



STATE OF ARKANSAS

**PHILLIPS COMMUNITY COLLEGE
OF THE UNIVERSITY OF ARKANSAS**
P.O. Box 785
Helena, AR 72342



INVITATION FOR BID
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	2025-02	Solicitation Issued:	February 27, 2025
Description:	Lawn Care Service		
Division/Agency:	Phillips Community College of the University of Arkansas		

SUBMISSION DEADLINE			
Bid Opening Date:	March 27, 2025	Bid Opening Time:	11:00 a.m., Central Time
Bid responses for this Invitation for Bid must be delivered to the Purchasing Department on or before the submission deadline. Bids received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Live Bid Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and IFB Opening Location	<p>Phillips Community College Easley Administration Building - Purchasing Department P.O. Box 785 Helena, AR 72342</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Solicitation number• Date and time of bid opening• Prospective Contractor's name and return address

CONTACT INFORMATION			
Buyer:	Stan Sullivant	Buyer's Direct Phone Number:	870-816-1274
Email Address:	ssullivant@pccua.edu	Department's Main Number:	870-338-6474
Department Website:	pccua.edu		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by Phillips Community College of the University of Arkansas to obtain pricing and a contract for Lawn Care Service on the DeWitt, Helena- West-Helena, and Stuttgart campuses.

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the IFB.

1.2 LIVE BID OPENING

Bids will be publicly opened at the Easley Administration Building on the Helena-West Helena campus on the designated bid opening time and date.

1.3 OBJECTIVE AND GOALS

The College seeks to obtain bids from a qualified contractor for quality lawn care services at its DeWitt, Helena-West Helena, and Stuttgart Campuses. Other locations to be included are:

DeWitt – DeWitt Campus Training Center

Helena – Pillow-Thompson House, The Ridge Apartments, 590 Oakland Avenue

Stuttgart – War Memorial Training Center

1.4 TYPE OF CONTRACT

- A. As a result of this IFB, the College intends to award a contract to a single Contractor (see *Contractor Selection*).
- B. The anticipated starting date for any resulting contract is April 1, 2025, except that the actual contract start date may be adjusted unilaterally by the College for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and College, the contract may be renewed by the College for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.5 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. The terms “Invitation for Bid,” “IFB,” and “Solicitation” are used synonymously in this document.
- C. “Prospective Contractor” means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- D. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. “Shall” and “must” mean the imperative and are used to identify Requirements and Specifications.
- F. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.

- G. "State" means the State of Arkansas. "College" means The Board of Trustees of the University of Arkansas, acting for and on behalf of, Phillips Community College of the University of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the College using such a contract.

1.6 CONTRACTOR SELECTION

- A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the Total Annual Cost of the *Official Bid Price Sheet* submitted by the Prospective Contractor.
- B. If the College so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
1. All bids received from responsive and responsible bidders exceed available funding; or
 2. It appears that additional savings to the College may result from negotiation.
- C. If negotiations fail to result in a contract, the College may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.
1. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the College determines negotiations are no longer in the best interest of the state.
 2. Negotiations are conducted at the sole discretion of the College.
- D. Once the anticipated awardee has been determined, the anticipated award will be posted to the Solicitation posting on the college website, generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.
- E. A contract is not effective prior to final award being made by the College; some contracts may be subject to Legislative review prior to final award.

1.7 CLARIFICATION OF SOLICITATION

- A. Submit questions regarding this Solicitation via email to the Buyer on page one (1) of the IFB by midnight, Central Time on or before February 26, 2025.
1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
 2. Prospective Contractors' written questions will be consolidated and answered by the College as deemed appropriate. The College's consolidated written response is anticipated to be posted to the Solicitation posting on the college website by the close of business on March 3, 2025. If Prospective Contractor questions are unclear or non-substantive in nature, the College may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a Responsive Bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by the College will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the College.

1.8 RESPONSE DOCUMENTS

- A. All bids **must** be submitted to the delivery address and by the submission deadline on page one (1) of the IFB.
- B. *Bid Response Packet*
1. Prospective Contractors **shall** utilize the *Bid Response Packet* attached to the Solicitation to submit their bids.
 2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.
 - a. Signed *Bid Signature Page*; signature may be ink or digital.
 - b. Completed *Bid Response Packet*, which **must** be in English.
 - c. Completed *Official Bid Price Sheet* attached to Solicitation posting.
 - i. Pricing **must** be proposed in U.S. dollars and cents.
 - ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** bid unit price on the estimated quantity and unit of measure specified.
 - The College may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the College quantities ordered at no more than the bid price.
 - iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the bid opening time.
 - iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal.
 - A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The College has the right to approve or deny any request for a price adjustment.
 - v. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
 - vi. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
 - d. Copy of Prospective Contractor's *Equal Opportunity Policy*
 - i. Pursuant to Arkansas Code Annotated § 19-11-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
 - e. *Proposed Subcontractors Form* (see [SRV-1](#) or [Standard Commodities Contract](#), section 14)
 3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
 - a. *EO 98-04 Contract & Grant Disclosure Form* (see [SRV-1](#) or [Standard Commodities Contract](#), section 11)
 - b. *Voluntary Product Accessibility Template* ([VPAT](#)), if applicable

4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.
- C. Prospective Contractors should not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by the College.
- D. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.
- E. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
- F. Prospective Contractors may submit multiple bids.

SECTION 2 – SPECIFICATIONS AND REQUIREMENTS

2.2 GENERAL REQUIREMENTS

The Contractor shall furnish all labor, materials, equipment, insurance, and applicable taxes/licenses as required to perform the following:

- A. **Mowing of all accessible turf areas on an agreed upon schedule during the growing season (every 10 days) on the DeWitt, Helena-West Helena, and Stuttgart Campuses, including off-campus sites. During extended rainy or dry periods mowing will take place as conditions dictate. Grass areas inaccessible by mowing machinery will be trimmed as needed to a height consistent with the mowed turf. All walks and paved areas littered in the maintenance progress will be air blown to maintain a neat appearance.**
- B. **Removal of litter in the turf area shall be performed during each maintenance visit. Excess litter or debris shall be brought to the attention of the property manager.**
- C. **Edging of all walk and curb areas shall be performed in concurrence with every mowing visit or as inspection requires.**
- D. **Spring clean-up shall be performed at the beginning of the growing season to ensure the property is in a neat and clean condition.**
- E. **Leaf removal will be performed to maintain a neat appearance on the property. Fallen leaves will be removed from the maintained areas using all means possible including blowing, raking, vacuuming, and mowing or mulching.**

Prospective contractors should contact David Dunigan (ddunigan@pccua.edu) on the Helena-West Helena campus or Randy VanCamp (rvancamp@pccua.edu) on the DeWitt or Stuttgart campuses to schedule a site visit. Detail area maps of each site to be included in the bid are attached to this IFB.

PERFORMANCE STANDARDS State law requires that contracts for services include Performance Standards for measuring the overall quality of services that a Contractor shall provide.

- A. The College 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. [Table A: Performance Standards](#) identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- B. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- C. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- D. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The College has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the College has final determination of the performance acceptability.
- E. Should any compensation be owed to the College due to the assessment of damages, the Contractor **shall** follow the direction of the College regarding the required compensation process.

TABLE A: PERFORMANCE STANDARDS

Criteria	Standard	Damages
Lawn care services are performed timely	<i>Lawn care performed every ten (10) days weather dependent.</i>	<i>Possible non-renewal of contract</i>
Lawn care services are performed satisfactorily	<i>Lawn care performed according to scope of work.</i>	<i>Possible non-renewal of contract</i>

SECTION 3 – SOLICITATION TERMS AND CONDITIONS

3.1. ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the College may be used to determine if the Prospective Contractor is responsible (OSP Rule R1:19-11-235).
 - 1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
 - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the College for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
 - 1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).
 - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
- D. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

3.2. GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor with the College through PaymentWorks to receive payment.
- B. The Prospective Contractor represents and warrants that, prior to being awarded any executed contract resulting from this Solicitation, the Prospective Contractor has taken or **shall** take all actions necessary to receive payment through Electronic Funds Transfer (EFT) for the services and/or commodities to be provided under any such contract. This includes, without limitation, the following actions:
 - 1. Signing documents authorizing the College to make EFT payments into a bank account designated by the Prospective Contractor.
 - 2. Providing all information requested by the College to set up EFT payments, including either a voided check or a letter from their financial institution that contains the following information:
 - a. Account holder's name
 - b. Account number
 - c. Routing number
 - d. Financial institution official's contact information and signature
 - 3. In the event the EFT information changes, the Contractor **shall** be responsible for providing the updated information to the College. No interest or late payment penalty will apply if payment is

delayed because of the Contractor's failure to initially provide or update information necessary for the College to make EFT payment.

- C. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 - 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 - 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- D. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
- E. The Contractor **shall** invoice the College and should not invoice the College in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
 - 1. The Contractor should invoice the agency by an itemized list of charges. The College's purchase order number and/or the contract number should be referenced on each invoice.
 - 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the College.
 - 3. Payment will be made only after the Contractor has successfully satisfied the College as to the reliability and effectiveness of the commodities or services purchased as a whole.
- F. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the College when accepting the p-card as a form of payment.
- G. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- H. This IFB incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)) or *Standard Commodities Contract Template* (found [here](#)).
 - 1. The contract template is attached to the Solicitation as a sample for your information only.
 - 2. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- I. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
 - 1. Items may only be modified if the legal requirement is satisfied and approved by the College during negotiations.

3.3. MINORITY AND WOMEN-OWNED BUSINESS

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

3.4. PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the College and may be subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State, competitive sealed bidding, the College may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.
- E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the College deems redacted information to be subject to a public record request under FOIA, the College will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- I. The College has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.