



State of Arkansas
OFFICE OF ADMINISTRATIVE SERVICES
1515 West Seventh Street, Room 700
Little Rock, Arkansas 72201-4222

INVITATION FOR BID

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| Bid Number: 10008319150630 | Buyer: Teresa Case |
| Commodity: Lawn Care Service Agency: AR DFA – Revenue Services | Bid Opening Date: August 30, 2018 |
| Date Issued: August 7, 2018 | Bid Opening Time: 10:00am Central Time |

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

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

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| MAILING ADDRESS: Office of Administrative Services 1515 West Seventh Street, Room 700 Little Rock, AR 72201 TELEPHONE NUMBER: 501-324-9071 | BID OPENING LOCATION: Office of Administrative Services 1515 West Seventh Street, Room 700 Little Rock, AR 72201 |
|--|--|

Company Name: _____

Name (type or print): _____ Title: _____

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

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation (check one): Individual ☐ Sole Proprietorship ☐ Public Service Corp ☐

Partnership ☐ Corporation ☐ Government/ Nonprofit ☐

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 2 of 16

| | |
|--------------------|------------|
| TYPE OF CONTRACT: | TERM |
| AGENCY P.R. NUMBER | 1000831915 |

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

Check minority type:

African American____ Hispanic American____ American Indian____ Asian American____
Pacific Islander American____ Service Disabled Veteran____

Arkansas Minority Certification Number_____

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

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

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

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

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

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 3 of 16

7. ANTICIPATION TO AWARD: After complete evaluation of the bid, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_intent.php). The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agencies/vendor's own risk.

The Office of Administrative Services reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: http://www.arkansas.gov/dfa/procurement/pro_intent.php.

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

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

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

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

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

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 4 of 16

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION: This Invitation for Bid (IFB) is issued by the Office of Administrative Services (OAS) for the Arkansas Department of Finance & Administration-Revenue Service (DFA-Revenue) to obtain pricing and a contract for Lawn Care Services.

1.2 ISSUING AGENCY: The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Teresa Case at 501-682-2554 or teresa.case@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 CAUTION TO BIDDERS

1. **During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person named herein will initiate all contact.
2. Vendors **must** submit one (1) signed original IFB response on or before the date specified on page one.
3. The Office of Administrative Services reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor to submit his bid on or before the deadline established by the issuing office.
 - b. Failure to sign an Official Bid Document.
 - c. Failure to complete the Official Bid Price Sheet.
 - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 - e. Failure of any proposed goods or service to meet or exceed the specifications.

1.4 BID FORMAT: Any statement in this document that contains the word "**will**", "**must**" or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.

1.5 TYPE OF CONTRACT: The contract will be a one (1) year term contract with an anticipated beginning date of September 1, 2018. Upon mutual agreement by the contractor and OAS, the contract may be renewed on a year-to-year basis, for up to six (6) additional one-year term or a portion thereof. In no event shall the total contract term be more than seven (7) years.

1.6 PAYMENT AND INVOICE PROVISIONS: All invoices should be sent by the 10th of each month to:
DFA-Administrative Services
Attention: Accounts Payable/Purchasing
P.O. Box 2485
Little Rock, Arkansas 72203

Payment will be made once a month and in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any services. Payment will be made only after the contractor has successfully satisfied DFA - Revenue as to the goods and/or services purchased. Vendor should invoice DFA - Revenue by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

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

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

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

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 5 of 16

1.8 PROPRIETARY INFORMATION: Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 RESERVATION: This IFB does not commit the Office of Administrative Services official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities.

1.10 PRIME CONTRACTOR RESPONSIBILITY: The selected vendor **will** be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities.

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

1.11 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. Upon default, to pay all sums to become due under a contract.
 - b. To pay damages, legal expenses or other costs and expenses of any party.
 - c. To conduct litigation in a place other than Pulaski County, Arkansas
 - d. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the Office of Administrative Services official.
3. The State of Arkansas may contract with another party:
 - a. To accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the State to carry insurance for such risk.

1.12 CONDITIONS OF CONTRACT: The successful bidder shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affect the completion of the work. The successful bidder shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.13 STATEMENT OF LIABILITY: The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.14 AWARD RESPONSIBILITY: The Office of Administrative Services official will be responsible for award and any administration of any resulting contract.

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 6 of 16

1.15 AWARD CRITERIA: Award shall be made to the lowest responsible, responsive bidder based on the unit price per month. Bids must meet or exceed all specifications and all terms and conditions this Invitation for Bid and the laws of the State of Arkansas.

1.16 DELEGATION AND/OR ASSIGNMENT: The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the Office of Administrative Services official. The vendor shall not delegate any duties under this contract to a subcontractor unless the Office of Administrative Services Official has given written consent to the delegation.

1.17 COST: All labor and material charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the services being bid. Bid pricing **must** be valid for forty-five (45) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

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

1.18 PRICE CHANGE CLAUSE: All prices bid will remain firm for the first term of the contract.

In the event of an increase in the Federal or State Minimum Wage, this contract may be renegotiated based on the number of man-hours being expended on the contract. The vendor may request a price adjustment at the time of the contract extension request, provided the vendor submits documentation to support a claim for higher compensation due to higher minimum wage requirements.

After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for any period agreed upon for extension. The State further reserves the right to reject any proposed price increase, cancel the contract and re-bid if determined to be in the best interest of the State.

In the event of a general price decrease, the State **shall** be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

1.19 LOCATION OF LAWN CARE SERVICES

Ledbetter and Ragland Buildings
Between 5th and 7th Streets and Wolfe and Battery Streets
Little Rock, AR 72205

1.20 CANCELLATION: In the event the State no longer needs the service specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 7 of 16

SECTION 2 - SPECIFIC REQUIREMENTS

2.1 SCOPE: The intent of this IFB is to establish a Term contract to provide Lawn Care Services for the areas surrounding the Ledbetter and Ragland Buildings located between 5th and 7th Streets and Wolfe and Battery Streets in Little Rock, Arkansas.

2.2 LICENSE AND CERTIFICATES: Vendor should submit the following with their bid:

- Photocopies of appropriate herbicide and pesticide licenses.
- Photocopy of all current license and current permits required to do business in the State of Arkansas.
- Provide a list of all personnel that will be responsible for the primary duties of the lawn care services, along with their years of service and any certifications/licenses pertaining to their experience and/or respective job title (s).

2.3 EQUIPMENT AND SUPPLIES: The successful vendor shall provide all labor, equipment, supplies and incidentals in order to perform the services required as outlined in this IFB.

2.4 EMPLOYEE IDENTIFICATION AND APPEARANCE:

- All employees shall wear a clean, neat, and presentable uniform with a nametag that identifies her/him as an employee of the contractor.
- The Contractor shall furnish all employees with identification containing the name(s) of the employee and the business name of the contractor. Each employee shall wear the badge on the outer clothing on the front between the neck and waist so that the badge is visible at all times.
- Employees shall wear personal protective equipment in compliance with OSHA requirements.

2.5 CONTRACTOR VEHICLES: The successful vendor vehicles should be identified by permanent signs on both sides of all contractor vehicles.

2.6 HOURS OF OPERATION: Normal business hours are defined as Monday through Friday, 8:00 a.m. through 4:30 p.m. Central Time. The successful vendor is not limited to these hours to perform services. The DFA Division Manager I or his designee(s) will coordinate with the successful vendor to schedule when services are to be provided.

2.7 STATE HOLIDAYS: State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep State offices open on holidays. The Contractor should maintain adequate staff on such working days. Additional days can be proclaimed as holidays by the Governor, by Executive Proclamation.

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

| | | |
|------------------------|-------------|-------------------------------|
| New Year's Day | January 1 | |
| Lee/King Birthday | January | third Monday |
| President's Birthday | February | third Monday |
| Memorial Day | May | last Monday |
| Independence Day | July 4 | |
| Labor Day | September | first Monday |
| Veterans Day | November 11 | |
| Thanksgiving Day | November | fourth Thursday |
| Day after Thanksgiving | November | fourth Friday by Proclamation |
| Christmas Eve | December 24 | |
| Christmas Day | December 25 | |

2.8 CRIMINAL BACKGROUND CHECKS: The Office of Administrative Services and DFA Revenue reserve the right to request Criminal Background Checks on the contractor and contractor's employee's. The Office of Administrative Services and DFA-Revenue reserve the right to terminate any resulting contract should the Criminal Background report show evidence of being tampered with, (i.e. sections blocked out, dates of greater time than seventy-two (72) hours, etc.).

The vendor may utilize the Arkansas State Police to provide the required Criminal Background Checks. Should contractor utilize another provider of Criminal Background Checks, provider must be certified to provide information accordingly.

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 8 of 16

2.9 REFERENCES: Vendor must furnish as references a minimum of three (3) current customers located in the United States, one (1) of which must be located in Central Arkansas and who have provided services of same or similar in nature within the last five (5) years

1. Business: _____

Address: _____

Contact Person & Phone: _____

Email Address: _____

2. Business: _____

Address: _____

Contact Person & Phone: _____

Email Address: _____

3. Business: _____

Address: _____

Contact Person & Phone: _____

Email Address: _____

2.10 INSURANCE: Prior to award, the successful vendor shall furnish an approved Certificate of Insurance from a company or agent licensed in the State of Arkansas and must keep the insurance in force throughout the contract period and any extensions. The insurance may not be modified without OAS approval. The following is a list of liability limits:

Workers Compensation and Employee Fidelity Coverage
Standard limits as outlined by vendor's insurance carrier.

A. Worker's Compensation and Employee Liability Policy
Worker's Compensation Statutory Limits
Employer's Liability \$1,000,000.00 each accident

B. Comprehensive General Liability Policy
Premises and Operation
Contractual Insurance
Personal Injury

Each item listed in Section B must have:

| | |
|-----------------|--------------------------------|
| Bodily Injury | \$500,000.00 each person |
| | \$500,000.00 each occurrence |
| Property Damage | \$1,000,000.00 each occurrence |
| | \$1,000,000.00 aggregate |

Automobile Liability \$100,000.00 including non-owned and hired vehicles

THE VENDOR SHALL ASSUME ALL LIABILITY FOR ANY ACCIDENTAL OR CRIMINAL OCCURANCE.

2.11 PERFORMANCE STANDARDS:

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

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 10 of 16

| Service Criteria | Acceptable Performance | Minimum Damages for Insufficient Performance |
|-----------------------------|---|--|
| Mowing and Edging | Grass height shall be cut to approximately four (4) inches. Four (4) times per month during the growing season. Two (2) times per month or as needed during the off season. Grass clippings shall be mulched or bagged and removed. After each mowing, the vendor will edge, weed eat and blow off the sidewalks, walkways, breeze way areas and curbs. | 25% will be deducted from each vendor's invoice for non-compliant areas. DFA may complete a below standard VPR and the contract may be cancelled if the vendor continues to be non-compliant. |
| Pruning | Shrubs and trees shall be pruned two (2) times a year during the months of February and March. Shrubs trimmed as needed. Trees pruned as needed. All debris removed and hauled off. | 10% will be deducted from each vendor's invoice for non-compliant areas. DFA may complete a below standard VPR and the contract may be cancelled if the vendor continues to be non-compliant. |
| Seeding | Bermuda Seeding to be done Bi-Annual in the months of March and October. | 10% will be deducted from each vendor's invoice for non-compliant areas. DFA may complete a below standard VPR and the contract may be cancelled if the vendor continues to be non-compliant. |
| Mulching | Two (2) times per year in the months of February and October old mulch will be removed and hauled off Weeds removed and weed barriers applied Install new hardwood mulch. | 10% will be deducted from each vendor's invoice for non-compliant areas. DFA may complete a below standard VPR and the contract may be cancelled if the vendor continues to be non-compliant. |
| Weed Killer & Fertilization | Two (2) times per year in the months of March and April. At the end of the seasons vendor will fertilize again. Weed killer applied as needed. Pre-emergent (kills clovers, crab grass, etc.) treatment will be performed in the beginning Spring season (March). | 10% will be deducted from each vendor's invoice for non-compliant areas. DFA may complete a below standard VPR and the contract may be cancelled if the vendor continues to be non-compliant. |
| | | |

SECTION 3 – SPECIFICATIONS FOR LAWN CARE SERVICES

3.1 CONTRACTOR RESPONSIBILITIES: The successful vendor shall:

Be responsible for any loss or damage to the State's property and to the property of others due to the negligence or willful act of the contractor's personnel, and shall make good, at his own expense, such loss or damage at the request of DFA-Revenue. The contractor will purchase, at their own expense, a policy to cover any damage to State or Federal property.

- Comply with all local, state, and federal laws. Government and personal property shall be safeguarded as necessary (sprinkler heads, tree bark, tree trunks, personal vehicles, etc.) Contractor shall notify the DFA Division Manager I or designee(s) of any damage within twenty-four (24) hours.
- Inform the DFA Division Manager I or his designee(s) when the work is completed. The intent is to provide time to have the completed work inspected.
- DFA Division Manager I: Alan Allman at 501-682-6093.
- DFA designee: Dane Hunt at 501-682-1012.
- The office for the DFA Division Manager I is located at 1900 West 7th Street, Ragland Bldg. Room B120, Little Rock, Arkansas 72201.

3.2 SERVICE DESCRIPTION AND SCHEDULE: All work performed by the successful vendor shall include, but not limited to the following; cleanup of debris, clippings, mulch, litter and offsite disposal. At the request of DFA-Revenue, the successful vendor may be required to work additional hours or perform additional lawn care services. The successful vendor agrees to work at a price mutually agreed upon by the agency and the vendor but not to exceed the monthly rate set within the bid.

The DFA Division Manager I or his designee(s) should notify the vendor in writing of any deficiencies. Continued deficiencies will be a basis for cancellation of the contract for non-performance.

Mowing:

- Grass height shall be cut to approximately four (4) inches.
- Four (4) times per month during the growing season.
- Two (2) times per month or as needed during the off season; this also includes leaf pick up and light debris removal (such as limbs, trash on lawn and parking lot areas) during off season.

Pruning:

- Two (2) times a year during the months of February and March.
- Shrubs trimmed as needed.
- Trees pruned as needed.
- All debris removed and hauled off.

Seeding:

- Bi-Annual in the months of March and October.
- Type of seed: Bermuda.

Edging:

- After each mowing, the vendor will edge, weed eat and blow off the sidewalks, walkways, breeze way areas and curbs.

Weed Killer and Fertilization:

- Two (2) times per year in the months of March and April.
- At the end of the seasons vendor will fertilize again.
- Weed killer applied as needed.
- Pre-emergent (kills clovers, crab grass, etc.) treatment will be performed in the beginning Spring season (March).

Mulching:

- Two (2) times per year in the months of February and October old mulch will be removed and hauled off
- Weeds removed and weed barriers applied
- Install new hardwood mulch.

Weed Removal:

- All flower/shrubs beds as needed.

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 12 of 16

OFFICIAL BID PRICE SHEET

| Item | Description of Service | Unit Price/Month | Extended Price/Year |
|------|------------------------|------------------|---------------------|
| 1. | Lawn Care Service | \$ _____ | \$ _____ |

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 13 of 16

**MANDATORY SITE TOUR FORM
DFA REVENUE SERVICES**

SITE TOUR: The agency will conduct one (1) **MANDATORY** site tour. All bidders **must** tour at the appointed time. Failure to tour with the group will result in disqualification of bidder.

Prior to the site tour each bidder should carefully read the bid and have any questions prepared to ensure a good understanding of the job.

MEETING LOCATION: Ragland Building, Room B120
1900 West 7th Street
Little Rock, AR 72201

Bidders may contact Dane Hunt @ 501-682-1012 for directions to the Ragland Building.

MANDATORY SITE TOUR DATE AND TIME: August 22, 2018 at 10:00 a.m. Central Time. All bidders should arrive at least 15 minutes early prior to start of the site tour. Late arrivals will not be permitted to join tour nor reschedule site visit.

To be considered for the job, this Site Tour Form must be signed by the agency contact person after completion of the site tour and given to the OAS buyer.

THIS IS TO VERIFY THAT _____ OF _____
REPRESENTATIVE NAME COMPANY NAME

HAS COMPLETED THE SITE TOUR AT THE LEDBETTER AND RAGLAND BUILDINGS BETWEEN 5TH AND 7TH
STREETS AND WOLFE AND BATTERY STREETS, LITTLE ROCK, ARKANSAS

AGENCY REPRESENTATIVE

DATE

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 14 of 16

STANDARD TERMS AND CONDITIONS

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

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 15 of 16

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

STATE OF ARKANSAS
INVITATION FOR BID

Bid Number: 10008319150630

Page 16 of 16

bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.