



**BENTON COUNTY ADMINISTRATION BUILDING  
EXTERIOR INSULATION FINISH SYSTEM (EIFS) REPAIRS**

**REQUEST FOR BID / RFB**

**KEY INFORMATION SUMMARY SHEET**

**RFP Issue Date:** March 24, 2014 and March 31, 2014

**RFP Issuing Office:** Benton County Government

**Properties Representative:** Terry Lewis  
Office Phone: 479-464-6168  
Fax: 479-271-1748  
E-mail: Terry.Lewis@bentoncountyar.gov

**USPS Mail Address:  
(or hand-deliver)** Benton County Administration Building  
Properties Office  
215 E. Central Ave., Ste. 302  
Bentonville, AR 72715  
Attention: Terry Lewis

**EIFS Project Address:** 215 E. Central Ave., Bentonville, AR

**Pre-Bid Conference:  
(Mandatory)** April 8, 2014 - 9:00 a.m.  
Administration Building / 215 E. Central  
Quorum Courtroom, Room 324

**Site Visit (Mandatory):** Immediately following Pre-Bid Conference

**Bids Due / Deadline:** April 15, 2014 – 2:00 PM CST

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 ADMINISTRATION BUILDING EIFS REPAIRS**

RFB's shall be submitted in sealed envelopes labeled: "Administration Building EIFS Repairs" with the name and address of the Bidder.

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

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The undersigned hereby offers to furnish and deliver the articles or services as described in this proposal's Specifications and Scope of Work, 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 and County Judge.

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Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Benton County RFB  
Administration Building EIFS Repairs  
**ADVERTISEMENT**

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Benton County, Arkansas is requesting bids for:  
**Administration Building Exterior Insulation Finish System (EIFS) Repairs**

Forms and addendums can be downloaded from the County's web site at [www.bentoncountyar.gov](http://www.bentoncountyar.gov). All questions regarding the qualification process should be directed to Ms. Terry Lewis at [Terry.Lewis@bentoncountyar.gov](mailto:Terry.Lewis@bentoncountyar.gov) or by telephone at 479-464-6168. All questions regarding specifications should be directed to Mr. John Sudduth via telephone at 479-271-1096 or by email at [John.Sudduth@bentoncountyar.gov](mailto:John.Sudduth@bentoncountyar.gov).

Pre-Bid Conference: **April 8, 2014 @ 9:00 AM** in the Benton County Quorum Court Room, 3<sup>rd</sup> floor of the Administration Building located at 215 East Central, Bentonville, Arkansas.

Bids 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.

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

Ad date: March 24, 2014 and March 31, 2014

\_\_\_\_\_  
Benton County Judge

\_\_\_\_\_  
Date

Benton County RFB  
Administration Building EIFS Repairs  
**CONTENTS**

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<b>SECTION</b>	<b>PAGE NUMBER</b>
Cover page	01
Advertisement	03
Contents	04
Section A: General Terms & Conditions	05
Section B: Authorization form	12
Section C: Vendor References	13
Section D: Statement of Disclosure	14
Section E: Authorized Negotiator Information	15
Section F: Specifications	16
Section G: Scope of Work	17
Section H: Cost Sheet	22
Section I: Statement of Non- Submittal	23
Attachments: Statement of Intent to Pay Prevailing Wages; Arkansas Dept. of Labor Prevailing Wage Determination Building Rates	24

**1. SUBMISSION OF BID:**

- A. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFB.
- B. A description of the Bidder's experience in providing the same or similar services as outlined in the RFB. 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.
- C. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5 x 11 papers. Bidders 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 may be submitted electronically in addition to three (3) hard copies. 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 will be reviewed following the stated deadline, as listed on the cover sheet of this document. The names of respondents will only be available after the deadline until a contract has been awarded by the Benton County Quorum Court. All interested parties understand bid documents will not be available until after a valid contract has been executed.
- F. Bidders shall submit a bid based on documentation published by Benton County.
- G. Bids shall be enclosed in sealed envelopes or packages addressed to Benton County, 215 East Central, Room 310, Bentonville, Arkansas 72712. The name, address of the firm and RFB name shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- H. Bids must follow the format of the RFB. Bidders should structure their responses to follow the sequence of the RFB.
- I. Bidders shall have experience in work of the same or similar nature, and must provide references that will satisfy Benton County. Bidder shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- J. Bidder is advised that exceptions to any of the terms contained in this RFB or the attached service agreement must be identified in its response to the RFB. Failure to do so may lead the County to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- K. Bids will need to be received by *April 15, 2014 by 2:00 PM.*

**2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

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 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 made or given prior to the award of the contract.

**3. RIGHTS OF BENTON COUNTY IN REQUEST FOR BID 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.
- B. Benton County reserves the right to select the bid 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.
- D. Benton County reserves the right to cancel the entire request for bid.
- E. Benton County reserves the right to remedy or waive technical or immaterial errors in the request for bid or in bids submitted.
- F. Benton County reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the bid.
- G. Benton County reserves the right to make selection of the Bidder to perform the services required on the basis of the original bid without negotiation.

**4. EVALUATION CRITERIA:**

The evaluation criteria define the parameters that will be used by the selection committee to evaluate and score responsive, responsible and qualified bids. The different evaluation parameters are shown in the chart below:

<b>Item No.</b>	<b>Points</b>	<b>Parameter</b>
1	30	Specialized experience and technical competence of the firm with respect to the type of professional services required.
2	25	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	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.
4	20	Firm's proximity to and familiarity with the area in which the project is located.

**5. COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne solely by the Bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Bidder(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 Bidder 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 Bidder 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 of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Bidder 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 Bidder. The County agrees to communicate with the Bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

**8. WITHDRAWAL OF BID:**

A bid may be withdrawn at any time.

**9. LATE PROPOSAL OR MODIFICATIONS:**

- A. Bid and modifications received after the time set for the proposal submittal deadline as listed on Page 1 shall not be considered. Modifications in writing received prior to the deadline will be accepted. The County will not be responsible for misdirected bids. Bidders should contact the County Properties office at (479) 464-6168 to insure receipt of their submittal documents prior to opening time and date listed.
- B. All bids 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. Bidders 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 Bidder, by affixing his or her signature to this proposal, agrees to the following: “Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid 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 based upon Arkansas law.

**13. COUNTY INDEMNIFICATION:**

The successful Bidder(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 litigation 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 apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Bidders prior to submitting a bid on this requirement.

**15. PAYMENT AND INVOICING:**

The Bidder must specify in their 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. Further, the successful Bidder 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.

**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 designated project time period or project costs that surpass the total bid amount 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 the work in this contract. No assignment of subcontracting shall be allowed without prior written consent of the County. If a Bidder intends to subcontract a portion of this work, the Bidder shall disclose such intent in the proposal submitted as a result of this RFB.
- 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, without exception shall constitute approval for purpose of this Agreement.

**18. NON-EXCLUSIVE CONTRACT:**

Award of this RFB 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. ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services relating to this RFB from the Bidder. When approved by the County as an 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 and the successful bid will be prepared by the County, signed by the successful Bidder and presented to Benton County for approval and signature of the County Judge.

## **21. INTEGRITY OF REQUEST FOR BID DOCUMENTS:**

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

## **22. OTHER GENERAL CONDITIONS:**

- A. Bidders must provide the County with their bids signed by an employee having legal authority to submit bids on behalf of the Bidder. The entire cost of preparing and providing responses shall be borne by the Bidder.
- B. The County reserves the right to request any additional information it deems necessary from any or all Bidders after the submission deadline.
- C. The request for 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 bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this request for bid is at the Bidder's own risk and expense as a cost of doing business. The County shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the bid is accepted.
- D. If products, components, or services other than those described in this bid document are proposed, the bidder 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 Ms. Terry Lewis immediately via telephone (479) 464-6168 or by e-mail at [Terry.Lewis@bentoncountyar.gov](mailto:Terry.Lewis@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 bidders 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 Ms. Terry Lewis, Benton County, e-mail [Terry.Lewis@bentoncountyar.gov](mailto:Terry.Lewis@bentoncountyar.gov) or telephone at (479) 464-6168. No oral interpretation or clarifications will be given as to the meaning of any part of this request for bid. 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 Bidder shall submit an "Authorized Negotiator Form" containing the signature of a duly authorized officer or agent of the Bidder's company empowered with the right to bind and negotiate on behalf of the Bidder for the amounts and terms proposed.
- H. Any information provided herein is intended to assist the Bidder in the preparation of bids necessary to properly respond to this RFB. The RFB is designed to provide qualified Bidders with sufficient basic information to submit bids meeting specifications and/or test requirements, but is not intended to limit an RFB's content or exclude any relevant or essential data.
- I. Bidders 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. Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder'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 Bidder 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.
- L. All Benton County properties are tobacco-free zones. Bidder, contractor(s), subcontractor(s) and all hired staff – whether part time or full time – shall abide by County rules. County Property includes interior of County buildings, exterior yards, lawns, parking lots, and picnic areas.

**PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR PROPOSAL:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Please provide contact information:**

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

City: \_\_\_\_\_

Web Site: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Benton County RFB  
Administration Building EIFS Repairs  
**SECTION C: Vendor References**

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The following information is required from all Bidders so all bids 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: \_\_\_\_\_

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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

3. \_\_\_\_\_  
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

4. \_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

Bidder 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)**

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**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 Bidder 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:** \_\_\_\_\_

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

If 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**

- A. The Benton County Administration Building is located at 215 E. Central Ave., Bentonville, AR.
- B. The Bidder, Contractor or Manufacturer shall certify that all materials intended to be used in the work are acceptable and compatible for their intended end use.
- C. The supplied products shall be installed only by a qualified contracting firm which has a minimum of five (5) years' experience installing EIFS base, sealer and finish coatings.
- D. The purpose of the project is to repair the Administration Building's EIFS system so that it will be watertight for at least ten (10) years before needing recoating.
- E. All cracks shall be repaired and sealed, and two (2) coats of finish as Dryvit Weatherlastic Smooth Exterior Coating **or** Equivalent.
- F. Coatings shall match existing colors on the Administration Building. A color/sample board will be provided and color samples must be approved prior to application.
- G. Application of wet materials shall not take place during inclement weather unless appropriate protection is provided. Protect materials from inclement weather until they are completely dry.
- H. All material/equipment selections and installation methods/systems shall meet all applicable Benton County and City of Bentonville codes.
- I. Bidder shall provide copies of their current Business License, Insurance Certificate and Performance Bond.
- J. Bidder shall include all fees, taxes, permit costs, and \$3M EIFS insurance in their proposed bid amount.
- K. Bidders shall submit their proposals as outlined in Section A, General Terms and Conditions - Submission of Bid.
- L. Per the Arkansas Department of Labor, Prevailing Wage Division, Prevailing Wage is applicable to this project (Determination Number 13-324). Bidder is responsible for completing the Statement of Intent to Pay Prevailing Wages form and returning to the AR Dept. of Labor within 30 days of Notice to Proceed. Statement and Wage Rates are included with this bid documentation.

## **SCOPE OF WORK**

The awarded Bidder shall perform and carry out in a good, clean, and professional manner, those services necessary to complete the BENTON COUNTY ADMINISTRATION BUILDING EIFS REPAIRS. Project address is: 215 E. Central Ave., Bentonville, AR 72712. At a minimum, this work shall include:

### **1. Bidder Installation Requirements**

Bidder is responsible for investigating site conditions and notifying Benton County at the Pre-Bid Conference of any items that need clarification. Bids will include all items necessary to complete job at no additional cost to Benton County. Bidder is responsible to locate, in or on the building electrical power outlets and water outlets needed for the project, and provide the extension cords and hoses needed to complete the job at no additional cost to the County.

It is the Bidder's responsibility to insure that work is in compliance with all Federal, State, County, City, ADA, and any other governing jurisdiction building, fire, safety, or other codes and regulations. Bidder is responsible for all documentation, applications, purchasing any business licenses and/or permits required to complete the project. The Benton County Administration Building is located in the City Limits of Bentonville and Bidder is responsible for meeting all fire and building codes, securing all business licenses and permits, and providing all city required documentation.

Bid is to be single price, lump sum proposal that includes all cleaning, patching, trim work, caulking, priming, sealing, painting, taxes, removal and disposal of unnecessary items and generated waste, cutting, welding, labor, materials, and any other items necessary to repair the EIFS at no additional cost to Benton County.

Bidder is required to protect building and contents during construction and maintain a safe and weather tight interior at all times during the construction process.

After award of contract, any changes that result in additional cost to Benton County must be submitted in writing to [John.Sudduth@bentoncountyar.gov](mailto:John.Sudduth@bentoncountyar.gov) for prior written approval. Do not proceed with job until written approval via mail, fax or email is received, and do not proceed with any changes until written notification to proceed is in hand. After contract is signed by both parties, jobsite access will be coordinated with the Benton County Maintenance Department – Administrator of General Services John Sudduth at [John.Sudduth@bentoncountyar.gov](mailto:John.Sudduth@bentoncountyar.gov). Retainage will be held at 10% until all items in final payment have been completed.

The attached illustrations of the Administration Building may be useful to you during your inspection of the building.

**215 E. Central Avenue, Bentonville**



**Illustration 1 – West Side of Building (Public Entrance)**



**Illustration 2 – East Side of Building (Employee Entrance)**



**Illustration 3 – South Side of Building (Central Ave.)**



**Illustration 4 – North Side of Building (2<sup>nd</sup> Street)**

## 2. EIFS (Exterior Insulation and Finish System) repairs:

The purpose of the project is to repair the building's EIFS system so that it will be watertight for at least ten (10) years before needing recoating or resealing.

Provide cleaning of the existing EIFS and any other items to be sealed and/or painted per product manufacturer's warranty requirements. Power spraying is not to exceed 70psi and the mfr. recommended procedures for cleaning are not to be violated. Damage to the EIFS finish by cleaning will be the Bidders sole responsibility for repair at no cost to Benton County.

Provide patching of any holes or cracks in the EIFS per product manufacturer's warranty requirements. Where EIFS is patched, new finish coat is to blend with existing finish. All caulks and sealants on job must be **urethane based, not silicone**. Also, all caulks and sealants shall be compatible with the current EIFS finish system. **Any silicone caulks present will have to be removed and replaced with urethane based caulks.**

Caulk all windows, all doors, all light fixtures, and areas where EIFS terminates to stone.

There are multiple areas on the Administration Building that have structural cracking that is larger than 1/16", and that is not along a designed joint. Contractor shall provide all labor and materials necessary to repair the damage. New finish should match existing EIFS surfaces.

Seal all cornices, flashing, doors, windows, lights, and any other EIFS penetrations per EIMA and paint manufacturer's warranty requirements.

Provide a primer coat, at 50% of final color, after all sealants and caulks have cured per paint manufacturer's warranty requirements. Primer is to be applied per paint manufacturer's warranty requirements. Primer color is to match as close as possible to finish coat color.

Provide two finish coats of Dryvit Weatherlastic Smooth Exterior Coating **or equivalent** per paint manufacturer's warranty requirements. The first finish coat will be 50% of final color.

Proposer is to verify coating, seal and paint application meet warranty requirements.

Color is to remain visually as it currently appears and should be custom mixed to match the existing structure. County reserves the right to approve all colors from 4'x 8' mock-up established at the site.

## 3. Waste Removal:

Provide removal, hauling, and disposal, at no additional cost to Benton County, of any materials that need to be removed for the repairs of the EIFS system. Demolition items are to be removed from building to contractor provided containers or trucks, and are to be hauled and disposed of at a legally recognized public landfill at no additional cost to Benton County. The placement of waste containers/ trucks must be coordinated with Benton County Maintenance staff prior to placement. Any holes left from demolition are to be patched with a visually matching material.

**Under no circumstance is any Contractor's generated hazardous waste to be disposed of on-site.**

Any damage that occurs during the job should be referred immediately to Benton County Administrator of General Services, John Sudduth.

**4. Final Payment:**

Awarded Bidder will not receive final payment of retainage until ALL of the following items are completed: 1) Final Inspections from Building Codes delivered to Facilities, 2) Subcontractor (if utilized) paid in full and confirmation documents delivered to Facilities, 3) Delivery to Facilities of Warranty Letter and Warranty, 4) IOM manuals accepted by Facilities, 5) Access keys and/or access cards returned to Facilities, and 6) lien waivers submitted from all material suppliers.

**5. Installation Operation and Maintenance Manuals:**

Provide two sets of Installation Operation and Maintenance manuals for all materials installed on this job. This is required before final payment and release of retainage.

**6. Scheduling of work:**

Great care will have to be taken to protect vehicles from wind borne paints and bidder will be responsible for damages to buildings or vehicles. Roofing, glazing, and vehicles are to be protected at all times.

Other work can be done during business hours provided entrances are not blocked and no damage occurs to the facilities or people.

At no time will painting or sealing be allowed if temperatures will exceed manufacturers' recommendations.

All bids are to provide a proposed schedule that will illustrate how the job will proceed and finish. Schedule must be approved by Benton County Government prior to start of work.

**7. Training:**

Provide an on-site training session on maintenance requirements to maintain manufacturer's warranty on EIFS repair.

## COST SHEET

We the undersigned have received all Bid Documents and Addenda, and have reviewed the referenced work site as it relates to this project. We fully understand the documents and requirements in their entirety.

**TOTAL BID COST:** \$ \_\_\_\_\_ .00

**WORK WILL BE COMPLETED IN \_\_\_\_\_ CALENDAR DAYS.**

Additional Pricing Notes:

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**Proposal must be signed to be considered.**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

\*Please submit original bid and (2) two copies.

Benton County RFB  
Administration Building EIFS Repairs  
**SECTION I: Statement of Non- Submittal (If Applicable)**

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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 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) 271-1096 if you have questions, comments, or concerns regarding these bid documents.



STATE OF ARKANSAS  
ARKANSAS DEPARTMENT OF LABOR  
PREVAILING WAGE DIVISION

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190  
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

January 17, 2014

John Sudduth  
Benton County  
215 E. Central Ave., Ste. 321  
Bentonville, AR 72712

Re: EIFS REPAIR - ADMINISTRATION BUILDING  
(EXTERIOR INSULATION FINISH SYSTEM)  
COUNTY ADMINISTRATION BUILDING  
BENTONVILLE, ARKANSAS  
BENTON COUNTY

Dear Mr. Sudduth:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **13-324** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

***When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.***

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4508.

Sincerely,

A handwritten signature in cursive script that reads "Lorna Kay Smith".

Lorna K. Smith  
Prevailing Wage Division

Enclosures

**Arkansas Department of Labor  
Prevailing Wage Determination  
BUILDING RATES**

**Determination #:** 13-324  
**Expiration Date:** 7/17/2014  
**Survey#:** 713-AR15

**Date:** 1/17/2014

**Project:** EIFS Repair - Administration Building (Exterior Insulation Finish System)

**Site:** County Administration Building

**City:** Bentonville, Arkansas

**Project County:** Benton

<b>CLASSIFICATION</b>	<b>Basic Hourly Rate</b>	<b>Fringe Benefits</b>
Asbestos Worker/Insulator	\$14.25	\$2.44
Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	\$22.30	
Carpenter	\$15.95	\$1.50
Concrete Finisher/Cement Mason	\$14.80	
Electrician/Alarm Installer	\$18.85	\$3.40
Elevator Mechanic	\$24.30	\$12.18
Glazier	\$14.45	\$1.70
HVACR Mechanic (Excludes Duct Work)	\$15.50	
Ironworker (Including Reinforcing Work)	\$13.85	
Laborer	\$12.60	
Marble/Tile/Terrazzo	\$22.95	\$6.41
Metal Building Erector	\$11.90	\$1.20
Millwright	\$21.30	\$7.71
Painter/Sheet Rock Finisher	\$14.60	
Plasterer	\$14.85	
Plumber/Pipefitter	\$19.85	\$1.30
Roofer	\$13.55	
Sheet Metal (Includes Duct Work)	\$15.30	\$1.30
Soft Floor Layer	\$11.90	\$1.20
Sprinkler Fitter	\$22.88	\$15.72
Waterproofer	\$16.50	\$1.85
Group 2 - Operator	\$14.60	\$1.30
Group 3 - Operator	\$15.00	\$0.80
Group 4 - Operator	\$13.40	
Laborer (Brick/Stone Tender)	\$13.40	
Truck Driver (Excludes Dump Truck)	\$12.15	\$1.64

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

**Certified 7/1/2013**

***Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.***

## **Power Equipment Operators:**

### **Group II**

Operators engaged in operating the following equipment or performing work relative to the engineer's jurisdiction: Hydraulic cranes, cherry pickers, backhoes, and all derricks with a lifting capacity less than 50 tons, as specified by the manufacturer, all backhoes, tractor or truck type, all overhead & traveling cranes, or tractors with swinging boom attachments, gradealls all above equipment irrespective of motive power, leverman (engineer), hydraulic or bucket dredges, irrespective of size, trackhoes, excavators.

### **Group III**

Heavy Equipment Operators. Operators engaged in operating the following equipment: all bulldozers, all front end loaders, all sidebooms, skytracks, forklifts, all push tractors, all pull scrapers, all motor graders, all trenching machines, regardless of size or motive power, all backfillers, all central mixing plants, 10S and larger, finishing machines, all boiler fireman high or low pressure, all asphalt spreaders, hydro truck crane, multiple drum hoist, irrespective of motive power, all rotary, cable tool, core drill or churn drill, water well and foundation drilling machines, regardless of size, regardless of motive power and dredge tender operator, asphalt paving machines.

### **Group IV**

Light Equipment Operators. Operators engaged in operating the following equipment: Oilerdriver motor crane, single drum hoists, winches and air tuggers, irrespective of motive power, winch or A frame trucks, rollers of all types and pull tractors, regardless of size, elevator operators inside and outside when used for carrying workmen from floor to floor and handling building material, Lad-A-Vator Conveyor, batch plant, and mortar or concrete mixers, below 10S, end dump euclid, pumpcrete spray machine and pressure grout machine, air compressors, regardless of size. All light equipment, welding machines, light plants, pumps, all well point system dewatering and portable pumps, space heaters, irrespective of size, and motive power, equipment greaser, oiler, mechanic helper, drilling machine helper, asphalt distributor and like equipment, safety boat operator and deckhand.

**STATEMENT OF INTENT TO PAY PREVAILING WAGES**

**PROJECT: EIFS REPAIR - ADMINISTRATION BUILDING (EXTERIOR INSULATION FINISH SYSTEM)  
COUNTY ADMINISTRATION BUILDING  
BENTONVILLE, ARKANSAS  
BENTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 13-324** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

<b>Business Name</b>	<b>Address</b>	<b>Phone#</b>	<b>Signature and Title of Business Official</b>
General/Prime Contractor			
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR ***WITHIN 30 DAYS OF THE NOTICE TO PROCEED*** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.