

WASHINGTON COUNTY ARKANSAS

ATTN: Purchasing Department
280 N College Ave, Suite 530
Fayetteville, AR 72701



INVITATION TO BID

DUE: 4:00 PM – April 18, 2017

Sealed Bids must be clearly marked on the outside of the package with:
“RFP 2017-04 Historic Courthouse HVAC”

BIDS WILL BE OPENED APRIL 19, 2017 @ 9:00 AM

**LOCATION: WASHINGTON COUNTY COURTHOUSE
280 N. COLLEGE AVE, SUITE 530, FAYETTEVILLE, AR 72701**

RFP 2017-04 HISTORIC COURTHOUSE HVAC

GENERAL SPECIFICATIONS: Washington County is requesting competitive proposals from vendors to provide repairs for the Mitsubishi Electric City Multi Split Air-Conditioner and heat pump systems at the Historic Courthouse. Vendor shall provide information for units to cover the entire square footage of the Historic Courthouse.

REQUIREMENT: Bidders failing to comply with any of the following requirements will not be considered for the evaluation and award process:

1. Bidders must quote 100% of all items within each category
2. Bidders are required to list brand names on the items bid.

INFORMATION: For additional information, email purchasing@co.washington.ar.us. Bidders shall direct bid inquiries to the Washington County Purchasing Office. To schedule a site visit please call Dwight Gonzales at (479) 466-2817.

FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR BID IN A SEALED ENVELOPE LABELED “RFP 2017-04 HISTORIC COURTHOUSE HVAC”.

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

LATE BIDS 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: _____

Signature: _____ Date: _____

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TERMS AND STANDARD CONDITIONS

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. When bidding other than the brand and/or model specified in the "RFP", the brand and/or model must be listed and descriptive literature attached to the document. County may require examples of product bid.
3. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
4. Specifications furnished with this "RFP" 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.
5. 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.
6. 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.
7. The Purchasing Division reserves the right to award items, all or none, or by line item(s).
8. Quality, time and probability of performance will be some of the factors in making an award.
9. Guarantees and warranties should be submitted with the RFP, 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. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. All RFP'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.
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. INTRODUCTION

1.1 INTRODUCTION

This is a Request for Proposal (RFP). The format of this document must be followed throughout

1.1.1 BID SECURITY

A. All bids are required to include a Bid Security with the bid. Make Bid Security payable to Washington County, Arkansas in an amount equal to five percent (5%) of the bid sum. 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
2. **Certified Check**
3. **Cashier's Check**
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 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.

1.1.2 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.

1.1.3 INSURANCE

A. All proposals 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 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 (where labor is involved)

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.

1.2 GENERAL INFORMATION

Where the term a County is used in the Request for Proposal, (RFP), it shall refer to Washington County, Arkansas. The laws of Arkansas shall apply and control any contract that is awarded.

1.3 PURPOSE AND SCOPE OF THE PROJECT

Washington County is requesting competitive proposals from vendors to provide repairs for the Mitsubishi Electric City Multi Split Air-Conditioner and heat pump systems at the Historic Courthouse.

For the air conditioner and heat pump systems, the respondent shall:

- A. Provide information for units to cover the entire square footage of the Historic Courthouse.
- B. Be certified by Mitsubishi to install products.
- C. Guarantee that proposal shall not impede or nullify any warranty guarantee of the existing equipment.
- D. Provide a warranty that covers any repairs or replacement parts to the system.
- E. Visit the site before placing a bid.
- F. Replace 6 indoor fan coil units for Air Conditioner.
- G. Replace the condenser unit of two heat pumps with dry filter kits.
- H. Replace two filter dryer kits for the two existing outdoor units.
- I. Install isolation valves on each dryer unit
- J. Perform first filter replacement on dryer units.
- K. Send off burnt compressors to Mitsubishi for analysis.
- L. Include plaster and wood work / carpentry for all coil units in quote

To schedule a site visit call Dwight Gonzales at (479) 466-2817.

2. INSTRUCTIONS TO VENDORS

2.1 INTERPRETATION TO VENDOR

A prospective vendor, who is in doubt as to the meaning of any part of the Request for Proposal or any addenda thereto, may submit to the County Purchasing Office a **written request for interpretation**. Such requests must be received no later than April 12, 2017 and should be addressed or emailed to:

Washington County Purchasing
280 North College Ave, Suite 530
Fayetteville, AR 72701
purchasing@co.washington.ar.us

Any such interpretation will be made by written addenda. Washington County will not be responsible for any explanation or interpretation of proposed documents other than by such written addenda. Any addenda will be acknowledged in the proposal and will become a part of the Request for Proposal. Failure to acknowledge in the proposal all addenda issued may constitute grounds for rejection of that proposal.

2.2 PROPOSALS

The vendor's response to Washington County's Request for Proposal should include one set of copy ready originals and five (5) copies.

All proposals should be irrevocable for sixty (60) days after the time for proposal opening.

2.3 SIGNATURE ON PROPOSALS

Each proposal must be signed in ink and include the full business address of the vendor. Proposals signed by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

2.4 PROPOSAL - SUBMITTAL AND OPENING:

All proposals shall be sealed in opaque envelopes or packages that are clearly marked with the name of the company, address of the company, and Proposal number (RFP 2017-04) and addressed to:

Alisha Willett, Purchasing Office
280 North College Ave, Suite 530
Fayetteville, AR 72701

All proposals, whether mailed or hand delivered, must be received by the County at the above address no later than 4:00 PM, April 18, 2017. This shall be the official proposal closing date and time.

Method of delivery is at the sole discretion and risk of the vendor. Vendors mailing their proposals should allow sufficient time to insure receipt of their proposals by the time specified. **The vendor's response should include ONE (1) SET OF COPY READY ORIGINAL DOCUMENTS PLUS FOUR (4) COPIES.**

Proposals will be opened at 9:00 AM Tuesday, April 19, 2017 at 280 North College Ave, Suite 530, Fayetteville, Arkansas, 72701.

2.5 ERRORS IN PROPOSAL

Each vendor must carefully examine his proposal prior to submission. Failure to do so is at the vendor's risk. He is responsible for any errors therein. Claim of oversight is not a basis for allowing withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the vendor's initials and date.

2.6 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn any time prior to the time for the opening of proposals.

2.7 VENDOR CONTACTS AND PROPOSAL COSTS

The vendor shall supply Washington County with the name, address, and phone number of individual(s) to whom questions and inquiries regarding the proposal are to be directed.

2.7.1 Washington County is not liable for any cost incurred by vendor in the preparation of proposal. 01

2.8 RESPONSE MATERIAL OWNERSHIP

All material submitted in response to this Request for Proposal becomes property of Washington County.

2.9 EVALUATION OF PROPOSAL

Washington County will evaluate each proposal to determine which the lowest responsible proposal is taking into consideration all relevant facts including, without limitation, quality, time of performance, probability of performance, and location.

Washington County reserves the right to reproduce, all or part of any proposal received from vendors.

PROPOSALS WILL BE EVALUATED ACCORDING TO THE FOLLOWING CRITERIA:

2.9.1 Overall completeness, clarity and quality of the proposal with regard to the information required by the RFP, as well as compliance with the terms, conditions and other provisions within the RFP.

2.9.2 Overall ability of the vendor's proposal to completely satisfy Washington County's requirements and capabilities as set forth in the Request for Proposal.

2.9.3 All pricing information submitted in response to this RFP.

2.9.4 Vendor's previous background and experience relevant to the scope of this RFP.

2.10 ACCEPTANCE OR REJECTION OF PROPOSAL

Washington County reserves the right to waive informalities and to accept or reject any proposal submitted.

Each vendor must comply with the requirements contained in the Request for Proposal. Deviation from the requirements may result in rejection of a proposal.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey an indication that the proposed equipment was deficient.

2.11 NEGOTIATION OF PROPOSAL

The vendor is advised that under the terms of this RFP, Washington County reserves the right to conduct negotiations with the vendor that presents the one proposal determined lowest and most responsible by Washington County after initial review of the responses received to this RFP. If such negotiations are conducted, the following conditions shall apply.

- 2.11.1 Only the terms, conditions, and offers in the vendor's original proposal shall be subject to negotiations. The requirements of the RFP shall remain the same.
- 2.11.2 If Washington County is unable to negotiate to an acceptable conclusion, Washington County reserves the right to negotiate with the vendor determined by Washington County to have presented the second lowest and responsible proposal.
- 2.11.3 If multiple proposals are determined to be too close to justify negotiations with only one vendor, concurrent negotiations with more than one vendor may be held at Washington County's discretion. Vendors are cautioned that Washington County is under no obligation whatsoever to conduct negotiations with **any** or all vendors, and reserves the right to award a contract based upon the most responsible proposal received without modifications or clarifications.

2.12 CONTRACT REQUIREMENTS

Washington County reserves the right to award a contract in whole or in part on any proposal. Contracts will be awarded to those vendors whose proposals are determined to be the most advantageous to Washington County. Award of contract may be made without discussion after proposals are received. The contents of the proposal of the successful vendor will become contractual obligations in any ensuing contract.

No contract or agreement may contain an indemnification clause; if such as clause is present in any contract or agreement, such shall be deemed stricken and null and void.

Likewise, no contract or agreement may contain an arbitration clause; if such clause is present in any contract or agreement such shall be deemed stricken and null and void.

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.

2.13 EXECUTIVE PRESENTATION

Vendor presentation to Washington County is by invitation only. In the event a presentation is deemed necessary by Washington County, the vendors will be contacted to arrange a specific time to present their proposal. This shall be the only time vendors will present their proposal to Washington County; all other contact must be through the previously designated Washington County personnel. All costs associated with such a visit will be the responsibility of the vendor.

3. GENERAL CONDITIONS

3.1 BASIS FOR PROPOSAL

By submitting a proposal to Washington County, each vendor warrants to Washington County that he has familiarized himself with, and has assumed full responsibility for becoming familiar with the nature and extent of the Request for Proposal, work, locality, and with all local conditions, federal, state and local laws, ordinance, rules and regulations that may in any manner affect vendor's performance and represents that he has correlated his study and observations with the requirements of the Request for Proposal. Washington County

will assume no responsibility for any understanding or representations concerning conditions made by any of its employees or agents prior to the execution of the contract, unless included in the Request for Proposal, the specifications, by addendum, or related documents.

3.2 TAXES

Washington County is not exempt from state and local taxes.

4. STANDARD TERMS AND CONDITIONS

Listed below are Washington County's Standard Purchase Order Terms and Conditions which will be included as part of any contract as a result of this Request for Proposal. Any conditions duplicating or contrary to the terms stated in this section shall supersede and take precedence over said terms.

4.1 ACCEPTANCE

Acceptance of this Purchase Order, whether by written acknowledgment or by performance by Vendor, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on the Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Vendor.

4.2 CANCELLATION

Buyer reserves the right to cancel all or any part of the undelivered portion of this Purchase Order if Vendor does not make deliveries specified, time being of the essence of this contract, or if Vendor breaches any of the terms hereof, including without limitation, the warranties of Vendor. Partial shipments must be identified as such on shipping memoranda and invoices.

4.3 DECLINE IN PRICES

Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline for items ordered, Vendor may elect to meet price reductions of other vendors or its own lower prices to other purchasers, but if Vendor should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.

4.4 FORCE MAJEURE

Vendor shall not be liable for any delay or failure to deliver any or all of the goods covered by this Purchase Order in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm, or any act of God, failure of crops or supplies, delays of common carriers, embargoes, or other causes beyond Buyer's control if they render it impracticable for Buyer to receive or use the goods on a timely basis. Where only a part of Vendor's capacity to perform is excused under this paragraph, Vendor must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Vendor or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Vendor shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Vendor is unable to deliver or Buyer is unable to receive or use because of any of the aforementioned causes. No goods are to be tendered by Vendor after the expiration of the terms specified in this Purchase Order without consent of Buyer.

4.5 ASSIGNMENT

Neither party shall assign or transfer this Purchase Order without the written consent of the other.

4.6 INDEMNITY

Vendor warrants that goods furnished under this Purchase Order do not infringe any patent, trademark, or trade name, or copyright and agrees to indemnify and save harmless Buyer or its vendees from any and all claims, suits, liabilities, damages, losses, or expenses incurred by Buyer or its vendees by reason of any alleged infringement of any such rights.

Vendor shall indemnify and hold harmless Washington County and its agents and employees from and against

all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, caused in whole or in part by any act or omission of Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against Washington County or any of its agents or employees by any employee of Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor or any Subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

4.7 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

By acceptance hereof, Vendor warrants:

(c) that Vendor will comply with all applicable laws, rules, and regulations of federal, state, and local governments and agencies, thereof, including Executive Orders 11246, 11701, and Section 503 of Public Law 93-112 (The Rehabilitation Act of 1973), which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Act, and the regulations issued thereunder.

4.8 INSOLVENCY

If Vendor shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Vendor's property or business, the Purchase Order may be canceled at Buyer's option without liability.

4.9 TAXES

Vendor agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.

4.10 PURCHASE ORDER

This Purchase Order shall be governed by the laws of the State of Arkansas.

5. PROPOSAL ORGANIZATION

Each vendor's proposal should include a copy ready original along with five (4) copies marked as follows:
RFP 2017-04 HISTORIC COURTHOUSE HVAC

Provide straight forward and concise explanations, and capabilities, placing emphasis on the completeness and clarity of content. Respond to all questions and requested information within this Request for Proposal. Your response should refer to the actual question or request (use the location identifiers present in the Request for Proposal). These acknowledgments should be included on the Response Sheet. Proposals must be valid for no less than sixty (60) days following the proposal opening. There is no intent to limit the content of any proposal, therefore, any additional information deemed necessary to present a better understanding of the proposal will be accepted.

6. PROPOSAL RESPONSE REQUIREMENTS

6.1 PRICE SCHEDULE

Vendor must submit an itemized pricing schedule for each proposal.

6.1.1 Cost of optional features, if any, available to Washington County or necessary to meet Washington County's requirements.

6.2 TIME SCHEDULE

- 6.2.1 RFP's posted on County website and legal notice published, April 9, 2017
- 6.2.2 RFP's requests for interpretations to be submitted by 2:00PM on April 12, 2017
- 6.2.3 RFP's BID due at 4:00 PM, Monday, April 18, 2017
- 6.2.4 RFP's BID opened at 9:00 AM, Tuesday April 19, 2017

7. VENDOR AUTHORIZATION & BID TOTAL

TO:

WASHINGTON COUNTY, ARKANSAS

The total bid price, vendor's name, signature and title of an authorized agent of the vendor duly empowered to enter into and make binding agreements on vendor's behalf are executed below.

Site Visit Date: _____

Warranty Rate: _____

Total Bid for Materials: _____

Total Bid for Labor: _____

Total Bid for Taxes: _____

Total Project Bid: _____

Days to Complete Job: _____

Firm Name: _____

Firm Address: _____

Telephone: _____

Signature: _____ Date: _____

Name: _____ Title: _____

(Print authorized name agent or sales representative)