WASHINGTON COUNTY ARKANSAS
ATTN: Jessica Paschal
280 N College Ave, Suite 530
Fayetteville, AR 72701

INVITATION TO BID
DUE: 4:00 PM, May 6, 2024
Sealed bids must be clearly marked on the outside of the package with:
"RFP 2024-02 Roofing Services for Cooperative Extension"

PROPOSALS WILL BE OPENED TUESDAY, MAY 7 @ 9:00 AM
LOCATION: WASHINGTON COUNTY COURTHOUSE
280 N. COLLEGE AVE, SUITE 530, FAYETTEVILLE, AR 72701

RFP 2024-02 ROOFING SERVICES FOR COOPERATIVE EXTENSION

GENERAL SPECIFICATIONS: The Washington County Building & Grounds Office is requesting proposals ("Proposal") from qualified contractor to replace metal roof with architectural asphalt shingled roof at the Washington County Cooperative Extension building located at 2536 N. McConnell Drive. Fayetteville, AR 72701.

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@washingtoncountyar.gov. 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 2024-02 ROOFING SERVICES FOR COOPERATIVE EXTENSION".
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 BIDS/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: _____

INDEX

Bid Cover Sheet……. Page 1

Terms & Standard Conditions……..……... Page 3

1. Affirmative Action & Equal Employment…….…… Page 4
2. Insurance……..…….. Page 4
3. Restriction of Boycott of Israel……..……..……..Page 4
4. Contract……...…… Page 4
5. Submission of Bids……. Page 5
6. Exceptions……...……..... Page 5
7. Notice to Bidders……...…..... Page 5
8. Award of Contract……...…...… Page 5
9. Timeline Schedule…….…… Page 5
10. Purpose & Introduction ……..... Page 5
11. Proposal Price, Item List & Schedule……...…..Page 7
12. Firm / Individual Experience …… Page 8
13. Evaluation Factors……..… Page 9
14. Bid Check-Off List……..……..… Page 9

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. 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.
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 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.
5. 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.
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 Department reserves the right to award items in whole or in part 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 bid/proposal, 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 parole evidence unless such modifying term, conditions or covenants are in writing and are signed by the bidder and the agent of Washington County.
12. 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.
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 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.
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 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.
16. 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.
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. 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 that 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 The budget approval of the contract shall be annually in accordance with A.C.A § 14-20-106,
4.3 The County may consider entering a multi-year contract, not to exceed seven years.
4.4 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 shall 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 they be in doubt as to the meaning or intent of any part thereof, the bidder must, no later than 2:00PM on Monday, April 29, 2024 request clarification from the County. Written requested maybe emailed to purchasing@washingtoncountyar.gov. 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/Proposal. **Exceptions or deviations to any of the terms and conditions must not be added to the Request for Bid/Proposal 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 proposal 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 proposal 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 on Monday, April 22, 2024.
9.2 RFP request for clarifications to be submitted by 2:00 PM on Monday, April 29, 2024.
9.3 RFP due at 4:00 PM, Monday, May 6, 2024.
9.4 RFP opened at 9:00 AM, Tuesday May 7, 2024.

10. PURPOSE & INTRODUCTION

The Washington County Building & Grounds Office is requesting proposals (“Proposal”) from qualified contractor to replace metal roofing with architectural asphalt shingled roof at the Washington County Cooperative Extension building located at 2536 N. McConnell Dr. Fayetteville, AR 72701.

The qualified firms or individuals proposal must be organized in the following sequence. Respond to all questions and requested information within the Request for Proposal. Responses to those articles which require further explanation must reference the corresponding section and item number.

Item 1: Proposal Packet with Requested Information and Signature
Item 2: Proposal Specifications
Item 3: Proposal Summary Sheet

Each vendor’s proposal should be submitted along with four (4) copies marked as follows:

"RFP 2024-02 ROOFING SERVICES FOR COOPERATIVE EXTENSION.”

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 acknowledgements should be included on the "Response Sheet". Proposals must be valid for no less than sixty (60) days following the proposal opening.

Proposals should be prepared simply and economically (1 original, and 4 copies). 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.

10.1 SPECIFICATIONS

WORK
The term “Work” includes all labor, materials, equipment and services required of the CONTRACTOR, as shown, described or inferred in the Contract Documents.
The CONTRACTOR is only to use its own forces and/or OWNER/CONSTRUCTION MANAGER approved sub-trades to undertake the Work.

WORK, LICENSES, PERMITS AND INSPECTIONS
The CONTRACTOR agrees to do all work in accordance with the plans, specifications, and performance standards and in accordance
with good building practice, any and all civic, municipal, provincial and federal laws and codes pertaining thereto and to the satisfaction of the OWNER. The CONTRACTOR further agrees to obtain all licenses required in connection with his work and to inform the site superintendent of the date and time work will be ready for inspection as well as nature of the inspection.

LIABILITY INSURANCE
The CONTRACTOR shall provide and maintain, at his expense, a minimum of $2,000,000 general liability insurance against claims made for damages for personal injury or property damage by reason of anything done or not done by the CONTRACTOR, its employees or agents, in connection with the performance of this Agreement. Proof that the OWNER and the CONSTRUCTION MANAGER are named insured is required upon successful awarding of the contract.

GENERAL SITE MAINTENANCE

- All nails and debris shall be cleaned up by a magnet throughout the entire premises daily and upon completion of the project.
- The CONTRACTOR shall clean up, remove, and dispose of all debris associated with this work to the bin provided by the
- Contractor. Maintain cleanliness of the property at all times.
- All work, including start-up of equipment, is to be performed during regular working hours.
- The CONTRACTOR is responsible for protecting the work of other trades from any damage caused by his own work forces;
- The CONTRACTOR shall be responsible for the repair and/or replacement of any protected trees damaged by his own work forces.
- The CONTRACTOR shall be responsible for safety compliance and enforcement as it relates to this scope of work.

RESPONSIBILITIES

- The Contractor is responsible to familiarize himself with the site and point out any potential problems before starting the job.
- The awarding of this Contract shall be based on the assurance that adequate, qualified manpower will be provided to carry out this scope of work, and work will be commenced and completed as per the Project Schedule, as revised from time to time by the CONSTRUCTION MANAGER.
- Provide all necessary equipment and flagging personnel required for off-loading handling and distribution of the CONTRACTOR’s materials.

- Provide additional labor, including safety personnel, for overtime and Saturday work as required from time to time to comply with
- Project Schedule at no additional cost to the OWNER.
- Provide all necessary temporary facilities necessary to carry out this work. Obtain permission from the CONSTRUCTION MANAGER prior to locating any temporary facilities on site. Erection of any sign on the site by the CONTRACTOR or its Sub -Contractors is not allowed without permission from the OWNER and CONSTRUCTION MANAGER.
- Cooperate with other trades to ensure a smooth and safe flow of work. Provide a plan detailing sequencing of work to the CONSTRUCTION MANAGER.
- Comply with all requirements for safety procedures, reports, and meetings in accordance with applicable regulations, bylaws, and safety programs.
- The CONTRACTOR agrees that the OWNER is not responsible for fire, theft, loss and/or vandalism of any of the CONTRACTOR's tools, equipment, materials, supplies and/or work in progress.

10.2 ROOFING REQUIREMENTS

- To supply all labor, materials, supervision and equipment for the complete re-roofing of the Washington County Cooperative Extension.
- All work shall be performed in accordance with contract documents, specifications and drawings, and all relevant codes, regulations and requirements as deemed necessary by Washington County Arkansas
- CONTRACTOR confirms that they are an expert in this field of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations, codes and municipal requirements and the CONTRACTOR further acknowledges that the OWNER is relying on this expertise.
- Work shall include, but shall not necessarily be limited to, the following:
    - The CONTRACTOR shall provide labor and materials by unit for tear off old metal roofing material and dispose of old roof.
    - The CONTRACTOR shall include a unit price for labor and material $/ 4x8 sheet to replace all damaged decking material with industry accepted decking material.
    - The CONTRACTOR shall supply and install new synthetic underlayment and 30yr architectural shingles.
    - The CONTRACTOR shall supply and install all required roof vents.
    - The CONTRACTOR shall supply and install all required metal flashings to all perimeter edges, up-stands, 6" residential gutter, 3 x 4 down spouts, and all other roof locations as may be required.
    - The CONTRACTOR shall supply a regular clean up and place all roof related debris in a CONTRACTOR supplied on-site container;
    - The roof system as identified in the scope will carry a five year labor guarantee and a manufacturers' 30 year warranty
    - The CONTRACTOR shall verify nailing/spacing of roof sheathing or strapping, and shall report deficiencies to site manager.
    - The CONTRACTOR shall load all material onto roofs in such a pattern that will ensure uniform distribution of weight on the roof framing;
    - The CONTRACTOR shall install all roofing in accordance with all building codes and manufacturer's recommended specifications.
    - The CONTRACTOR shall provide a telephone number and contact for 24 hour emergency service. If, after consulting with
    - Washington County, it is identified as an emergency situation, then service shall be provided within 6 hours anytime of the day or night.
    - The CONTRACTOR's quotation shall form part of the Roofing contract, as a reference only. Should there be any conflict between the terms and conditions of the contract and the CONTRACTOR's quotation, the contract terms and conditions shall apply.
    - The CONTRACTOR shall quote replacement metal for three flat areas over porches.

11. PROPOSAL SUMMARY SHEET

All cost of the RFP must be included in this section. Any optional features/prices offered must be submitted as a part of Applicants proposal in order to be considered.

Vendor must submit a line item pricing schedule for each proposal. This pricing schedule should include the cost of any "optional features", if any, available to Washington County, or pricing necessary to meet Washington County's requirements.

12. CONTRACTOR EXPERIENCE

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 clients:	Yes	No

Total Number of Employees: _____

Number of Employees Available for Assignment to this Proposal: _____

Number of Years in Business: _____

Do you have past experience providing these services, of similar capacity, to a government or business entity: Yes No

If yes answer the following:

a. How many years of experience: _____

b. Name Government /Business Entity of Reference: _____

c. Primary Point of Contact with Reference: _____

d. Phone Number: ( ) -

e. Email: _____

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

Number of Home & Branch Offices: _____

List all Home Office and Branch Location Addresses:

Type of organization: Individual or Sole Proprietorship Professional Corporation

Partnership Joint Venture Other: _____

13. 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;
30 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;
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/PROPOSAL CHECK-OFF LIST

☐ Bid/Proposal 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

☐ 1 Original & 4 Copies of the Completed Proposal Included