

WASHINGTON COUNTY ARKANSAS

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



INVITATION TO BID

DUE: 4:00 PM – June 15, 2018

Sealed Bids must be clearly marked on the outside of the package with: **“RFP 2018-03 Dump Trucks & Drivers”**

BIDS WILL BE OPENED JUNE 18, 2018 @ 9:00 AM

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

RFP 2018-03 DUMP TRUCKS & DRIVERS FOR ROAD DEPARTMENT

GENERAL SPECIFICATIONS: Washington County Road Department is soliciting a service to provide dump trucks and drivers for delivery of materials to County jobsites.

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. All bidder quotes must be guaranteed at a fixed price for 6 months.
3. Washington County reserves the right to hire more than one service provider.

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 BID IN A SEALED ENVELOPE LABELED “RFP 2018-03 DUMP TRUCKS & DRIVERS FOR ROAD”.

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: _____

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 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. The Purchasing Division reserves the right to award items, all or none, or 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. 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 bid/proposal 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:

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.

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 term of the contract shall be one year from date of award,

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

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

9.1 The lowest responsible and responsive bid and,

9.2 The compliance with specifications.

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.

9.3 The County will issue a primary and backup bid award for these services. The backup bid will award be issued to the next lowest responsible and responsive bid in compliance with all of the packet terms and conditions.

9.4 The backup bidder shall reserve the right to approve or reject the backup bidders terms and price of the awarded bidder. If the backup bidder rejects the terms, the County will allow the third lowest respondent the opportunity to approve or reject and so on etc.

10. TIME SCHEDULE

- 10.1 BID posted on County website and legal notice published, May 27, 2018
- 10.2 BID requests for interpretations to be submitted by 2:00PM on June 5, 2018
- 10.3 BID due at 4:00 PM, Friday, June 15, 2018
- 10.4 BID opened at 9:00 AM, Monday, June 18, 2018

11. THE RIGHT OF FIRST REFUSAL

Whereas the County intends to construct several miles of new roads this season, it will be necessary to continue the advancement of road projects. Dump trucks and drivers may be needed with only a two day notice. In order to assure success during the season, a backup bidder will be awarded. The backup bidder will agree to the same price and terms of the lowest responsible and responsive awarded bidder. The primary awarded bidder shall have the right of first refusal. All County projects requiring dump trucks and drivers will be offered to the primary awarded bidder. In the event that the primary awarded bidder is does not have the ability to provide the services within the two day notice, the primary awarded bidder will then officially refuse the services for that specific projected date only. With the written (any format) refusal by the primary awarded company, the County will proceed with the request for services from the backup bidder.

12. GENERAL SPECIFICATIONS & QUALIFICATIONS

In an attempt to increase productivity and expedite Washington County road improvements during peak months, the County is soliciting a service to provide dump trucks and drivers for delivery of County materials to County jobsites.

Below is the list of required qualifications for respondents:

- Service shall provide drivers with a Commercial Driver's License to operate dump trucks
- Drivers shall deliver various County road materials such as gravel, rock, dirt etc. to local jobsites.
- Respondent must be within 100 miles of the delivery location in Washington County.
- Delivery hours are Monday – Friday, 6:00AM-4:00PM
- Service must be provided within two days of notice.
- Service shall provide cubic yard capacity and axle type of truck.
- Service shall provide hourly rate per axle.

Washington County will provide:

- A minimum two day notice for a response from the delivery date.
- Excavation materials needed for these road jobsites.

Proposals will be received at the Purchasing office, Suite 530, 280 N. College Avenue, Fayetteville, AR 72701 by Friday, May 11, 2018 at 4:00 PM. A nonresponsive or incomplete qualification statement will not be considered.

The County welcomes any questions regarding this solicitation. Questions should be addressed in writing to Washington County Purchasing, via e-mail at purchasing@co.washington.ar.us. The deadline for submitting written questions is 2:00PM on May 7, 2018. All questions will be answered in the form of an addendum available on the County website.

13. BID PRICING & ITEM LIST

Tri-Axle Hourly Rate: \$ _____ . *Response shall be numeric. Terms such as "negotiable" and "by case" will be deemed nonresponsive*

Maximum Cubic yard capacity for Tri-Axle: _____

Quad-Axle Hourly Rate: \$ _____ . *Response shall be numeric. Terms such as "negotiable" and "by case" will be deemed nonresponsive*

Maximum Cubic yard capacity for Quad-Axle: _____

End Dump Trailer Hourly Rate: \$ _____ . *Response shall be numeric. Terms such as "negotiable" and "by case" will be deemed nonresponsive*

Maximum Cubic yard capacity for Trailer: _____

15. EVALUATION FACTORS

The evaluation criteria will have the following relative weighting given each item.

- 30 Points (1) Specialized experience and technical competence of the firm with respect to the type of professional services required;
- 25 Points (2) Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project;
- 25 Points (3) Past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines; and
- 20 Points (4) Firm's proximity to and familiarity with the area in which the project is located.

16. BID CHECK-OFF LIST

- Bid Signed
- Bid Security Included
- Proof of Insurance Included
- All Information is filled in the blanks
- Four Copies of the Completed Bid