

**WASHINGTON COUNTY ARKANSAS**

ATTN: Alisha Willett  
280 N College Ave, Suite 530  
Fayetteville, AR 72701



**INVITATION TO BID**

**DUE: 4:00PM – May 6, 2019**

Sealed bids must be clearly marked on the outside of the package with:  
**“BID 2019-09 Pothole Patching for the Road Dept.”**

**PROPOSALS WILL BE OPENED MAY 7, 2019 @ 10:00 AM**  
**LOCATION: WASHINGTON COUNTY COURTHOUSE**  
**280 N. COLLEGE AVE, SUITE 530, FAYETTEVILLE, AR 72701**

**BID 2019-09 POTHOLE PATCHING FOR THE ROAD DEPT**

**GENERAL SPECIFICATIONS:** The Washington County Road Department is soliciting pothole patching services, for the various road types within Washington County.

**REQUIREMENT:** Bidders must comply with the following requirements to be considered for the evaluation and award process:

1. Bidders must quote at least one complete asphalt category; and
2. Bidders must list brand names on the items bid

**INFORMATION:** For additional information, email [purchasing@co.washington.ar.us](mailto:purchasing@co.washington.ar.us). Bidders shall direct bid inquiries to the Washington County Purchasing Office.

**FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR RFQ IN A SEALED ENVELOPE LABELED “BID 2019-09 POTHOLE PATCHING FOR THE ROAD DEPT”**

It is solely and strictly the responsibility of the bidder to ensure that the RFP is received by the Washington County Purchasing Division on or before the specified date and time.

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

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

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

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

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

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

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

I affirm that the information given on this form is true and accurate as of this date.

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

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## **TERMS AND STANDARD CONDITIONS**

1. When submitting a bid/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. When bidding other than the brand and/or model specified in the request, the brand and/or model must be listed and descriptive literature attached to the document. County may require examples of the product bid.
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 request 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. Only designated brands, and products determined to be equivalent, shall be considered.
6. If required, product samples must be furnished at no cost to the county. Samples will become county property thirty (30) days from the date of the bid opening, unless a written request for return is provided to the county before expiration of the thirty (30) days.
7. 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.
8. The Purchasing Department reserves the right to award items in whole or in part by line item(s).
9. Quality, time and probability of performance will be some of the factors in making an award.
10. Guarantees and warranties should be submitted with the bid/proposal, as they may be a consideration in making an award.
11. 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.
12. 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.
13. If requested, the bidder must supply Washington County with evidence of current, continuing, proper, and complete insurance coverage. The type of insurance coverage required shall be determined by Washington County based upon the nature and type of bid being submitted.
14. 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 at the rate of \$50.00 per day.
15. 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 shall be estimates only. No guarantee or warranty is given or implied by the county as to the total amount that may or may not be purchased from any resulting contracts. These quantities shall only be used for tabulation and presentation of the bid and the county reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
16. 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. 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.
17. All bids/proposals 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.
18. 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.
19. 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. BID SECURITY

A. All bidders are required to include a Bid Security, for each bid submitted. The Bid Security shall be payable to Washington County, Arkansas in the amount of \$1,000. The Bid Security may be in the form of following:

1. **Bid Bond** issued by a surety licensed to conduct business in the State of Arkansas; or
2. **Certified Check; or**
3. **Cashier's Check; or**
4. **Letter of Credit from their Bank**

B. The successful bidder's Bid Security will be retained until he has signed the contract agreement and furnished the required insurance certificates, and furnished Performance and Payment bonds.

C. The County 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 County will retain his Security as liquidated damages, but not as a penalty.

## 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, 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 failure of the Goods purchased under this bid from complying with such laws and regulations.

## 3. INSURANCE

A. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas. The letter of intent must state the insurance company's willingness to insure the bidder pursuant to the terms of any contract the results from the request for proposal. The bidder shall procure and maintain, at the bidder's expense, the following insurance coverage for the life of the contract. If labor is involved, Washington County requires the bidder to provide, from the insurance company, evidence of the effective dates and the amounts insured.

- B. (i) Workers Compensation: As required by the State of Arkansas.  
(ii) 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.

## 4. RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract or purchase order valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

## 5. CONTRACT

5.1 If applicable a sample of the bidder's contract should accompany the bid.

5.2 The budget approval of the contract shall be annually in accordance with A.C.A § 14-20-106,

5.3 The County may consider entering a multi-year contract, not to exceed seven years.

5.4 At the end of the term of this Agreement (or any renewal term) (the "End Date"), the County may terminate the agreement with a 30 day written notice.

## 6. SUBMISSION OF BIDS

All bids will be submitted on the forms provided by the County. All bid forms must be signed by a representative of the company having the legal authority to bind the bidder contractually. Bidder's signature on the face of the bid form indicates bidder's agreement to be governed by Federal, State and County laws and regulations.

Should a bidder find discrepancies in the specifications, or should (s)he be in doubt as to the meaning or intent of any part thereof, bidder must, no later than 48 hours prior to the bid opening, request clarification from the County. Written requested maybe emailed to [purchasing@co.washington.ar.us](mailto:purchasing@co.washington.ar.us). Oral instructions or explanations will not be binding. Only written addenda shall be binding. Any addenda resulting from these requests for clarification will be faxed or delivered to all listed holders of the bid document and posted on the County web-site. Bidders shall acknowledge the receipt of all addenda. Any addenda or bulletins issued during the time of bidding shall become part of the documents provided to bidders for the preparation of their bids. Any such addenda or bulletins shall be covered in the bid, and shall be made part of the resulting agreement.

## 7. EXCEPTIONS

In the event a bidder desires to take exception to any term or condition set forth in the Sample Agreement, and/or any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this Request for Bid. **Exceptions or deviations to any of the terms and conditions must not be added to the Request for Bid pages but must be a separate document accompanying the bid.**

Should the County omit anything from this bid request which is necessary to provide a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the Purchasing Department at least forty-eight (48) hours prior to the time and date of the bid opening shown on page one (1).

## 8. NOTICE TO BIDDERS

The County may not consider bids from individuals, contractors, firms or corporations included in the following categories:

- A. Any organization or individual currently in arrears or in default to the County on a previous debt or contract.
- B. Any organization or individual currently in default as surety, or otherwise, for any obligation to the County.
- C. Any organization or individual who has previously failed to faithfully perform a contract with Washington County.

## 9. AWARD OF CONTRACT

Washington County reserves the right to award bids/proposals by individual line item(s), group, or all or none. The contract will be awarded to the bidder with the lowest responsible and responsive bid that complies with the specifications listed herein.

9.1 A back up bidder will be awarded in the event that the awarded lowest responsible and responsive bidder is not able to comply with this proposal and /or the contract is terminated within the first year of services; and

9.2 Washington County reserves the right to reject any or all bids submitted in response to this solicitation, to waive an informality or technicality, or to accept bids deemed to be in the best interest of the County.

## 10. TIME SCHEDULE

- 10.1 BID posted on County website and legal notice published, April 7, 2019
- 10.2 BID requests for interpretations to be submitted by 2:00PM on April 29, 2019
- 10.3 BID due at 4:00 PM, Monday May 6, 2019
- 10.4 BID opened at 10:00 AM, Tuesday, May 7, 2019

## 11. GENERAL SPECIFICATIONS & QUALIFICATIONS

The County wishes to repair potholes, for various types of roads, from this spring through late fall. Therefore, it will be necessary to procure a pothole patching services.

- 11.1 The speculated cost of repairs, for the 2019 season will exceed \$20,000. This amount includes pothole patching for various current roads and future undetermined repairs.
- 11.2 The County roads requiring repairs are various depths and comprised of chip seal, asphalt, concrete, etc.
- 11.3 Whereas there are multiple acceptable ways to achieve the desired outcome, pricing for all types of pothole patches are requested.
- 11.4 It is not required to bid all of the below categories in Section 12.1 through 12.4. However, if bidding a category, the full cost list of A through C, must be completed.
- 11.5 The County may consider providing pothole patch materials. The bidder shall include pricing for labor only and a total cost of labor with materials included.

## 12. BID PRICING & ITEM LIST

12.1 Cold Patch	<u>Labor only</u>	<u>Total including labor &amp; materials</u>
A. Cost Per Square Foot:	\$ _____ .	\$ _____ .
B. Cost Per Square Yard:	\$ _____ .	\$ _____ .
C. Cost Per Ton:	\$ _____ .	\$ _____ .
12.2 Hot Patch	<u>Labor only</u>	<u>Total including labor &amp; materials</u>
A. Cost Per Square Foot:	\$ _____ .	\$ _____ .
B. Cost Per Square Yard:	\$ _____ .	\$ _____ .
C. Cost Per Ton:	\$ _____ .	\$ _____ .
12.3 Emulsion Patch	<u>Labor only</u>	<u>Total including labor &amp; materials</u>
A. Cost Per Square Foot:	\$ _____ .	\$ _____ .
B. Cost Per Square Yard:	\$ _____ .	\$ _____ .
C. Cost Per Ton:	\$ _____ .	\$ _____ .
12.4 Full Depth Reclamation Patch	<u>Labor only</u>	<u>Total including labor &amp; materials</u>
A. Cost Per Square Foot:	\$ _____ .	\$ _____ .
B. Cost Per Square Yard:	\$ _____ .	\$ _____ .
C. Cost Per Ton:	\$ _____ .	\$ _____ .

### 13. BID CHECK-OFF LIST

Bid Signed

Bid Security Included

Proof of Insurance Included

All Information is filled in the blanks (terms such as negotiable or case by case will not be accepted)

Four Copies of the Completed Bid