



**Request For Bid #2010-07  
WINDOW REPLACEMENT**

**RFB DEADLINE:** Thursday, May 13, 2010 at 10:00 a.m.  
**RFB OPENING:** at 10:00 a.m.  
**DELIVERY LOCATION:** Suite 533 – 280 N. College Avenue, Fayetteville, AR 72701  
**CONTACTS BIDDING INFO:** Jody Gamble, jgamble@co.washington.ar.us 479.444.1707 or

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Washington County is accepting sealed bids for the removal and replacement of all the original metal frame windows at the Decision Point facility, located at 301 Holcomb Street, Springdale, Arkansas 72764.

All bidders must familiarizing themselves with the scope of the project. Contact Terry Fabbri at (479) 936-6220 to arrange an onsite survey to measure the windows that are to be replaced.

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the Washington County Purchasing Department on or before the specified date and time. **LATE BIDS WILL NOT BE ACCEPTED.**

RFB'S shall be submitted in sealed envelopes labeled "RFB 10-07, "Windows" with the name & address of the respondent.

RFB's shall be submitted in accordance with the attached Washington County specifications and RFB documents attached hereto. Each respondent 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.

The undersigned hereby offers to furnish & deliver the articles and service as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of the bid, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Bidder and County.

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

TERMS AND STANDARD CONDITIONS  
**PLEASE READ CAREFULLY**

1. When submitting a "Bid or Proposal", the bidder warrants that the commodities covered 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.
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. When bidding other than the brand and/or model specified in the "RFB", the brand and/or model must be listed and descriptive literature attached to the document. County may require examples of product bid.
5. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
6. Specifications furnished with this "RFB" are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and / or models approved as equal to designated products shall receive equal consideration.
7. Samples of items when required, must be furnished free and, if not called for within 30 days from the date of the bid opening, will become the property of Washington County.
8. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Washington County. Charges may not be added after the bid is opened.
9. In the event a contract is entered into pursuant to the "RFB", 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.
10. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
11. Quality, time and probability of performance will be some of the factors in making an award.
12. Guarantees and warranties should be submitted with the RFB, as they may be a consideration in making an award.
13. 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.
14. The RFB number must be stated on the face of the sealed envelope. If it is not, the envelope will be opened to be identified and the bid enclosed therein will not be considered or counted in the tabulation.
15. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of Washington County.
16. When noted, the Contractor 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. The Contractor shall pay all premiums and costs. In no way will the County be responsible in case of accident.
17. When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid.
18. A performance bond equaling the total amount of any bid exceeding \$20,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement [pursuant to Arkansas Code Annotated Section 22-9-203].
19. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications.
20. 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.
21. 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 vendor, to accept any item in the bid. 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.
22. All RFB's 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.
23. 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.
24. 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. LICENSING REQUIREMENTS, STATE REGULATIONS:**

- A. Any bidder who is selected to enter into a Contract Agreement is required to provide and any bidder, whose bid exceeds \$20,000.00, must provide a Performance Bond. Each bond shall be for 100% of the contract sum and shall be delivered to Washington County, Arkansas, properly issued by Surety licensed to do business in the State of Arkansas, no later than the time of execution of the Contract Agreement. Failure of vendor to deliver such bond will result in forfeiture of the Bid Security.
- B. As required by Arkansas State Law, and Arkansas State Contractors License is required for any work bid over \$20,000.00. Contractor to include copy of said license.

**2. INSURANCE**

- A. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating it willingness to insure the Company pursuant to the terms of any contract resulting from the request for proposal. 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.
- B. Workers Compensation: As required by the State of Arkansas.  
Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract. Minimum shall be the total amount of contract.

**3. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES:**

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this proposal 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, directive, 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 Occupations 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.

**4. DELIVERY**

Bidder must state number of days required to complete the project after Notice to Proceed has been given. Extended delivery dates may be considered when in the best interest of the County.

Delivery \_\_\_\_\_ days after receipt of order.

**Site Address:** Decision Point 301 Holcomb Street Springdale, AR 72764

**Contact:** Terry Fabbri, Decision Point Director of Special Projects  
(479) 936-6220 [fabbrisd@aol.com](mailto:fabbrisd@aol.com)

Please contact Terry Fabbri to arrange your on-site survey and measurement.

**5. PROJECT DESCRIPTION**

- 5.1 The purpose of this project is to remove all the remaining original metal frame windows at this facility and replace them with custom made energy efficient vinyl frame windows in the existing openings in the building.
- 5.2 The replacement windows for this project must meet or exceed NFRC 30/30 specification and must use LoE argon filled glass. Matching fiberglass screens for each replacement window will also be required.
- 5.3 Project will include removal of the existing window, cleaning of the surround, initial caulking, correct placement of the replacement window to assure a square, level and plumb result; final caulking, removal of all tags, cleaning of the replacement window inside and out, and disposal of all materials.
- 5.4 Contractor to provide a five year parts and labor warranty on the replacement windows and installations. This warranty cost should be included in the bid cost as well.

**6. BIDDERS RESPONSIBILITY**

- 6.1 All costs to complete this project must be included in the bid cost including, but not limited to all material costs, all labor charges, and all necessary fees and permits.
- 6.2 Bidder is responsible for their own on-site measurement and confirmation of the full and exact scope of the work required to complete this project before submitting their bid.
- 6.3 The project is not limited to only the windows shown below. The windows shown below and their approximate size are shown for illustrative purposes as to the general nature of the overall work to be done:

<b>Location</b>	<b>Qty</b>	<b>Size</b>	<b>Type</b>
Front Left	4	48" x 64"	Single Hung
North Gym	4	48" x 64"	Single Hung
Rear and Rear South	16	48" x 64"	Single Hung
South Side	12	48" x 64"	Single Hung
	1	144" x 64"	Single Hung Triple
Interior Facing	4	48" x 50"	Single Hung
	3	96" x 50"	Single Hung Twin
Ground Floor	7	32" x 100"	Picture Over Awning
	2	64" x 100"	Twin Picture over Twin Awning
First Floor	6	34" x 24"	Picture
	5	34" x 84"	Picture
	1	34" x 63"	Single Hung

