

**Invitation For Bid (IFB)**

**IFB No. R682793**

**Spring and Fall Plant Orders Term Contract**

 **BID DUE DATE: July 26, 2018**

 **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 Invitation for Bid.**

**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**

**Spring and Fall Plant Orders Term Contract**

**Invitation For Bid (IFB)**

**1. Scope**The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville, requests Invitation for Bids to establish a term Contract for Spring and Fall Plant Orders or the University of Arkansas Garvan woodland Gardens. The Term Contract for Plant Orders shall include delivery of items meeting indication specifications for each Spring and Fall season.

**2. Term Contract**

The term (“Term”) of this contract will begin upon date of contract award.  If mutually agreed upon in writing by the contractor and the University of Arkansas, the term shall be for an initial period of one (1) year, with option to renew on an annual basis for six (6) additional years, for a combined total of seven (7) years (or 84 months). The University of Arkansas may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any biennium period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.

**3. Evaluation and Section Process**

 This bid will be awarded on an all or none basis. Only one vendor will be awarded the term contract for this bid request. Delivery and past performance will also be used in the evaluation process.

**4. Qualifications of Bidder**

The University may make such investigations as deems necessary to determine the ability of the bidder to meet all order and delivery requirements as stated in this bid request, and the bidder shall furnish to the University all such information and data for this purpose that the University may request. The University reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the University that such bidder is properly qualified to carry out the obligations of the Agreement.

5. Time is of the Essence

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

6. Back Orders or Delay in Delivery

 Backorders or failure to deliver within the time required may, at the sole discretion of the University, be construed

 as an act of default of the contract. Vendor must give written notice to the University Procurement Department of

 the reason for any such delay and the expected delivery date. The University’s Procurement Department has the

 right to extend the date of delivery if vendor’s reasons for delay appear valid and the vendor’s expected delivery is

 acceptable. However, if either vendor’s reason for delay or expected delivery date is deemed unacceptable by the

 University, vendor shall be in default and the University may exercise any and all remedies available under law,

 including but not limited to remedies involving the procurement of goods or services from another vendor.

 7. Default

 All commodities furnished will be subject to inspection and acceptance by the University after delivery. Default

 in promised delivery or failure to meet specifications entitles the University to cancel this contract or any portion

 of same and reasonable purchase commodities elsewhere and charge the full increase, if any, in cost and

 handling to defaulting vendor. Furthermore, default in promised delivery or failure to meet specifications

 authorizes the Procurement Department to cancel this contract (PO), and by vendor’s acceptance of this PO,

 guarantees vendor shall refund all monies paid from this PO to the University.

 **8 . 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.

 9. 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.

10 Acceptance of Products/Services

 All products furnished and all services performed under this agreement shall be to the satisfaction of the University

 and in accordance with the specifications, terms, and conditions of this agreement. The University reserves the

 right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and

 fitness of such products or services.

11. Variation in Quantity

 The University assumes no liability for the commodities produced, processed, or shipped in excess of the amount

 specified on the UAF Purchase Order.

12 . Conditions of Contract

The successful bidder shall at all times observe and comply with federal and Arkansas State laws, local laws,

ordinances, orders, and regulations exiting at the time of or enacted subsequent to the execution of this contract

 which in any manner affect the completion of work. The successful bidder shall indemnify and save harmless

 the University 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 employees,

 representative, or subcontractor of the successful bidder.

13. Invoicing

 The vendor shall be paid in a timely manner upon submission of a properly itemized invoice, after delivery and

 acceptance of commodities or services by the University. All invoices MUST be sent to the “Bill To” point

 listed on the University purchase order, and MUST include the following additional information if applicable:

* The complete name and address of the vendor.
* Invoice Date
* Invoice Number
* Purchase Order Number
* Itemized listing of purchases. This should include a description of the merchandise and/or services, unit price and extended line total.
* Name and location of department for whom the goods or services were provided.
* Discount payments terms.
* Itemized taxes.

 The University does not agree to pay interest charges or late fees on any amounts due to vendor.

**14. 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.

15. Price Escalation

 Quoted prices must remain firm for the initial period of the contract. At the time of contract renewal, the contractor

 may request a price adjustment provided the contractor 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. In

 the event of a general price schedule decrease, The University will be give full price reduction at the time of the

 contract general Requests for price adjustments shall be submitted to the University of Arkansas, Business Office,

 321 Administration Building, Fayetteville, AR 72701.

**16. 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.

**17. Delivery**

FOB Destination: All bids shall be FOB destination, which means delivered and/or installed at the specific site

 stated on the purchase order. Bids not quoted FOB destination will be disqualified.

**MINIMUM SPECIFICATIONS**

**SPRING SEASON**

* Plants provided must be true to variety specified. Many requested varieties are patented and must be true to name as specified. Some requested varieties are available only as vegetatively
* produce plus; seed-grown substitutions will not be accepted. No varietal substitutes will be accepted with prior approval and a notation of the intended substitute included with bid submission.
* Tags provided with patented plants must be used 1 tag per pot. All other varieties require variety specific tags for EACH tray. Unlabeled or incorrectly labeled materials will not be accepted.
* For all caladium varieties, three (3) #2 bulbs per 6” pot required to assure full posts at delivery.
* 6” Potted material

-Provide 600Mum Pot or equivalent, 1.25 quart (per pot) minimum by volume.

-Treat each pot with 1 teaspoon (tbsp) Osmocote slow release fertilizer or equivalent.

* 4.5” potted material

-Provide 8.624” x 21.625” full 4.5” trays or equivalent, 1.25 pint (per pot) minimum by volume.

-Treat each pot with 1 teaspoon (tsp) Osmocote slow release fertilizer or equivalent.

* 4” potted material

-Provided 10”x20” full 4” trays or equivalent, true pint (per pot) minimum by volume.

-Treat each pot with 1.2 teaspoon Osmocote or equivalent incorporated evenly into the potting medium before filling post or applied as top dressing.

* 6 pk (36) Trays

-Provide 10”x20” super jumbo trays or equivalent, 1.14 quart (per tray) minimum by volume.

**FALL SEASON**

* Plants provided must be true to variety specified. Many requested varieties are patented and must be true to name as specified. Some requested varieties are available only as vegetatively produced plugs; seed-grown substitutions will not be accepted. No varietal substitutes will be accepted without prior approval and a notation of the intended substitute included with bid submission.
* Tags provided with patented plants must be used 1 tag per pot. All other varieties require variety specific tags for EACH tray. Unlabeled or incorrectly labeled materials will not be accepted.
* 6” potted material

-Provide 600Mum Pot or equivalent, 1.25 quart (per pot) minimum by volume.

-Treat each pot with 1 tablespoon (tsp) Osmocote slow release fertilizer or equivalent.

* 4.5” potted material

-Provide 8.624” x 21.625” full 4.5” trays or equivalent, 1.25 pint (per pot) minimum by volume.

-Treat each pot with 1 teaspoon (tsp) Osmocote slow release fertilizer or equivalent.

* 4” potted material

-Provide 10”x20” full 4” trays or equivalent, true pint (per pot) minimum by volume.

-Treat each pot with ½ teaspoon Osmocote or equivalent incorporated evenly into the potting medium before filling pots or applied as a top dressing.

* 6 pk (36) Trays

-Provide 10” x 20” super jumbo trays or equivalent, 1.14 quart (per tray) minimum by volume.

**NOTE:**  If the size of bidder’s standard pack is different than the size listed please state the alternate size in the bid response. Bidders should get as close as possible to the total number of plants, while utilizing their standard flat size. The University of Arkansas reserves the right to request samples if it is deemed necessary.

**NOTE:** Vendor should include a statement of available warranty for replacement of dead or unhealthy plants.

**NOTE:** Varieties requested are part of a prearranged plan for botanical garden displays, which includes not only planned color schemes, but also plant labels to correctly identify plants placed in those displays. Therefore substitutions of other varieties are discouraged unless absolutely required to fill the order. If a substitute for any variety is required, please notify the Garvan Woodland Gardens official in advance of shipment and label plants shipped by their varietal name. Please **DO NOT** label a substitute as the variety ordered.

**NOTE:** In the event the awarded vendor must deliver substitutions, please confirm with Garvan Woodland Gardens official that the substitutions are acceptable before delivery. If a substitution is approved, delivery lists/bills of lading must be labeled with correct, substituted variety, not the variety ordered. Packing list shall be enclosed with each shipment, listing the UAF Purchase Order number.

**NOTE:** Bids must be submitted on this form to be considered. Bid award will be on an all or none basis.

**DELIVERY/DELIVERY INSTRUCTIONS:** The successful bidder shall make the best attempt to guarantee delivery by the appropriate planting time with regard to each Fall and Spring schedule concerning current specifications and availability, as well as new products.

* Handle in a manner to prevent damage and contamination
* **DO NOT** drop or dump materials from vehicles
* **ALL** packages must be clearly labeled and identified.
* Place and stack skids and units to distribute weight evenly and prevent damage.

Will you meet this delivery request? \_\_\_\_\_\_ Yes \_\_\_\_\_\_\_No

**NOTE:**  The Spring and Fall Plant Order spreadsheets will be posted out on the Hogbid Page website. <https://hogbid.uark.edu/>