

**Invitation For Bid (IFB)**

**IFB No. R717087**

**Garvan Woodland Gardens Holiday Lights Assembly and Disassembly**

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

 **BID DUE DATE: 08/20/2019**

 **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.

**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 Garvan Woodland Gardens in Hot Springs, a botanical woodland garden, is seeking the services of a qualified company or individual to manage the assembly and installation of our Holiday Light display.

In the 17 years of our Holiday Light Display, Garvan has established itself as a world-class light show. The level of quality and execution for the appearance and professionalism of the final product must meet or exceed past displays. Thus, only very qualified and outstanding vendors with experience need apply. All vendors and their crew will be required to sign a non-disclosure agreement.

**2. Overview / Scope of Work**The decoration of roughly 20 acres located in the heart of Garvan Woodland Gardens, Hot Springs, Arkansas, are scheduled to begin on or around Labor Day, a crew (size to be determined by Vendor) will begin at the far ends of the display and begin working inward so as to minimize interruption of summer guests. Working hours are expected to fall within dawn and dusk and may include up to seven days per week to meet deadlines.

The display consists of approximately 100 cone trees of various sizes at a total of 4000 light strands, 60 wrapped trees with approximately 4000 strands total, and roughly 150 pre-lit set pieces and hanging ornaments. All mini lights are inventoried, processed, rolled and ready for tree wrapping and all set pieces are fully decorated, “plug and play.” All mini lights and set pieces have been quality controlled for disrepair. Successive in-field damage and repairs will be the responsibility of installers.

A few elements will require a moderate amount of assembly and/or decoration in the field. Unless otherwise noted (i.e. tunnels) all of these pieces are ready to be plugged in and walk away. Arranging them in an aesthetically pleasing way will be the greatest challenge and will be influenced by terrain and variety of elements. A professional composition will be the end result and interim reviews with a final sign off by the Owner’s representative will be required before completion.

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

1. Obtain quality 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.

Please visit the following link to view examples of the 2019 display:

<https://documentcloud.adobe.com/link/track?uri=urn%3Aaaid%3Ascds%3AUS%3A07f9d52e-3617-445e-ab87-204f7f798293>

All elements of the show are housed on property in our barns and can be transported to the garden by our own tractor and driver.

An inventory and schedule of assembly is provided along with a well-documented master plan with imagery (follow link provided) (**Appendix A**).

Upon signing a Non-Disclosure Agreement, respondents of this bid may receive architectural drawings of the Garvan Woodland Gardens displays (**Appendix B**).

*ELECTRICAL:*

Power interfaces, breaker boxes and extended hard-wired duplexes are distributed throughout the property. Installers would be required to branch off these outlets with tri-taps and extension cords in an organized manner to safely distribute power load. Light electrical experience and electrical common sense is mandatory.

*SCHEDULE:*

Final deadline of installation will be **Thursday, November 14, 2019**, with opening day occurring on Thursday, November 21, 2019. There is a 3-phase Task Schedule attached that lists each project/display and the timeline for start and completion. Garden Staff will be on-hand to answer any and all questions. Garden Staff will conduct interim reviews at:

 **Half of total bid (50%) will be paid upon completion of assembly and the other half of bid (50%) will be paid upon completion of disassembly.**

**Assembly Phases:**

**Phase 1**: Assembly-Begin September 03, 2019, Mid-Review September 13, 2019, Completion September 27, 2019.

**Phase 2**: Assembly-Begin September 30, 2019, Mid-Review October 11, 2019, Completion October 25, 2019.

**Phase 3**: Assembly-Begin October 28, 2019, Mid/Final-Review November 5, Completion November 14, 2019

**Disassembly Phases:**

**Phase 1:** Disassembly-Begin January 02, 2020, Mid-Review January 10, 2020, Completion January 17, 2020.

**Phase 2:** Disassembly-Begin January 20, 2020, Mid-Review January 24, 2020, Completion January 31, 2020

**Phase 3:** Disassembly-Begin February 1, 2020, Final-Completion February 08, 2020.

16.5% on/around **September 27, 2019**, the tasks during this timeline must be completed.

16.5% on/around **October 25, 2019**, the tasks during this timeline must be completed.

16.5% on/around **November 14, 2019**, the tasks during this timeline must be completed.

16.5%, on/around, **January 17, 2020,** the tasks during this timeline must be completed.

16.5%, on/around, **January 31, 2020,** the tasks during this timeline must be completed.

17.5%, on/around, **February 8, 2020,** the tasks during this timeline must be completed.

The final punch-list will be created at the 100% review. Once assembly is accomplished Garvan Gardens will assume the task of maintenance and operation.

Disassembly will begin on January 2, 2020 and must be completed by February 8, 2020 or before. The Garden is closed during the month of January, making disassembly an easier process.

*SUPPLIES and TOOLS:*

Owner will supply lights and displays. All equipment, tools and materials for installation are the responsibility of the Contractor. To include: ladders, tape, zip ties, lifts, etc.

**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:

Adonis Bwashi

Procurement Coordinator

Office of Business Affairs

abwashi@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, whichever is in the best interest of the University of Arkansas. All bids must meet or exceed minimum specifications and 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.

**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. 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/services from the selected supplier. All utilization of this agreement will be on an as needed basis by GWG. In responding to the IFB, respondents recognize that the University reserves the right to purchase like and similar products/services from other suppliers as necessary to meet operation requirements.

**12. 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.

13. Price Escalation

All pricing and/or discounts must be firm for a period of two (2) years 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.

14. 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.

**15. 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.

16. 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.

**Delays.** If the Contractor is not able to meet deadlines stated herein, the Owner reserves the right to terminate the Agreement and contract with a third-party to complete the Work. In such an event, the Contractor shall be responsible to the Owner for any amounts paid by Owner for the Work in excess of the amount Owner agreed to pay Contractor for performance of the Work.

The Contractor will be held responsible for all deadlines as created in this document. An $875 penalty will be assessed each day beyond the "Phase Completion Date" as provided in the contract documents.

**17. 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.

18. 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.

19. Delivery

Delivery must be FOB Destination, 540 Arkridge Road, Hot Springs, AR 71901. Delivery must be within thirty (30) days after receipt of purchase order from the University of Arkansas. 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).

20. 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.

21. Time is of the Essence

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

22. 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.

23. 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.

24. 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.

**25. 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.

**26. 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.

**29. 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.

**30. 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.

**31. 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.

* A few elements will require a moderate amount of assembly and/or decoration in the field. Unless otherwise noted (i.e. tunnels) all of these pieces are ready to be plugged in and walk away. Arranging them to look good is the challenge because of the terrain or because they were made at different times by different people and not necessarily made to go together. Making it look professional will require experience and an eye for visual design.
* Power interfaces, breaker boxes and extended hard-wired duplexes are distributed throughout the property. Installers would be required to branch off of these outlets with tri-taps and extension cords in an organized manner to safely distribute power load.
* All elements of the show are housed on property in our barns and can be transported to the garden by our own tractor and driver.
* An inventory and schedule of assembly is provided along with a well-documented master plan with imagery.

**Appendix A:**

**Official Bid Price Sheet**

**University of Arkansas**

**GWG Holiday Lights Inventory and Schedule of Assembly and Disassembly**

**BID NAME: Garvan Woodland Gardens Holiday Lights Assembly and Disassembly**

**BID NUMBER: R717087**

**BID DUE DATE: August 20, 2019 2:30 PM CST**

**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. Kit pricing is requested where applicable. Pricing must include shipping and handling charges.

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

**Required Delivery Time: Assembly will begin Tuesday, September 3, 2019 and end on Thursday, November 15, 2019 or before.**

**Payment Schedule will be as follows:**

* **1/6 payment when 1/6 of assembly is complete, on or around September 27, 2019, at which time at least 22 wrapped trees will be complete, in addition to the day to day schedule.**
* **1/6 payment when 2/3 of assembly is complete, on or around October 25, 2019, at which time the completed number of wrapped trees will be at least 53,**
* **In addition to the day to day schedule and the final sixth upon completion of assembly on or around 11/14/2019 at which time all 75 wrapped trees will be complete in addition to the day to day schedule.**
* **Disassembly will follow suit beginning in January 2020. Half of total bid will be paid upon completion of assembly and the other half of bid will be paid upon completion of disassembly.**

**The tasks described below will be used for both Assembly and Disassembly. Disassembly will start at # 42 and work backward to # 1. Bid the following according to minimum specifications or functional equivalent:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Tasks/Category** | **Start** | **End** | **Discount ($ or %)** | **Total Price** |
| 1 | Layout Electrical Grid, Unpack Lights/Staging, Assemble Train | 9/3 | 9/6 |  |  |
| 2 | Tree Wraps & Bushes | 9/9 | 9/11 |  |  |
| 3 | Assemble Ice Palace | 9/9 | 9/11 |  |  |
| 4 | West End Animated LED Tree | 9/12 | 9/13 |  |  |
| 5 | Rose Garden Pole Trees | 9/13 | 9/17 |  |  |
| 6 | Set Picket Fence | 9/18 | 9/19 |  |  |
| 7 | Crystal Arches, Style Deer, Whitetails, Pole Trees, Supernova Chandelier, Ice Arch | 9/19 | 9/23 |  |  |
| 8 | Ice Tunnel | 9/24 | 9/25 |  |  |
| 9 | Swag West End - POLES ONLY | 9/26 | 9/27 |  |  |
| 10 | Mudhole Tree, Wrap/Light Trad Arches | 9/30 | 9/30 |  |  |
| 11 | Cranes, Square Trees | 10/1 | 10/1 |  |  |
| 12 | Tiffanies | 10/1 | 10/1 |  |  |
| 13 | Float Orbs, FCB Pole Tree | 10/2 | 10/2 |  |  |
|  14 | Cherry Trees | 10/2 | 10/2 |  |  |
|  15 | Golf Cart Tunnel | 10/3 | 10/4 |  |  |
|  16 | Color-wash: Cranes, Cascades, Goat, FMB, Waterfall | 10/7 | 10/7 |  |  |
|  17 | FMB Supernova | 10/7 | 10/7 |  |  |
|  18 | Finalize Frog Pond | 10/8 | 10/8 |  |  |
| 19  | Tulips & Phlox | 10/8 | 10/8 |  |  |
| 20 | Oak Arch | 10/8 | 10/8 |  |  |
| 21 | Wisteria Tunnel | 10/9 | 10/10 |  |  |
| 22 | Ann's Vine | 10/9 | 10/9 |  |  |
| 23 | Live Oaks (Two) | 10/10 | 10/14 |  |  |
| 24 | Ice Fiddles, Oak Plaza | 10/14 | 10/15 |  |  |
| 25 | Tipsy Trees | 10/15 | 10/16 |  |  |
| 26 | Cam Trail Pole Trees | 10/16 | 10/16 |  |  |
| 27 | Swag all remain Serenity, Winter, Trad., & Garden | 10/17 | 10/18 |  |  |
| 28 | PAV Roof | 10/18 | 10/18 |  |  |
| 29 | PAV Plaza: Santa, Soldiers, Swag, ART Trees, Hornbeams, Groundcover, Elves & Sleigh | 10/21 | 10/23 |  |  |
| 30 | Mushrooms | 10/24 | 10/24 |  |  |
| 31 | Bliss Lights | 10/24 | 10/24 |  |  |
| 32 | LED Spheres, Roundabout Ornaments | 10/24 | 10/24 |  |  |
| 33 | Aurora Tunnel | 10/25 | 10/25 |  |  |
| 34 | Artificial Maples, 3D Lanterns | 10/28 | 10/29 |  |  |
| 35 | Bonsai Pole Tree Grove | 10/30 | 10/30 |  |  |
| 36 | Sunrise Bridge | 10/31 | 10/31 |  |  |
| 37 | LED Spheres, Roundabout Ornaments | 11/1 | 11/4 |  |  |
| 38 | Supernova Maple | 11/4 | 11/4 |  |  |
| 39 | Tree Wraps & Bushes | 11/1 | 11/14 |  |  |
| 40 | All remaining swag | 11/4 | 11/7 |  |  |
| 41 | Parterre Garden Wiring, Finalizing | 11/6 | 11/8 |  |  |
| 42 | Skyline, Reindeer, Parking #9 Canopy | 11/8 | 11/13 |  |  |
| 43 | Front Sign | 11/14 | 11/14 |  |  |
| 44 | Finish any remaining Swag Lighting – (equal to or less than 2000 feet) | 11/14 | 11/14 |  |  |
| 43 | **Grand Total (Assembly & Disassembly)** |  |  |  |  |

**Appendix B:**



**NON-DISCLOSURE AGREEMENT FOR THE STATE OF ARKANSAS**

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NON-DISCLOSURE AGREEMENT FOR THE STATE OF ARKANSAS

This Confidentiality Agreement (the "Agreement"), dated as of May 25, 2018 ("Effective Date"), is between **Garvan Woodland Gardens**, an Arkansas Botanic/Woodland Gardens located at 540 Arkridge Road, Hot Springs, AR 71913 **("Disclosing Party")**, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_a\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_loca-ted at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **("Recipient")**.

1. In connection with Providing a competitive bid for the assembly and disassembly of the Holiday Lights 2018 event. (the "Purpose"), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose or permit access to Confidential Information other than to its officers, directors, attorneys, accountants and financial advisors (collectively, "Representatives") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality agreements/confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify

Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts and cooperate with Disclosing Party to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Representatives.

1. "Confidential Information" means all non-public, proprietary or confidential information of Disclosing Party, or relating to Disclosing Party's The architectural drawings of the displays that belong solely to **Garvan Woodland Gardens**., in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("Notes"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such

information; (c) was in Recipient's or its Representatives' possession, as established by documentary evidence, before Disclosing Party's disclosure hereunder; or (d) was or is

independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.

1. If Recipient or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its outside legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.
2. On the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall within three (3) calendar days, at Disclosing Party's option, either return to Disclosing Party or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction of such Confidential Information.
3. Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.
4. Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.
5. The rights and obligations of the parties under this Agreement expire 1 year[s] after the Effective Date; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such

expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

1. Recipient acknowledges and agrees that any breach of this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.
2. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Arkansas, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Hot Springs, Garland, Arkansas. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
3. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section 10). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.
4. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

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 Garvan Woodland Gardens Rep. Vendor