



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

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**RFB/RFP (Request for Bid/Request for Proposal): Windmill Road Fencing Project**  
**Deadline: August 2, 2013 at 2:00 PM**, Local Time  
**Pre-Bid Meeting: Contact Cindy Jones via email at [cindyjones@bentoncountyar.gov](mailto:cindyjones@bentoncountyar.gov) or via telephone at 479-271-1052 for date, time and place.**  
**Delivery Location: Benton County Administration Building, Room 310, 215 East Central, Bentonville, Arkansas 72712**  
**Date of Issue and Advertisement: July 19, 2013**

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**Request for Bid/Request for Proposal**

**Windmill Road Fencing Project for the Benton County Road Department.**

RFB's/RFP's shall be submitted in sealed envelopes labeled: "Windmill Road Fencing Bid" 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.

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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.

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

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

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

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

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

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

Benton County, Arkansas  
RFB/RFP: "Windmill Road Fencing Project Bid"  
Advertisement

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Benton County, Arkansas is requesting Bids/Proposals for **Windmill Road Fencing Project**

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, August 2, 2013. (Local time)

Forms and addendums can be downloaded from the County's web site at [www.co.benton.ar.us](http://www.co.benton.ar.us). All questions regarding the qualification process should be directed to Mike Crandall at [mike.crandall@bentoncountyar.gov](mailto:mike.crandall@bentoncountyar.gov) or by telephone at 479-271-5772. All questions regarding specifications should be directed to Cindy Jones via email at [cindyjones@bentoncountyar.gov](mailto:cindyjones@bentoncountyar.gov) or via telephone at 479-271-1052.

Pre-Bid Meeting: Contact Cindy Jones via email at [cindyjones@bentoncountyar.gov](mailto:cindyjones@bentoncountyar.gov) or via telephone at 479-271-1052 for date, time and place.

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: July 19, 2013

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Benton County Judge

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Date



Benton County is requesting **Windmill Road Fencing Project**

**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 August 2, 2013 by 2:00 PM.

## **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 negotiation 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 of 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 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/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.

**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. ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services relating to this RFB/RFP from the Proposer. 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/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](mailto: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](mailto: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: \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

Benton County  
RFB/RFP- "Windmill Road Fencing Project Bid"  
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. \_\_\_\_\_

2. \_\_\_\_\_

COMPANY NAME

COMPANY NAME

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

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

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

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

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
TELEPHONE

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

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

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

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

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

4. \_\_\_\_\_

COMPANY NAME

COMPANY NAME

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

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

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

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

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
TELEPHONE

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

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

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

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

Benton County  
RFB/RFP- "Windmill Road Fencing Project Bid"  
Section D: Statement of Disclosure

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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)**

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

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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: \_\_\_\_\_

**907.01 SCOPE OF WORK.** This item shall consist of furnishing and erecting wire fence, chain link fence, pipe fence and gates in accordance with the plans and these specifications and in reasonable close conformity to the lines, grades and alignment shown on the plans or as directed.

**907.02 APPLICABLE SPECIFICATIONS.** All material and construction methods shall be in accordance with these specifications and with the standards referenced herein.

Reference to "AHTD Standard Specifications" shall indicate the Arkansas Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2006.

**907.03 MATERIALS.**

- (a) GENERAL. Fence materials shall be new and shall meet the requirements for the type and class of material specified, except where removal and reconstruction of existing fences is specified. Pipe rail fencing color and material shall match existing pipe rail fence on-site.
- (b) CHAIN LINK FENCE. NOT USED.
- (c) WIRE FENCE.
  - (1) Woven wire and smooth line wire shall be of the size, gage and type shown on the plans and shall conform to ASTM A 116, Class 3 galvanizing.
  - (2) Barbed wire shall be 12 1/2 gage and shall conform to ASTM A 121, Class 3 galvanizing.

As an alternate to the barbed wire specified above, the wire may consist of two strands of high tensile wire, each having the same galvanized and breaking strength as the Class 3, 12 1/2 gage wire and conforming to the remaining requirements of ASTM A 121 for a four point barb.

Gage of the high tensile barbed wire shall be as follows:

Strand wire gage	15 1/2
Barb wire gage	17

- (3) Staples used to attach the wire fencing to wood posts shall be galvanized 9 gauge, 1 1/2" in length. Wire ties shall be minimum No. 11 gage galvanized wire. Wire stays shall be spiral twist-on type of minimum No. 10 gage galvanized smooth wire.
- (4) Wood posts and braces of the dimensions shown on the plans shall be Southern Pine or Douglas Fir species and shall be treated with five (5) percent minimum, by weight, pentachlorophenol by a standard empty cell or full cell process in accordance with American Wood Preservers Association (AWPA) practice to retain not less than 8 pounds per cubic foot of wood. Posts shall be peeled, sound and straight-grained and shall be free from cracks, splits and decay. Posts shall be round and the diameter shall not be less than the diameter shown on the plans.

Steel line posts shall be studded T post weighing 1.33 pounds per lineal foot plus or minus five (5) percent, excluding anchor plate. The steel posts shall be shop painted with a minimum of one coat of rust inhibiting primer and a finish coat of weather resistant paint except where galvanized posts are specified. Tubular steel posts shall be galvanized and shall conform to AASHTO M 181.

Hardware and fittings shall conform to ASTM F 626. Any miscellaneous hardware or fittings not mentioned in ASTM F 626 shall be galvanized in accordance with the applicable requirements of AASHTO M 111 or M 232.

- (5) Gates shall be a commercial type five panel gate constructed of galvanized steel or aluminum. The horizontal panels shall be welded or riveted to the vertical and diagonal sections to provide a sag proof gate. Gates shall be the size shown on the plans.

The hardware supplied shall be adequate for proper installation of the gates and shall consist of at least two hinges and one latch. The hinges shall be either a bolt or lag screw type. The latch shall be of such design that a padlock may be used for locking. Hinges and latches shall be galvanized.

- (d) WOOD FENCE. Wood fence shall be constructed with treated wood boards mounted on wood or steel posts as shown on the plans. Wood posts and braces shall be Southern Pine or Douglas Fir species and shall be treated by a standard empty cell or full cell process in accordance with the American Wood Preservers Association (APWA) practice using pentachlorophenol or chromate copper arsenate (CCA) with a minimum retainage of 0.40

pounds per cubic foot of wood for posts and 0.025 pounds per cubic foot for stringers and pickets. Wood posts shall be peeled, sound and straight-grained, and shall be free from cracks, splits and decay. Steel posts, where specified, shall conform to Class 1 of AASHTO M 181, shall be galvanized steel, and shall be the size shown on the plans.

Wood pickets shall be SAS treated pine, No. 2 grade, 1 inch by 6 inches by 6 feet. Stringers shall be 2 inches by 4 inches by 8 feet, No. 2 treated pine. For wood fencing installed to replace existing wood fencing, the posts, pickets and stringers shall match the existing fence.

- (e) CONCRETE. Concrete for fence installation shall be Class “M” conforming to the requirements of Section 802 of the AHTD specifications or may be a bagged commercial concrete mix which meets the strength requirements of Class “M” Concrete.
- (f) SALVAGED MATERIALS. The materials to be used in the reconstructed fences shall be the materials salvaged from the existing installation where possible. Materials that are not in a condition to be moved or which are damaged during salvaging operations shall be replaced by serviceable material of the same type and size of the material removed. All replacement material shall be equal to or better than the existing fencing and shall be satisfactory to the Engineer.

***907.04 CONSTRUCTION REQUIREMENTS.***

- (a) GENERAL. The fence shall be constructed in accordance with the plans and as specified herein. The finished fence shall be plumb, taut, true to line and ground contour, and complete in every detail.

The Contractor shall be responsible for maintaining accurate position and alignment of the fence. The Contractor shall preserve and protect all survey and right-of-way markers.

The Contractor shall schedule and arrange all work to maintain and protect livestock on adjoining property.

The connection or bracing of any part of the fence to trees will not be permitted.

Clearing shall be performed as necessary to construct the fence and shall be as specified in other sections of these specifications.

- (b) CHAIN LINK FENCE. NOTE USED.
- (c) WIRE FENCE. Line posts and pull assemblies shall be spaced as shown on the plans. Wooden lines, corner, gate and pull posts may be driven in place provided the driving does not damage the post, or they may be set in dug holes and backfilled with earth thoroughly compacted as placed, or set in concrete. Metal corner, gate, end and pull posts shall be set in concrete. Wire shall not be stretched onto posts set in concrete for a minimum of 7 days. Posts shall be set plumb.

The Contractor has the option of using wooden or steel posts and braces unless otherwise specified, but shall use the same material on the entire project.

The end, corner and pull posts shall be of the same material as the line posts for fences.

When solid rock is encountered with an overburden of loose rock or soil, the posts shall be set to the required depth for soil unless the penetration into solid rock exceeds 10 inches for line posts and 16 inches for end, corner, gate and pull posts. The hole in the rock shall have a minimum cross section dimension one inch greater than the post to be set. The posts shall be cut prior to setting to give the proper length above ground surface. The hole shall be filled with grout consisting of one part Portland cement and three parts concrete sand.

Wire tension braces for wooden pull, end and corner assemblies shall consist of a 9-gage wire passed through the posts to form a double wire. The wire shall be fastened to each post and the ends fastened together to form a continuous wire. The wires shall then be twisted together until the wire is in tension.

Where the new fence joins an existing fence, the two shall be attached in a satisfactory manner, with end parts being set as directed. Where the proposed fence intersects an existing fence, the end post shall be set for the existing fence clear of the proposed fence line as shown on the plans. The wire of the existing fence shall be stapled to the end post. When the point of intersection falls more than 2 feet from a post on the fence, a line post shall be set at the intersection.

Pull post assemblies shall be placed at intervals of not more than 330 feet in straight alignment on level or uniformly sloping ground and at sharp vertical angle points in the line.

Corner post assemblies shall be placed at all horizontal angle points of 15 degrees or more in the fence. When the distance from the corner post to the next corner or pull post is less than 165 feet, one approach span on the corner assembly may be omitted.

End post assemblies at fence ends, gates, bridge abutments, and on banks of streams shall be erected in the same manner as corner construction. Extra length posts shall be provided for crossing small streams, ditches, ravines or soft ground. Additional depth of set shall be secured in soft ground as directed.

The wire shall be attached to the face of the post as noted on the plans or directed by the Engineer, except on curves where the fencing shall be attached on the outside of the curve in order that the wire can be pulled tight against the posts. The wire shall be attached to wood line posts with staples driven at right angles to the grain and at a slight downward angle to attain the best anchorage. The staples shall not be driven tightly against the wire but shall leave just enough free space for adjustment in tension due to changes in temperature. Wire shall be attached to steel line posts with approved galvanized clips. All barbed wire and alternate line wires shall be fastened to the posts. Barbed wire and all line wire of woven fabric shall be fastened to end, corner and pull posts by wrapping the wire around the post and tying the wire back on itself with not less than 3 tightly wrapped twists.

Tension for stretching the barbed wire and mesh shall be applied by use of standard wire stretchers manufactured for that purpose. The use of trucks or tractors, except as anchors, will not be permitted.

Gates shall be erected at the locations and in the manner shown on the plans or as directed by the Engineer.

Gates shall be installed to operate properly and to swing in the direction indicated.

- (d) WOOD FENCE. Line posts shall have a maximum spacing of 8 feet, center to center. Posts shall be set plumb in dug holes and backfilled with concrete. Gates shall not be placed onto posts set in concrete until seven days after placement of the concrete.

Stringers and pickets shall be installed on the posts with galvanized ringshank nails as shown on the plans.

Gates shall be erected at the locations and in the manner shown on the plans or as directed by the Engineer. Gates shall be installed plumb, level, and secure for full opening without interference. Hardware shall be adjusted for smooth operation and lubricated if necessary.

- (e) REMOVAL AND RECONSTRUCTION OF FENCES.
  - (1) REMOVAL AND STORAGE. County shall remove all existing fences. Contractor shall not be responsible for removing fences.
  - (2) RECONSTRUCTION. The fence shall be reconstructed in a workmanlike manner to the line shown on the plans or established by the Engineer. Reconstruction of the fence shall, in general, conform to the requirements for new fence as specified above and shall provide a fence equal to or better than the original.
- (f) TEMPORARY FENCING. NOT USED.

**907.05 MEASUREMENT AND PAYMENT.**

Fence will be measured by the linear foot in place from outside to outside of the end posts. The length of gates will be excluded from this measurement. Gates will be measured by the unit.

Fences and gates completed and accepted under this item and measured as provided above will be paid for at the contract unit price per linear foot of the fence type and height specified and per each gate of the type and dimensions specified.

The contract unit prices mentioned above shall be full compensation for clearing, grading, setting posts, concrete, erecting the fence, excavation and backfill, materials and for all equipment tools, labor and incidentals necessary to complete the work. When the bid form does not contain an item for the construction, relocation, or removal and disposal of fences, the work will not be paid for directly, but will be considered incidental.

No separate payment will be made for rock excavation required for fence construction.

No separate payment will be made for stream or channel crossings unless otherwise specified. These structures will be included in the measurement and payment for fence as stated above.

No separate payment will be made for termination or connection of existing fences.

**FENCING PLANS CAN BE REVIEWED AT THE FOLLOWING LOCATION:**

**Morrison-ShIPLEY Engineers, Inc.  
2407 SE Cottonwood Street  
Bentonville, AR 72712  
(479) 273-2209**

**Construct 5,620 L.F. of 5-Strand Barb Wire Fence**

**Construct 358 L.F. of Wood Fence**

**Construct 57 L.F. of Wood Fence Cedar**

**Construct 1,351 L.F. of Pipe Fence**

**Relocate 491 L.F. of Metal Panel Fence**

**Relocate 2 each Gates**

**Construct 1 each 16’ Vehicle Gate**

**Construct 41 each “H” Braces (Incl. 4” Steel Posts, Concrete, Wire)**

**TOTAL BID FOR THE ABOVE \$\_\_\_\_\_**

**NOTE: The below bid item may be done in-house by the County.**

**Bid for Seeding, Fertilizing and Mulching 9 acres \$\_\_\_\_\_**

**5% Bid Bond applies for this project.**

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

Benton County  
RFB/RFP- "Windmill Road Fencing Project Bid"  
Section H: Statement of No 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/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 these proposal documents.