



**WASHINGTON COUNTY ARKANSAS**  
**280N. College Avenue**  
**Fayetteville, AR 72701**

**INVITATION TO BID**

**Bid # 2010-014 Mail Processing Service**

**BIDS DUE IN BY:** 4:30 P.M., Monday, September 13, 2010  
**BIDS OPENED AT:** 9:00 A.M., Tuesday, September 14, 2010  
All bids are due in at the Washington County Courthouse,  
280 N. College Ave., Suite 533, Fayetteville, AR 72701

**CONTACT.** For bidding information contact the Purchasing Dept. at 479/444-1707 or 1669

---

Washington County is accepting sealed bids from qualified vendors to provide a term contract for various mailing services, including pick-up, delivery, presort, and other processing services to/from county locations. The contract will be for 1 year beginning January 1, 2011 through December 31, 2011 with the option of renewing annually.

Currently pickups are schedule twice a day Monday through Friday, excluding holidays at the Courthouse, 280 N. College Avenue and the Detention Facility, 1155 Clydesdale Drive.

All bids must be submitted in accordance with the attached County specifications and bid documents attached hereto.

Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

For Evaluation purposes we request that you submit one (1) Original and four (4) Copies of your bid.

---

**EXECUTION OF BID**

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:
BUSINESS ADDRESS, STREETS:	CITY:	STATE: ZIP
SIGNATURE OF AUTHORIZED PERSON:	DATE:	
PRINTED OR TYPED NAME:	TITLE:	
EMAIL ADDRESS: _____		

**TERMS AND STANDARD CONDITIONS**  
**PLEASE READ CAREFULLY**

1. When submitting an "Invitation to Bid", the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid".
2. Sales or use tax is not to be shown in bid price but is to be added by the vendor to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. Vendors are to register and pay both taxes directly to the Arkansas State Revenue Dept.
3. Discounts offered will be taken when the County qualifies for such. The beginning date for computing discounts will be the date of the invoice or the date of delivery and acceptance; whichever is later.
4. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
5. Specifications furnished with this "Invitation to Bid" are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product and/or service available at the lowest possible price.
6. In the event a contract is entered into pursuant to the "Invitation to Bid", the bidder shall not discriminate against any qualified employee or applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts, a provision similar to above.
7. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
8. Quality, time and probability of performance may be factors in making an award.
9. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
10. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the County.
11. When noted, the Vendor is to supply Washington County with evidence of having and maintaining proper and complete insurance, specifically Worker's Compensation in accordance with the laws of the State of Arkansas, public liability and property damage. All premiums and costs shall be paid by the Contractor. In no way will the County be responsible in case of accident.
12. When noted, a certified check, letter of credit or bid bond in the amount of 5% of the total bid shall accompany bid.
13. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders' information ONLY and will be used for tabulation and presentation of the bid and the participant reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
14. Washington County reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid.
15. If unit prices and extensions thereof do not coincide, Washington County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
16. All bids must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the county.
17. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
18. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.

## 1. INSURANCE

All bids must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the Bid. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Washington County.

- A. Workers Compensation: As required by the State of Arkansas.
- B. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract
- C. **Minimum** shall be the total amount of contract.
- D. Loss of valuable papers in the amount of \$1,000,000.00.

## 2. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this bid is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directives, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this bid including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued thereunder, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued thereunder, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued thereunder, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupational Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this bid from complying with such laws and regulations.

### 3. QUALIFICATIONS OF BIDDERS

- 3.1 Before submitting a bid, the successful Vendor must be legally qualified in all respects to do business in the State of Arkansas.
- 3.2 Vendor will be responsible for obtaining any and all permits required at no additional charge to the County. The rates bid shall include all materials and labor as required.
- 3.3 Vendor shall furnish a minimum of three references from business of similar size and type. References must include name of business, name of contact, address and phone number, along with the type of and quantity of services performed for that business.

### 4. REQUIREMENTS

- 4.1 Mail must have a Fayetteville, Arkansas postmark.
- 4.2 Mail must be picked up twice a day with the last pickup no earlier than 4:00 p.m., Monday through Friday.
- 4.3 All mail must be metered, sorted and mailed on the same day collected.
- 4.4 Monthly statement from vendor must detail all charges as detailed in the pricing on the pricing proposal and provide mail processing count for each day by department.
- 4.5 Contractor must have postal equipment and sufficient personnel to operate the equipment and complete all pickup and deliveries. Washington County will be the sole judge and may require an on-site visit of contractor's business at any time, before and or after award is made.
- 4.6 Contractor will insure that the County's mail will be processed and grouped to receive the lowest possible postage rate.
- 4.7 Contactor will have FASTforward software and hardware to aid in processing all outgoing mail. Contractor must be able to scan and read all mail and apply proper bar-coding to allow the County to receive the lowest possible first class presort rate or Carrier Route available by law.

BID PRICING

1. DAILY - Total Metering Service

Process first class mail daily \$\_\_\_\_\_ cost per piece

Pre-sort discount for letters weighing up to two ounces \$\_\_\_\_\_

Pre-sort discount for letters weighing over two ounces \$\_\_\_\_\_

Fee to pickup mail at each location daily \$\_\_\_\_\_

2. AS NEEDED – Special mailing services

Process UPS & FedEx packages \$\_\_\_\_\_

Prepare & process certified mail \$\_\_\_\_\_

Provide & deliver postage stamps \$\_\_\_\_\_

3. AS NEEDED – Business Services

Folding & stuffing envelopes \$\_\_\_\_\_

Labeling \$\_\_\_\_\_

4. List additional services and costs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

**WASHINGTON COUNTY, ARKANSAS  
MAILING SERVICES CONTRACT**

This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2011, between the Washington County, Arkansas, and \_\_\_\_\_.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The contract period will be from executed date of contract to the end of 2011. This contract will automatically renew annually unless terminated as set forth in this contract.
2. \_\_\_\_\_ at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid as stated in \_\_\_\_\_ BID PROPOSAL, and in accordance with specifications attached hereto and made a part hereof under Bid #10-014, all included herein as if spelled out word for word.
3. Washington County shall pay \_\_\_\_\_ based on prices indicated in their bid proposal. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
4. The Contract documents which comprise the contract between Washington County and \_\_\_\_\_ consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Bid form identified as Invitation to Bid 10-014 with the specifications and conditions typed thereon.
  - B. \_\_\_\_\_ bid proposal.
  - C. The Notice to Prospective Bidders and the Bid Tabulation.
5. These Contract documents constitute the entire agreement between Washington County and \_\_\_\_\_ and may be modified only by a duly executed written instrument signed by the Washington County and \_\_\_\_\_.
6. \_\_\_\_\_ shall not assign his duties under the terms of this agreement.
7. \_\_\_\_\_ agrees to hold Washington County harmless and indemnify the Washington County, against any and all claims for property damage, personal injury or death, arising from \_\_\_\_\_ performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
8. \_\_\_\_\_ shall furnish a certificate of insurance addressed to the Washington County, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, \_\_\_\_\_ shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$250,000 each person.
	\$500,000 aggregate.
Property Damage Liability:	\$100,000 aggregate

The premiums for all insurance and the bond required herein shall be paid by \_\_\_\_\_.

9. Washington County shall have the right to terminate this Agreement for Washington County convenience upon written notice of \_\_\_\_\_, and \_\_\_\_\_ shall terminate performance of services on a schedule acceptable to Washington County. In the event of termination for Washington County's convenience Washington County shall pay \_\_\_\_\_ for all services performed to date of termination.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011

WASHINGTON COUNTY  
FAYETTEVILLE, ARKANSAS

BY \_\_\_\_\_  
Marilyn Edwards, Washington County Judge

ATTEST:

\_\_\_\_\_

ATTEST: COMPANY SECRETARY

\_\_\_\_\_

BY \_\_\_\_\_  
NAME AND TITLE

\_\_\_\_\_  
BUSINESS ADDRESS