Benton County, Arkansas
County Properties Office
215 East Central, Room 305
Phone: 479-271-5772
Email: mike.crandall@bentoncountyar.gov

RFB/RFP (Request for Bid/Request for Proposal): Asphalt material for the Benton County Road Department (3 month bid) (3rd Quarter)
Deadline: *July 5, 2013 @ 2:00 PM*, Local Time
Delivery Location: Benton County Administration Building, Room 305, 215 East Central, Bentonville, Arkansas 72712
Date of Issue and Advertisement: June 21, 2013

Request for Bid/Request for Proposal

Asphalt Material

For the Benton County Road Department in Benton County, Arkansas. This invitation is for a 3 month period.

RFB's/RFP's shall be submitted in sealed envelopes labeled: Asphalt material Bid #3 with the name and address of the Proposer.

RFB's/RFP's shall be submitted in accordance with the attached Benton County specifications and RFB/RFP documents attached hereto. Each Bidder/Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish and deliver the articles or services as specified, at the prices and terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of the offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Bidder/Proposer and County Judge.

Name of Firm:_____

Contact Person:_____ Title:_____

Email:_____ Phone:_____

Business Address:_____

City:_____ State:_____ Zip code:_____

Signature:_____ Date:_____

Benton County, Arkansas

RFB/RFP: 2013 Asphalt material #3
Advertisement

Benton County, Arkansas is requesting Bids/Proposals for: Asphalt material for the Benton County Road Department. (3 month bid)

To be considered, Bids/Proposals must be received at the Benton County Administration Building, 215 East Central, Room 305, Bentonville, Arkansas before 2:00 pm, Friday July 5, *2013* (Local time)

Forms and addendums can be downloaded from the County's web site at www.bentoncountyar.gov . All questions regarding the qualification process should be directed to Mike Crandall at mike.crandall@bentoncountyar.gov or by telephone at 479-271-5772. All questions regarding specifications should be directed to Ms. Cindy Jones at 479-271-1052 or by email at cindy.jones@bentoncountyar.gov,

Bid/Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated 22-9-203 Benton County encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, Benton County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

Benton County reserves the right to reject any and all bids/proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of Benton County for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposer seek any recourse of any kind against Benton County because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

Ad date: June 21, 2013

_____ _____

Benton County Accounting Manager Date

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Benton County is requesting __Bids for Asphalt material for the Benton County Road Department (3 month bid)__

1. SUBMISSION OF A BID/PROPOSAL:

A. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFB/RFP.

B. A description of the Proposer's experience in providing the same or similar services as outlined in the RFB/RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFB/RFP.

C. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by Benton County for completion.

D. Bids/Proposals may be submitted electronically in addition to one (1) hard copy. Please submit your documents on a properly labeled CD. The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to County employees.

E. Bids/Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. The names of respondents only will be available after the deadline until a contract has been awarded by the Benton County Quorum Court. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

F. Bidders/Proposers shall submit a proposal based on documentation published by Benton County.

G. Bidders/Proposals shall be enclosed in sealed envelopes or packages addressed to Benton County, 215 East Central, Room 305, Bentonville, Arkansas 72712. The name, address of the firm and RFB/RFP name shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

H. Bids/Proposals must follow the format of the RFB/RFP. Bidders/Proposers should structure their responses to follow the sequence of the RFB/RFP.

I. Bidders/Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy Benton County. Proposer may furnish a reference list, of clients for whom they have performed similar services and must provide information as requested in this document.

J. Bidders/Proposer is advised that exceptions to any of the terms contained in this RFB/RFP or the attached service agreement must be identified in its response to the RFB/RFP. Failure to do so may lead the County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

K. Bids/Proposals will need to be received by *July 5, 2013 by 2:00 PM (local time)*.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLAIRIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing via e-mail to the County Properties office. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFB/RFP made or given prior to the award of the contract.

3. RIGHTS OF BENTON COUNTY IN REQUEST FOR BID/PROPOSAL PROCESS:

In addition to all other rights of Benton County, under state law, the County specifically reserves the following:

A. Benton County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negation with others.
B. Benton County reserves the right to select the bid/proposal that it believes will serve the best interest of the County.
C. Benton County reserves the right to accept or reject any and all bids/proposals.
D. Benton County reserves the right to cancel the entire request for bid/proposal.
E. Benton County reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
F. Benton County reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the bid/proposal.
G. Benton County reserves the right to make selection of the Proposer to perform the services required on the basis of the original bid/proposals without negotiation.

4. EVALUATION CRITERIAL:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified bids/proposals. The different evaluation factors are as follows:

1) 30 Points-Specialized experience and technical competence of the firm with respect to the type of professional services required;

2) 25 Points-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.

3) 25 Points-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

4) 20 Points-Firm's proximity to and familiarity with the area in which the project is located.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of bids/proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

A. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in Arkansas Code Annotated 14-14-1202.

B. The Proposer shall promptly notify Benton County in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality or services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the County as to whether the association, interest or circumstance would, in the opinion of the County; constitute a conflict of interest if entered into by the Proposer. The County agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF BID/PROPOSAL:

A bid/proposal may be withdrawn at any time.

9. LATE BID/PROPOSAL OR MODIFICATIONS:

A. Bid/proposal and modifications received after the time set for the bid/proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The County will not be responsible for misdirected bids/proposals. Proposers should contact the County Properties office at (479) 271-5772 to insure receipt of their submittal documents prior to opening time and date listed.

B. The time set for the deadline shall be local time for Bentonville, Arkansas on the date listed. All bids/proposals shall be received in the County Properties office BEFORE the stated deadline.

10. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:

A. The laws of the State of Arkansas apply to any purchase made under this request for bid/proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

B. Pursuant to Arkansas Code Annotated 22-9-203 Benton County encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, Benton County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

11. COLLUSION:

The Proposer, by affixing his or her signature to this bid/proposal, agrees to the following: "Proposer certifies that his bid/proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid/proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA AND JURISDICTION:

A. Benton County reserves the privilege of auditing a vendor's records as such records relate to purchases between the County and said vendor.

B. Freedom of Information Act: County contracts and documents prepared while performing County contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to Benton County, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et.seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

C. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. COUNTY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the County and hold it harmless and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or ligation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the County.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid/proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a bid/proposal on this requirement.

15. PAYMENT AND INVOICING:

The Proposer must specify in their bid/proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFB/RFP. Further, the successful Proposer is responsible for immediately notifying the County Properties office of any company name change, which would cause invoicing to change from the name used at the time of the original RFB/RFP.

Sales and use tax is not to be shown in bid prices; however it must be added by the vendor to all invoices or billings. 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 Department.

16. CANCELLATION:

A. The County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

B. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Benton County.

C. In addition to all other legal remedies available to Benton County, the County reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by Benton County.

D. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty of expense to the County.

17. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

A. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the County. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFB/RFP.

B. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFB/RFP, without exception shall constitute approval for purpose of this Agreement.

18. NON-EXCLUSIVE CONTRACT:

Award of this RFB/RFP shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

19. ADDITONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this RFB/RFP from the Proposer. When approved by the County as and amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may be necessary.

20. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFB/RFP and the successful bid/proposal will be prepared by the County, signed by the successful Proposer and presented to Benton County for approval and signature of the County Judge.

21. INTEGRITY OF REQUEST FOR BID/PROPOSAL DOCUMENTS:

Proposers shall use the original RFB/RFP form(s) provided by the County Properties office and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFB/RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFB/RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFB/RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFB/RFP response and presented in the form of an addendum to the original RFB/RFP documents.

22. OTHER GENERAL CONDITIONS:

A. Proposers must provide the County with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

B. The County reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

C. The request for proposal/bid is not to be construed as an offer, a contract, or a commitment of any kind, nor does it commit the County to pay for any costs incurred by proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for bid/proposal is at the Proposer's own risk and expense as a cost of doing business. The County shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the bid/proposal is accepted.

D. If products, components, or services other than those described in this bid/proposal document are proposed, the proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following request.

E. Any uncertainties shall be brought to the attention of Mike Crandall immediately via telephone (479) 271-5772 or by e-mail at mike.crandall@bentoncountyar.gov . It is the intent and goal of Benton County to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all proposers to be on equal proposal terms.

F. Any inquiries or requests for explanation in regard to the County's requirements should be made promptly to Mike Crandall, Benton County, via e-mail at mike.crandall@bentoncountyar.gov or telephone at (479) 271-5772. No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

G. At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit an "Authorized Negotiator Form" containing the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.

H. Any information provided herein is intended to assist the Proposer in the preparation of bid/proposals necessary to properly respond to this RFB/RFP. The RFB/RFP is designed to provide qualified Proposers with sufficient basic information to submit bid/proposals meeting specifications and/or test requirements, but is not intended to limit a RFB/RFP's content or exclude any relevant or essential data.

I. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

J. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of Benton County. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and

corporations for services rendered or materials supplied for the performance of the services called for in this contract.

K. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, and the rules and regulations of all authorizes having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, he/she shall herewith report the same in writing to Benton County.

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID/PROPOSAL

A. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true;

_____
Printed Name

_____
Signature

_____
Title

_____
Date

Please provide contact information:

Company Name:_____

Address:_____

_____

City:_____

State:_____ Zip Code:_____

Phone:_____

Fax:_____

Email:_____

Web Site:_____

Section C: Vendor References

The following information is required from all Proposers so all bids/proposals may be reviewed and properly evaluated:

COMPANY NAME:_____

BUSINESS ADDRESS:_____

NUMBER OF YEARS IN BUSINESS:_____ HOW LONG IN PRESENT LOCATION:_____

TOTAL NUMBER OF CURRENT EMPLOYEES:_____ FULL TIME:_____ PART TIME:_____

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT:_____
FULL TIME:_____ PART TIME:____

PLEASE LIST LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS.

1._____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

2._____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

3._____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

4._____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

Proposer must disclose any possible conflict of interest with Benton County, including, but not limited to, any relationship with any Benton County employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any Benton County employee or County elected official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING: AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ **NO KNOWN RELATIONSHIP EXISTS**

_____ **RELATIONSHIP EXISTS (Please explain)**

_____

_____

_____

PLEASE FILL OUT THE SECTION BELOW:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and

2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

_____
Printed Name

_____
Signature

_____
Date

At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the County a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the County selection committee can contact for clarification or interview via telephone.**

PRIMARY CONTACT INFORMATION

Name of Firm:_____

Name of Primary Contact:_____

Title of Primary Contact:_____

Phone number #1 (cell phone):_____ **Secondary Phone#:**_____

E-Mail Address:_____

Is the primary contact (listed in part 1) able to legally bind contracts? YES NO (circle one)

In no, please list contact that can legally bind a contract for the firm:_____

Name:_____

Title:_____

Phone #1 (cell phone):_____ Phone 2:_____

E-Mail Address:_____

Signed:_____

Date:_____

SPECIFICATIONS AND COST SHEET

It is the intent of these specifications to describe the equipment in sufficient detail to secure bids on comparable items. Any items not conforming to these specifications will be rejected, and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the bidder and an acceptance made on the basis of the exception.

This is a Material Only bid

Type II surface asphalt material with black base binder.

Bid price must be valid for 3 months.

Price per ton _____

***Bidders please note: This bid maybe awarded to multiple bidders.**

In order to assist Benton County in evaluating and improving our solicitation process, we are asking for completion of this form and returning via fax or email. By submitting this form, it will assist us in evaluating all response, improving our bid/proposal process, and to maintain a positive relationship with our vendors.

We, the undersigned, have declined to submit a bid/proposal for the following reason(s):

1. _____ We do not offer this service/product
2. _____ Our schedule would not permit us to perform
3. _____ Unable to meet specifications
4. _____ Insufficient time to respond to the request
5. _____ We are unable to meet bond requirements
6. _____ Other (Explain)

NAME OF FIRM:_____

BUSINESS ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE:_____

PHONE:_____ FAX:_____

BY:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____ DATE:_____

*Please note: We appreciate your feedback on this form and are very interested in your reason for not submitting. Please do not hesitate to contact us at (479)271-5772 if you have questions, comments, or concerns regarding the proposal documents.