

1. INTRODUCTION

1.1 INTRODUCTION

This is a Request for Bid (RFB). The format of this document must be followed throughout.

1.2 GENERAL INFORMATION

Where the term “City” is used in the Request for Bid, (RFB), it shall refer to the City of Springdale, Arkansas. The laws of Arkansas shall apply and control any contract that is awarded.

1.3 PURPOSE AND SCOPE OF THIS BID

The Springdale Public Works Department is now accepting bids on Roof Repair of Sign Shop Building at Public Works. This building is being used by the Springdale Public Works Department.

2. INSTRUCTIONS TO VENDORS

2.1 INTERPRETATION TO VENDOR

A prospective vendor, who is in doubt as to the meaning of any part of the Bid or any addenda thereto, may submit to the Springdale Public Works Department a written request for interpretation. Such requests should be addressed to:

Sam Goade
Public Works Director
269 E. Randall Wobbe Lane
Springdale, Arkansas 72764

Any such interpretation will be made by written addendum. The Springdale Public Works Department will not be responsible for any explanation or interpretation of proposed documents other than by such written addendum. Any addenda will be acknowledged in the proposal and will become a part of the Request for Bid. Failure to acknowledge in the proposal all addenda issued may constitute grounds for rejection of that proposal.

2.2 PROPOSALS

The vendor's response to Springdale Public Works Department's Request for Bid should include one set of copy ready original documents plus four (4) copies.

All bids should be irrevocable for sixty (60) days after the time for bid opening. All responses must follow the exact numerical sequence of the RFB and be referenced by the paragraph number.

2.3 SIGNATURE ON BIDS

Each bid must be signed in ink and include the full business address of the vendor. Bids signed by partnerships must be signed in the partnership name by one or more of the general partners. Bids by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the bid. The names and titles of all persons signing shall be typed or printed below their signatures.

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2.4 SUBMITTAL OF BIDS

All bids shall be sealed and clearly marked on the outside with Bid Number 2015-010, and addressed to:

City of Springdale Administration
201 Spring Street
Springdale, Arkansas 72764
Attn: Denise Pearce, City Clerk/Treasurer

All bids, whether mailed or hand delivered, must be **received by the City Clerk/Treasurer at the above address no later than 2:00 pm on Thursday, November 19, 2015.** This shall be the official bid closing date and time. Method of delivery is at the sole discretion and risk of the vendor. Vendors mailing their bids should allow sufficient time to insure receipt of their bids by the time specified. The vendor's response should include one set of copy ready original documents plus four (4) copies.

Bids will be opened at **2:00 pm on Thursday, November 19, 2015** at 201 Spring Street, Springdale, Arkansas.

2.5 ERRORS IN BIDS

Each vendor must carefully examine his bid prior to submission. Failure to do so is at the vendor's risk. He is responsible for any errors therein. Claim of oversight is not a basis for allowing withdrawal of a bid after opening. There shall be no erasures in any bids. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the vendor's initials and date.

2.6 WITHDRAWAL OF BIDS

Bids may be withdrawn any time prior to the time for the bid opening.

2.7 VENDOR CONTACTS AND COSTS

The vendor shall supply Springdale Public Works Department with the name, address, and phone number of individual(s) to whom questions and inquiries regarding the bid are to be directed.

2.7.1 Springdale Public Works Department is not liable for any cost incurred by vendor in the preparation of bids.

2.8 RESPONSE MATERIAL OWNERSHIP

All material submitted in response to this Request for Bid becomes property of Springdale Public Works Department.

2.9 EVALUATION OF BIDS

Springdale Public Works Department will evaluate each bid to determine which is the lowest responsible bid taking into consideration all relevant facts including, without limitation, quality, time of performance, probability of performance, and location. Final selection may be made with the approval of the Mayor and/or City Council of the City of Springdale, Arkansas.

Bids will be evaluated according to the following criteria:

2.9.1 Overall completeness, clarity and quality of the bid with regard to the information required by the RFB, as well as compliance with the terms, conditions and other provisions within the RFB.

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- 2.9.2 Overall ability of the vendor's proposed equipment to completely satisfy Springdale Public Works Department's requirements and capabilities as set forth in the Request for Bid.
- 2.9.3 Time schedule for performance of work.
- 2.9.4 All pricing information submitted in response to this RFB.
- 2.9.5 Vendor's previous background and experience relevant to the scope of this RFB.

2.10 ACCEPTANCE OR REJECTION OF BIDS

Springdale Public Works Department reserves the right to waive informalities and to accept or Reject any bid submitted.

Each vendor must comply with the requirements contained in the Request for Bid. Deviation from the requirements may result in rejection of a bid.

Non-acceptance of any bid will not imply any criticism of the bid or convey an indication that the proposed work was deficient.

2.11 NEGOTIATION OF BIDS

The vendor is advised that under the terms of this RFB, Springdale Public Works Department reserves the right to conduct negotiations with the vendor that presents the one bid determined lowest and most responsible by Springdale Public Works Department after initial review of the responses received to this RFB. If such negotiations are conducted, the following conditions shall apply.

- 2.11.1 Only the terms, conditions, and offers in the vendor's original bid shall be subject to negotiations. The requirements of the RFB shall remain the same.
- 2.11.2 If Springdale Public Works Department is unable to negotiate to an acceptable conclusion, Springdale Public Works Department reserves the right to negotiate with the vendor determined by Springdale Public Works Department to have presented the second lowest and responsible bid.
- 2.11.3 If multiple bids are determined to be too close to justify negotiations with only one vendor, concurrent negotiations with more than one vendor may be held at Springdale Public Works Department's discretion.

Vendors are cautioned that Springdale Public Works Department is under no obligation whatsoever to conduct negotiations with any or all vendors, and reserves the right to award a contract based upon the technically lowest and most responsible bid received without modifications or clarifications.

2.12 CONTRACT REQUIREMENTS

Springdale Public Works Department reserves the right to award a contract in whole or in part on any bid. Contracts will be awarded to those vendors whose bids are determined to be the most advantageous to Springdale Public Works Department. Awarding of contract may be made without discussion after bids are received. The contents of the bids of the successful vendors will become contractual obligations in any ensuing contract.

3. GENERAL CONDITIONS

3.1 PERFORMANCE GUARANTEE

In the event the repair work does not perform in compliance with the specifications stated in the vendor's bid, the vendor agrees to, in a timely and expeditious manner, to supply the additional repair work necessary to meet the specifications and requirements stated herein at no additional cost to Springdale Public Works Department.

3.3 VENDOR RESPONSIBILITY AS PRIME CONTRACTOR

If a vendor's bid includes equipment marketed by other vendors and the vendor proposes to supply that equipment to Springdale Public Works Department, then the proposing vendor shall:

- 3.3.1 Act as prime contractor for procurement and maintenance of the equipment.
- 3.3.2 Be the sole point of contact with regard to contractual agreements, including payment of any and all charges resulting from the acquisition of the equipment.
- 3.3.3 Be responsible for ensuring that all equipment included in the bid (whether supplied by said vendor or obtained in part or whole from other manufacturers and/or vendors) satisfies the specifications and requirements as set forth in said vendor's response to this Bid.

3.4 TAXES

Springdale Public Works Department is not exempt from state and local taxes.

3.5 SUBCONTRACTORS

Vendor declares that all interested principals are named herein; no other person or firm has any interest in the bid or contract to be entered into; that this bid is made without collusion with any other person, company, or party, submitting a bid.

4. STANDARD TERMS AND CONDITIONS

Listed below are Springdale Public Works Department's Standard Purchase Order Terms and Conditions which will be included as part of any contract as a result of this Purchase. Any conditions duplicating or contrary to the terms stated in this section shall supersede and take precedence over said terms.

4.1 ACCEPTANCE

Acceptance of this Purchase Order, whether by written acknowledgment or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on the Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.

4.2 INVOICES

Each invoice shall be itemized and shall show terms, discounts, date of shipment, and Purchase Order Number.

4.3 DELIVERY

Unless otherwise expressly provided, the Seller shall be obligated to make delivery to Buyer's premises, free of all freight, transportation, drayage, boxing, and similar charges, which shall be prepaid for account of Seller, unless otherwise stated in writing by Buyer.

4.4 CANCELLATION

Buyer reserves the right to cancel all or any part of the undelivered portion of this Purchase Order if Seller does not make deliveries specified, time being of the essence of this contract, or if Seller breaches any of the terms hereof, including without limitation, the warranties of Seller.

4.5 DECLINE IN PRICES

Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline for items ordered, Seller may elect to meet price reductions of other vendors or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.

4.6 FORCE MAJEURE

Seller shall not be liable for any delay or failure to deliver any or all of the goods covered by this Bid in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm, or any act of God, failure of crops or supplies, delays of common carriers, embargoes, or other causes beyond Buyer's control if they render it impracticable for Buyer to receive or use the goods on a timely basis. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use because of any of the aforementioned causes. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.

4.7 GUARANTEE

Seller warrants that all articles and services covered by this Bid will conform to drawings, specifications, or samples and will be merchantable and of good material and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges, both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.

4.8 ASSIGNMENT

Neither party shall assign or transfer this Bid without the written consent of the other.

4.9 INDEMNITY

Seller warrants that goods furnished under this Bid do not infringe any patent, trademark, or trade name, or copyright and agrees to indemnify and save harmless Buyer or its vendees from any and all claims, suits, liabilities, damages, losses, or expenses incurred by Buyer or its vendees by reason of any alleged infringement of any such rights.

4.10 INSOLVENCY

If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be canceled at Buyer's option without liability.

4.11 TAXES

Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Bid, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.

4.12 PURCHASE ORDER

The Purchase Order shall be governed by the laws of the State of Arkansas.

5. BID ORGANIZATION

The **vendor's bid should only include and be organized** in the following sequence. Response to all questions and requested information within the RFB. Responses to those articles which require further explanation must reference the corresponding section and item number.

Item 1: Roof Repair on Sign Shop at Public Works	(Section 6)
Item 2: Bid Form	(Section 8)
Item 3: Exception Addendum	(Section 9)
Item 4: Vendor Authorization Form	(Section 10)

Each vendor's bids should be submitted along with four (4) copies marked as follows "BID #2015-010 Roof Repair on Sign Shop Building at Public Works".

Proposals must be valid for no less than sixty (60) days following the proposal opening.

Proposals should be prepared simply and economically. There is no intent to limit the content of any proposal; therefore, any additional information deemed necessary to present a better understanding of the proposed equipment will be accepted.

Alternates will be considered provided each Supplier clearly states what he proposes to furnish on the "EXCEPTIONS ADDENDUM" (Section 9) attach to the bid proposal form and forwards necessary descriptive materials which will clearly indicate the character of the article covered by his bid. All bids are subject to Staff analysis.

6. TECHNICAL SPECIFICATIONS

It is the purpose of the following specifications to describe in sufficient detail to secure bids for **Roof Repair on Sign Shop Building at Public Works**

6.01 **GENERAL:**

- a. This specification describes **Roof Repair on Sign Shop Building at Public Works**.
- b. The **Roof Repair on Sign Shop Building at Public Works** is to be used by the Springdale Public Works Department. All parts and attachments not specifically mentioned but necessary to furnish complete repair shall be included.

The equipment specifications associated with the Roof Repair on Sign Shop Building at Public Works are attached as follows:

- 6.02 Set required safety equipment for the project.
- 6.03 Set up safety barricade on ground where materials are to be stocked.
- 6.04 Replace existing flush skylight panels with new metal panel to accept new roofing.
- 6.05 Loose lay one layer of EPS flute filler insulation.
- 6.06 Mechanically attach a white 50 mil Durolast as per manufacturer's specifications.
- 6.07 Flash all penetrations as per manufacturer's details.
- 6.08 Install new wood blocking at the perimeters to accept new insulation height.
- 6.09 Install new edge metal at eve locations.
- 6.10 Install new two piece compression metal at outside edge of rakes.
- 6.11 Haul away all trash and debris to an approved landfill.

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Note: Bid shall be for the repair as shown in the respective repair specifications. Optional repair are to be shown in Section 6.12 and shall be bid separately.

6.12 OPTIONAL EQUIPMENT:

1. The bidder shall list any optional equipment to be included in the bid and shall be shown separately from the base bid for the standard equipment.
2. Install new 24 gauge pre-finished gutter and downspouts.

6.12 WARRANTY:

- a. The Roof Repair on Sign Shop Building at Public Works shall have a minimum warranty of two years for defects in workmanship.
- b. The warranty shall include a 14 year NDL manufacturer's warranty and consequential damage policy.
- c. Parts and service for the Roof Repair on Sign Shop Building at Public Works shall be from a local distributor.

7. DELIVERY

- 7.1 All equipment shall be delivered F.O.B. Springdale Public Works Department.
- 7.2 Delivery date on all equipment must be acceptable for bid to be accepted.

8. BID FORM

All cost of the RFB should be included in this section, Optional features may be offered but Springdale Public Works Department cannot consider any options/prices not submitted with vendors bid. Except as may be modified by the Exceptions Addendum attached hereto (section 9), the undersigned bidder proposes and agree to furnish by **Delivery date** _____.

Roof Repair on Sign Shop Building at Public Works (Standard Equipment)	\$ _____
1. Option _____	\$ _____
2. Option _____	\$ _____
3. Option _____	\$ _____
3. Option _____	\$ _____

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9. EXCEPTION ADDENDUM

The following Addendum, to be completed in full compliance with the provisions of the Specifications of the Bid, shall constitute all the exceptions which the undersigned bidder has taken to the Specifications of this Bid; in every other respect the bids herewith submitted are made in full conformity with the specifications of the Bid:

Date _____

Bidder (Organization Name)

Authorized Representative

10. VENDOR AUTHORIZATION FORM

TO: SPRINGDALE PUBLIC WORKS DEPARTMENT, ARKANSAS

The undersigned propose to meet or exceed all specifications as outlined in this Request for Bid, and any addendum.

The vendor's name, signature and title of an authorized agent of the vendor duly empowered to enter into and make binding agreements on vendor's behalf are executed below.

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE NUMBER: _____

Signature: _____

Date: _____

Name: _____

Title: _____
(Print authorized name or agent or sales rep)

Signature: _____

Date: _____

Name: _____

Title: _____
(Print authorized name or agent or sales rep)