

WASHINGTON COUNTY ARKANSAS

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



INVITATION TO BID

DUE: 11:00AM – September 3, 2019

Sealed bids must be clearly marked on the outside of the package with: **“RFP 2019-06 Development Services for Patriot Park”**

PROPOSALS WILL BE OPENED SEPTEMBER 3 2019 @ 2:00 PM

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

RFP 2019-06 DEVELOPMENT SERVICES FOR PATRIOT PARK

GENERAL SPECIFICATIONS: The Washington County Buildings & Grounds Department is soliciting proposals, from firms or individuals, for the development of Patriot Park, a veterans housing complex and service center.

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

- 1. Bidders must quote 100% of all items within each category; and
- 2. Bidders must 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 RFP IN A SEALED ENVELOPE LABELED “RFP 2019-06 DEVELOPMENT SERVICES FOR PATRIOT PARK”

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 bidder to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. Bidders 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. The 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 bidder 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. 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.

2. 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.

3. 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.

4. CONTRACT

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

4.2 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.

5. 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.

6. 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).

7. 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.

8. 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.

8.1 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

8.2 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.

9. TIME SCHEDULE

- 9.1. RFP posted on County website and legal notice published, August 23, 2019
- 9.2. RFP pre-bid meeting will be held at 10:00 AM, Wednesday, August 28, 2019 starting at the Washington County 5th Floor Conference Room
- 9.3. RFP requests for interpretations to be submitted by 1:00PM on Wednesday, August 28, 2019
- 9.4. RFP due at 11:00 AM, Tuesday, September 3, 2019
- 9.5. RFP opened at 2:00 PM, Tuesday, September 3, 2019

10. GENERAL SPECIFICATIONS & QUALIFICATIONS

In an effort to better facilitate veterans' needs and generate revenue, Washington County is requests statements of qualifications from individuals or firms licensed in the State of Arkansas, which are interested in providing project management services. Project development services include planning, constructing, and managing a multi-unit apartment complex, at Patriot Park, that will provide services and housing to veterans. See the attached survey plat for location and description of property.

10.1 Scope of Services:

- A. Provide complex/apartment plans, that provide for maximum occupancy, on parcel number 765-04658-000, for Veterans Housing and the Office Complex for Veterans Services;
- B. Apartments shall have a minimum of 20% low income housing and all units shall be handicap accessible;
- C. Provide architectural and engineering plans for the project;
- D. Secure all permits and legal requirements from the City of Fayetteville, Washington County, State of Arkansas, and Federal Government to ensure lawful compliance during all phases of the for the construction and operation of the project;

- E. Provide procurement, construction management, construction, construction inspection by third party inspectors, and quality control services for the turnkey project;
- F. Assist in completing all grants related to the funding of the project;
- G. Provide complete financing for the project; and
- H. Provide complete management services for the project for a minimum period of 20 years.

10.2 The Bidder Shall:

- A. Carefully review the entire solicitation, including the attachment;
- B. Request any necessary clarifications before the deadline and response to this solicitation;
- C. Include required prices listed in Section 12;
- D. Acknowledge requests made by the County and respond in a timely manner; and
- E. Complete the proposed project in an exemplary manner.

11. BID PRICING & ITEM LIST

Projected maximum number of apartments: _____

Projected number of calendar days needed to complete the project: _____

Total Project Bid:	\$ _____
Total Grants Amount:	\$ _____
Total Finance Amount:	\$ _____
Yearly Management and Maintenance Fees:	\$ _____
Estimated Yearly Revenue to Washington County:	\$ _____

12. FIRM/INDIVIDUAL EXPERIENCE

12.1 Include a short (one to three pages) transmittal letter or summary why the bidder believes he/she is the most qualified to complete the proposal.

12.2 Resumes

Include a brief (No more than 10 pages) overview of firm/individual experience that shall include:

- A. Internal resources (i.e. staff, support staff)
- B. Names of the principal officers of the firm;
- C. Key Professionals: Identify the key members of your team that would be involved in the project and describe their area of expertise and what role they will perform.
- D. Resumes: Provide resumes of any person identified as a key professional. The resumes should contain the following:
 - 1. Name
 - 2. Professional registrations
 - 3. Educational background.
 - 4. Employment history.
 - 5. Proposed role in the Project.
 - 6. Other information you believe to be relevant.
- E. Respondent Contact Information: Provide the following information about the person who is designated to be the Respondent's key contact with the County:
 - 1. Name

- 2. Title
- 3. Office phone number
- 4. E-Mail address

F. Describe the firm's experience, any areas of specialty, and proposed method for performing the work.
 G. Please fill in the requested information below:

12.3 Fill in all of the requested information below:

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

Can meet all of the qualifications and requirements, of this proposal, in its entirety: Yes No

The County is authorized to contact any references or previous client of the bidder. Yes No

Bidder was present for the pre-bid meeting / site visit: Yes No

Total Number of Employees: _____

Number of Employees Available for Assignment to this Proposal: _____

Do you have past experience, for similar projects: Yes No

If yes answer the following:

How many similar projects have been completed: _____

List the Name of one Client, Government, or Business Entity: _____

List the Name of the Project Manager or Point of Contact: _____

Phone Number: () - _____

Email: _____

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

- 35 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
- 5 Points (4) Firm's proximity to and familiarity with the area in which the project is located.

14. BID CHECK-OFF LIST

Bid Signed

Proof of Insurance Included

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

All Addendums Acknowledged

Four Copies of the Completed Bid