

WASHINGTON COUNTY ARKANSAS

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



INVITATION TO BID

DUE: 3:00PM – November 13, 2018

Sealed bids must be clearly marked on the outside of the package with: **“RFP 2018-10 Asphalt Overlay Construction”**

PROPOSALS WILL BE OPENED NOVEMBER 13, 2018 @ 4:00 PM

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

RFP 2018-10 ASPHALT OVERLAY CONSTRUCTION

GENERAL SPECIFICATIONS: Washington County is requesting proposals, from qualified vendor, to complete overlays on approximately 27,130 linear feet of existing asphalt surfaces.

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

Each respondent is required to fill in every blank and shall supply 100% of all of the information requested within each section; failure to do so may be used as a basis of rejection.

INFORMATION: For additional information, email 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 RFP IN A SEALED ENVELOPE LABELED “RFP 2018-10 ASPHALT OVERLAY CONSTRUCTION”

It is solely and strictly the responsibility of the respondent 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. The 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.

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: _____

Printed Name: _____

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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 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. Other than designated brands and / or models approved as equal to designated products shall receive equal consideration.
6. 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.
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. Washington County reserves the right to award a bid/proposal by individual line item(s), group, or all or none).
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. 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.
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 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.
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 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.
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 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:

- **Bid Bond** issued by a surety licensed to conduct business in the State of Arkansas
- **Certified Check**
- **Cashier's Check**
- **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.

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 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.

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 vendor'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 will consider entering a multi-year contract, not to exceed seven years.

5.3 The Contract may be terminated by the Washington County by giving the other party not less than thirty (30) days written notice of intent to terminate as of the date specified.

5.4 The Contract will not be assignable without prior written consent of both parties. An attempted assignment without such consent shall be void and of no effect.

5.5 Vendor shall perform according to all of the terms and conditions stated herein, and according to the highest standards and commercial practices. Instances of poor performance, by the vendor, will be documented and submitted to the vendor for immediate review and corrective action.

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. 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. In as much as time is of the essence bidders are advised that contract award will be made to the bidder(s) with:

9.1 The lowest responsible and responsive bid and,

9.2 The compliance with specifications.

9.3 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.

9.4 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. NON-APPROPRIATION CLAUSE

Notwithstanding anything contained in this Agreement to the contrary, if the Washington County Quorum Court fails to appropriate funds for subsequent period within the term of this Agreement, the County shall not be obligated to

make payments beyond the then current fiscal appropriations period provided that Company shall have received a written notification of the occurrence of the following events:

- A. Funds are not appropriated for a subsequent period during the Term of this Agreement for the acquisition of services and functions which, in whole or in part, are essentially the same services and functions for the performance of which the services and functions were purchased;
- B. County has exhausted all funds legally available for all payments due under this Agreement; and
- C. Such non-appropriation did not result from any act or failure to act of County.

Then, Company's only remedy shall be to terminate this Agreement at the end of the period which notice is given and take possession of any equipment owned by the Company. Company shall be entitled, however, to any payments and other payments due and owing during any previous period.

11. TIME SCHEDULE

- 11.1 BID posted on County website and legal notice published, November 2, 2018
- 11.2 BID requests for interpretations to be submitted by 2:00PM on November 6, 2018
- 11.3 BID due at 3:00 PM, Tuesday, November 13, 2018
- 11.4 BID opened at 4:00 PM, Tuesday, November 13, 2018

12. GENERAL SPECIFICATIONS & QUALIFICATIONS

In an attempt to increase productivity and expedite road improvements, Washington County is seeking proposals, from qualified vendors, to complete overlays on existing asphalt surfaces. The County will consider providing asphalt materials for the proposed project.

12.1 The vendor shall:

- A. Submit prices including and excluding asphalt materials, fee, and labor.
- B. Include prices for a 2 inch thick asphalt overlay, to be added and evenly poured, on top of the existing asphalt layer.
- C. Complete all work to meet the requirements of the applicable sections of the Arkansas Department of Transportation (ArDOT) Standard Specifications for Highway Construction's, latest edition.
- D. Provide prices for asphalt that meets the standard specifications, of the design and quality control for type 2 Marshall Mix design (non-super pave mix).
- E. Be responsible for all traffic control and safety, in accordance with ArDOT rules and regulations, during the project. Any needed signage or flaggers shall be provided by the vendor.
- F. See the attached plan details for the 21 foot and 24 foot wide improvements
 - i. Driveways shall be overlaid in accordance with the plan's Typical Private Entrance Detail
 - ii. County road turnouts shall be overlaid in accordance with the plan's County Road Turnouts Detail.
- G. Review the packet, in its entirety, including the attached plans, before submitting a response.

12.2 Scope of Work by Road:

- A. South Klenc Rd-
 - i. Width- 24 foot wide overlay
 - ii. Length- Approximately 13,130 linear feet will be overlaid
 - iii. General Location- beginning in Tontitown, at Highway 412 West intersection until the intersection at Arbor Acres Rd.
- B. Ervin Beeks Rd (County Road 624)-
 - i. Width- 21 foot wide overlay
 - ii. Length- Approximately 9250 linear feet will be overlaid
 - iii. General Location- beginning in Prairie Grove, on Bethel Blacktop Road (County Road 62) until the intersection with Little Elm Road (County Road 19)
 - iv. Contractor will be responsible to do the final setup of SB2 base course (Class 7 Aggregate) before laying asphalt surface.

- C. Rocky Creek Rd (County Road 1191)-
 - i. Width- 21 foot wide overlay
 - ii. Length- Approximately 4750 linear feet will be overlaid
 - iii. General Location- beginning in Fayetteville, at East Black Oak Road (County Road 57) until the end of county maintenance.
 - iv. Contractor will be responsible to do the final setup of SB2 base course (Class 7 Aggregate) before laying asphalt surface.

13. BID PRICING & ITEM LIST

Utilizing the below format, submit the costs for this proposal in a numeric format.

A. South Klenc Rd

- i. Number of days needed to complete the project _____
- ii. Flat rate material fee for asphalt: \$ _____ .
- iii. Cost and fees for delivery and invoicing of asphalt (exclude Aii.): \$ _____ .
- iv. Total proposed price for labor and project completion (exclude Aii. & Aiii.) \$ _____ .
- v. Total proposed price including all labor, fees, and materials: \$ _____ .

B. Ervin Beeks Rd

- i. Number of days needed to complete the project _____
- ii. Flat rate material fee for asphalt: \$ _____ .
- iii. Cost and fees for delivery and invoicing of asphalt (exclude Bii.): \$ _____ .
- iv. Total proposed price for labor and project completion (exclude Bii. & Biii.) \$ _____ .
- v. Total proposed price including all labor, fees, and materials: \$ _____ .

C. Rocky Creek Rd

- i. Number of days needed to complete the project _____
- ii. Flat rate material fee for asphalt: \$ _____ .
- iii. Cost and fees for delivery and invoicing of asphalt (exclude Cii.): \$ _____ .
- iv. Total proposed price for labor and project completion (exclude Cii. & Ciii.) \$ _____ .
- v. Total proposed price including all labor, fees, and materials: \$ _____ .

14. FIRM/INDIVIDUAL EXPERIENCE

14.1. Include a short (one to three pages) Transmittal Letter that shall include:

- A. A Summary of why the Respondent believes itself to be the most qualified.
- B. A statement indicating that to the best of the Respondent's abilities, all information contained in the RFP submittal is complete and accurate.
- C. Any additional information, statement of work, or project details.

14.2. Fill in the requested information below:

The County is authorized to contact all references included in this packet Yes No

I have read this proposal in its entirety, requested any needed clarifications, and have an understanding of this solicitation. Yes No

Projected available start date: _____

Total number of days needed to complete all projects: _____

Number of Asphalt Delivery Trucks Available: _____

Historic record / average number of days, to complete a project, of similar magnitude: _____

Total Number of Employees: _____

Number of Employees Available for Assignment to this Proposal: _____

Number of Years in Business: _____

Provide nine business and / or government references from past job experience:

Reference 1	Reference 2	Reference 3
Name	Name	Name
Address	Address	Address
City, State Zip	City, State Zip	City, State Zip
Phone	Phone	Phone
Email	Email	Email

Reference 4	Reference 5	Reference 6
Name	Name	Name
Address	Address	Address
City, State Zip	City, State Zip	City, State Zip

16. BID CHECK-OFF LIST

Proposal Signed

Bid Security Included

Proof of Insurance Included

All Exceptions Listed on a Separate Document

All Information is Filled in the Blanks (terms such as negotiable, or case by case will not be accepted)

Sample Copy of Contract, If applicable

Four Copies of the Completed Proposal