

WASHINGTON COUNTY ARKANSAS

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



INVITATION TO BID

DUE: 4:00PM – February 4, 2019
Sealed bids must be clearly marked on
the outside of the package with:
“BID 2019-06 Batteries for Road”

PROPOSALS WILL BE OPENED FEBRUARY 5, 2019 @ 10:30 AM

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

BID 2019-06 BATTERIES FOR ROAD DEPARTMENT

GENERAL SPECIFICATIONS: Washington County is soliciting bids for purchase of batteries in Washington County. All bids shall include complete descriptive literature should be submitted with bid documents or the bid may be rejected.

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.

FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR RFQ IN A SEALED ENVELOPE LABELED “BID 2019-06 BATTERIES FOR ROAD”.

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

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. 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 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. Make Bid Security payable to Washington County, Arkansas in the amount equal to five percent (5%) of \$20,000. 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 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 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.

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. TIME SCHEDULE

10.1 BID posted on County website and legal notice published, January 13, 2019

10.2 BID requests for interpretations to be submitted by 2:00PM on January 28, 2019

10.3 BID due at 4:00 PM, Monday February 4, 2019

10.4 BID opened at 10:30 AM, Tuesday, February 5, 2019

11. GENERAL SPECIFICATIONS & QUALIFICATIONS

11.1 Complete descriptive literature should be submitted with bid documents or the bid may be rejected.

11.2 Bidder shall be authorized to legally dispose of used battery cores, and able to submit proof of same if requested.

11.3 Waste batteries to be picked up monthly and any applicable credit on warranty issued at time of pickup.

- 11.4 Warranty must be valid for (3) three full years on all batteries unless otherwise indicated by a (5) five year warranty regardless of awarding of successive bids. In the event bidder is not awarded bid in successive years, bidder agrees to warranty refund or credit to account, at Washington County's option.
- 11.5 Bid price shall be F.O.B. Washington County Road Department, 2615 South Brink Dr., Fayetteville, Arkansas, 72701.
- 11.6 Bidder will provide list with number of plates and cranking performance amps at 0° F.
- 11.7 Sales tax not to be added to bid prices reference Item 2, page two (3).

12. BID PRICING & ITEM LIST

	TOP POST 24-72	GRP 34 TOP POST	TOP POST 31-4 MINIMUM 1000	TOP STUD 31-4 MINIMUM 1000	TOP POST 27-72	65-6 656L TOP POST	4D2 4D TOP POST	8D2 8D TOP POST
PART #								
PLATES								
CCA IF								
WARRANTY								
WARRANTY RATE								
PRICE	\$	\$	\$	\$	\$	\$	\$	\$

	4DLTV 4DLT Top Post	GRP 48 Top Post	GRP 58 Top Post	GRP 78 Top Post	GRP 94R TOP POST	T105 6V DEEP- CYCLE Top Post	U1LH Top Post	GRP 75 DUAL TERMINAL
PART #								
PLATES								
CCA IF								
WARRANTY								
WARRANTY RATE								
PRICE	\$	\$	\$	\$	\$	\$	\$	\$

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