

NOTICE TO BIDDERS

BID NO. SC-1602

In accordance with Title §14-22-101 of the Arkansas Code, notice is hereby given that the Sebastian County Judge will receive sealed proposals at the Purchasing Department, 35 South 6th Street, Room 106, Fort Smith, Arkansas 72901, until 2:30 p.m. on the 18th day of August, 2016, at which time proposals will be publicly opened and read at the Purchasing Department.

Proposals will be taken for an **Fort Smith Courthouse Exterior Wall Cleaning** for Sebastian County. Specifications will be presented during the Pre-Bid Meeting, scheduled at 2 p.m. on the 11th day of August, 2016, at the Fort Smith Courthouse, 35 S 6th St, Fort Smith, AR 72901.

Additional information can be obtained by contacting the Sebastian County Purchasing Department via email at purchasing@co.sebastian.ar.us, by mail at Purchasing Department, 35 South 6th Street, Room 106, Fort Smith, Arkansas 72901, or by visiting the County website at www.sebastiancountyar.gov. Proposals must, in all matters, comply with the laws of the State of Arkansas. Small businesses, as well as minority or women's businesses, are encouraged to participate in this process. The County Judge reserves the right to reject any or all proposals, waive any formalities, or to accept any proposal deemed most advantageous to the County.

Charity Gregory
Purchasing/Facilities Administrator
Sebastian County, Arkansas

For the Times Record:
Legal notice. Publish on July 24, 2016 and July 31, 2016

Return proof with statement no later than August 7, 2016

To:
David Hudson, County Judge
Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901

Sebastian County Judge
Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901
(479) 784-1502 Fax (479) 784-1550

July 21, 2016

Notice To: Qualified Bidders

Subject: Request for Proposal, Bid Number SC-1602

Sebastian County is interested in receiving sealed written proposals for furnishing the products/services specified in the attached Request for Proposal (RFP). Complete details, regarding the products and/or services required by the County and instructions for participating in the bid process, are included in the attached bid package.

Bids must be received by the time and date indicated in the RFP. Bids received after the time and date set for opening will not be considered.

Bidders who do not wish to submit bids must submit a "No Bid" to continue to be eligible for retention on the Bid List. The Bid List is periodically reviewed and bidders, who have not responded to proposal requests, are deleted.

If you are interested in submitting a bid, please be sure that the requirements of the RFP are completed, since failure to meet the requirements could cause your bid to be rejected.

Any questions regarding the Bid Invitation should be directed to the Purchasing Department in writing at 35 South 6th Street, Room 106, Fort Smith, AR 72901 or purchasing@co.sebastian.ar.us.

Charity Gregory
Purchasing/Facilities Administrator
Sebastian County

Attachment: RF

REQUEST FOR PROPOSAL

Sebastian County, Arkansas

COVER SHEET

SECTION I

Bid Number: SC-1602

Title: Ft. Smith Courthouse Exterior Wall Cleaning

Pre-bid Meeting: Date: August 11, 2016
Time: 2:00 p.m.
Place: Sebastian County Courthouse
35 South 6th Street, Room 204
Fort Smith, Arkansas

Opening: Date: August 18, 2016
Time: 2:30 p.m.
Place: Sebastian County Courthouse
35 South 6th Street, Room 204
Fort Smith, Arkansas

Mail Sealed Proposals To: Sebastian County Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901

On Outside of Proposal Show: (1) Return Address
(2) Bid Opening Date
(3) Bid Number and Title

Bidder Must Complete the Following Information:

Name of Bidder: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

Instructions:

- (1) Unit prices and extensions are required on proposal form
- (2) **Return *three* copies of entire Request for Proposal (One must be original)**
- (3) Proposals must be signed to be accepted
- (4) Any trade discounts should be deducted and net prices shown
- (5) Bidder must guarantee product(s) offered will meet or exceed specifications contained in this Request for Proposal
- (6) Bidding procedures will be in compliance with Arkansas Laws
- (7) **Quote:** F.O.B. destination
- (8) **Terms:** Net 30 days

PROPOSAL FORM

BID No. SC-1602

SECTION II

We, the undersigned, agree to furnish the products and/or services indicated below, in accordance with the specifications and conditions contained herein, at the bid price shown.

It is expressly agreed and understood by and between the parties hereto, and is made a condition precedent to the entering into of any purchase or lease to own agreement resulting from this invitation to bid, that the County Judge, Sebastian County, shall determine any and all questions or disputes which may arise concerning conformity to the specifications, conditions, and proposals; the quantity, suitability, and acceptability of all items to be furnished hereunder; and his decision as to such matters shall be final, binding, and conclusive upon the parties hereto.

That this Request for Proposal and proposals submitted hereunder shall be governed by the laws of the State of Arkansas.

We, the undersigned, affirm that this proposal is made on behalf of the undersigned, and is made without collusion on the part of any person, firm or corporation; and that the conditions and other provisions have been carefully examined and are agreed to.

Description	Price
Cost for Exterior Wall Cleaning	\$ _____
Tax	\$ _____
Total	\$ _____

Written Amount: \$ _____

Amounts shall be in both written form and figures. In case of a discrepancy between the written amount and the figures, the written amount will govern.

Exceptions to specifications: NO _____ YES _____ (Attach itemized list)

From: _____ Signature: _____

Date: _____ Title: _____

1. Proposals must be received no later than the date and time set for bid opening. **Proposals shall be in a sealed envelope clearly marked with the RFP number on the outside or it will not be considered.** Telegraphic, fax, or email proposals sent directly to Sebastian County offices will not be considered. Companies must submit one (1) original and two (2) copies of their proposals in order to be considered.
2. Proposals may be withdrawn, modified or corrected by the bidder after it has been submitted, provided a written request to do so is filed with the County Judge prior to the time set for opening the bid. Telegrams or letters received prior to the time set for opening the proposals will be accepted and attached to the unopened proposal, and the proposal will be considered withdrawn, modified, corrected, or otherwise changed accordingly. **No proposal may be withdrawn, modified, corrected, or otherwise changed after the time set for opening the proposals.**
3. **Proposals must be signed to be accepted.** Signature must be that of the individual authorized to obligate the bidder whom is submitting the proposal.
4. Specifications are designed to describe the type and quality of the product/services desired by the County. They are not intended to restrict bidding on any like product/service of equal or higher quality. Any exceptions to the specifications must be noted on a separate sheet by reference to the item number in the specifications where the exception is taken. If no exceptions are submitted with the Proposal, and accepted by the County, bidders will be expected to comply with the specifications. Products and/or services will be inspected for compliance prior to acceptance. The County shall determine the equivalency of any proposed substitutes.
5. The County will not reimburse the Company's costs incurred in the preparation and submission of proposals. All proposals shall become the property of the County upon submission. The County reserves the right to negotiate commission rates from the selected qualified companies, subsequent to the submission of proposals, in accordance with the established contractual guidelines of Sebastian County, Arkansas.
6. Proposals shall be submitted on 8 ½ x 11 inch paper, which shall include this form. The proposal should follow the format laid out under Item 8. Submissions should be limited to a maximum of 15 pages, with all required attachments included. Binders, brochures, and materials in this RFP are neither requested nor desired. Please do not submit these with your proposal. If additional information is required, the County will request it after review of the proposals.
7. The Company should submit a base proposal in the manner specified, but may also propose other financial options to the County, either as additions or alternates to the base proposal. Such additional offerings should be clearly identified. The county prefers that the Company's response to the RFP be submitted in same item (paragraph) sequence as the proposal – using the same item (paragraph) numbers for reference.
8. Proposals will be evaluated based upon compliance with the specifications, proposal price, applicability, and suitability of the product/services being offered. Product and vendor reliability, warranty, delivery time, and such other factors deemed appropriate will also be considered to assure the County receives a quality product most advantageous to the county. Assignment of any part or all of payments to a separate vendor accruing under contracts or purchase agreements resulting from this Invitation to Bid will not be authorized. Payment shall only be made to the Contractor or vendor with whom the order is placed.
9. The contents of the RFP will be incorporated into the final Contract documents. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified, unless such modifying term, conditions, or covenants are in writing and are signed by the Company and the agent of Sebastian County. Due

to the anticipated complexities of this contract relationship, the County reserves the right to negotiate final terms and conditions with the Company(s) submitting proposals.

10. The contract awarded in response to the RFP (the "Contract") may be terminated without cause by Sebastian County, by giving the other party not less than 30 days written notice of intent to terminate as of the date specified. The Contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be void and of no effect.
11. Companies are cautioned that the County is not obligated to ask for or accept data that is essential for a complete and thorough evaluation of the proposal after the opening date. The County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible. Any ambiguity in any proposal, as the result of omission, error, lack of clarity, or noncompliance by the Company with specification, instructions, and all conditions of the Request for Proposal, shall be construed in the light most favorable to the County.
12. Bid bonds are required.
13. The Company will be required to furnish, for the life of the Contract, a Performance Bond in a form satisfactory to the County and issued by a surety company authorized to do business in the State of Arkansas, in the amount of the contract. An original and one (1) copy of the bond must be furnished at the time of Contract execution.
14. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the RFP. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance(s) must be provided to the County.
 - a. Workers Compensation, as required by the State of Arkansas.
 - b. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
 - c. Commercial Blanket Bond Coverage (theft/fraud by employees) in amounts specified under the contract for work at the facility prior to the signing of the contract.
 - d. Minimum shall be in the total amount of the contract.
15. The responding Company shall perform according to the terms and conditions as stated herein and according to the highest standards and professional practices. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP and shall be grounds for immediate termination of the contract. A review meeting will be called between the Company and the County when documented instances of poor performance occur. A plan for corrective action, agreeable to both parties, will be drafted and implemented. Sebastian County retains the absolute right to assess whether and when performance is subsequently acceptable.
16. Prices quoted will be considered net prices, unless otherwise stated by the bidder in the proposal. Proposal prices must remain firm for 60 days, unless otherwise stated in the specifications.
17. The County is exempt from Federal Excise Taxes and such taxes shall not be included in the proposal price. An exemption certificate will be furnished where required.
18. State and Local Sales Taxes shall be stated as a separate item and shall not be included in the proposal price of the product/services being proposed. If no taxes are so stated, the County will assume that any taxes due have been included in the price quoted and no additional taxes will

subsequently be added to the proposal price. The County is Sales Tax Exempt on motor vehicle purchases.

19. The Company will be responsible for collection and payment of all required taxes (local, state, federal) relating to its operation. Sebastian County is prohibited by ordinance from awarding contracts to companies that are delinquent in paying Sebastian County property taxes. If the Company business address is within Sebastian County, proof of payment of real and personal property taxes due in 2014 must be submitted with the proposal or it can be disqualified.
20. It shall be understood and agreed that any material or product purchased under this proposal shall be new and in first class condition unless otherwise stated in or required by the bid invitation.
21. **Warranty:** The Company shall provide a one-year material and labor warranty.
22. After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential, provided such material is clearly marked by the Company prior to submission of the RFP; however, net cost information may not be confidential.
23. The Company shall indemnify and hold harmless Sebastian County, its officers and employees, from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract or the provision of services under the Contract.
24. The required services are to commence not later than a date to be agreed upon by and between Sebastian County and the Company. The Company is expected to work in a cooperative and coordinated manner with County personnel to ensure proper working operations are maintained for the duration of the project.
25. The Company agrees that Sebastian County or any of its duly authorized representatives shall, at any time during the term of this Contract, have access to and the right to audit and examine any pertinent records of the Company related to this Contract. Company shall keep such records for a period of not less than five (5) years from the date the records are made, unless the County authorizes their earlier disposition. Company agrees to refund to the County any underpayments or overcharges disclosed by any such audit or to take other corrective action as may be required.
26. The Company will obtain and maintain, at its expense and in its name, all necessary licenses and permits required to perform the services described herein.
27. The Company will assume full responsibility for any damage to the County's equipment or premises caused by the negligent or intentional acts of omissions for the Company's employees, agents, or officers, exempt ordinary wear and tear.
28. The name, mailing address, and telephone number of the Company's authorized agent, with authority to bind the firm with respect to questions concerning the Company's proposal, must be clearly stated in the proposal. An authorized officer of the Company must sign the proposal and/or the letter, which transmits the proposal to the County.
29. The County is committed to Equal Opportunity. Therefore, the Company employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State law. The Company must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employees or applicant for employment because of race, color, creed, religion, national origin, sex, age, disability, marital status, or participation of a legally protected activity.
30. All questions or requests for clarification shall be submitted in writing via email at purchasing@co.sebastian.ar.us or mail at 35 South 6th Street Room 106, Fort Smith, AR 72901,

ATTN: Purchasing Department. No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. 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 RFP made or given prior to the award of the contract.

31. The Company(s) must acknowledge receipt of amendments by letter, telegram, or fax within 48 hours of receipt. Failure to provide such acknowledgment may be grounds for disqualification.
32. The County Judge reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary. Award will be made to the Company whose proposal conforms to the RFP and, in the sole judgment of the County, will be most advantageous to Sebastian County.



Specifications

1. Introduction:

Sebastian County, Arkansas requests proposals from parties interested in cleaning and sealing the exterior walls and all entrances of the Fort Smith Courthouse located at 35 South 6th Street, Fort Smith, Arkansas.

2. Scope of Work:

- A. The contractor shall provide all necessary man lifts, swings, barricades, and safety equipment needed to access the work areas.
- B. The contractor shall use medium pressure hot water cleaning methods to remove stains and contaminants from exterior limestone veneer.
- C. Chemical cleaners manufactured by Prosoco, or equivalent, shall be used as directed per manufactures recommendations to remove stains at heavily soiled areas. The County shall determine what is approved as an equivalent.
- D. The contractor shall inspect the mortar joints in the limestone veneer for holes, cracks, voids, etc. and miscellaneous tuck/point with new mortar to match/blend as close as possible.
- E. The contractor shall inspect all window sill to limestone transition joints for damaged or deteriorated mortar.
- F. The contractor shall clean, prep, and seal the above stated transition joints with urethane sealant to match the adjacent mortar.
- G. The contractor shall apply a clear sealer manufactured by Prosoco, or equivalent, at the exterior limestone veneer of the building to reduce water absorption into the limestone.
- H. ****Prior to initiating work the contractor shall contact a representative of the chosen chemical to perform test areas and determine the most effective chemical cleans and sealer to achieve the best results.
- I. ****Prior to initiating work the contractor shall test the PSI on an inconspicuous part of the building to be approved by the County.
- J. Contractor shall provide the County with a warranty for the work to be free from defects in material and/or workmanship for a period of two years of substantial completion.

3. Condition of the Building:

The building is suffering from substantial staining due to biological growth, drip tracing, and pollutants.

4. Purpose of the work:

The purpose of this project is to remove all biological growth (i.e. algae, lichen and fungi), as well as pollutants.

5. Contractor Qualifications:

The contractor shall have adequate experience in this field and provide trained workers and a job superintendent. All work shall be performed in a neat, professional, and thorough manner.

6. Contractor Requirements:

The contractor is to safely remove all biological growth (i.e. algae, lichen, fungus), as well as pollutants. To avoid surface damage, this shall be accomplished by applying nontoxic, approved chemicals to the surfaces by approved treatment methods, using a process of application not to exceed 50 PSI. The same surface will then be rinsed with water, using no more than 300 PSI at any time on any wall. **To ensure that the 300 PSI is observed, the contractor shall not have any hoses that exceed a maximum rating of 600 PSI at the building site.** The expected result will be a clean, streak-free, surface with no residue of biological growth, pollutants, or chemicals. The contractor shall dispose of all residue and other work related refuse, at their expense, from the jobsite at the end of each workday. All work is to be conducted on Saturdays and Sundays.

7. Equipment:

The contractor shall provide adequate equipment to ensure that work proceeds with minimal delays, as time is of the essence. Whenever possible, motorized boom lifts will be utilized.

8. Submittal Requirements:

- A. Company experience:
 - a. Submit a written overview of your company and its ability to perform this project.
 - b. Submit a total dollar amount of this type of work performed by your company in the past five (5) years.

- B. Supervisory Experience: Submit a resume for the project supervisor.

- C. Equipment: Submit a detailed description of the equipment that will be required, which includes items such as boom lifts, scaffoldings, etc.

- D. Chemicals: Submit MSDS sheets on all chemicals to be used.

- E. Schedule: Submit an outline of the projected start-up date, schedule of the work and completion date.

Contact Person

Questions should be in **writing** and directed to representative listed below.

Charity Gregory
Purchasing/Facilities Administrator
35 South 6th Street Room 106
Fort Smith, Arkansas 72901
purchasing@co.sebastian.ar.us

Sebastian County Arkansas reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein.

