

**Invitation For Bid (IFB)**

**IFB No. 714682**

**Portable Toilet Rentals – Term Contract**

**BID RELEASE DATE: June 18, 2019**

**BID DUE DATE: July 2, 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 Invitation for Bid. VENDOR NAME, BID NUMBER, AND BID OPENING DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR BID TO BE ACCEPTED.**

**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.

**General Campus Background for University of Arkansas**

Founded in 1871 as a land-grant institution, the University of Arkansas, Fayetteville Arkansas (UofA), is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The UofA has 10 colleges and schools offering more than 210 academic programs. As of Fall 2018, student enrollment totaled approximately 27,778. The faculty count totaled 1,401 and the staff count totaled 3,372. The UofA is one of the nation’s top public research universities and the state’s foremost partner and resource for education and economic development. Its public service activities reach every county in Arkansas, throughout the nation, and around the world. The Carnegie Foundation classifies the UofA as having "the highest possible level of research," placing us among the top 3 percent of colleges and universities nationwide.

**1. Introduction**The University of Arkansas, Department of Athletics is seeking bids for portable toilet rental service for home football games.

**2. Overview / Scope of Work**

We also are looking to build a relationship with the company that will ensure good customer service and support.

**UA expects to achieve the following goals (at minimum) through the selected vendor:**

1. Obtain quality product and service (as applicable) provided by a qualified vendor.
2. Award a term contract to the vendor that can provide best overall cost and value to the University.
3. Accountability and desire to work together to form a mutually beneficial partnership.

4. Achieve cost containment and proper balance in service and cost.

**3. Distributing Organization**

This IFB 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. Bidder questions concerning all matters of this IFB must be submitted via email to:

Whitney Smith, Strategic Procurement Manager

Office of Business Affairs

[wesmith@uark.edu](mailto:wesmith@uark.edu)

Questions received via email will be directly addressed via email, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this IFB solicitation will be made available on HogBid, the UA bid solicitation website: <http://hogbid/>. During the time between the bid opening and contract award(s), with the exception of Bidder’s questions during this process, any contact concerning this IFB will be initiated by the issuing agency and not Bidder. Specifically, the persons named herein will initiate all contact, unless designated otherwise.

Bidders shall not rely on any other interpretations, changes, or corrections. It is Respondent's responsibility to thoroughly examine and read the entire IFB document and any Q&A or addenda to this IFB. Failure of Bidders to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

**4. Award Responsibility**

The University Purchasing Official will be responsible for award and administration of any resulting Contract(s). UA reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Bidder(s).

Contract(s) will be awarded to the Bidder(s) whose offer adheres to the conditions set forth in the IFB, and in the sole judgment of UA, best meets the overall goals and financial objectives of UA. A resultant Contract will not be assignable without prior written consent of both parties.

**5. Bid Evaluation**Award will be made on an all or none basis, as in the best interest of the University of Arkansas. All bids must meet or exceed minimum specifications and will be evaluated based on price and/or discount as specified on the Official Bid Price Sheet. Delivery and past performance will also be used in the evaluation process. 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.

**6. Best And Final Offer**UA reserves the right to request an official “Best and Final Offer” from bidders if it deems such an approach is in the best interest of the institution.  In general, the “Best and Final Offer” will consist of request for updated cost to bring within budget expectations. If the UA chooses to invoke a “Best and Final Offer” option, bids will be re-evaluated accordingly. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions.  The official request for a “Best and Final Offer” will be issued by the UA Procurement Department.

**7. 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.

**8.** **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.

Bids not fully compliant with all sections of the IFB may be deemed non-responsive and may not be evaluated. However, UA reserves the right to waive any formality or irregularity in any bid if deemed to be in the best interest of UA. In addition, UA reserves the right to reject any or all bids.

If language in this IFB differs from other language in the UA Standard Terms and Conditions or other standard forms, the language in this IFB shall govern.

**9. 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.

**10. Discounts**

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

**11. Warranty**

Equipment shall have a minimum standard warranty for each product.

**12. Commitment**

The University of Arkansas, on behalf of the Department of Athletics, 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. 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.

**13. Contract Items**

The University of Arkansas, on behalf of the Department of Athletics, 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.

14. Price Escalation

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.

15. 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.

**16. 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.

17. 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.

**18. 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.

19. 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.

20. Delivery

Delivery must be completed the afternoon before each game and picked up the day after each game. The successful bidder shall make the best attempt to guarantee delivery, setup, discharge, and cleanup of debris by the appropriate game dates and times with regard to each game schedule. First delivery required August 30, 2019.

Link to Campus Football Parking Map:

<https://parking.uark.edu/_resources/documents/footballparking2018.pdf>

Link to Priority Parking Map for Football:

<http://arkansasrazorbacks.com/wp-content/uploads/2018/08/2018-FB-Parking-Map.png>

21. 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.

22. Time is of the Essence

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

23. 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.

24. Indemnification and Insurance

The successful Respondent or Contractor shall indemnify, defend, and hold harmless University, its trustees, officers, directors, employees, agents and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by Contractor or Contractor’s members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this RFP, any resulting Contract or any document delivered by Contractor in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to illness, paralyzation, dismemberment and death, arising from or relating to any products or services provided by the Contractor or uses of the UA campus by Contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this RFP or any resulting Contract, or any other activities conducted on the UA campus (whether such activity is authorized or unauthorized by UA); (c) any use of or damage to UA property and any defect in any building and improvement thereon, including, but not limited to, any damage to any parking lots arising from or relating to any permitted uses under this RFP or any resulting Contract; (d) any act or omission of Contractor or any of its officers, agents, employees, invitees, or subcontractor’s employees and invitees; and (e) any violation by Contractor of any applicable NCAA rules or regulations or state, federal or local laws.

The obligation to indemnify UA shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages, and liabilities incurred, as well as any attorneys’ fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to UA, UA’s in-house counsel may participate in any proceedings. The indemnification obligations under this RFP or any resulting Contract shall survive the expiration or termination of such RFP or resulting Contract.

The successful Respondent or Contractor shall purchase and maintain at Contractor’s expense, the following minimum insurance coverage for the period of any Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to UA:

* Workers Compensation: As required by the State of Arkansas.
* Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
* Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence. Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to UA.

Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from Contractor’s operations on UA’s campus. Contractor shall also be responsible for payment of workers’ compensation insurance for all Contractor’s employees as required by the State of Arkansas.

Contractor shall furnish UA with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by UA of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to UA, its trustees, officials, employees, agents or volunteers. Proof of Insurance must be included in bid Proposal.

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.

25. 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.

**26. 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 the University of Arkansas and shall be open to public inspection when the bid solicitation has been awarded and a final contract agreement is complete.

It is the responsibility of the respondent to identify all proprietary information included in their bid response. The respondent shall submit one (1) separate electronic copy of the bid 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 response 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 once a contract is final. 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.

**27. 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.

**28. 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.

**29. 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.

**30. Minimum Specifications**

Portable toilets to be delivered for each Razorback Football Game in Fayetteville, AR, shall include the following:

**Lot Number of Portable Toilets Per Lot**

29 1 Regular

31N 2 Regular

36A 2 Regular

37 2 Regular

38/35 2 Regular

40 2 Regular

42 3 Regular

43 3 Regular

44 14 Regular, 2 ADA

46 4 Regular, 2 Hand Sanitizer Stations

47W 2 Regular

47N 2 Regular

55 4 Regular

56 8 Regular, 1 ADA

56B 2 Regular

56D 2 Regular

57 2 Regular

58 2 Regular

59 2 Regular

60 3 Regular

71 2 Regular

72 10 Regular

73 4 Regular, 1 ADA

73A 2 Regular

74 2 Regular

74B 2 Regular

74C 2 Regular

Gardens 4 Regular, 1 ADA

Baum East Lot 8 Regular, 1 ADA

Baum West Lot 7 Regular, 1 ADA

Victory Village North 6 Regular

Victory Village South 4 Regular

Victory Village East 4 Regular

**TOTAL PER GAME 128** (121 Regular and 7 Handicap)

**2019 HOME FOOTBALL SCHEDULE**

**Link to Campus Football Parking Map:**

[**https://parking.uark.edu/\_resources/documents/footballparking2018.pdf**](https://parking.uark.edu/_resources/documents/footballparking2018.pdf)

**Link to Priority Parking Map for Football:**

[**http://arkansasrazorbacks.com/wp-content/uploads/2018/08/2018-FB-Parking-Map.png**](http://arkansasrazorbacks.com/wp-content/uploads/2018/08/2018-FB-Parking-Map.png)

**OFFICIAL BID PRICE SHEET**

**BID NAME: Portable Toilet Rentals – Term Contract**

**BID NUMBER: 714682**

**BID DUE DATE: July 2, 2019 2:30 PM CST**

**BID INFORMATION CONTACT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE/EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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:** Bid price must include all charges relevant to delivery, set-up, discharge, and clean-up of debris.

**DELIVERY:** Toilets must be delivered the afternoon before each game and picked up the day after each game. The successful bidder shall make the best attempt to guarantee delivery, setup, discharge, and cleanup of debris by the appropriate games dates and times with regard to each game schedule.

Will you meet this delivery request?

\_\_\_\_Yes \_\_\_\_No

Will you be able to provide this service by August 30, 2019 in time for the first home football game?

\_\_\_\_Yes \_\_\_\_No

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **\*Description** | **Qty** | **Unit Price**  **Per Game** | **Discount**  **($ or %)** | **Total Price**  **Per Season** |
| **1.** | **Portable Toilet and Accessories Rentals, per minimum specifications, for each home football game in Fayetteville, AR during the 2019 season** | **6** | **$** |  | **$** |