

# Invitation For Bid (IFB) IFB No. R 714826

**Ready Mix Cement Contract**

**BID RELEASE DATE: 07/16/2019**

**BID DUE DATE: 07/30/2019**

**BID DUE TIME: 2:30 PM CST**

**SUBMIT ALL BIDS TO: University of Arkansas**

**Business Services Administration Bldg, Rm 321 1125 W Maple St Fayetteville, AR 72701**

**Signature Required For Response**

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this IFB document, and with all articles within the IFB document. If Respondent receives the University’s purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the IFB.

|  |  |
| --- | --- |
| **Vendor Name:** |  |
| **Mailing Address:** |  |
| **City, State, Zip:** |  |
| **Telephone:** |  |
| **Email:** |  |

**Authorized Signature:**

**Date:**

**Typed/Printed Name of Signor:**

**Title:**

**\*Under no circumstances will late bids be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Bids MUST arrive and be time-stamped by the Procurement Office, located at 1125 West Maple Street, Administration Building 321, Fayetteville, AR 72701 prior to the time and date specified in the Request for Proposal.**

**INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS:**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

# University of Arkansas Ready Mix Cement Invitation For Bid (IFB) R714826

## Introduction

This Invitation for Bid (IFB) seeks pricing from vendors who can provide 4000 psi and 4000 psi pump mix.

## Specifications

Delivery must be FOB Destination, University of Arkansas Garvan Woodland Gardens, 540 Arkridge Road, Hot Springs, AR 71913. Delivery must be within two (2) days from the order date.

## Distributing Organization

This RFP is issued by the Office of Business Affairs at UA. The University Purchasing Official is the sole point of contact during this process. Only written communication is considered formal and can be supported throughout this process. Adonis Bwashi - [abwashi@uark.edu.](mailto:abwashi@uark.edu)

## Bid Evaluation

Award will be made on a per item or an all or none basis, whichever is in the best interest of the University of Arkansas. All bids will be evaluated based solely on price and/or discount as specified on the Official Bid Price Sheet. The University of Arkansas reserves the right to withdraw the IFB and to not make a final award if it is in the best interests of the University to do so. Bids not meeting the requirements specified in this IFB or received after the bid opening date and time will be rejected and removed from further consideration.

## Respondent’s Responsibility to Read IFB

It is the Respondent's responsibility to thoroughly examine and read the entire IFB document, including any and all appendices. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods or work involved will not be a basis for requesting extra compensation after the award of a Contract. This engagement is separate from any other engagement bidder may be currently pursuing with the University of Arkansas.

Interpretation of the University of Arkansas is final.

## Pricing

Pricing must be listed on the Official Bid Price Sheet in the format provided and must include shipping and handling charges. Failure to submit bid in this required format may result in disqualification.

## Discounts

Please list percentage (%) discount (from list price) for each category listed on the Official Bid Price sheet where applicable.

## Warranty

Equipment shall have a minimum standard warranty for each product.

## Commitment

The University of Arkansas, on behalf of the Garvan Woodland Gardens, makes no commitment to purchase any minimum or maximum quantity of dollar volume of products from the selected supplier. All utilization of this agreement will be on an as needed basis by Garvan Woodland Gardens. In responding to the IFB, respondents recognize that the University reserves the right to purchase like and similar products from other suppliers as necessary to meet operation requirements.

## Contract Items

The University of Arkansas, on behalf of Garvan Woodland Gardens, reserves the right to add items to this contract throughout the term of the contract. Changes must be submitted in writing and approved by both parties.

## Price Escalation

All pricing and/or discounts must be firm for a period of one (1) year from the date of the bid award. The contract is renewable on a yearly basis. At the time of contract renewal, the University and/or vendor can request price and/or

discount adjustments based on current market trends and total volume of business associated with the contract. New pricing and/or discount schedules must be submitted in writing and agreed upon by both parties. The vendor may request a price adjustment provided the vendor submits proof of an increase in cost prior to the contract renewal.

Acceptable proof includes, but is not limited to, dated price lists or invoices from both before and after the increase, and letters from the manufacturer confirming the cost increase. Only the increased percentage, up to a maximum of five (5) percent will be allowed and will become effective after approval by the Business Office. Pricing catalogs must be provided by the bidder. In the event of a general price schedule decrease, the University will be given full price reduction at the time of the contract renewal. Requests for price adjustments shall be submitted to the University of Arkansas, Business Affairs Office, 321Administration Building, Fayetteville, AR 72701.

## Special Offers/Promotions

The University of Arkansas reserves the right to take advantage of special offers, promotions and educational discounts for which the University of Arkansas is eligible, should they become available. Should these promotions be less expensive than the normal percentage discount, the University must be given an opportunity to participate.

## Agreement Authority

The parties agree that they are and shall remain independent parties, and nothing contained in this agreement shall be deemed or interpreted to create any relationship other than that of independent parties. The parties agree that they shall perform all rights and obligations under this agreement as independent parties. No acts performed or representations made, whether written or oral, by either party shall bind the other party.

## Termination

The agreement may be terminated, without penalty, by the either party, without cause, by giving thirty (30) days written notice of such termination to the other party. Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated. In no event shall such termination by the University as provided for under this section give rise to any liability on the part of the University including, but not limited to, claims of vendor for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University’s sole obligation hereunder is to pay vendor for products and/or services ordered and received prior to the date of termination.

## Governing Law

The parties agree that this contract, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles. Consistent with the foregoing, this contract shall be subject to the Uniform Commercial Code as enacted in Arkansas.

If any portion of a vendor’s contract terms and conditions are in conflict with those in this Invitation for Bid or with the laws of the State of Arkansas, State of Arkansas laws shall govern. Failure to conform to these standards may result in rejection of bid.

## Disputes

The vendor and the University agree that they will attempt to resolve any disputes in good faith. Subject to the provisions on sovereign immunity herein, the vendor and the University agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this contract. The vendor acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission. Under no circumstances does the University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

## Delivery

Delivery must be FOB Destination, Garvan Woodland Gardens, 540 Arkridge Road, Hot Springs, AR 71913. Delivery must be within two (2) days after each order from the University of Arkansas, Garvan Woodland Gardens. This is for in-stock items and does not apply to specialty items that have a standard delivery time of greater than thirty days. These items will not be bound under this clause. Delivery shall be made within normal working hours only (8:00 am to 4:30 PM CST).

## Invalidation of Contract

Consistent failure to meet normal delivery time will invalidate the contract. It will be cancelled and assigned to the next lowest bidder. This clause does not apply to specialty items that have a normal delivery time of greater that thirty days, this applies to in-stock items only.

## Time is of the Essence

Vendor and University agree that time is of the essence in all respects concerning this contract and performance hereunder.

## Permits/Licenses and Compliance

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to the University.

## Sovereign Immunity

Notwithstanding any terms or conditions to the contrary, nothing within the Contractor’s proposal shall constitute a waiver of any immunities to suit legally available to the University, it officers, agents and employees, including, but not limited to the Sovereign Immunity of the State of Arkansas.

## Additional Redacted Copy REQUIRED

Proprietary information submitted in response to this IFB will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the IFB become the property of UA and shall be open to public inspection **after** a notice of intent to award is formally announced.

It is the responsibility of the Respondent to identify all proprietary information included in their bid Proposal. The Respondent shall submit one (1) separate electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “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, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid Proposal to be considered. The Respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy may be open to public inspection under the Freedom of Information Act (“FOIA”) without further notice to the Respondent **after** a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the respondent is subject to disclosure under FOIA, the respondent will be contacted prior to release of the information.

## Web Site Accessibility

Vendor represents that web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines (WCAG) Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from University.

## Prohibition Against Boycotting Israel

In accordance with Ark. Code Ann. § 25-1-503, Vendor hereby certifies to University that Vendor (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this contract not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Vendor breaches this certification, University may immediately terminate this contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

## Campus Restrictions

Vendor shall not engage in the sale and/or distribution of food and/or beverages at any location on campus. Vendor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of the University. Vendor further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or

other weapons onto the campus of the University, except to the extent expressly permitted by University of Arkansas policies and the Arkansas enhanced concealed carry laws. Vendor shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Vendor agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Vendor will fully comply with all applicable University of Arkansas policies, and federal, state and local laws, ordinances, and regulations.

# MINIMUM SPECIFICATIONS

**NOTE:** If offering equal brand and/or specifications, the full description and complete specifications must accompany bid at the time of bid opening. Failure to do so may result in disqualification of bid.

## ITEM 1 – 4000 psi peas Ready Mix Cement

4000 psi

6.5 sk

20% Fly Ash

3-5” slump AE

peas

No Minimum Load

Fuel increase will be actual amount of increase to each cy of cement

## ITEM 2 – 4000 psi Pump Mix Ready Mix Cement

4000 psi

6 sk

20% Fly Ash

3-5” slump AE

No Minimum Load

Fuel increase will be actual amount of increase to each cy of cement

## BID DUE DATE: 07/30/2019

**BID INFORMATION CONTACT: Adonis Bwashi -** [**abwashi@uark.edu**](mailto:abwashi@uark.edu)

**NOTE:** Bids must be submitted on this official bid form to be considered. Vendors must use this Official Bid Price Sheet when submitting bids in response to this IFB. Provide pricing and/or discount where applicable next to the item listed below, per minimum specifications as listed within this bid document.

Pricing must include shipping and handling charges.

## NOTE: Shipping must be FOB Destination Hot Springs, AR.

**Specify Delivery Time:**

***2*** **Days after receipt of order from Garvan Woodland Gardens.**

**Warranty: .**

**Bid the following according to minimum specifications or functional equivalent:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Description** | **Qty** | **Unit Price** | **Total Price** |
| **1.** | **ITEM 1 – 4000 psi peas Ready Mix Cement** | **1 cy** |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| **2.** | **ITEM 2 – 4000 psi Pump Mix Ready Mix Cement** | **1 cy** | **-** |  |
|  | **Plyler Pump Mix** | **1 cy** | **-** |  |
|  | **Southern Pump Mix** | **1 cy** | **-** |  |