as amended from time to time.
- Employer’s Liability in the amount of \$1,000,000 injury and disease per employee.
 - Policy will contain a waiver of subrogation against the University of Central Arkansas its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Contractor.
 - This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the Sole Proprietor Waiver Form.
4. Commercial Crime Policy or Blanket Fidelity Bond. Coverage should include, but is not limited to, employee dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage).
- The bond or policy must be issued with limits of 50% of the contract value or \$50,000 –whichever amount is greater.
 - The bond or policy must include coverage for all directors, officers, agents and employees of Contractor.
 - The policy shall be endorsed to include the University of Central Arkansas as Loss Payee.
 - The policy shall not contain a condition requiring a conviction or arrest in order to file a claim.
 - Coverage shall extend to third parties.
5. Professional Liability (Errors and Omissions Liability). If the Contractor will provide the University of Central Arkansas under the Agreement, the Policy will include professional liability coverage as follows:
- Each Claim \$1,000,000
 - Annual Aggregate \$2,000,000
- If the professional liability insurance required by the Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy will precede the effective date of the Agreement; and that either continuous

coverage will be maintained or an extended discovery period will be exercised for 2 years beginning at the time work under the Agreement is completed.

b. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

B. Cancellation; Material Changes:

Cancellation notices will be delivered to UCA in accordance with all policy provisions. Notices required in this Section must be sent directly to UCA.

C. Acceptability of Insurers:

Insurance is to be placed with insurers in the State of Arkansas with an “A.M. Best” rating of not less than A- VII, unless otherwise approved by UCA.

D. Verification of Coverage:

Each insurance policy required by the Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the term of the Agreement. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, is a material breach of contract. If requested by UCA, Contractor will furnish UCAA with valid certificates of insurance. UCA’s project or purchase order number and project description will be noted on each certificate of insurance.

E. Subcontractors.

Contractor’s certificate(s) may include all subcontractors as insureds under its policies as required by the Agreement, or Contractor will furnish to UCA upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

F. Approval.

These insurance requirements are the standard insurance requirements of UCA. Any modification or variation from the insurance requirements in the Agreement will require the approval of UCA.

7.1 Background Checks

Proposer shall provide evidence of background check process. Background checks by Proposer shall comply with all applicable laws, rules and regulations. Proposer further agrees that the background checks as required in this RFP are necessary to preserve and protect the public health, safety and welfare. Background checks will be completed prior to awarding or renewing the contract and on an annual basis as needed while any employee of the contractor is assigned to the University campus.

**OFFICIAL COST PROPOSAL FORM
RFP UCA-23-033**

(This form must be filled out and submitted or your pricing proposal will be rejected)

| Buildings | Square Feet | Price (Per Sq. Ft) | Monthly Price |
|-----------------------------|--------------------|---------------------------|----------------------|
| CCCS | 54,000 | \$ | |
| IHSB | 80,000 | \$ | |
| LEWIS SCIENCE Center | 120,000 | \$ | |
| WINDGATE & ANNEX | 104,000 | \$ | |
| Total | | | \$ |

| Apartments | Square Feet | Number of Units | Price (Per Sq. Ft) | Monthly Price |
|------------------------|--------------------|------------------------|---------------------------|----------------------|
| Bear Village | 969 | 160 | \$ | |
| Erbach | 972 | 32 | \$ | |
| Oak Tree | 940 | 17 | \$ | |
| Stadium Park | 862 | 96 | \$ | |
| Torreyson Place | 945 | 13 | \$ | |
| Western Heights | 1153 | 8 | \$ | |
| Total | | | | \$ |

Hourly Rate to Clean Miscellaneous Requests \$ _____

Proposer Signature Page

Proposal Number and Description: UCA-23-033 Custodial Services

Issue Date: January 20, 2023

Bid Opening Date and Time: February 28, 2023 at 10:00 A.M. CST

Company Name: _____

Name (Type or Print): _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:

_____ Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this 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 University of Central Arkansas prior to the official review of this bid. **THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

Signature: _____

Proposer References

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1

| | | | |
|---------------------------------------|------------------|-------|----------|
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | Telephone Number | | |
| Email Address | | | |
| Dates of Service | | | |
| Estimated Value or Cost of Service | | | |
| Brief Description of Service Provided | | | |

REFERENCE 2

| | | | |
|---------------------------------------|------------------|-------|----------|
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | Telephone Number | | |
| Email Address | | | |
| Dates of Service | | | |
| Estimated Value or Cost of Service | | | |
| Brief Description of Service Provided | | | |

REFERENCE 3

| | | | |
|---------------------------------------|------------------|-------|----------|
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | Telephone Number | | |
| Email Address | | | |
| Dates of Service | | | |
| Estimated Value or Cost of Service | | | |
| | | | |
| Brief Description of Service Provided | | | |