



## BENTON COUNTY ROAD DEPARTMENT-UTILITY EXCAVATOR

**RFB Issue/Ad Date(s):** October 18, 2020

**RFB Issuing Office:** Benton County Government

**Properties Representative:** Terry Lewis  
Office Phone: 479-464-6168  
Fax: 479-271-1748  
E-mail: [terry.lewis@bentoncountyar.gov](mailto:terry.lewis@bentoncountyar.gov)

**USPS Mail Address:  
(or hand-deliver)** Benton County Administration Building  
Properties Office  
215 E. Central Ave., Ste. 304  
Bentonville, AR 72712  
Attention: Terry Lewis

**Bid Due / Deadline:** November 3, 2020 @ 3:00pm local time  
**Bid Opening via Zoom** November 4, 2020 @ 2:00pm local time

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.

RFB's shall be submitted in sealed envelopes labeled: **2020 Utility Excavator** with the name and address of the Bidder.

RFB's shall be submitted in accordance with the attached Benton County specifications 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

Benton County, Arkansas is requesting bids for (2) Graders, (1) Compact Track Loader, and (1) Utility Excavator. To be considered, bid must be received at the Benton County Administration Building, 215 East Central, Ste. 304, Bentonville, Arkansas before November 3, 2020 @ 3:00 pm (local time). Bid opening will be November 4, 2020 @ 2:00 pm (local time) via Zoom meeting.

Forms and addendums can be downloaded from the County's web site at <https://bentoncountyar.gov/accounting/open-bids/>. All questions regarding the qualification process should be directed to 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 Marty McConnell @ 479-271-1052 or via email at [marty.mcconnell@bentoncountyar.gov](mailto:marty.mcconnell@bentoncountyar.gov).

Bidders 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 Dates: October 18, 2020

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**1. SUBMISSION OF A BID:**

- A. Please submit (1) electronically (CD or USB flash drive) in addition to one (1) hard copy. Please submit your documents on a properly labeled CD or USB flash drive. 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.
- B. Bids 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. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- C. Bidders shall submit a bid based on documentation published by Benton County.
- D. Bids shall be enclosed in sealed envelopes or packages addressed to Benton County, 215 East Central, Room 304, 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.
- E. Bids must follow the format of the RFB. Bidders should structure their responses to follow the sequence of the RFB.
- F. Bidders shall have experience in work of the same or similar nature, and must provide references that will satisfy Benton County. Bidder may furnish a reference list, of clients for whom they have performed similar services and must provide information as requested in this document.
- G. Bidder is advised that exceptions to any of the terms contained in this RFB 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.
- H. Bids will need to be received by November 3, 2020 @ 3:00 pm (local time).

**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>Parameter</b>
1	Specialized experience and technical competence of the firm with respect to the type of professional services required.
2	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	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	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 or 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 BID OR MODIFICATIONS:**

- A. Bid and modifications received after the time set for the bid 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. Bidders should contact the County Properties office at (479) 464-6168 to ensure 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 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 bid 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 bid, agrees to the following: "Bidder certifies that his 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). 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:**

- A. Due to the County statutory tort immunity, it doesn't carry liability insurance for such claims. Accordingly, any contract entered into with the successful bidder/candidate may not include a clause in which the County agrees that it or its' officials or employees will indemnify the other party.
- B. 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 bid 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 period of time from the date of order as determined by Benton County.
- D. Any contract entered into with a successful bidder/candidate extending beyond the current budget year the County (which is the calendar year) is subject to non-appropriation. Accordingly, any contract entered into by the County must provide that in the event no funds or insufficient funds are appropriated for the continuation of the contract, the contract will end as of the last day for which funds were appropriated without penalty 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 Bidder intends to subcontract a portion of this work, the Bidder shall disclose such intent in the bid 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 bid 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 OR CONTRACT:**

A written agreement, in substantially the form attached, incorporating the RFB and the successful bid will be prepared by the Bidder, 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. Bidder 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 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 bid terms.
- F. Any inquiries or requests for explanation in regard to the County's requirements should be made promptly to Terry Lewis, Benton County, via e-mail at [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 Signature Page” 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 bid 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 a 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.
- M. All charges **should** be included on the Official Bid Sheet(s) which includes all associated costs (including but not limited to delivery, tax, freight, etc.) for the goods or services being bid.\*

**Section B: 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 \_\_\_\_\_

Please list local commercial and/or governmental references that you have previously performed similar contract services for within the past five (5) years:

- 1 Company Name: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
  
- 2 Company Name: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
  
- 3 Company Name: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
  
- 4 Company Name: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

## **SPECIFICATIONS**

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

### **Utility Excavator**

#### Basic Machine

- Cab Heat and Air
- Work Lights
- 24" Bucket
- Quick Coupler
- Hydraulic Thumb
- Auxiliary High Flow
- Steel Tracks with Rubber Inserts
- Minimum weight of 19,000 lbs.
- Diesel Engine not less the 65 HP
- 4-way backfill blade

#### Cab

- Enclosed with Heat and Air
- AM/FM Stereo
- High back cloth seat with suspension and full adjustability
- Information panel will be LCD multi-functional
- Must have top window with sun shade

#### Engine

- Diesel Engine not less than 65 HP

#### Bucket, Thumb, Coupler, and Blade

- 24" Bucket
- Hydraulic Thumb without Quick Couplers
- Mechanical Quick Coupler
- 4 Way Backfill Blade with Bolt on Cutting Edge

#### Hydraulic System

- Maximum Flow of not less than 26 GPM Primary and not less than 14 GPM Secondary
- Two Auxiliary Circuits on Secondary Boom-one for Thumb operation and one for High Flow, Breaker, Compactor use

## Tracks

- Steel Tracks with Bolt on Rubber Inserts for Street Use

## Delivery

- **Machine must be delivered within 45 days of bid being awarded.**

## BID SHEET

Description	Total
Utility Excavator (Please include a spec sheet for this product.)	

Please don't include tax in the above totals

Additional Pricing Notes:


**Section E: Statement of Disclosure & Contact Information**

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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 to be eligible for consideration.

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

<input type="checkbox"/>	<b>No Known Relationship Exists</b>
<input type="checkbox"/>	<b>Relationship Exists (Please Explain Below)</b>


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**Primary Contact information if different than signature page:**

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) so the County Selection Committee can contact for clarification or interview via telephone.

<b>Name of Primary Contact</b>	
<b>Phone #</b>	
<b>E-Mail Address</b>	

**Bid must be signed to be considered.**

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 and County Judge. The person that signs this form must be able to legally bind a contract for this firm.

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.

Date: \_\_\_\_\_ Signature: **X** \_\_\_\_\_

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

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

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

City, State, Zip: \_\_\_\_\_

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

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

\*Please submit (1) original bid and (1) one copy (CD or USB flash drive).