



State of Arkansas
 OFFICE OF STATE PROCUREMENT
 1509 West Seventh Street, Room 300
 Little Rock, Arkansas 72201-4222

INVITATION FOR BID

IFB Number: SP-16-0175	Buyer: Julia Shackelford Email: Julia.shackelford@dfa.arkansas.gov
Service: Lawn Care Services Agency: AR State Military – Air National Guard	Bid Opening Date: February 24, 2016
Date Issued: February 2, 2016	Bid Opening Time: 2:30 p.m. Central Time

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____

Name (type or print): _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation (check one):

Individual []	Sole Proprietorship []	Public Service Corp []
Partnership []	Corporation []	Government/ Nonprofit []

TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000734427

1. MINORITY BUSINESS POLICY: Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type: African American___ Hispanic American___ American Indian___
Asian American___ Pacific Islander American___ Service Disabled Veteran___

Arkansas Minority Certification Number _____

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY: In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- OSP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

4. ALTERATION OF ORIGINAL IFB DOCUMENTS: The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exceptions to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exceptions to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exceptions. If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.

5. REQUIREMENT OF AMENDMENT: THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

6. DELIVERY OF RESPONSE DOCUMENTS: In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

7. ADDITIONAL TERMS AND CONDITIONS: The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

8. ANTICIPATION TO AWARD: After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.

9. PAST PERFORMANCE: In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

10. VISA ACCEPTANCE: Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fees may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER: Bidders should complete the Disclosure Forms issued with this bid.

12. CURRENCY: All bid pricing must be United States dollars and cents.

13. LANGUAGE: Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

- 1.1 INTRODUCTION:** This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas State Military (ASM) – Air National Guard (ANG) to obtain pricing and a contract for lawn care services for property located at Little Rock Air Force Base in Jacksonville, Arkansas.
- 1.2 ISSUING AGENCY:** The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Julia Shackelford at 501-371-6079 or julia.shackelford@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.
- 1.3 CAUTION TO BIDDERS**
1. During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person named herein will initiate all contact.
 2. **Vendors must submit one (1) signed original IFB response on or before the date specified on page one.** If the Office of State Procurement requests additional copies of the bid, they must be delivered within twenty-four (24) hours of request.
 3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State of Arkansas to do so. Bids will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor to submit his bid on or before the deadline established by the issuing office.
 - b. Failure to sign an Official Bid Document.
 - c. Failure to complete the Official Bid Price Sheet.
 - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, that conflicts with or takes exception to a bid requirement in the IFB.
 - e. Failure of any proposed service to meet or exceed the specifications.
- 1.4 BID FORMAT:** Any statement in this document that contains the word “will”, “must”, or “shall” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.
- 1.5 TYPE OF CONTRACT:** The contract will be a one (1) year TERM contract from the date of award. Upon mutual agreement by OSP and the contractor, the contract may be renewed on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.
- 1.6 PAYMENT AND INVOICE PROVISIONS:** Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of any services performed by the vendor. Payment will be made only after the vendor has successfully satisfied the agency as to the services provided. The vendor should invoice ASM an itemized list of charges on a monthly basis. Purchase Order Number and/or Contract Number should be referenced on each invoice.

DO NOT INVOICE THE STATE OF ARKANSAS, OFFICE OF STATE PROCUREMENT.

Send invoice to:
Arkansas Air National Guard
189th Civil Engineer Squadron
Attn: SMSgt Bryon A. Gullett
101 MSgt Dan Wassom Road
LRAFB, AR 72099

Selected vendor must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

- 1.7 RECORD RETENTION:** The vendor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principals of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.8 PROPRIETARY INFORMATION: Proprietary information submitted in response to this Invitation For Bid will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the Invitation For Bid become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a 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. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor 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 vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). 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.

1.9 RESERVATION: This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for services.

1.10 PRIME CONTRACTOR RESPONSIBILITY: The selected vendor will be required to assume prime contractor responsibilities for the contract and will be the sole point of contact with regard to all services being provided.

If any part of the work must be subcontracted, vendor should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical bid response.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

The vendor shall give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.11 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. Upon default, to pay all sums to become due under a contract.
 - b. To pay damages, legal expenses or other costs and expenses of any party.
 - c. To conduct litigation in a place other than Pulaski County, Arkansas
 - d. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of de-installation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.
3. The State of Arkansas may contract with another party:
 - a. To accept the risk of loss of equipment and pay for any destruction, loss or damage of equipment while the State has such risk, when the extent of liability for such risk is based upon the purchase price of equipment at the time of any loss and the contract has required the State to carry insurance for such risk.

- 1.12 CONDITIONS OF CONTRACT:** The successful bidder shall at all times observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affects the completion of the work. The successful bidder shall indemnify and save harmless the State and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, or representative of the successful bidder.
- 1.13 STATEMENT OF LIABILITY:** The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of vendor-owned items to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability until the deliverables have been acceptable by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.
- 1.14 AWARD RESPONSIBILITY:** The State Procurement Official will be responsible for award and administration of any resulting contract.
- 1.15 AWARD CRITERIA:** Award shall be made to the lowest responsive, responsible bidder based on the Total Cost. Bids must meet or exceed all defined specifications. Bidder must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- 1.16 DELEGATION AND/OR ASSIGNMENT:** The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.
- 1.17 COST:** All charges shall be included on the Official Bid Price Sheet and shall include all associated costs for the services being bid. Bid pricing must be typed or printed in ink and must be valid for ninety (90) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve service shall be borne by the bidder.

- 1.18 PRICE CHANGE CLAUSE:** All prices bid will remain firm for the first term of the contract. In the event of an industry wide, Federal or State mandated program price increase or an increase in the Federal or State Minimum Wage, the vendor may request a price adjustment at the time of the contract extension request or within sixty (60) days of the wage increase taking effect, provided the vendor submits documentation to support a claim for higher compensation due to higher minimum wage requirements. After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for any period agreed upon for extension. Under no circumstances will vendor be retroactively compensated for any increased costs covered by this subsection.

The State further reserves the right to reject any proposed price increase, cancel the contract and re-bid if such actions are determined to be in the best interests of the State.

- 1.19 LOCATION OF LAWN CARE SERVICES:** Lawn care services will be provided at the locations specified within this bid.
- 1.20 CANCELLATION:** In the event the State no longer needs the service specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

SECTION 2 - SPECIFIC REQUIREMENTS

- 2.1 SCOPE OF WORK:** The intent of this IFB is to establish a Term contract to provide lawn care service for the Arkansas State Military – Air National Guard located at Little Rock Air Force Base in Jacksonville, Arkansas. The estimated square footage is 737,926 square feet and up to thirty-four (34) individual lawn care service calls may be requested to provide lawn care service. The successful vendor must furnish all necessary direct and indirect cost to meet the requirements as outlined in this IFB. These costs should include, but are not limited to, labor, weed control, pest management, uniforms, training, background checks, licenses, insurance, overtime and holiday pay, materials and incidentals.
- 2.2 QUANTITY:** The square footage, locations and number of service calls are estimated for bidding purposes only and may vary according to the agency needs. ASM - ANG reserves the right to increase or decrease the square footage, locations and number of service calls. If additional square footage, locations and service calls are needed, the successful vendor shall provide them at a price mutually agreed upon by the agency and the vendor but not to exceed the rate set within any resulting contract. No other claims for additional cost on materials or supplies will be accepted.
NOTE: Issuance of an award does not guarantee an order.
- 2.3 REFERENCES:** Prior to the anticipation to award, the successful vendor must submit a minimum of three (3) reference letters from clients whom the bidder has provided lawn care service within the last three (3) years. Each reference should include the contact person, telephone numbers including cell phone number if possible, and email address. The reference accounts should rate the quality of service by rating the bidder's performance as to poor, fair, good, or excellent in quality of service. OSP reserves the right to contact any or all clients of the bidder even if they were not provided by the prospective vendor.
- 2.4 POLYGRAPH EXAMINATIONS:** The State reserves the right to have vendor's employees take polygraph examinations under the provisions of Public Law #100-347, 29 USC 2001 et. seq. All expenses for polygraph examinations will be at the expense of the successful vendor.
- 2.5 EMPLOYEES:** Employees of ASM- ANG are not eligible for employment by the successful vendor.
- 2.6 PROTECTION OF PROPERTY:** The successful vendor and their employees shall:
- Notify Civil Engineer Squadron (CES) of any damage that occurs within twenty-four (24) hours. Government and personal property shall be safeguarded as necessary (sprinkler heads, tree bark, tree trunks, personal vehicles, etc.)
 - Take all necessary precautions to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, and any other items from the building and grounds.
 - Be responsible for any loss or damage to State or Federal property and to the property of others due to the negligence or willful act of the vendor's personnel, and shall make good, at vendor's expense, such loss or damage. The contractor will purchase, at their own expense, a policy to cover any damage to State or Federal property.
 - Agree to replace any personnel who may become incompatible with the State, with ASM – ANG being the sole judge of the incompatibility.
- 2.7 EQUIPMENT AND MATERIALS:** The vendor will be responsible for any loss, damage, or destruction of their own property or that of any equipment and materials used in conjunction with the work performed. The successful vendor will purchase, at their own expense, a policy to cover vendor's owned property.
- 2.8 MANDATORY SITE INSPECTION:** Arkansas State Military – Air National Guard will conduct one (1) mandatory site inspection at LRAFB. It is suggested that interested bidders:
- Thoroughly read the IFB prior to the site visit and have any questions prepared to ensure a good understanding of the services required and shall include in the bid a sum to cover the cost of all items necessary to perform the work as set forth in the contract documents.
 - Fully inform themselves as to all existing conditions and limitations under which the required work is to be performed. No allowances will be made to any bidder because of lack of examination or knowledge.
 - Arrive on time before the tour begins. **Late arrivals will not be permitted to join tour nor re-schedule the visit.** Bidders should plan accordingly.

2.9 MANDATORY SITE INSPECTION DATE AND TIME: Visitors must obtain a pass at the LRAFB Visitors Center (Main Gate). To obtain a pass, the vendor must provide their driver's license, car registration and proof of insurance to the attendant at the visitor desk. Vendors will be required to sign-in upon arrival at the visitor center and location.

Date: Wednesday, February 17, 2016

Time: 2:00 p.m. CT

Address: 101 MSgt Dan Wassom Road
Little Rock Air Force Base, AR 72099

Building location of site visit meeting: Conference Room 200 E
Building 101, Civil Engineer Squadron, Little Rock Air Force Base

Contact Person: Major Christopher Wald or SMSgt Bryon Gullett

Phone number: 501-987-6897 or 501-987-2167

2.10 HOURS OF OPERATION AND FEDERAL HOLIDAYS: Normal hours of operation are defined as Monday through Friday, 7:00 a.m. through 4:45 p.m. Central Time. The contractor is not limited to these hours to perform services. Requests to work outside these hours must be submitted in writing with dates, hours, and justification as to why work cannot be completed during normal business hours. All requests must be coordinated through QAP and forwarded to the ASM at least seventy-two (72) hours prior to commencement for authorization and approval. Authorization for extended hours is not to be construed as a directive by the ASM to accelerate work and any cost incurred, including but not limited to, overtime, which will be the contractors responsibility. Additionally, authorization for extended hours must be in contractor's possession at job site for period granted. Contractor work days shall be coordinated in advance with 189th CES to ensure that watering schedules and performance evaluations can be scheduled appropriately. The contractor is not required to provide service on federal holidays except in emergency situations. The federal holidays are:

New Year's Day	January 1
Dr. Martin Luther King, Jr. Day	January; third Monday
President's Birthday	February; third Monday
Memorial Day	May; last Monday
Independence Day	July 4
Labor Day	September; first Monday
Columbus Day	October, second Monday
Veterans Day	November 11
Thanksgiving Day	November; fourth Thursday
Christmas Day	December 25

If the holiday fall on Saturday, the proceeding Friday will be observed. If these holidays fall on Sunday, the following Monday will be observed. If a holiday falls on a regular duty day, the services shall be rescheduled in the same week to either the day preceding or following the holiday.

2.11 INSURANCE: Prior to the anticipation to award, the successful vendor must furnish an approved "Certificate of Insurance" and must maintain the following insurance requirements throughout the entire contract period including extensions: The insurance may not be modified without OSP and DBA approval. Each Certificate of Insurance shall name DBA as the certificate holder with the intent to notify same of any intention to cancel the insurance within ten (10) days. Commercial Automobile Liability Insurance shall include coverage for hired and non-hired automobiles.

Liability Limits:

A. Commercial General Liability	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
B. Worker's Compensation and Employer's Liability	
Worker's Compensation	Statutory Limits
Employer Liability	\$100,000.00
Disease Each Employee	\$100,000.00
C. Umbrella Liability	
Each Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00
D. Automobile Liability	
Combined Single Limit	\$1,000,000.00

2.12 VENDOR PERFORMANCE REPORTS (VPR): Vendor Performance Reports will be utilized whenever the vendor is in default of the contract terms as outlined in this IFB. Upon notification of the VPR, the vendor shall promptly take all corrective actions to be in compliance with the contract terms. The agency and the vendor shall work together during the vendor's resolution of any non-compliance issue. The vendor is hereby notified that non-compliance of the VPR may under certain circumstances be considered a thirty (30) day cancellation if it is so stated in the VPR notice to the vendor issued by ASM – ANG.

2.13 PERFORMANCE STANDARDS:

- State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. The table below identifies expected performance measures or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- All changes made to the Performance Standards **shall** become an official part of the contract.
- Performance Standards **shall** continue throughout the term of the contract.
- Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages. An assessment of damages may consist of two (2) or more service criteria and an assessment in one service criteria does not preclude an assessment in other criteria regarding the outcome of the circumstances surrounding the same event.
- In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- Should any compensation be owed to the agency due to the assessment of damages, the vendor **shall** follow the directives of the agency as to the required compensation process.

Service Criteria	Acceptable Performance	Minimum Damages for Insufficient Performance
Mowing	Grass height shall be cut to between 2 and 3 inches on an as-needed basis, typically on Thursdays during the period of March 01 through December 15. Visible clippings shall be mulched or bagged and removed.	25% will be deducted from each vendor's invoice for non-compliant areas and will result in a below standard VPR being written. Continued errors may result in the contract being cancelled.
Trimming	Perform trimming in all areas not accessible by mowers (around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking barriers, etc.). Trimming height shall match mowing height. Drainage ditches shall be maintained to the same appearance as surrounding areas. Any existing vegetation shall be removed from fences and new vegetation shall not be allowed to grow on fences. Ensure trimming does not damage trees.	10% will be deducted from each vendor's invoice for non-compliant areas and will result in a below standard VPR being written. Continued errors may result in the contract being cancelled.
Edging	Edge sidewalks, driveways, curbs, and all other pavement edges adjacent to grassy areas each time the campus is mowed.	10% will be deducted from each vendor's invoice for non-compliant areas and will result in a below standard VPR being written. Continued errors may result in the contract being cancelled.

Service Criteria	Acceptable Performance	Minimum Damages for Insufficient Performance
Cleanup	Mowing, trimming, and edging should be accomplished in a manner to keep streets, sidewalks, building entryways, and vehicles free from debris. These areas should be cleaned with a blower as necessary to remove clippings, dust, debris, etc. after mowing is complete.	10% will be deducted from each vendor's invoice for non-compliant areas and will result in a below standard VPR being written. Continued errors may result in the contract being cancelled.

SECTION 3 – REQUIREMENTS AND SPECIFICATION OF LAWN CARE SERVICES

3.1 DESCRIPTION OF SERVICES: The contractor shall provide all management, tools, supplies, equipment and labor necessary to ensure that lawn care services are performed on Air National Guard property located on Little Rock Air Force Base in accordance with this Performance Work Statement (PWS). The contractor shall use grounds maintenance standards established by the Professional Grounds Management Society (PGMS). The contractor shall provide lawn care service to locations as specified in Section 3.9; Estimated Workload Data. The estimated square footage of area to be maintained is also listed in Section 3.9. All work provided by this contract shall comply with all local, state, and federal laws. Government and personal property shall be safeguarded as necessary (sprinkler heads, tree bark, tree trunks, personal vehicles, etc.).

a) Maintain Grounds: The contractor shall maintain areas, as specified on the map/site plan in Attachment A, including drainage ditches, to the following requirements:

b) Mowing: Mow all grass to a height of between 2- 3 inches. Grass clippings shall be mulched or bagged and removed.

c) Trimming: Trim all areas not accessible by mowers (i.e. around trees, shrubs, buildings, fences, poles, post, fire hydrants, parking barriers, etc.) at the same time as mowing. Trimming height shall match mowing height. Drainage ditches shall be maintained to the same appearance as surrounding areas. Any existing vegetation shall be removed from fences and new vegetation shall not be allowed to grow on fences. Ensure trimming does not damage trees.

d) Edging: Edge sidewalks, driveways, curbs, and all other pavement edges adjacent to grassy areas each time the grounds are mowed.

e) Cleanup: Mowing, trimming, and edging should be accomplished in a manner to keep streets, sidewalks, building entryways, and vehicles free from debris. These areas should be cleaned with a blower as necessary to remove clippings, dust, debris, etc. after mowing is complete.

f) Work Requests: Work requests for additional mowing and treatments shall be issued for unit priced items listed and is not part of the basic bid. Work specified and completion dates shall be coordinated with the Quality Assurance Personnel (QAP) and Point of Contact (POC).

3.2 GOVERNMENT SERVICES

a) Government Services:

- Security Police and Fire Protection: the contractor shall adhere to the security and fire directives, instructions and policies of LRAFB. Security Police and Fire Department can be reached at 501-987-3221 and 501-987-6363/6364, respectively.
- Emergency Medical Services: the contractor may call 911 for emergency ambulance service and be responsible for any and all associated cost for this service.

b) Government Utilities:

- Electricity
- Potable Water: contractor shall ensure that properly maintained backflow prevention devices are in place prior to attaching any contractor equipment to Base water systems.
- Telephone Line (for local calls only)

3.3 GENERAL INFORMATION

a) Training. The contractor shall provide environmental, health, and safety training to all employees to ensure compliance with all federal, state, and local laws or regulations.

b) Provide Schedule. The schedule for lawn care services will vary, but will typically be performed on Thursdays during the mowing season, March through December. The schedule shall be coordinated with the QAP and a copy of the schedule and any revisions shall be provided to the QAP. The schedules shall provide for flexibility to support base requirements as directed by the QAP. The QAP may request a change in the schedules with a minimum notice of forty-eight (48) hours. In addition, the contractor shall provide for re-scheduling work during periods of inclement weather and holidays.

c). Security Requirement. The contractor shall obtain the following pass and identification items for all employees, contractor vehicles and employee vehicles. The contractor is responsible for returning base access badges or other identification credentials upon the termination of employee, or the contract. Each time contractor personnel need to work in a controlled area, the contractor's supervisor(s) must contact the owner agency to arrange for an escort and to coordinate the work times. Attempts to enter controlled areas unannounced will cause security violations. To preclude security violations, contractor personnel shall stay away from restricted and controlled areas unless work is to be accomplished and all necessary coordination have been made. There are no areas in this contract that will require access to the flight-line. If necessary, however, contractor personnel shall stop at the 19th Base Operations, Building 120, to obtain authorization and any identification markers for vehicles before entering the flight line area.

d) Fuel. The government will not provide fuel to the contractor for mowing equipment.

3.4 CONTRACT MANAGEMENT: The contractor shall provide a contract manager and two (2) alternates who shall be responsible and experienced in grounds maintenance management for the performance of the work. The contract manager or alternate shall have full authority to act for the contractor on all matters relating to daily operation of this contract. The name of this person, and alternates, who shall act for the contractor when the manager is absent, shall be designated in writing to the ASM and QAP. The contract manager and alternates must be able to read, write, speak, and understand English and shall maintain contact with QAP personnel during normal duty hours to include weekends. The contractor shall provide for the necessary support/interface from the home office to effectively meet all requirements of the PWS. The contractor shall provide the QAP and ASM with telephone numbers of the contract manager and alternates where these persons may be contacted outside normal duty hours.

Name of Contract Manager: _____

Name of 1st Alternate: _____

Name of 2nd Alternate: _____

a) Availability. The contract manager or alternates shall provide means to be contacted (either office telephone number or cell phone number) to the QAP and ASM in writing and be available within twenty-four (24) hours, during a normal work week, to meet on the installation with Government personnel designated by the ASM to discuss problem areas.

b) Contractor Employees/Vehicles. The contractor **shall not** employ persons for work on this contract if such employee is identified to the contractor by the ASM and/or QAP as a potential threat to the operational mission of the installation for the health, safety, security, and general well-being of the base population. Contractor vehicles shall be identified by permanent signs on both sides of all contractor vehicles.

c) Employee Appearance. Contractor personnel shall present a neat appearance and be easily recognized as contractor employees by ID tags, T-shirts, hats, or uniforms. Employees shall wear personal protective equipment in compliance with OSHA requirements. The contractor shall furnish an identifying badge that includes, as a minimum, the person's name and that of the contractor. Each employee shall wear the badge on the outer clothing on the front between the neck and waist so the badge is visible at all times.

3.5 CONTRACTOR HAZARDOUS MATERIAL USAGE DATA SUBMITTALS. Contractor will be required to report usage of products, which include MSDS when an MSDS is required by law for the product. The QAP shall provide forms to be completed and submitted to HAZMAT. Complete the initial data form and submit it to the Quality Assurance Personnel. This data will in turn be submitted to the Hazardous Materials Office (HAZMO) who will input the data for tracking in the AF-EMIS system. Usage Data Reports will be completed by the contractor as required by the instructions. The contractor or subcontractor shall be responsible for completing and maintaining a file on all MSDS's and other documentation required by the base at no additional cost to the government as requirements change or are updated.

3.6 CONTRACTOR'S QUALITY CONTROL. The contractor shall develop, submit for contracting officer acceptance, and maintain a quality control program to ensure grounds maintenance services are performed in accordance with established standards of Professional Ground Management Society, National Arborist Association, and local county extension office. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum, the contractor shall develop quality control procedures and metrics addressing the areas identified in the PWS.

3.7 QUALITY ASSURANCE. The government POC/QAP will evaluate the contractor's performance through use of performance plan developed from the items of service in the service delivery summary. The government is not limited to evaluation only of these items, but may at any time evaluate any element of the contract requirements. Contractor shall report to 189 CES production control (501-987-6588) at the completion of each day of work indicating the extent of the services completed and whether work will continue into the next day.

3.8 PERFORMANCE OF SERVICE DURING CRISIS DECLARED BY THE NATIONAL COMMAND AUTHORITY. Upon notification by the QAP or ASM, the contractor shall perform special event services (Contingencies, Operational Readiness Exercises or Inspections, facility operations on an extended basis up to twenty-four (24) hours per day, etc.) as required. Emergency or special event services will be priced separately from routine services.

3.9 ESTIMATED WORKLOAD DATA

BUILDING	ESTIMATED SQUARE FOOTAGE
101 Civil Engineering / Services and Medical Group	37,108 SF
103 & 112 Operations and Training / Communication Facility	57,120 SF
106 Avionics	13,563 SF
115 Pavilion Recreation Facility	49,213 SF
118 Squadron Operations	34,582 SF
122 Logistics Readiness / Supply Warehouse	23,945 SF
126 Vehicle Maintenance Shop	30,356 SF
133 Aerial Port Training Facility	70,700 SF
137 Student Training Facility	14,805 SF
139 Security Police Operations	42,580 SF
140 Engine Shop Grounds	40,000 SF
205 Shop Air Support Equipment Storage Facility	58,304 SF
207 Maintenance Hangar	57,517 SF
308 Air Wing Support Staff	141,598 SF
310 Intelligence Facility	66,535 SF

Approximately 737,926 Square Footage or 17 Acres

**MANDATORY SITE INSPECTION FORM
LITTLE ROCK AIR FORCE BASE, ARKANSAS
Wednesday, February 17, 2016 @ 2:00 p.m.**

To be considered for the job, this Site Visit Form must be signed by the agency contact person after completion of the site tour and should be submitted with the bid document.

Note: Once the contract is awarded. Vendor must contact QAP before and after completing job.

THIS IS TO VERIFY THAT _____ WITH
REPRESENTATIVE NAME
_____ HAS COMPLETED THE MANDATORY SITE INSPECTION.
COMPANY NAME

ANG REPRESENTATIVE

DATE

OFFICIAL BID PRICE SHEET

Bid pricing must be typed or printed in ink

Item Description	(a) Estimated Service Calls	(b) Unit Price of service call	(a) x (b) Total Price of all services
Lawn Care Service	34	\$	\$

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid the unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a service in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this 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 bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. 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.