



# INVITATION TO BID

## Washington County, Arkansas

**RETURN BID TO:** Washington County Purchasing Office.  
280 North College Ave., Suite 530  
Fayetteville, AR 72701

**It is the responsibility of bidder to read and comply with all conditions listed on following page**

<b>BID NUMBER:</b> 2010-03	<b>COMMODITY CLASSIFICATION:</b> STEEL
<b>DATE &amp; TIME BIDS DUE IN BY:</b> <u>4:30 P.M., TUESDAY, MARCH 2, 2010</u>	
<b>DATE &amp; TIME OF BID OPENING:</b> <u>10:00 A.M., WEDNESDAY, MARCH 3, 2010</u>	
<b>DEPARTMENT:</b> Road Dept.	<b>CONTACT:</b> Jody Gamble, Purchasing Director

Washington County is requesting competitive sealed bids for STEEL for the year 2010 according to the following conditions and specifications. Bid pricing to be good through December 31, 2010.

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. The County will in no way be responsible for delays caused by any occurrence.

The bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the opening date and time be considered. Offers by telephone, telegram, or fax will not be accepted. Bidders will not be allowed to withdraw or modify their bids after the opening date and time.

Award of this bid is contingent upon the appropriation of funds by the Washington County Quorum Court. It is the responsibility of the bidder to read and comply with all terms and standard conditions listed on the following pages.

If a particular brand name is specified, it is not the intent to discriminate against any "equal" product from another manufacturer. The intent is to establish a minimum standard requested for this purchase.

Questions regarding merchandise should be directed to the Road Department at @479-444-1610. Questions regarding bid and bid procedures should be directed to the Jody Gamble @ 479-444-1707.

**FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE 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:
ADDRESS, STREETS:	CITY:	STATE: ZIP
SIGNATURE OF AUTHORIZED PERSON:		DATE:
PRINTED OR TYPED NAME:		TITLE:

ARKANSAS SALES OR USE TAX NUMBER: \_\_\_\_\_ STATE CONTRACTORS LICENSE NUMBER: \_\_\_\_\_

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. As required by Arkansas State Law, and Arkansas State Contractors License is required for any work bid over \$20,000.00
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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. All bidders must include a Bid Security made payable to Washington County, Arkansas in an amount equal to five percent (5%) of the bid sum. If bid sum is unknown the bid bond should be for the amount of \$1,000.00, which is 5% of \$20,000.00. Bid Security may be in the form of the following:

**Bid Bond** issued by a surety licensed to conduct business in the State of Arkansas or **Certified Check**, or a **Cashier's Check** or a **Letter of Credit from their bank**.

- B. The owner reserves the right to retain the security of the two next lowest bidders until the lowest bidder enters into contract or purchase order agreement or until 60 days after bid opening, whichever is shorter. All other bid securities will be returned as soon as possible. If a bidder refuses to enter into a contract, the owner will retain his Security as liquidated damages, but not as a penalty.
- C. Any bidder who is selected to enter into a Purchase Order Agreement to supply materials only may be required to furnish a bond covering faithful delivery under the Purchase Order Agreement and payment of all obligations arising hereunder.

**2. 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 Invitation to 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.

**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, 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.

### 3. SPECIFICATIONS

Washington County is seeking bids on steel and re-bar for use by the Road Department during the year 2010. Vendors are welcome to bid other steel products but the majority of the steel used is re-bar. All steel should be bid in pounds and tons.

### 4. BID PACKET MUST INCLUDE:

Outlined below are the items that must be included with your bid on any commodity or service you are bidding.

**Be sure you submit an Original and four (4) copies of the following:**

- a. Page one (1) signed and completed
- b. Bid signed
- c. Certificate of Insurance
- d. **Bid Bond or Letter of Credit from your Bank**, as outline on page 3, Item 1. A.