



REQUEST FOR PROPOSAL  
RFP 18-09

For

**FACILITY MANAGEMENT  
SERVICES**

RELEASED ON:  
02/19/18

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## **Introduction**

### **1.1 Purpose**

The Purpose of this Request for Proposal (RFP) is to establish a contract with one qualified Contractor to provide support in the management and operations of the physical plant entirely at Henderson State University (HSU), as further described in this RFP.

HSU believes that its physical plant including facility maintenance, grounds and custodial services are more than essential services among its educational responsibilities and activities. These services are a contributing force in the continuing well-being and academic progress of the University's community members in their academic and residential areas of campus. A successful physical plant is expected to offer quality and courteous maintenance, grounds and cleaning services provided by well-trained and experienced personnel, enhancing positive public relations while utilizing economically sound operating practices. All programs should support an awareness of the priorities of recycling and waste reduction, as well as energy and natural resource conservation.

Henderson State University intends to award the bid to the Contractor that is most responsive to its needs and offers the best operational program with a realistic, economical fiscal investment with a commitment to regular performance evaluation. Contractors are encouraged to demonstrate how their expertise and resources will contribute to the long range planning and upkeep of the facilities and grounds and include specific benchmarks and data regarding funding information (i.e. dollars per square foot per year) and other best practices and benchmarks in the facilities management field. All contracted services at the university are considered to be an integral part of the campus. All contractors are encouraged and expected to become involved in our Community and take an ownership interest in our mission.

It is expected that the selected Contractor will exhibit a commitment to regular evaluation of performance through the development of key performance indicators and that performance will be continually measured against benchmarks. These measures must include evaluation of work quality, operational efficiency and faculty, staff and student satisfaction levels.

Henderson State University requests bid proposals for the following services:

- Facilities Management (management of physical plant operations)
- General Facility Maintenance
- Grounds Maintenance
- Custodial Services

For each of these services, HSU requests bid proposals for a full service contract with contractors providing all staff and human resource support services for that team. HSU requests that a full service contract include the guarantee that all current non-management employees of be given an opportunity to transfer to the contractor's payroll with no loss in seniority and or decline in wage rates or benefits. The welfare of current employees is a major consideration in the evaluation of any proposals received.

The proposal should include specific contractor-provided budget support for the operations along with the expected university budget support of operations. In addition to the requested submittals, proposals may include alternates not requested under an "Alternates" section of the

proposals. Henderson State University reserves the right to select or reject any and all voluntary alternates.

## **1.2 About Henderson State University**

Founded in 1890 as Arkadelphia Methodist College, we are the only one of Arkansas's nine public universities that is now named for an individual—Charles Christopher Henderson, a Trustee and prominent Arkadelphia businessman. We are one of only two originally established as a four-year, degree-conferring institution; and we're the second oldest state university in Arkansas.

Henderson's first class included 110 students, who were taught by 10 faculty members. From 1929 to 1967 the university was known as Henderson State Teachers College, which is one reason our education programs are among the most respected in the region to this day.

Throughout our history, throughout the six different names under which we have operated, and throughout the tenures of the 17 presidents who have guided Henderson, our mission and goal has remained steadfast... to provide the best possible university education throughout Arkansas and beyond. To learn more about our history, visit the University Archives <http://www.hsu.edu/OurCampus/AboutHenderson/index.html>.

## **1.3 Our Mission and Vision**

### Vision

Henderson will be recognized as a national model for bridging the liberal arts and professional aspirations, producing well-rounded graduates who are leaders in their careers and communities

### Mission

Located in the heart of southwest Arkansas, Henderson State University is a public institution serving as a vital educational and cultural center for the local community, region and state. Founded as a private institution in 1890, Henderson has a strong liberal arts heritage that is the base of over seventy- five undergraduate and graduate programs, earning the university its status as Arkansas's public liberal arts university.

Henderson offers a quality education guided by a faculty and staff who are committed to excellence and dedicated to serving a diverse student body from across Arkansas, over twenty-five other states, and a number of foreign countries. The university encourages scholarly and creative activities in a caring, person atmosphere that reflects the university's motto for over a century: "The School with a Heart."

Influenced by its distinctive history, the mission of Henderson State University is to provide a learning environment that prepares students for a lifetime of intellectual and personal growth in a global society. The Henderson experience bridges students' academic aspirations to career success by integrating professional studies and the liberal arts.

Detailed information about Henderson State University's strategic plan is available at <http://www.hsu.edu/strategicplan/index.html>.

## **1.4 Overview of the RFP Process**

The objective of the RFP is to select a qualified Contractor to provide the goods and services

outlined in this RFP to Henderson State University. This RFP process will be conducted to gather and evaluate responses from Contractors for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below.

**1.5 Transition/Existing Employees**

It is the intention of HSU to allow for the transition of existing employees to continued employment with the Contractor, unless terminated for Contractor policy violations or unless the employee resigns.

**1.6 Schedule of Events**

The schedule of events set out herein represents Henderson State University's best estimate of the schedule that will be followed. HSU reserves the right to adjust the proposed dates on an as needed basis with or without notice.

<b>Description</b>	<b>Date</b>	<b>Time</b>
Release of RFP	02/19/18	
Deadline for written questions sent via email to the Point of Contact	02/28/18	5:00 p.m. CT
Contractors’ Pre-Bid Meeting includes a short walking tour of facilities. Each prospective contractor is allowed three (3) persons maximum on tour and meeting. Photographs will be permitted during this walking tour.	One week prior to bid deadline	TBD
Responses to written questions	03/7/18	5:00 p.m. CT
Proposals due/Close Date and Time	03/26/18	5:00 p.m. CT
Bid Presentation on campus (by invitation)	Week of 04/09/18	TBD
Final Evaluation (on or about)	04/16/18	
Notice of Intent to Award* [NOIA] (on or about)	04/16/18	
Negotiations with Identified Contractor completed	04/30/18	TBD
Contractor begins work (on or about)	07/01/18	N/A

**1.7 Point of Contact**

Tim Jones, Director of Purchasing  
 870-230-5117 phone, 870-230-5486 fax, [jonest@hsu.edu](mailto:jonest@hsu.edu) email.

**1.8 Definition of Terms**

Any special terms or words which are not identified in this RFP Document may be identified

separately in one or more attachments to the RFP.

### **1.9 Contract Term**

The initial term of the contract(s) shall be one (1) year with up to six (6), one year renewals for a maximum of seven years total. The effective date of the initial contract shall be July 1, 2018 through June 30, 2019.

### **1.10 Cancellation/Termination**

If the Contractor defaults in its agreement to provide personnel or equipment to HSU's satisfaction, or in any other way fails to provide service in accordance with the contract terms, HSU shall promptly notify the Contractor of such default and if adequate correction is not made within ten (10) business days, HSU may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract by providing written notice to the Contractor. Except for such cancellation with cause by HSU, either HSU or the Contractor may terminate this contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.

## **General Information and Instructions**

### **2.1 Restrictions on Communicating with Staff**

From the issue date of this RFP until the intended award is announced, Contractors are not allowed to communicate for any reason with any of the University staff, students, or administration except through the Point of Contact named above. HSU reserves the right to reject the proposal of any Contractor violating this provision.

### **2.2 Mandatory Contractor Qualification Criteria**

HSU must be assured that the selected Contractor has all of the resources to qualify and successfully perform under the contract. This includes, but is not limited to:

- District management residing in or near the State of Arkansas,
- And at least 3 current client references that HSU may contact, including one in Arkansas (if applicable), where the contractor is providing services that are in scope to the requirements of the University.
- Adequate number of personnel with required skills,
- Availability of appropriate equipment in sufficient quantity to meet the on-going needs of operations,
- Financial resources sufficient to complete performance under the contract, including financial statements of the last 2 years.

### **2.3 Failing to Comply with Submission Instructions, Proposal Understanding**

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Proposals must be complete in all respects, as required in each section of this RFP. By submitting a proposal, the Contractor agrees and assures that the specifications are understood and are adequate, and the Contractor accepts the terms and conditions herein. Any exception must be noted in the Contractor's response.

## **2.4 Rejection of Proposals; Right to Waive Immaterial Deviation**

HSU reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of HSU. It is also within the right of HSU to reject proposals that do not contain all elements and information requested in this RFP. A proposal will be rejected if the proposal contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by HSU on a case-by-case basis.

## **2.5 HSU's Right to Amend and/or Cancel the RFP**

HSU reserves the right to amend this RFP prior to the end date and time. Amendments will be made in writing. EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR 'S RESPONSE. Finally, HSU reserves the right to cancel this RFP at any time.

## **2.6 Costs for Preparing Proposals**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the proposal and participating in the procurement process is the sole responsibility of the Contractor. HSU will not provide reimbursement for such costs, whatsoever.

## **2.7 Continued Validity of Proposals**

All Proposals shall state that the offer contained therein is valid for a minimum of one hundred twenty (120) days from the date of opening. This assures that Contractor's proposal is valid for a period of time sufficient for thorough consideration.

## **2.8 Submitting Questions**

All questions concerning this RFP must be submitted in writing via email to the Point of Contact. Questions other than those submitted in writing will not be accepted. Only written responses will be binding. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions.

## **2.9 Mandatory Site Visit**

Each Respondent is required to make an on campus site visit, at their own expense, at least one week prior to the due date (closing date), a maximum of three (3) representatives, please. Contact Tim Jones to set up an appointment. HSU reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

## **2.10 Preparing a Response**

The Contractor must ensure its response is accurate and readily understandable. The Contractor must label its response as listed in the RFP so that HSU can easily organize and navigate the Contractor's response.

## **2.11 "Hard Copy" and Electronic Copies Required**

Contractor must provide the following number of copies:

Five (5) hard copies, one (1) Original (must be marked "Original"), and five (5) USB flash drives.

***Submissions should be NO more than 100 pages***

In the event of a discrepancy/conflict between a hard copy and an electronic version, the electronic version will govern.

**2.12 Electronic Copies**

The Contractor must use caution in creating electronic files. If HSU is unable to open an electronic file due to a virus or because the file has become corrupted. The Contractor's proposal may be considered incomplete and disqualified from further consideration. The Contractor must use commonly accepted software programs to create electronic files.

**2.13 Submitting the Response**

Mark the outside of shipping package as follows:

Bid # RFP 18-09

Name of Company

Point of Contact for Company, Email address and Phone Number

**The Contractor's complete proposal must be received on or before the due date and time at the following location:**

Mailing address: Office of Purchasing  
1100 Henderson Street  
HSU Box 7894  
Arkadelphia, AR 71999-0001

Physical Address: Office of Purchasing  
1098 Presidents Drive  
Womack Hall 208  
Arkadelphia, AR 71999

**All proposals will be time stamped by HSU upon receipt. Proposals received after the due date and time will not be evaluated.**

**Specifications and Requirements**

**3.1 Contractor Information**

The Contractor will provide the company name, company address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.

**3.2 Assignment**

Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the Contractor assign the right to any proceeds from the performance of the contract without the prior written consent of the University. In furnishing services, the Contractor shall be acting as an independent Contractor in relation to the University. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by HSU. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of HSU except as expressly provided herein. This clause of the Contract does not prevent the University from requiring Contractor to have its employees follow normal rules and guidelines for work performance, discipline and safety or from requiring Contractor to perform the requirements of this Contract satisfactorily.

### 3.3 Contractor's Liability Insurance

If awarded a contract, the Contractor shall procure and maintain insurance which shall protect the Contractor and Henderson State University (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract throughout the duration of the contract. The Contractor shall procure and maintain the insurance policies at the Contractor's own expense and shall furnish to HSU an insurance certificate listing HSU as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to this contract.

Contractor is required to maintain the following insurance coverage's during the term of

the contract: Insurance Type	Coverage Limit
1. Commercial General Liability	\$10 Million per Occurrence or more (HSU endorsed as additional insured)
2. Automobile Liability	\$1 Million per Occurrence; Combined Single Limit (Any/All autos including owned, leased, non-owned and hired vehicles.)
3. Workers Compensation	Statutory Benefits; \$1 Million Employers Liability; \$1 Million Occupational Disease (In compliance with applicable state law)
4. Sexual Misconduct/Abuse Liability	\$1 Million per Occurrence ; \$5 Million in aggregate (Can be included in Commercial General Liability Insurance)
5. Employee Dishonesty/Crime	\$2 Million Blanket Bond (Include theft of property, monies and securities of client, its employees, students, faculty, visitors and guests)
6. Products Liability	\$5 Million per Occurrence (HSU endorsed as additional insured)
7 Environmental/Pollution Liability	\$5 Million per Occurrence (HSU endorsed as additional insured)

Henderson State University shall be named as additional insured on the Commercial General Liability, Products Liability, and Environmental/Pollution Liability Insurance. Certificates of insurance for all of the above insurance shall be filed with the HSU prior to the date of performance. Said certificates, in addition to proof of coverage, shall contain a statement requiring the written notification of HSU in the event of cancellation of any of the Contractor's required policies at least thirty days before such cancellation.

As additional named insured and certificate holder, HSU should be included as follows and certificates should be sent to the following address annually:

Henderson State University – Purchasing Department  
1100 Henderson Street – HSU Box 7894  
Arkadelphia, AR 71999-0001

### **3.4 Security/Confidential Information**

The Contractor is required to screen all employees for on-site operations for prior criminal records of violence, acts against women or children, perversion or similar acts that could put members of the Henderson State University community at risk. HSU reserves the right to screen all contractor employees appointed to on-site operations, including independent background checks. HSU reserves the right to bar access to the campus to individuals deemed to be a threat to the campus community. Verification of employment background checks shall be provided to the Director of Human Resources of Henderson State University.

Contractor must complete driving record checks on all new hires that will use Contractor's and/or University vehicles and disclose those records to HSU. HSU may also request drug testing for Contractor employees at its discretion. The campus is a drug free, alcohol free, and smoke free workplace, and HSU reserves the right to request the removal of any Contractor employee from campus, at will. The Contractor must agree to comply with the request.

Contractor shall be responsible for all keys issued to them and his/her employees. All doors and windows shall be closed and locked upon completion of cleaning or maintenance operations in the area. Contractor and his/her employees shall not disturb papers or personal effects on desks, and shall not open drawers or cabinets, or use any office equipment including but not limited to telephones, computers, radios or televisions. No unauthorized person or persons shall accompany Contractor's personnel conducting work under this contract.

### **3.5 Equal Opportunity**

HSU is an equal opportunity employer. It is the policy of HSU to offer equal educational and employment opportunities to all persons without discrimination on the basis of race, color, religion, sex, age, sexual orientation, national origin, disability or veteran status.

### **3.6 Sexual Harassment**

The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and work climate. Failure of the contractor, its employees, and/or subcontractors to comply with the University's policy regarding sexual harassment could result in termination of this contract without advance notice. Further information regarding this policy is available from the Director of Human Resources of Henderson State University.

### **3.7 Smoking Policy**

The Contractor must comply with the University's non-smoking policy. Smoking is not permitted on campus. The Contractor shall be responsible for the implementation and enforcement of this requirement with respect to its employees and subcontractors.

### **3.8 Work Permission Requirement**

The Contractor agrees and acknowledges that its employees and agents, employees, as well as any subcontractor or subcontractors' personnel, working on the contract must be a citizen of the United States, or must be lawfully admitted for residence and be permitted to work in the United States under the immigration and naturalization Act 8 U.S.C. 101, et seq.

### **3.9 Contract Management**

Henderson State University's Vice President for Finance and Administration shall be HSU's authorized representative in all matters pertaining to the amendment or modification of this contract. HSU reserves the right to appoint a designee to manage the contract for HSU. The VP for Finance and Administration or designee shall have free access to the materials and the work performed at all times for measuring and inspecting the work. The Contractor is to afford the VP or designee all necessary access and assistance for so doing, including all files.

All supervision of the Contractor's or Physical Plant HSU employees, including employees of any subcontractor shall be done by the Contractor. Employees are subject to the Contractor's policies as well as the policies of the University.

### **3.10 Contractor's Uniforms and Identification**

The Contractor shall require its employees to wear distinctive uniform clothing and shall assure that every employee is in uniform no later than ten working days from the date an employee first enters on campus. Employees shall wear appropriate, seasonal uniforms. The uniform shall have the Contractor's name, easily identifiable, affixed thereupon in a permanent manner. The color or color combination of the Contractor's uniforms worn on campus must be approved, in advance, by the Administrator. Unless the performance of a particular task requires otherwise, the Contractor's employees shall be required to maintain an appearance that is neat and clean, and reflects favorably upon both the Contractor and Henderson State University.

The Contractor will ensure that its employees wear proper and neat-appearing footwear while working on the University's premises. Cost consideration will be taken into account for safety requirements of clothing worn by employees. All Contractor/subcontractor employees working under this Contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. All Contractor employees will wear identification badges approved by the Administrator. Cost of Contractor's employee badges will be borne by the Contractor.

### **3.11 Contractor Energy Conservation**

Contractor shall participate in the energy conservation activities of the University:

1. Train personnel to conserve energy by turning off unneeded equipment and lights.
2. Allow only authorized personnel to adjust the controls for heating, ventilation and air conditioning systems and report evidence of tampering with these systems to the Administrator or designee. Allow adjustment to controls for heating, ventilation and air conditioning systems in accordance with the university's energy savings contract.
3. Instruct Contractor employees in utilities conservation practices, and require them to operate under conditions, which preclude waste of the University's furnished utilities. The Contractor's instructions and programs shall include, but not be limited to, the following: a.

using lights in areas only where work is actually being performed. b. Turning off water faucets, valves and equipment after required usage has been accomplished.

### **3.12 Proposal Requirements**

This section contains the detailed requirements and related services for Facilities Management.

HSU has determined that it is best to define its own needs, desired operating objectives, and desired operating environment as expressed in the following pages. HSU will not tailor these needs to fit a particular solution Contractors may have available; rather, the Contractors shall propose to meet HSU's' needs as defined in this RFP. All claims shall be subject to demonstration. Contractors are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

#### **Tab 1: Executive Summary**

How does Contractor proposal plan to provide, satisfy, and exceed the RFP requirements? How does Contractor best align with the mission and vision of Henderson State University? The Summary should outline the programs, service commitments, proposed staffing levels and a description of the resources and investment the Contractor will make to ensure successful operation of the program.

#### **Tab 2: Company Overview and References**

A brief history of your company's presence in the services included in proposal, especially as it relates to the higher education market, including revenue level, number of current accounts, years in business, number and make up of staff.

Evidence that your company has a minimum of three (3) years of successful business experience performing comparable services to those under this RFP. Provide a list of your company's current educational clients. For those clients in the state of Arkansas, include the following information:

- Name and address of the organization
- Name and title of client contact
- Telephone number of client contact
- Date that service began

Former clients: Provide a list of companies where your company's services have been terminated (either by your company or by the client) within the past three (3) years. For those companies in the state of Arkansas, include the following information:

- Name and address of the organization
- Name and title of client contact
- Telephone number of client contact
- Date and reason for termination

Copies of your company's audited financial statements, including balance sheet, income statement and statement of cash flows, for the past two (2) fiscal years.

### Tab 3: Staff & Program

#### Implementation Staff-

Provide a Personnel Plan that includes the following:

- A complete program operating plan that includes an organizational chart and supporting information that illustrates the proposed staffing plan for each operation on a daily, weekly, and monthly basis for all type of positions included in the proposal (maintenance, custodial, grounds and management). HSU requests data on specific staffing levels (contractor provided), assigned disciplines, employee qualifications for the positions, full-time/part-time status, process for staffing and adjustments, etc.
- The organizational chart should also include the District and Corporate levels for your company. Note the physical office location of the first level of external management responsible for this proposed operation and a schedule for on-site inspections/visits.
- Summary of the fringe benefits program proposed for employees under the Contractor.
- Basic employee policies and procedures to include methods for hiring, promotion, evaluation, termination and other personnel policies;
- Explanation of your company's capacity for hiring and developing personnel at the management level;
- Discussion of any program services to be sub-contracted;
- Discussion of how proposed staffing adjustments by the Contractor will be communicated and mutually agreed upon;
- Discussion of any circumstances that would lead to additional billing for staffing from the Contractor.

Resumes for the proposed site manager(s) and key management staff for this account. Include any assistant managers with responsibility for operations and any other managerial level positions along with resumes. Resumes should include education, experience, background, specific professional accomplishments and any special qualifications.

Description of proposed methods for assuring that your company's employees maintain satisfactory performance levels. Include any incentives or reward programs used to motivate employees.

#### Program Implementation Plan-

Provide a plan for implementation of the proposed program with a timeline and information that will assure a smooth, professional and organized transition. Please include what circumstances will lead to additional billing for program services from the Contractor.

### Tab 4: Financial

Include a financial outline that provides the University with a detailed description of charges to HSU and other specific costs/charges to be included in the program plan. An annual physical plant operating budget projection for HSU should be included. This budget projection should include a cost allocation between HSU and Contractor.

Provide a list of equipment required to perform the services and identify who shall be responsible for securing and maintaining the equipment. Other information to include should address the following topics:

- List any preferred equipment suppliers
- Plan for adding additional equipment when needed and to replace any equipment not working properly
- Plan for determining ownership of replacement equipment

HSU is interested in balancing efficiency with quality work/study/living environments by controlling the total cost for physical plant operations including maintenance, grounds and custodial services while maintaining and ultimately improving the quality of the services and plant. The Contractor's response should indicate how its program and management assistance with budget projections, controlling costs and evaluating results can assist in achieving this objective.

Contractor will be responsible for absorbing any remaining financial commitments in HSU's current facilities management contract.

Contractor should detail any specific investment in the university physical plan that would be included in the proposed facilities management contract.

#### Tab 5: Program Operations & Systems

Include a discussion of the Contractor's program features including a description of the Contractor's computerized management systems, operating procedures, quality control systems and communication tools. Specifically, please include information related to:

- Maintenance Methods - Indicate if the Contractor will develop its own method used in providing maintenance services. If so, explain how the methods will be developed (combination of materials, equipment, frequency, operator training, etc.) and how they are coordinated with maintenance recommendations provide by the manufacturer of major campus equipment.
- Preventative Maintenance - HSU seeks a computerized Preventative Maintenance program that will cover all aspects of campus facilities. This program should produce reports, help extend the life of the equipment, track costs, parts and labor, incorporate all new facilities and equipment and meet manufacturer specifications on said equipment.
- Work Orders - The Contractor's computerized programs should include a well-defined, yet simple work order system. This would include a database for tracking labor and material costs for specific tasks. Some information to include would address the ease of use by campus personnel; who supplies the hardware for the system; who is responsible for on-going upgrades and replacements, etc. Indicate how work orders will be prioritized and how the timeliness of completion will be monitored. The work order system must include functionality for communicating with faculty, staff and students for submission and monitoring of work orders.
- Professional Resources - HSU seeks assistance in planning facility upgrades and

repairs and in locating replacement parts for outdated or non-compliant equipment and facilities. Some additional information to include would address what general resources the Contractor would make available concerning these issues, on recommending new equipment and renovation/constructions to meet regulations.

- Roads and Grounds - Provide information as to programs and capabilities in management of this campus component.
- Systems Support - Please provide specific resources the Contractor would make available to respond to issues related to the following areas:
  - 1) Alarms and Monitoring
  - 2) Building Monitoring Systems
  - 3) Communication Systems and radios for plant operations
  - 4) Fire, Safety and Security
  - 5) Environmental Health and Safety
  - 6) APPA Standards
  - 7) Selection of Specialized Equipment (Utility Vehicles, Bucket Trucks or High Lift Devices, Lawn Mowers, etc.)
- Custodial Methods - Indicate if the Contractor will develop its own method used in providing custodial services. If so, explain how the methods will be developed (combination of materials, equipment, frequency, operator training, etc.) and how they are coordinated with the cleaning and maintenance recommendations provide by the manufacturer of materials, e.g. floor, wall, ceiling materials and finishes.
- Standards and Inspection - Provide the Contractor's internal quality assurance program, including samples of any inspection/quality audit forms used as part of any district/regional/corporate visitations. Describe follow up procedures for customer complaints including what will be done to assure that the same problems are not repeated. Indicate a plan for ongoing as well as periodic customer service monitoring.
- Procurement of Disposables - Provide the Contractor's plan or expectations of HSU for the procurement of disposables (i.e. toilet paper, garbage bags).

#### Tab 6: Training Programs

Provide a description of training and recognition/incentive/motivation programs for management and hourly associates (contractor provided and/or college staff). The objective is to improve efficiency while simultaneously reducing expenses and improving quality of services.

Responses should succinctly outline the training resources available to and used by the Contractor along with a description of the scope of training material available. Include how training is administered and how many training hours (per year) are allotted for continuing employees. Indicate if training materials, awards, etc. are budgeted as a specific expense.

#### Tab 7: Accountability and Performance Monitoring

The Contractor must demonstrate a commitment to continuous improvement in the quality of delivered services. Provide a description of performance measures that will be identified to continually monitor performance in all service areas against expectations.

### **3.13 Access to Records**

The books, records, documents and accounting procedures and practices of the Contractor relevant to this contract shall be subject to examination by HSU and /or Agency of the State of Arkansas.

### **3.14 Permits and Licenses**

The successful Contractor shall have, maintain and post (as required) valid and appropriate permits and licenses for complying with City and State regulations , meet all codes, pay promptly all charges and fees and give all notices necessary and incidental to the due and lawful operation at HSU.

### **3.15 Proposal Evaluation, Negotiations, and Award**

The objective of the evaluation process is to identify the proposal which represents the best value to HSU based on a combination of technical and cost factors. Based on the results of the initial evaluation, HSU may or may not elect to negotiate technical and/or cost factors as further described in the RFP. Once the evaluation process has been completed (and any negotiations HSU desires to conduct have occurred), the apparent successful Contractor(s) will be required to enter into discussions with HSU to resolve any exceptions to HSU's contract.

### **3.16 Negotiations of Proposals and/or Cost Factors**

HSU possesses discretionary authority to conduct negotiations as it deems appropriate. The objective of negotiations is to obtain the Contractor's best terms. Negotiations are at HSU's discretion; therefore Contractor should submit its best response and NOT assume Contractor will be granted an opportunity to negotiate.

### **3.17 Selection and Award**

The Contractor with whom HSU is able to reach agreement as to contract terms will be selected for award.

### **3.18 Site Visits and Oral Presentations (Optional)**

HSU reserves the right to conduct site visits or to invite Contractors to present their proposal to the Evaluation Team.

## **Physical Plant Service Requirements**

### **4.1 Management Organization**

The Contractor will provide an experienced Facilities Management Director who reports directly to Vice President for Finance and Administration. In addition, the Contractor will provide a Supervisor for each major function; Maintenance, Custodial Services, and Landscaping and Groundskeeping. For individual divisional contracts, the Contractor will provide a Director for the specific division to report to the Facilities Management Director.

### **4.2 Normal Hours and Emergencies**

Maintenance and custodial services are required to be on-call 24 hours per day seven days per week. A Work Control Center will be required to be staffed Monday-Friday 8:00 am 5 :00 pm.

Currently, most physical plant staff for all divisions work 7:00 AM to 3:00 PM or 8:00 AM to 5:00 PM Monday- Friday. Custodial Staff typically work 5:30AM to 2:30PM. There will be some degree of flexibility.

A university campus is active 24 hours/day and 7 days/week during regular academic terms. It is expected that the Contractor will provide essential support for evening and weekend activities in addition to the typical work schedules outlined in this section.

During emergencies, or under emergency conditions, the Contractor may be directed to perform services other than those scheduled within the building or area being serviced. The Contractor must respond immediately to all emergency service calls. Emergency work may be required after normal working hours, weekends, holidays, etc.

The Contractor is responsible for water vacuuming in the event of a water line break or other water problems. The Contractor will be required to reassign people from other duties as required to handle water vacuuming (wet vac) work and the placement of dehumidifiers.

#### **4.3 Subcontractors**

It is assumed that "specialty" outside subcontractors will be required in limited circumstances. Contractor must provide oversight and management. Contractor will request proposals for services and provide HSU with a minimum of three proposals for any contract that shall exceed \$2,500. HSU will pay and establish contracts directly with the subcontractor for these services. Currently, qualified subcontractors are used to provide the following services: elevator maintenance and repair, elevator inspections, interior and exterior pest and rodent control, termite treatment, alarm tests and inspections, fire extinguisher and fire suppression maintenance, chiller and cooling tower maintenance, alarm monitoring, waste hauling, and grease trap maintenance.

#### **4.4 Major vs. Minor Repairs**

"Major Repairs" and "Major Projects" will be defined as any repair or project that exceeds a cost of \$5,000.00. Therefore any "Minor Repair" or "Minor Project" would be any repair or project with a cost under \$5,000.00. The Contractor's staff will be expected to perform any minor repairs and assist in any major repairs that are within the Contractor's scope of work. All major repairs and projects will require approval from HSU before the work is initiated.

#### **4.5 Building Drawings**

The Contractor is responsible for managing and maintaining the drawings of the various buildings on campus existing at the time of contract as well as any rendered during the contractual term.

#### **4.6 Facilities Audit**

A Facilities Audit will be performed and submitted to HSU at commencement of the contract and every three (3) years. The initial audit will be due within six months of contract start date. Sufficient detail is required to develop a comprehensive maintenance and capital plan and budget. This audit should include specifications and ages of facilities and equipment maintained. It should also include a listing of any deferred maintenance.

#### **4.7 Set Up/Moving Services**

Contractor will be responsible for event set ups and furniture moving. This includes coordinating and meeting with Event Scheduling and other appropriate HSU staff and faculty. There are approximately 600 setups on campus throughout the year and very few off campus moves/setups. Examples are: Alumni Weekend, Parents Weekend, Homecoming Weekend, commencement ceremonies, etc. Additionally, there are set ups and furniture moving from offices and classrooms to the storage areas.

#### **4.8 Supplies**

Contractor must supply all cleaning supplies and equipment. Contractor must supply all custodial equipment to include but not limited to vacuums, floor machines, mops, buckets, ringer, etc. Contractor will replace or repair equipment as necessary.

Contractor must supply all tools and equipment for building and operations maintenance, and landscaping maintenance that may be necessary to complete contracted services. Contractor will replace or repair equipment as necessary.

### **Maintenance Service Requirements**

#### **5.1 Maintenances Services**

The following Maintenance Services are required: Project Management, Exterior Building Maintenance and Repair, Interior Building Maintenance and Repair, Equipment & Systems Operation, Heating and Air Conditioning, Food Service and Kitchen Equipment Repair, Plumbing, Electrical Systems, Preventive Maintenance and Miscellaneous Services.

#### **5.2 Buildings Serviced**

All university facilities will be included in the contract. These include the main campus, community education center, Simonson Field Station, and Landmark Building.

#### **5.3 Project Management**

Contractor will provide appropriate staff to manage contracts for the entire Plant Operation and Maintenance function.

#### **5.4 Exterior Building Inspection, Maintenance and Repair**

Contractor must conduct visual inspections of all building exterior areas, and provide a written report annually. Inspections shall include, but are not limited to the building structures, exterior lighting, interior of below grade space for evidence of water penetration, roofing, flashing, edge strips, drains, gutters, awnings, balconies and roofs. The Contractor is responsible for minor repairs and for reporting areas needing major repairs.

#### **5.5 Interior Building Inspection, Maintenance and Repair**

Contractor must also conduct visual inspections of all building interiors. Interior building maintenance and repairs must be carried out based on a combination of activities which include the formal inspections, preventive maintenance actions and demand repair work as well as

routine inspections. These inspections and maintenance shall include, but is not limited to tile, vinyl flooring, carpet, plaster and gypsum wallboard, acoustical ceiling tile, signage, doors, trim, windows, window coverings, lighting, fixtures, hardware, wallpaper and paint.

### **5.6 Equipment & Systems Operation**

Contractor must operate all building systems. In addition, Contractor must inspect and record the conditions of all systems and components that have local alarms, indicators, and gauges. Contractor shall take the necessary actions to maintain their normal condition or necessary corrective actions to return them to normal condition or to reverse a trend toward an abnormal condition. All actions shall be in accordance with recommendations of each system manufacturer.

### **5.7 Heating and Air Conditioning**

Contractor shall be responsible for the operation, minor repair, and preventive maintenance for all the heating and cooling systems, subsystems, and components. All heating and cooling equipment shall be operated in accordance with State, local and Federal laws, regulations, and permits.

Contractor will provide qualified HVAC Technician(s), with experience in heating, heat transfer, refrigeration theory, water treatment and purification systems. Contractor personnel will remain current with technological improvements and advances in engineering and design of high and low temperature hot water heating systems, water cooling systems, and water treatment systems.

Contractor personnel shall be thoroughly knowledgeable of all new EPA regulations regarding reclaiming refrigerant from air conditioning, refrigeration and freezer systems. Contractor personnel shall provide all minor and routine repair services such as replacing pumps, belts, wall units, thermostats, etc.

As a part of ongoing construction and renovation activities, warranties are provided to HSU on numerous systems and components of the campus. Contractor's maintenance services shall be coordinated with such warranties and/or other maintenance agreements. In addition, Contractor shall initiate requests for warranty and/or service agreement work.

A preventive maintenance program shall be prepared and scheduled maintenance activities shall be conducted according to manufacturer's instructions. Examples of scheduled maintenance includes, but is not limited to such functions as inspecting and cleaning or changing fan coil units, filters, condensers, pressure relief valves, steam traps, pumps, belts and strainers.

### **5.8 Food Service and Kitchen Equipment**

HSU outsources its Dining Services, and the current Contractor is Sodexo Operations, LLC. The Facility Contractor will interface with the Food Service Contractor and is responsible for all structural repairs to, and maintenance of, the building and fixed equipment (including attached lighting fixtures, air conditioning, and ventilation equipment) required for Dining Services. Major repair and/or replacement of certain food service equipment will be provided by HSU or Sodexo Operations, LLC. All lubrication of food service and kitchen equipment shall be in accordance with manufacturer guidelines and USDA requirements. Inspections of food service equipment

shall include checking for proper operations and correct temperature and performing minor adjustments and maintenance procedures shall be performed according to manufacturer's recommendations. It is Sodexo Operations, LLC's responsibility to operate the equipment properly, to maintain it in good working order, and to notify Physical Plant Services of necessary repairs.

## **5.9 Vehicle Fleet**

Contractor shall provide necessary transportation to carry out all contracted services. This will include but is not limited to trucks, vans, golf carts, utility carts and trailers. It will be the sole responsibility of the contractor to insure, maintain and fuel all vehicles. Contractor will also be required to assist in the management and maintenance of HSU vehicles. This is to include, but is not limited to transporting vehicles for service and repairs, fueling vehicles, maintaining service logs and vehicle usage scheduling.

## **5.10 Plumbing**

Contractor shall provide for plumbing maintenance and repair activities. Major repairs or system renovations will be contracted for by HSU. Contractor shall generally be responsible for unclogging drains or toilets and repairing or replacing certain fixtures or valves.

## **5.11 Fire Protection Systems**

Maintenance on the fire protection systems (sprinklers) shall consist of monthly inspections conducted by Contractor personnel. Annual inspections are conducted by an outside contractor coordinated by the Contractor. Inspections will be performed on the condition of all components for corrosion and rust by an outside contractor. Major system inspections shall be performed by a certified fire protection systems contractor contracted for by HSU.

## **5.12 Fountain and swimming pools**

Contractor shall provide routine and minor maintenance for the outside fountain (located at main entrance to campus). The fountain will be kept clean and free of algae and debris. Major repairs or renovations shall be contracted for by HSU.

Contractor shall provide routine and minor maintenance for swimming pools located on campus (Wells Center, Ridge Point Apartments, and Reddie Villas). Swimming pools will be kept clean and free of algae and debris. Major repairs or renovations shall be contracted for by HSU.

## **5.13 Electrical Systems**

Contractor shall be responsible for operation, maintenance and repair of the power and wiring systems and components that are utilized. Regularly scheduled maintenance functions shall include checking transformers, panels, breakers, switch gear, bypass circuits and wires. Contractor shall work with local utility to ensure proper power supply, distribution, energy conservation and billing. The Contractor is responsible for implementing the Energy Management Plan, to be prepared by HSU.

## **5.14 Painting**

Contractor will provide painting as required for routine touch up or painting projects throughout the year. A maintenance schedule shall be kept to ensure high traffic areas such as

entrances, lobbies, doors and corridors are properly maintained in a timely manner.

### **5.15 Preventive Maintenance**

Contractor is responsible for preparing and maintaining the complete and detailed preventive maintenance schedule for all components maintained by Contractor. Contractor's preventive maintenance program will minimize equipment or system breakdown or failure. If a manufacturer's written preventive maintenance instructions and schedule does not exist, Contractor must develop a preventive maintenance instruction and schedule.

### **5.16 Warehouse Management**

The Contractor will provide the management of the storage areas including inventory control and organization.

### **5.17 Miscellaneous Services**

The following miscellaneous services are required:

- Provide coverage for special events at nights and on weekends by request.
- Schedule and supervise annual elevator maintenance.
- Maintenance of all local codes including NFPA 25 and OSHA reporting/recording guidelines.
- Project Management assistance on renovation and new construction projects, as requested by HSU.
- Coordination of campus recycling program.
- Coordination and oversight of campus solid waste management, including dumpster placement and management during student move in and out.
- Hazard Communication program covering chemicals handled by Facilities Management personnel.
- Miscellaneous moving of equipment and/or furniture.
- Residence hall inspections, at check in and check out for Fall, Spring and Summer terms.
- Management of monthly utilities billing including electric, water and gas. Contractor will track usages and budgets, and report monthly billings to the Accounts Payable department.

## **Custodial Service Requirements**

### **6.1 Custodial Services**

The following Custodial Services are required: Project Management, Residence Halls, Academic and General Purpose Buildings, and Miscellaneous Services

### **6.2 Buildings Serviced**

All university facilities will be included in the contract. These include the main campus, community education center, Simonson Field Station, and Landmark Building.

Exterior cleaning of all buildings must be included. All outdoor areas must be free of debris.

### **6.3 Residence Halls**

Contractor must clean the following areas in the residence halls:

Contractor must schedule custodial services during the day time and will provide coverage during regular working hours of the client. Contractor uses a team cleaning approach where possible. Areas where team cleaning is not advised will be cleaned by individual team members.

Entrance ways, lobbies, lounges, corridors, stairwells, laundry rooms and kitchens will be cleaned daily. Contractor must empty, clean and damp wipe all receptacles with a disinfectant cleaner and remove waste paper and rubbish from the premises. Contractor must vacuum rugs and carpet. Contractor must dust mop and spot damp mop hard surface floors. Miscellaneous duties include, but are not limited to: cleaning furniture, fixtures, spot cleaning carpet, rugs, walls, doors, entrance glass and partitions, and removing tape from doors, windows, and walls. In kitchen areas, countertops will be cleaned as well as microwave ovens and stove tops. Ovens will be cleaned over summer break and as needed through the school year.

Contractor must clean public or community rest rooms and shower rooms daily. Contractor must mop floors with a disinfectant cleaner. Clean and polish all mirrors, fixtures, and enameled surfaces. Contractor must disinfect all basins, urinals, and bowls using non-abrasive cleaner. Contractor must empty and sanitize all receptacles and damp wipe them with a disinfectant cleaner and remove waste paper and rubbish from the premises. Miscellaneous duties include, but are not limited to: washing all partitions, tile walls, to include grout and outside surfaces of all dispensers and receptacles with a disinfectant cleaner. Contractor must restock toilet tissue, hand soap, and towel dispensers. Contractor must scrub and disinfect all shower walls floors, to include grout, doors and curtains to remove soap scum and mildew.

Public rest rooms will be checked and cleaned as required on Saturday and trash will be removed.

#### Resident Rooms

Contractor must clean resident rooms after move outs and/or before weekly camps from May through August, other summer resident events, and before check in. Cleaning will consist of removing trash and litter, cleaning furniture, fixtures, walls, windows and cleaning carpet or stripping and refinishing hard surface floors. Contractor must arrange furniture in rooms where needed.

There are several events that require multiple cleanings in the summer. Contractor will clean resident rooms after conferences and camps. Cleaning will consist of removing trash and litter, spot clean furniture, fixtures, walls, windows, carpet and tile.

Prior to opening of residence halls (in August) there will be a building inspection with the Contractor manager and each resident director one week after the conference season followed by a "white glove" crew who will be assigned to each resident director by Contractor to fulfill final custodial/maintenance needs prior to opening of the residence halls.

Private bathrooms should be cleaned during Christmas and Spring Breaks, after move outs and/or before weekly camps from May through August, other summer resident events, and

before check in. Anytime an occupied, private room is entered throughout the school year (including Christmas and Spring Break), more than one custodian should be present. In private bathrooms, the contractor must mop floors with a disinfectant cleaner.

Clean and polish all mirrors, fixtures, and enameled surfaces. Contractor must disinfect all basins, urinals, and bowls using non-abrasive cleaner. Contractor must empty and sanitize all receptacles and damp wipe them with a disinfectant cleaner and remove waste paper and rubbish from the premises. Miscellaneous duties include, but are not limited to: washing all partitions, tile walls, to include grout and outside surfaces of all dispensers and receptacles with a disinfectant cleaner. Contractor must scrub and disinfect all shower walls floors, to include grout, doors and curtains to remove soap scum and mildew.

In the common area spaces cleaning will consist of removing trash and litter, cleaning furniture, fixtures, walls, windows and vacuuming and cleaning carpet or sweeping and mopping hard surface floors.

#### Project Work

Contractor must shampoo carpets and strip, scrub, and refinish hard surface floors on a scheduled basis. Contractor must polish all hard surface floors commensurate with daily traffic to maintain a good appearance at all times. Miscellaneous project duties include, but are not limited to: washing exterior windows that are easily reachable by Contractor's on-site personnel and pressure washing walkways and balconies. Contractor must clean ovens in kitchen areas on a semi-annual basis.

Trash should be removed once over the weekend from Residence Hall receptacles.

Contractor will extract carpet in medium to high traffic areas as required to maintain a neat and clean appearance a minimum of four times per year.

Contractor will work with Residence Life to replace mattresses on a cyclical maintenance program. Contractor will arrange each room according to plan.

Contractor will clean and extract upholstered furniture according to manufacturer requirements a minimum of twice per year.

#### **6.4 Academic and General Purpose Building Services**

Contractor must clean these facilities as to not disturb office or academic personnel. Certain buildings should be cleaned prior to 8:00 AM. Contractor must clean the following areas in the academic and general purpose buildings:

##### Public Areas (Daily Five (5) Days Per Week)

Entrance ways, lobbies, lounges, corridors and stairwells will be cleaned daily. Contractor will empty; clean and damp wipe all receptacles with disinfectant cleaner and remove waste paper and rubbish from the premises.

Contractor will vacuum rugs and carpet. Contractor will dust mop and spot damp mop hard surface floors. Miscellaneous duties include, but are not limited to: dusting and vacuuming

furniture and fixtures, spot cleaning carpet, rugs, walls, doors, entrance glass and partitions removing tape from doors, windows, and walls.

#### Rest Rooms (Daily Five (5) Days Per Week)

Contractor must mop and scrub floors with a disinfectant cleaner. Contractor will clean and polish all mirrors, fixtures, and enameled surfaces. Contractor will disinfect all basins, urinals, and bowls using a non-abrasive cleaner. Contractor will empty and sanitize all receptacles, damp wipe them with a disinfectant cleaner and remove waste paper and rubbish from the premises. Miscellaneous duties include, but are not limited to: washing all partitions, tile walls, and outside surfaces of all dispensers and receptacles with a disinfectant cleaner. Contractor will restock toilet tissue, hand soap and towel dispensers.

#### Office Areas (Daily Five (5) Days Per Week)

Contractor will empty, clean and damp wipe all waste receptacles with a disinfectant cleaner and remove waste paper and rubbish from the premises. Contractor will vacuum rugs and carpet. Contractor will dust mop and spot damp mop hard surface floors. Contractor will clean all water coolers. Miscellaneous duties include, but are not limited to: dusting furniture to include desks, credenzas, lamps and mini blinds; fixtures, window sills, spot clean carpet, rugs, walls, doors, entrance glass and partitions.

#### Classrooms (Daily Five (5) Days Per Week)

Contractor will empty; clean and damp wipe all waste receptacles with a disinfectant cleaner and remove waste paper and rubbish from the premises. Contractor will clean and erase all chalk boards, white boards and chalk trays. Contractor will vacuum all carpet, and dust mop and spot damp mop all hard surface floors. Straighten furniture in an orderly fashion according to plan. Miscellaneous duties include, but are not limited to: dusting furniture to include desks and mini blinds; fixtures, window sills, spot clean carpet, rugs, walls, door entrances, glass and partitions. Classrooms scheduled to be used by evening programs will be spot cleaned prior to 5:45 PM, Monday-Friday.

#### Laboratories (Daily Five (5) Days Per Week)

Contractor will empty; clean and damp wipe all waste receptacles with a disinfectant cleaner and remove waste paper and rubbish from premises. Contractor will dust mop and spot damp mop all hard surface floors in the lab areas. Contractor will clean and erase all chalk boards and chalk trays. Miscellaneous duties include, but are not limited to: dusting furniture, fixtures, window sills, spot cleaning carpet, rugs, walls, door entrances, glass and partitions. Classrooms scheduled to be used by evening programs will be spot cleaned prior to 5:45 PM, Monday- Friday.

#### Dining Areas

The Food Service Contractor is responsible for the routine cleaning of its food service areas. Contractor is responsible for routine cleaning of floors in dining areas. Contractor representatives will assist and provide guidance to the Food Service Contractor either when asked or when requested by HSU.

#### Project Work

Contractor will shampoo carpets and strip, scrub, and refinish hard surface floors on a scheduled

basis. Contractor will polish all hard surface floors commensurate with daily traffic to maintain a good appearance at all times.

Miscellaneous project duties include, but are not limited to: dusting bookshelves in the library (library personnel must remove books), washing exterior windows (a minimum of twice annually) and pressure washing walkways and balconies.

Note: Special weekend cleaning services may be required for Saturday classes, athletic and special weekend events, when adequate notice will be given. Trash removal should occur once over each weekend.

## **Grounds Maintenance Requirements**

### **7.1 Grounds Services**

HSU includes approximately 150 acres requiring mowing and intensive care. A detailed review of the areas to be maintained will be conducted during the campus visit by the proposing contractors. Routine services will consist of the following:

#### Mowing

The season will dictate the frequency of mowing. Contractor will maintain grass at appropriate heights. Included in this task shall be the maintenance of mowing equipment to assure clean and even cutting, prevention of rutting of turf by equipment, avoidance of scalping and the avoidance of damage to trees and shrubs. If clippings are present on paved areas after mowing, paved areas shall be swept or blown.

#### Trimming

Contractor will trim grass on lawns at the heights and on the frequencies of mowing.

#### Edging

Contractor will edge turf along sidewalks, driveways, and curbs on the same frequencies of mowing. Properly edged turf shall not extend over curbs, sidewalks and driveways.

#### Fertilization

Fertilization and pest control, including fire ants, will be the responsibility of the Contractor. Fertilization is to be done on an as needed basis to keep turf and other landscaping plants healthy.

#### Athletic Fields

The Athletic Fields should be properly maintained according to appropriate guidelines.

#### Weed Control

Contractor will keep grounds free of weeds by cultural control or timely application of appropriate herbicides, to control grass and weeds on walks, drives and parking lots.

#### Tree, Shrub and Ground Cover Maintenance

All beds and planters containing exposed soil shall be cultivated and mulched. Contractor will keep planting beds and tree rings free of weeds by manual removal or by the timely application

of herbicides. Contractor shall maintain hedges at an appropriate height and shall hand prune when necessary to facilitate new growth.

Contractor will regularly prune trees and shrubs as required. Work will be accomplished by persons who have been trained by a Contractor Landscaping Technician.

#### Mulch

All beds shall be mulched at least once annually or as necessary in order to maintain a fresh, clean bed presentation. Mulch will be provided by Contractor.

#### Gardens and Plantings

The Contractor will maintain the established gardens/landscaping and follow guidelines established in Master Plan. All major landscaping services and all major grounds projects are Contractor managed. The Contractor will provide and plant perennials, annuals, and bushes. Tree removal will be done within the capabilities of Contractor's on-site staff.

#### Parking Lot Maintenance

Contractor will oversee surface parking lot maintenance, which is to include, regular maintenance walk-throughs, replacement of lights, re-striping, spot pressure washing, the management of monthly sweeping (which may be provided in-house or out-sourced if approved by HSU), and the management of annual complete pressure washing.

#### Pavements

Contractor will inspect all paved surfaces regularly and patch or repair as required. Major repair or renovation projects will be approved in advance by HSU. All paved areas will be kept clean.

#### Trash Removal

The Contractor will be responsible for all cost associated with trash removal and recycling. Trash removal services are Contractor managed. Contractor personnel will be responsible for transporting trash to dumpsters and recycled trash to the appropriate collection site on and off campus.

#### Leaf Removal

Contractor will remove leaves from beds, roof tops & gutters and drains as needed.

#### Irrigation System

Monthly irrigation maintenance and repair will be Contractor managed. Contractor will make all repairs needed to lawn irrigation.

## **University Responsibilities**

### **8.1 Henderson State University Responsibilities**

- HSU shall furnish adequate outside refuse containers and service for removal of refuse.
- HSU shall provide an office and adequate storage space.
- HSU will provide necessary telephone extensions and local telephone service to the Contractor.
- HSU will be responsible for its utility systems, their maintenance and cost, exclusive of cost resulting from Contractor negligence.
- HSU will provide reasonable security to protect any and all Contractor equipment and supplies against damage, theft or vandalism. It will be understood between both parties that the University will be held blameless and without liability for any loss or damage to or act(s) of vandalism against any equipment on property of HSU regardless of the cause of such loss, damage or act(s) and for any suit for product liability.
- HSU will be responsible for the repairs and maintenance of furnishings and large equipment that is owned by HSU.
- HSU will be responsible for the removal of trash from the campus collection points (from dumpsters and roll off containers).
- HSU will be responsible for the cost of re-keying and replacing lock cylinders if HSU chooses to change its locks campus-wide.

## **General Terms and Conditions**

### **9.1 Legal Considerations**

Any contract resulting from the award of this RFP 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 Arkansas State Claims Commission. Any legal proceedings against vendor shall be brought in the State of Arkansas administrative or judicial forums. Venue will be Clark County, Arkansas.

### **9.2 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 vendor, 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.

### **9.3 Ethical Standards Law**

As an agency of the State of Arkansas, the University is bound by and will comply and require compliance with the "Ethics in Public Contracting Laws" found in Arkansas Code Annotated (ACA), Section § 19-11-701 et seq. Definitions of terms used in this law can be found in Section §19-11-701 of the ACA. Any violation of these ethics laws can result in the cancellation of any contract with the University.

#### **9.4 Term of the Contract**

The contract period begins approximately July 1, 2018 with a maximum term of seven (7) years or June 30, 2025. By mutual agreement, the University and the vendor may elect to extend the contract for the full maximum of seven years, in one or two-year increments or any portion thereof, but not less than monthly increments, at the contract compensation rate for those renewal periods. In no case will the Contract be extended to a period greater than seven years from the day the contract is signed by the University. The University shall notify the vendor at least sixty (60) days prior to the end of each annual 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 university 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 to continue the contract beyond the end of a biennial period.

#### **9.5 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

##### **9.5.1 Termination for Default**

The University may terminate this contract, when the University determines that the vendor or any 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, 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 vendor shall be liable to the University for any excess costs for such similar supplies or services. In addition, the vendor 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 Vendor shall be paid for those deliverables, which have been 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.

### **9.5.2 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 vendor 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 vendor and the University for partially completed deliverables.

### **9.5.3 Termination for Unavailability of Funds**

In the event that 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.

### **9.6 Procedure on Termination**

Upon delivery by certified mail or any delivery requiring signature to the vendor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the vendor 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 vendor 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 vendor and in which the University has or may acquire an interest.

The vendor 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.

#### **9.6.1 Termination Claims**

After receipt of a Notice of Termination, the vendor 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 vendor and the University may agree upon the amounts to be paid to the vendor by reason of the termination of work pursuant to this article. The contract shall be amended accordingly. In the event of the failure of the vendor and the University to agree in whole or in part as to the amounts with respect to costs to be paid to the vendor in connection with the termination of work pursuant to this article, the University shall determine on the basis of information available, the amount, if any, due to the vendor by reason of termination and shall pay to the vendor the amount so determined.

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

#### **9.7 Vendor as Independent Contractor**

It is expressly agreed that the vendor and any subcontractors and agents, officers, and employees of the vendor 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 vendor or any subcontractor and the University.

#### **9.8 Force Majeure**

Neither party will be liable for any failure to perform if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the party. Such causes may include, but are not restricted to, acts of Nature, fires, quarantine restriction, strikes, epidemics, and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the party.

#### **9.9 Disputes**

Any dispute concerning performance of the contract shall be decided by Henderson State University through its head of Purchasing who shall reduce his/her decision to writing and serve a copy to the vendor. Henderson State University's decision will be final pursuant to ACA § 19-11-246. Pending final determination of any dispute hereunder, the vendor shall proceed diligently with the performance of the contract and in accordance with the Directors or the University's direction.

#### **9.10 Confidentiality of Information**

The vendor 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.

### **9.11 Public Disclosure**

Upon signing of the contract by all parties, the terms of the contract shall become available to the public, pursuant to the provisions of ACA § 25-19-101 et seq. unless subject to lawful exemption.

### **9.12 Inspection of Work Performed**

Henderson State University, or their authorized representatives shall, at all reasonable times, have the right to enter into vendor'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 vendor 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.

### **9.13 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 vendor shall not enter into any written subcontract without the prior written consent of HSU Administration.

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

The contractor shall give the HSU Administration 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 vendor, may result in litigation related in any way to the contract or the State.

### **9.14 Indemnification**

The vendor agrees to indemnify, defend, and hold harmless the University, its officers, agents and employees from

- Any claims, losses or injuries to the person or property, 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, losses or injuries to the person or property 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 vendor, its officers, employees, or subcontractors in the performance of the contract.
- Any claims, losses or injuries to the person or property resulting to any person or firm injured or damaged by the vendor, 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 vendor, its officers, employees, or subcontractors to observe Arkansas and applicable Federal laws, including but not limited to labor laws and minimum wage laws.

### **9.15 Employment Practices**

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

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 vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the clause.

The vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the vendor; state that all qualified applicants will receive consideration for employment without regard to protected status.

The vendor shall comply with all state and federal nondiscrimination laws and regulations.

### **9.16 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.

### **9.17 State Property**

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

### **9.18 Contract Severability**

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 vendor shall be relieved of all obligations arising under such provision; however, 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.

### **9.19 Attorney's Fees**

In the event that either deems it necessary to take legal action to enforce any provision of the contract, in the event the State prevails, the vendor 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.

### **9.20 Environmental Protection Act Compliance**

The vendor shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the Clear 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 vendor shall report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

### **9.21 Liability**

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

### **9.22 Records Retention**

In accordance with Federal regulation, the vendor 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 vendor 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.

### **9.23 Access to Vendor's Records**

In accordance with Federal regulation governing contracts in excess of \$10,000, the vendor 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 vendor, which are directly pertinent to any services performed under the contract. The vendor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

**NOTE:** The successful Respondent will enter into a Technical/General Service Contract that will require approval prior to any work conducted. Respondents may find more information on Act 557 and its requirements at this link: (see “Act 557 Reporting Requirements”) <http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx>

See the following link for the form that will be completed at contract execution:

<https://www.dfa.arkansas.gov/procurement/technical-and-general-services-tgs/>

The Performance Standards that are required under Act 557 are included for reference purposes.

**SERVICE PERFORMANCE STANDARDS**

Act 557 requirements. This chart of Performance Standards is provided for reference only. No response is required at this time.

<b>Service Criteria</b>	<b>Acceptable Performance</b>	<b>Compensation/Damages</b>
<b>Adherence to University Requirements</b>	Reference standard terms, Conditions (Section 3), and all articles of RFP	<b>Termination of Contract.</b> This termination clause will apply for insufficient performance of services by vendor at the sole discretion of Henderson State University.
<b>Provision of Services</b>	Service Requirements Sections 4, 5, 6, & 7	Reference Sections 9.5.1 & 9.5.2 of RFP

State of Arkansas Requirements

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) certify, prior to the award of the contract, which they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

<https://www.ark.org/dfa/immigrant/index.php/user/login>

**This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.**

If you have any questions, please call the Purchasing Department at 870-230-5117.

Thank you.

Tim Jones  
Director of Purchasing

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*TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:*

Please check the appropriate statement below:

\_\_\_\_\_ We have certified on-line that we do not employ or contract with any  
Illegal immigrants  
Date on-line certification completed: \_\_\_\_\_

\_\_\_\_\_ We have NOT certified on-line at this time, and we understand that  
no contract can awarded to our firm until we have done so.  
Reason for non-certification: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_  
(printed or typed)

Date: \_\_\_\_\_

# RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Contract Number	
AASIS Number	*Henderson State University will provide number.
Description	
Contractor	

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Restriction of Boycott of Israel – Arkansas Code Annotated § 25-1-503

Prior to award of any contract/purchase order with a value of \$1,000 or greater, the successful bidder/contractor must certify in writing that the bidder/contractor is not currently engaged in, and agrees that for the aggregate term of the contract will not engage in, a boycott of Israel.

Prior to issue of any contract/purchase order with a value of \$1,000 or greater, the issuing Agency shall obtain a written statement from the intended awardee that the intended awardee does not currently engage in, and agrees for the aggregate term of the contract, that they will not engage in a boycott of Israel.

Agencies should require the successful bidder/contractor to fill out, sign and date (in ink) and return the “RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION” form located on the Office of State Procurement website under FORMS/REPORTING – Solicitation Templates/Boycott of Israel Certification Form. This signed certification must be attached to the AASIS contract/purchase order or a printed version must be kept in the bid report.

If the contractor violates the above certification or is found to not be in compliance during the term of the contract, the state may require the contractor to remedy the violation within 60 days of discovery of that violation. Failure to remedy the violation within the 60 day period may result in termination for breach of contract, and the contractor may be liable to the State for the State’s actual damages.

\*This rule applies to written contracts only and is to be applied prospectively. Any written contract entered into prior to August 1, 2017 does not require certification.

\*\*Certification is required at the time a written contract is entered into. Renewals or extensions of contracts do not require certification.

\*\*\*Exceptions: This Rule does not apply to: (1) A company that fails to meet the requirements under Act 710 subdivision (a)(1) of this section but offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business; or (2) Contracts with a total potential value of less than one thousand dollars (\$1,000).

# ATTENTION BIDDERS

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

Although bidders are encouraged to have a viable equal opportunity policy, **a written response stating the bidder does not have such an EO Policy** will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

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

Should you have any questions regarding this requirement, please contact my office by calling (870) 230-5117.

Sincerely,

*Tim L. Jones*

Tim L. Jones, APO  
HSU Director of Purchasing

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**To be completed by business or person submitting response: (check appropriate box)**

\_\_\_\_\_ **EO Policy Attached [this is mandatory, if available]**

\_\_\_\_\_ **If an EO Policy cannot be provided – a written signed and dated statement must accompany this page indicating, 'No EO Policy is available.'**

**Company Name**

**Or Individual:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**MINORITY BUSINESS POLICY:** Minority participation is encouraged this all procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. 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  
 Native American  Asian  Pacific Islander  Disabled Veteran

**Arkansas Economic Development Commission certification (if available) #:** \_\_\_\_\_

### Contracts and Grant Disclosure

Respondents are hereby notified that:

a. Disclosure is required to be a condition of any present or future subcontract for which the total consideration is greater than twenty-five thousand dollars (\$25,000.00).

b. The Contractor shall require any present or future subcontractor, for which the subcontract amount is greater than \$25,000.00, to complete and sign the Contract and Disclosure and Certification. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000.00 shall contain the following:

*Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*

c. The Contractor shall transmit a copy of the subcontractor's disclosure form to the agency and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontractor's disclosure

<http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf>

## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

---

IS THIS FOR:

TAXPAYER ID NAME: **Goods?** **Services?** **Both?**

---

YOUR LAST NAME: FIRST NAME: M.I.:

---

ADDRESS:

---

CITY: STATE: ZIP CODE: --- COUNTRY:

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### FOR INDIVIDUALS \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

**F O R A N E N T I T Y ( B U S I N E S S ) \***

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

### Contract and Grant Disclosure and Certification Form

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

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

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

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

*violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

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

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_

Agency use only

Agency Number \_\_\_\_\_ Agency Name \_\_\_\_\_ Agency Contact Person \_\_\_\_\_ Agency Contact Phone No. \_\_\_\_\_ or Agency Contract or Grant No. \_\_\_\_\_



### Campus Map

- |                                   |                              |                                 |                               |                              |
|-----------------------------------|------------------------------|---------------------------------|-------------------------------|------------------------------|
| 1 – Arkansas Hall                 | 11 – Centurium               | 21 – Harvey House               | 31 – Newberry Hall            | 41 – Smith-Garner House      |
| 2 – Art Annex                     | 12 – Dunn Recreation Center  | 22 – Reddie Villa Apartments    | 32 – Newberry House           | 42 – Smith Hall              |
| 3 – Art Studio                    | 13 – East Hall               | 23 – Huie Library               | 33 – Nursing Building         | 43 – Sturgis Hall            |
| 4 – Baptist Collegiate Ministries | 14 – Education Center        | 24 – Huneycutt House            | 34 – University Place         | 44 – Wells Center            |
| 5 – Barkman House                 | 15 – Edwards House           | 25 – International House        | 35 – Pedestrian Bridge        | 45 – Wesley Foundation       |
| 6 – Bettye Wallace Tennis Center  | 16 – Evans Hall              | 26 – Jane Ross House            | 36 – Facilities               | 46 – West Hall               |
| 7 – Caddo Hall                    | 17 – Field House             | 27 – McBrien Hall               | 37 – Proctor Hall             | 47 – Ridge Pointe Apartments |
| 8 – Caplinger Hall                | 18 – Formby Center           | 28 – Meier House                | 38 – Reynolds Science Center  | 48 – Womack Hall             |
| 9 – Captain Henderson House       | 19 – Foster Hall             | 29 – Baptist Student Fellowship | 39 – Police Department        | 49 – Dining Hall             |
| 10 – Carpenter-Haygood Stadium    | 20 – Garrison Student Center | 30 – Mooney Hall                | 40 – Russell Fine Arts Center |                              |

# Buildings

- 1 Arkansas Hall - is a two-story building that contains a 965-seat auditorium as well as a 162-seat studio theatre, dance studio, HTV studio, classrooms and offices for the communication and theatre arts department
- 2 Art Annex - houses art studios and labs for various art classes including ceramics and photography.
- 3 Art Studio, a brick duplex, provides additional space for the art department and houses the Jane Ross Photo Collection, a photography studio, a conference room, and a faculty studio.
- 4 Baptist Collegiate Ministries - is a Baptist Collegiate Ministries (BCM) is a Christian ministry focused on college students and supported by local Southern Baptist Churches.
- 5 Barkman House - is a two-story transitional Greek-Gothic design that was constructed around 1860 and is listed in the National Register of Historic Places. Barkman House provides offices for Development and Alumni Services.
- 6 Betty Wallace Tennis Center - Betty Wallace Tennis center, whose namesake has played a leading role in the promotion of women's athletics in Arkansas and throughout the nation, provides a coaches office and storage space for the tennis program.
- 7 ~~Blackmon House~~ - provides offices and instruction space for the music department.
- 8 Caddo
- 9 Caplinger Airway Science Academic Center - is a two-story classroom building which houses the aviation department, mathematics and computer science department (mathematics is located in Evans Hall), military science department, and the Testing Center.
- 10 Captain Henderson House Bed and Breakfast - provides lodging and meeting space for university and public use. The home was built in 1876 by the namesake of Henderson State University and is listed in the National Register of Historic Places. The two-story mansion exhibits both Queen Anne and neo-classical style.
- 11 Carpenter-Haygood Stadium - one of the best athletic fields in Arkansas, provides athletic dressing rooms, a press box, and seating for 9,600 people.
- 12 The Centurium - located on the south lawn, was presented by the Student Government Association and the student body during the 1990 Centennial Celebration.
- 13 Dining Facility is a newly constructed building of almost 22,000 square feet, the dining facility houses the campus cafeteria and Aramark Food Service management offices. This spacious, modern facility is open to students, employees, and guests.
- 14 Dunn Student Recreation Center - this new facility includes three basketball courts, an elevated in-door walking track, a state-of-the-art weight room, a cardiovascular room, a multipurpose room, an activities area, a bouldering wall, intramural sports and various other wellness opportunities. The Student Government Association proposed funding of the facility through a special student fee.
- 15 East Hall - is a three-story co-ed residence hall housing 174 residents.
- 16 Education Center - a two-story structure, houses classrooms, faculty and administrative offices, conference rooms, and the Davis-Baker Preschool for Teachers College, Henderson. The University Multimedia Learning Center is located on the first floor.
- 17 Edwards House - houses the Ronald E. McNair Postbaccalaureate Achievement Program and the TRIO administrative offices.
- 18 Evans Hall - is a two-story building that houses classrooms, computer laboratories, offices for the mathematics and computer science department (computer science is located in Caplinger).
- 19 Field House - provides offices and team facilities for baseball, softball, tennis, cross country and golf, and

also provides locker rooms for visiting officials and teams.

20 Formby Athletic Center - contains weight and training facilities for student athletes, and offices and team facilities for the football program.

21 Foster Hall Technology Center - a three-story structure, provides the latest in technology at the first floor student leisure lounge, and houses classrooms, training rooms, labs, conference rooms, and office space for Communication and Computer Services and the Disability Resource Center on the second and third floor.

22 Garrison (Martin B.) Activity and Conference Center - the hub of university activities and information, provides meeting space for university and other organizations. The center houses The Oracle student newspaper, The Star yearbook, KSWH FM 99.9 radio station, Reddie Cafe, Reddie Bookstore, campus Post Office and Central Stores, student lounge areas racquetball courts, computer lab, conference and meeting rooms and lecture hall. Offices for Student Government Association; Student Activities Board; University Intramurals; The Center for Student Success and Transition; The Center for Career Development; and the Office of the Director of the Garrison Center are located in the center.

23 Harvey House

24 Hickory House - houses the Educational Opportunity Center, Talent Search, and Veterans Upward Bound.

25 Horton House - houses the Offices of University Police.

26 Huie Library - is a three-story structure that contains almost one-half million items and which provides access to over 100 on-line databases to support teaching and research.

27 Huneycutt House - provides office and lab space for the University of Arkansas Archeological Survey Research Station located at Henderson State.

28 International Student Center - is a three-story building that provides limited student housing and houses the Office of International Programs.

29 Jane Ross House - provides office, classroom, and library space for the Center for Language Proficiency and the ESL Program.

30 McBrien Hall - a three-story structure, provides offices, classrooms, labs, and conference rooms for English, foreign languages and philosophy; psychology; sociology; and social sciences, and houses administrative offices for Ellis College of Arts and Sciences.

31 Meier House - houses Student Support Services.

32 Mooney Hall - provides classrooms, laboratories, and offices for the School of Business, Small Business and Technology Development Center, Student Health Services, and the University Counseling Center.

33 Newberry Hall - is an eight-story residence hall housing 350 students.

34 Newberry House - a two-story brick colonial design, used as the president's home.

35 Nursing Building - this new 11,000 square-foot building provides classrooms, a computer lab, skills labs, faculty offices, conference rooms, and a seminar room for the nursing department.

36 Oliver House - provides office and classroom space for the South Arkansas Math and Science Center.

37 Pedestrian Bridge - provides safe passageway over Highway 7 (10th Street) to link the east and west sides of campus.

38 Physical Plant - contains the physical plant administrative offices and storage.

39 Proctor Hall - provides laboratories, lecture and discussion rooms for the Department of Family and Consumer Sciences.

40 Reynolds (Donald W.) Science Center - provides a planetarium, greenhouse, laboratories, lecture halls, classrooms, and the offices for the physics department, biology department, and chemistry department.

41 Ross Pool House - provides additional classroom space for the Center for Language Proficiency and the ESL Program.

42 Russell Fine Arts Center - is a two-story building that provides instructional, studio and performance facilities, offices for the fine arts, and houses the Harwood Recital Hall and the Russell Fine Arts Gallery.

- 43 Smith/Garner House - houses the Henderson State University Foundation.
- 44 Smith Hall - is an eight-story structure housing 350 residents.
- 45 Sturgis Hall (Roy and Christine) - The Honors College is a three-story structure that provides classrooms, laboratories, and offices and student housing for the Honors College.
- 46 Wells Building - houses training rooms, campus gymnasium, swimming pool, classrooms and offices for instruction in health, physical education, recreation, and athletic training and houses the director of athletics administrative offices and team facilities for basketball, swimming, and volleyball.
- 47 ~~Wesley Foundation~~
- 48 West Hall - is a three-story residence hall housing 174 students.
- 49 Whispering Oaks - is a privatized apartment complex that provides efficiency, two-bedroom, and four- bedroom apartments with a total housing capacity of 288 residents. (Now Ridge Pointe)
- 50 Womack Hall - a three-story structure, provides administrative offices for the President, and Provost/Vice Presidents for Academic Affairs, Finance and Administration, and Student and External Affairs. Also housed in Womack Hall are offices for Admissions and University Relations, Assessment, Business Office, Financial Aid, General Counsel, Graduate School, Human Resources, Institutional Research, Public Relations, Purchasing, Registrar, and Residence Life.

## Buildings

Here are *five* buildings that are not on the current list and are to be included in this agreement.

1. Ramsauer House – 327 N. 11<sup>th</sup> – office
2. Bowen House – 611 N. 12<sup>th</sup> – office
3. Football Building – next to the Formby Athletic Center
4. Apartments – (1) Wilson Street – 87,060 Square feet, (2) Russell Dr. 99,102 Square feet

Please note that the following buildings are not to be a part of this agreement.

1. Baptist Collegiate Ministries
2. Blackmon House
3. Horton House
4. Missionary Baptist Student Fellowship
5. Oliver House
6. Wesley Foundation

# Facilities Audit Program – List of Buildings to be serviced

## Building and Land Summary Report - FAP #3

Institution: Henderson State University

### The Main Campus

Building Name	Major Use	Year Built
Barkman House Storage	Miscellaneous Storage Bldgs	1900
Capt. Henderson House	Power Plants	1910
Delores Brumfield White so-	Economy Building	1998
Reynolds Chemical Storage	Miscellaneous Storage Bldgs	1999
Sturgis Hall	Hotel	2001
Arkansas Hall	Office (Maximum 4 Floors)	1947
Art Annex	Classroom	1972
Art Studio	Classroom	1940
Aviation Educational Facility	Classroom	2006
Barkman House	Office (Maximum 4 Floors)	1900
Baseball Press Box	Warehouse	2011
Bettye Wallace Tennis Center	Office (Maximum 4 Floors)	2008
Blackmon House	Office (Maximum 4 Floors)	1950
Caddo Boiler	Miscellaneous Storage Bldgs	1999
Caddo Cafeteria	Student Center (Unions)	1947
Caplinger Airway Science	Classroom	1996
Capt. Henderson House	Hotel	1915
Capt. Henderson Storage	Miscellaneous Storage Bldgs	2002
Car Shed	Miscellaneous Storage Bldgs	1969
Carpenter-Haygood Stadium	HPER	1969
Charles O. Dunn Recreation Cen	Gymnasium	2008
Clay Storage	Miscellaneous Storage Bldgs	1989
East Hall	Hotel	2006
Education Center	Office (Maximum 4 Floors)	2000
Edwards House	Office (Maximum 4 Floors)	1956
Equipment Shed	Miscellaneous Storage Bldgs	1985
Evans Hall	Classroom	1951
Field House	Classroom	1968
Formby Athletic Center	Classroom	2002
Foster Hall Technology Center	Office (Maximum 4 Floors)	1937
Garrison Center	Student Center (Unions)	1940
Greenhouse (Reynolds)	Greenhouse (Contract)	1999
Harvey House	Office (Maximum 4 Floors)	1960
Hickory House	Office (Maximum 4 Floors)	1950
Horton House	Office (Maximum 4 Floors)	1947
Huie Library	library	1967
Huneycutt House	Classroom	1961
International House	College Dorm	1991
Jane Ross Garage	Warehouse	1956
Jane Ross House	Classroom	1956
Jane Ross Pool House	Classroom	1991
Maintenance Shops	Physical Plant Facilities	1969
McBrien Hall	Classroom	1963
Meier House	Office (Maximum 4 Floors)	1915
Mooney Hall	Office (Maximum 4 Floors)	1933
New Cafeteria	Student Center (Unions)	2012
Newberry Hall	College Donn (4+ Floors)	1968
Newberry House	Office (Maximum 4 Floors)	1950
Nursing Building	Classroom	2008
Oliver House	Office (Maximum 4 Floors)	1966
Photo Lab	Laboratory	1989
Physical Plant Warehouse	Warehouse	2003

Facilities Audit Program  
Building and Land Summary Report – FAP #3

Institution: Henderson State University

The Main Campus

Building Name	Major Use	Year Built	Total	E and G	Auxiliary
Power Plant	Power Plants	1937	4,120	4,120	0
Proctor Hall	Classroom	1938	4,711	4,711	0
Reynolds Science Center	Laboratory	1939	74,097	74,097	0
Russell Fine Arts Center	Classroom	1964	40,741	40,741	0
Simonson Biological Field Stat	Classroom	2010	7,551	7,551	0
Smith Hall	College Donn {4+ Floors}	1965	89,019	0	80,019
Turrentine House	Residence Type 4	1964	1,533	1,533	0
Warehouse	Warehouse	1969	9,148	9,148	0
Wells HPER	HPER	1972	84,224	64,148	20,076
West Hall	Hotel	2006	43,194	0	43,194
Womack Office	{Maximum 4 Floors}	1937	35,031	35,031	0

**Number of Buildings: 63** **1,162,675** **673,017** **489,658**

**Total Acreage: 153**

**Maintained Acreage: 153**