



INVITATION TO BID
CITY OF HOT SPRINGS, ARKANSAS
PURCHASING OFFICE
P O Box 6300, 71902; 324 Malvern Ave, 71901
Phone 501-321-6830 or 501-321-6822
Fax 501-321-6833
Purchasing@cityhs.net

Bid Number: 21-082

Bid Opening Time, Date & Location: 2:00 P.M. CT, MONDAY, DECEMBER 6, 2021
324 Malvern Ave 2nd Floor, Room 206, Hot Springs, Arkansas 71901

Bid Item: VEGETATION REMOVAL – TERM CONTRACT

Invitation to Bid Packet Contents

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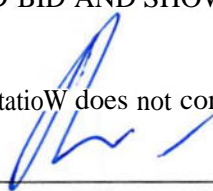
Representation & Certifications

Hazardous & Toxic Substances Disclosure Requirements

Bid Form/Supplemental Bid Forms

Sealed, written responses to this invitation must be received by the Purchasing Office, by mail, or in person, no later than the date and time and at the place shown above for consideration. Facsimile submissions are not acceptable. THE SEALED ENVELOPE, INCLUDING EXPRESS ENVELOPES, MUST BE IDENTIFIED AS A SEALED BID AND SHOW ITEM OR BID NUMBER.

This invitation does not constitute an order for the service/product named.



Dorethea Yates, Finance Director



Date

NOTICE TO BIDDERS

FAILURE TO FOLLOW INSTRUCTIONS AND REQUIREMENTS OF THIS INVITATION TO BID (ITB) MAY BE CAUSE FOR REJECTION OF BID.

PLEASE CHECK BID PACKET, BID AMOUNT CALCULATIONS, AND BID CONTAINER PRIOR TO SUBMISSION.

CORRECTIONS TO BID DOCUMENTS WILL NOT BE ALLOWED AFTER BIDS ARE OPENED.

INVITATION TO BID (ITB)
TERMS AND CONDITIONS OF BIDDING
BID #21-082 VEGETATION REMOVAL – TERM CONTRACT

*Bidders are responsible for reading and complying with the following
Terms and Conditions of Bidding and preparing bid responses accordingly.*

1. DEFINITIONS: The following words, terms, and phrases, when used in this document, shall have the following meaning.

Bidder means the individual, firm, partnership, or corporation offering a bid in response to this invitation to bid. The terms vendor and seller are synonymous with Bidder.

City means the City of Hot Springs, Arkansas, a municipal corporation and its authorized agents. The terms owner or buyer are synonymous with City.

Contractor means the individual, firm, partnership, or corporation to whom a contract or purchase order is awarded as a result of this invitation to bid.

ITB means an invitation to bid and includes the entire bid packet issued by the City for this procurement.

2. BID SUBMISSION REQUIREMENTS: All bids must be received in the City Purchasing Office on or before the bid opening date and time, regardless of delivery method. Please advise the City Purchasing Office immediately if you wish to submit a quotation but are unable to meet this requirement. Requests for extensions to the bid closing date, although not encouraged, will be considered with the proper justification and if received in writing at least one week prior to the established bid closing date. A non-response by the City of Hot Springs to a requested bid extension will indicate that the request has been denied. In this regard, the City reserves the right to postpone bid opening for cause or convenience. Bids shall be valid for a period of ninety (90) days after the bid opening date of this ITB.

In order to be considered “responsive,” the Bidder must submit a base bid signed by an authorized official of the Bidder and consisting of the following properly executed forms:

- Bid Form
- Statement of Compliance
- Statement of Requirement
- Contractor Representation and Certifications
- Hazardous and Toxic Substances Disclosure Requirement
- Federally Required Certifications (if required)

3. SEALED BID INSTRUCTIONS: Bids must be sealed in a bid container (envelope). It is mandatory for the Bidder to identify the envelope containing the bid as such and show the bid number and bid item. This applies to express delivery type envelopes, as well. When the Bidder’s proposal consists of more than one envelope or box, the Bidder must mark on the mailing label how many envelopes or boxes are contained in the bid. For example, “box 1 of 6.” The Bidder shall also identify the other boxes by the number of boxes and the City’s ITB number as found on the Invitation to Bid Cover Sheet. For example, “box 2 of 6 for ITB XXXXX.” Sealed bids will be accepted until the stated time (Central Time) on the bid opening date. Late bids will not be considered. Facsimile, electronic, telegraphic, or telephone bids are not acceptable.

4. STATEMENT OF COMPLIANCE: The Bidder shall review all attachments and instructions with care. Failure to make a complete review of all attachments and notes will not be deemed just cause for claims or errors. Any EXCEPTIONS to specifications, individual data sheets, drawings, terms, and conditions, or any other documents forming part of this ITB must be clearly defined and set forth in the Bidder’s response. To be considered for an award, the Bidder must certify to either A or B below. Include one of the following certifications in the quotation (form provided on page 17):

- A. Our bid is in exact accordance with the specifications, drawings, terms and conditions, and other requirements of this ITB with NO EXCEPTIONS.

OR

- B. Our bid is in exact accordance with the specifications, drawings, terms and conditions, and other requirements of this ITB with the EXCEPTIONS listed below.

5. GOVERNING TERMS AND CONDITIONS: The Bidder's quotation shall be submitted subject to the City's Terms and Conditions of Purchase (Contract Provisions). The Bidder's terms and conditions of sale will not be considered. The Bidder shall be deemed to have accepted the City's Terms and Conditions of Purchase unless the Bidder has noted specific exceptions thereto in the Bidder's proposal. Any exceptions not acceptable to the City shall be cause for rejection of the Bidder's proposal.

6. COMMUNICATIONS: Please direct your bid and all communications to:

**Olivia Thomason
Purchasing Office
City of Hot Springs
324 Malvern Ave
2nd Floor, Room 206
Hot Springs, AR 71901
Phone: (501) 321-6830
Fax: (501) 321-6833**

or **P O Box 6300
Hot Springs, AR 71902**

7. PRICING: Prices must be submitted on a firm, fixed-price basis. Contracts for certain goods and services that may contain an escalation clause are noted on the Statement of Insurance Requirements. Unit prices are to be extended and a total price is shown on all bids. If unit prices and extensions thereof do not coincide, the City will assume the price most favorable to the City to be the correct price. Bids not prepared properly may not be considered for evaluation. If Bidder wishes to quote lower unit prices for the award of groups of items, Bidder may do so as an alternate to Bidder's base bid. If applicable, Bidder is to include the impact to pricing for quantity additions and/or deletions.

8. TAX INFORMATION: The City is not exempt from sales tax. It is the vendor's responsibility to determine the taxing jurisdiction and remit sales taxes accordingly. The sales tax should be included in the bid as a cost of doing business just like any other cost but does not need to be stated separately. Total sales tax (state and local) is 9.5% in the City of Hot Springs, and 8% in Garland County, outside of the City limits. All cost calculations should also take the ceiling on local sales tax into consideration. Any unpaid sales tax is the liability of the vendor. Vendors outside the State of Arkansas must show their Arkansas sales tax permit number, if they have one, or indicate if they do not.

9. DELIVERY CHARGES: If freight charges are applicable, they should be included with the bid total. Freight charges cannot be added after the bid is opened. The earliest delivery time that can be accomplished should be shown, as delivery time may be a factor in awarding bid.

10. PRODUCTS: All products offered, unless otherwise specified, must be new and of the latest design and production. Products must be complete and ready to use or operate with all the normal and usual features and capabilities. If an "equal" is acceptable relative to a named brand and model, the Bidder proposing an equal must provide documentation of support that their product is equal. Equality must be in design, size, appearance, capability, performance, endurance, and lifetime. The City shall consider the vendor to have not completed its obligations until all literature (operators manual, instructions, service manuals, parts manuals, owner manual) that is normally provided with the product or has been asked for in the ITB has been received.

11. BID SPECIFICATIONS: The specifications included hereinafter are to be interpreted as meaning the minimum acceptable by the City. The use of a manufacturer's or vendor's name, trade name, brand name, catalog number, or other identifying reference or description is for the purpose of describing and establishing general quality levels only unless otherwise noted in the specifications. Such references are not intended to be restrictive. Bids will be considered for any product which meets or exceeds the quality described by the specifications.

All Water and Wastewater projects shall conform to the City of Hot Springs "Water and Wastewater, Standards and Specifications, Policies, and Procedures, Code," current edition, except as modified or augmented in these specifications. These standards may be referred to as the "City of Hot Springs Standard Specifications." These standards can be downloaded at <https://www.cityhs.net/134/Engineering>.

12. INSURANCE: Insurance requirements of the Bidder, if any, will be shown on the "Statement of Insurance Requirements." Certificates for those coverages checked must be provided with bid response.

13. ALTERNATE BIDS: The Bidder's base bid shall conform in all respects to applicable specifications, drawings, terms, and conditions or any other documents forming part of this ITB and shall include all costs to Bidder for the supply of material and/or equipment as specified. The Bidder's base bid must be in accordance with all notes, terms and conditions, and attachments to this ITB. At Bidder's option, the Bidder may supplement the basic quotation with an alternative quotation providing the following conditions are met:

- significant process, price, or delivery advantage is indicated, or
- a superior product is offered at a justifiably higher price or a product of equal quality at a lower price.

Alternative bids must state all deviations from the specifications. Alternative bids may or may not be considered by the City.

14. INSPECTION & TESTING: The City reserves the right to test or inspect proposed bid items in order to determine the lowest responsive bidder.

15. WARRANTIES: Guarantees and warranties (if any) should be attached as a part of the bid as they may be a consideration in determining the lowest responsive bidder and in awarding a bid or contract.

16. QUESTIONS AND CLARIFICATIONS: Any questions or requests for clarification concerning the bid or bid specifications may be made in person, by phone, by electronic mail, or in writing to the City of Hot Springs, Purchasing Office, PO Box 6300, Hot Springs, AR 71902; or 324 Malvern, Hot Springs, AR 71901, (501) 321-6830, or emailed to purchasing@Cityhs.net. Any such questions or requests must be submitted not less than 5 working days prior to the bid opening date. Should the question(s) pose substantial issues, the City may ask that they be submitted in writing. If such an inquiry results in a change in the bid or the specifications, such change will be put in writing, time permitting, and provided to all those who have received the bid request. This procedure shall be followed in order to ensure competitive fairness by providing all prospective bidders with the same information. Bidders should rely on written information (as opposed to verbal information) in preparing bids.

17. IDENTICAL BIDS: In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such Bidder or split in any proportion between the Bidders at the discretion of the City.

18. AMBIGUITY IN BID: Any ambiguity in any bid as the result of omission, error, lack of clarity, or noncompliance by the Bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City. An error in the extension of unit prices (unit price times quantity) may be corrected by the City utilizing a "unit prices govern" standard.

19. ADDITIONAL INFORMATION: All Bidders must be prepared to furnish additional information, within ten working days, as may be sought by the City to determine responsiveness.

20. TERMS OF PAYMENT: Bidder shall clearly state the proposed terms of payment if different from the City's preference. The City's preferred term of payment is Net 30 Days. Discount terms will be accepted. Progress payments will be considered if tied to specific milestones.

21. BID HANDLING PROCEDURE: Bids will be opened and the dollar amount read at the stated time. Bidders are welcome to attend the bid opening but such attendance is not required. All bid openings are open to the public. Bid tabulations and bid documents are available for public viewing and inspection once the City has prepared such tabulations. A bid award decision will not be made at the bid opening. The City staff will take the bids under consideration and evaluation and prepare a recommendation for presentation to the Board of Directors if required. In this regard, bid awards exceeding \$60,000 must be approved by the Board. Bids under \$60,000 may be awarded by the City Manager or his designee. Once a bid award is approved, the City will issue a purchase order. The City may not formally notify unsuccessful bidders.

22. BID AWARD AND PURCHASE ORDER: The City will award a bid based on the lowest responsive, responsible bid considering any other pertinent factors such as freight, delivery, transportation, etc., that might affect overall City cost. Upon award of a bid, the City will issue its purchase order to the successful bidder. This ITB and the "Terms and Conditions of Purchase" contained in this ITB (if included) will be considered a part of the purchase order. The purchase order shall be a binding agreement of supplier and buyer upon supplier signing and returning an acceptance copy of the purchase order without exception, or commencing performance of this purchase order, whichever occurs first.

23. BIDDER INDEBTEDNESS: Acceptance by the successful Bidder of an award from this bid request indicates that the successful Bidder is in no way currently indebted to the City, Garland County, or State of Arkansas and is in compliance with any and all applicable laws and ordinances thereof. Indebtedness to any of the above may be basis for no award and/or cancellation of any award. The successful Bidder may be required to obtain a City of Hot Springs business license.

24. PUBLIC INFORMATION: All bids, documents, correspondence, and material submitted to the City is considered public information and, as such, is subject to viewing and copying by the general public pursuant to the State of Arkansas Freedom of Information Act.

25. PROTEST PROCEDURE: Protest of bidding procedures, specifications, or bid/contract awards shall be made in accordance with the following procedures. Such protests may only be initiated by an authorized representative of a person, firm, or corporation who has a direct economic interest in the particular procurement in question.

1. **Protest Filing.** Any protest must be filed with the purchasing agent at the address specified in the bid specifications or quotation request for the receipt of bids or quotes. The protest must be in writing and describe in full detail the basis for the protest and the particular bid or quote in controversy. In order to meet the time frames enumerated hereinafter, a protest may be received in person, by U.S. mail, facsimile, or electronic means; provided, however, that facsimile or electronic filing shall be followed with documents bearing original signatures as soon as practical thereafter.
2. **Bid Specifications (Pre-Award).** Protest of bid specifications or bidding procedures must be received by the purchasing office no later than five (5) business days prior to the scheduled bid opening or quotation closure period. Protests received on the day of bid opening or quotation closure will not be considered.
3. **Award.** Protests of procurement decisions shall be filed by the protestant within five (5) business days of the award decision. Upon a determination of vendor selection from the bid process, a "Notice of Intent to Award" will be posted on the City's bid website. The purchasing agent, in consultation with the City Attorney and City Manager, shall have the authority to settle and resolve the protest. If the protest is not resolved by mutual agreement, the City Manager or his designee shall issue a decision in writing to the protestant within ten (10) business days after receipt of the protest stating the reasons for the action taken.

4. **Post-award protests and protest timelines.** All post-award protests shall be referred to the City Manager for action. Furthermore, the City Manager, at his/her discretion, may extend the protest timelines.
 5. **Stay of procurement award.** In the event of a timely protest pursuant to this section, the City shall not proceed with the solicitation or procurement until the protest is resolved by mutual agreement, the City Manager or his designee issues a final decision, the Board of Directors approves the procurement in controversy or a court decision is rendered if the controversy is filed in court. Provided, however, that the City may proceed with procurement in controversy if a written determination is made by the purchasing agent, in consultation with the City Attorney, that the items to be purchased are urgently required, the delivery or performance will be unduly delayed by failure to make the award promptly, or failure to make award will otherwise cause undue harm to the City.
 6. **Award notification.** Notification of procurement decisions shall be available as soon as such decisions are final. Bid or contract award recommendations to be considered by the Board of Directors shall whenever possible, also be available in the office of the City Clerk seven (7) calendar days prior to the Board of Directors' meeting at which the bid or contract award is scheduled for consideration. It is the responsibility of all bidders to make inquiries of the purchasing office regarding procurement decisions for the purpose of rendering protests.
 7. **Federal grants.** Protest of any procurement funded in whole or in part with federal grant funds may also be filed subsequently with the funding agency. The Department with primary oversight is responsible for a particular federal grant and shall ensure that federal agency bid protest procedures, if any, are made available and shall provide assistance in the administration of such agency protest procedures
26. **BIDDER TERMS:** Other terms or conditions prepared by Bidder may or may not be considered by the City in awarding the bid. The City reserves the right to accept or reject any Bidder's proposed terms and conditions or any part thereof.
27. **DISADVANTAGED BUSINESS ENTERPRISES:** The City of Hot Springs encourages the participation of Disadvantaged Business Enterprises, Minority-Owned Business Enterprises, and Women-Owned Business Enterprises (DBE/MBE/WBE) in its procurement process and seeks bids from such entities. Certification is necessary to be formally recognized as a DBE/MBE/WBE
28. **COLLUSION:** Submission of a signed bid shall constitute certification by the Bidder that its bid is being submitted without collusion or agreement with any competitor.
29. **FEDERALLY REQUIRED CLAUSES AND CERTIFICATIONS:** Bids for goods and services to be purchased with federal funding may require the submission of additional federally required clauses and certifications. If required, such certifications will be included in the bid forms sections of this ITB and so noted on the Statement of Compliance.
30. **THE CITY'S RIGHTS:** The City reserves the right to reject any or all bids, to waive minor irregularities and/or formalities as determined by the City, to award the bid by item or groups of items or in total, and/or to award the bid in the manner most advantageous to the City. The City reserves the right to purchase additional units at its discretion, within a reasonable time, at the bid unit price, upon the concurrence of the Bidder.
31. **ANTI-DISCRIMINATION:** The contracting party shall not discriminate on the basis of race, sex, color, national origin, gender, sexual orientation, gender identity, or disability.

TERMS AND CONDITIONS OF PURCHASE
(contract provisions)
BID #21-082 VEGETATION REMOVAL – TERM CONTRACT

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1. **SHIPMENT:** Partial shipments must be accompanied by identifying documents, but such shipments shall not be construed as making the obligations of Contractor severable. No charge will be allowed for packing, shipment, or handling unless stated in the Bid Documents. The Contractor shall pay for damaged goods resulting from improper packing or masking. Itemized packing lists must accompany each shipment. The City's count will be accepted as final and conclusive on shipments not accompanied by the Contractor's itemized packing list. If applicable, shipments shall be palletized to the maximum extent of palletization. Costs for palletizing are included in the purchase price. All goods received in excess of the Bid requirements will be subject to return for credit at the Contractor's expense.

2. **ACCEPTANCE:** Acceptance of these terms and conditions by the Contractor and the City will result in the issuance of a Purchase Order. In this document, the agreement will be referred to as this Purchase Order.
3. **COMPLETE AGREEMENT:** These terms and conditions of purchase and all other documents presented in this bid packet shall become a binding agreement of Contractor and City upon Contractor signing and returning an acceptance copy of this Purchase Order, or upon Contractor otherwise acknowledging acceptance of this Purchase Order or commencing performance of this Purchase Order, whichever occurs first. This Purchase Order together with the bid documents, as accepted by the City, bid specifications, drawings and documents referred to herein, and the other documents referred to therein, which by this reference are all made a part hereof, constitute the entire agreement between the parties, and all prior negotiations, proposals, and writings pertaining to this Purchase Order or the subject matter thereof are superseded hereby. Any reference to Contractor's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in such document. Any invoice, acknowledgment, or other communication issued by Contractor in connection with this Contract not expressly identified otherwise shall be construed to be for record and accounting purposes only. Any terms and conditions stated in such communications shall not be applicable to this Purchase Order and shall not be considered to be Contractor's exceptions to the provisions of this Purchase Order. Trade custom and/or trade usage is superseded by this Purchase Order and shall not be applicable in the Interpretation of this Purchase Order.

Anything that may be called for in the specifications and not shown on the drawings, or shown on the drawings and not called for in the specifications, shall be of like effect as if called for and shown in both. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings, or other documents which are a part of this Purchase Order, Contractor shall immediately submit the matter to City for its determination and shall comply with the determination of City in such matter.

All headings and numbering in this Purchase Order are for convenience of reference only and shall in no way be used in the interpretation of any of the provisions in this Purchase Order.

4. **TITLE:** Contractor warrants full and unrestricted title to City for all goods and services furnished by Contractor under this Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. If City makes progress payments to Contractor under this Purchase Order, title to the goods ordered hereunder shall pass to City at the time that Contractor identifies the goods to this Purchase Order. Contractor shall clearly identify the goods as the property of City by visible marking or tagging, and City shall have the right, at City's option, to inspect and verify that said goods have been identified as City's property. Care, custody, and control of such goods remain with the Contractor until such time as City takes physical possession or otherwise agrees in writing by change order to this Purchase Order. All shop drawings, patterns, tools, or other items made preparatory to the production of any goods are City's property and upon demand shall be delivered to City.
5. **RESERVATION OF RIGHTS:** The making or failure to make any inspection of, or payment for, the goods or services covered by this Purchase Order shall in no way impair City's right to reject non-conforming or defective goods or services, nor be deemed to constitute acceptance by City of the goods or services, or affect in any way Contractor's obligations under this Purchase Order notwithstanding City's opportunity to inspect the goods or services, City's knowledge of the nonconformity or defect, its substantiality or the ease of its discovery, nor City's failure to earlier reject the goods or services.
6. **WAIVER:** City's failure to insist on performance of any term condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach shall not thereafter, waive any such term, condition, instruction, right, or privilege.
7. **PATENTS:** Contractor shall, at its sole expense, indemnify, hold harmless and defend City and Owner from and against any suit or proceeding brought against City and/or Owner based on a claim that the manufacture, use, or sale of any goods or services or any part thereof, supplied under this Purchase Order constitutes an infringement of any patent, copyright, trademark, or proprietary information right of others, and Contractor shall pay all damages and costs awarded therein against City and/or Owner. Contractor shall be notified promptly in writing

of the suit or proceeding and shall be given adequate authority, information, and assistance (at Contractor's expense) for the defense of same, subject to the right of City and Owner to participate at their expense and to be fully advised by Contractor in advance of all actions taken. In case said goods or any part thereof is in such suit held to constitute infringement or the sale or use of said goods or parts is enjoined, regardless of whether such determination constitutes a final judgment, Contractor shall, at its expense, either procure for City and Owner the right to sell and use said goods or part, or replace same with substantially equal but non-infringing goods, or if approved by City, remove said goods and refund the purchase price and the transportation and installation costs thereof. The preceding paragraph shall not apply to any goods, or any part thereof, manufactured to designs furnished and required by City, nor shall it apply to claims that the sale or use of a process or use of a combination of the goods supplied by Contractor hereunder with other goods infringe a patent, if such process or other goods was not supplied by Contractor and Contractor's supplying of the goods hereunder does not constitute contributory patent infringement.

8. **WARRANTY:** Contractor warrants to City and Owner that all goods and services covered by this Purchase Order will conform with the specifications, drawings, and other descriptions supplied or adopted by City and will be new, quality, fit, and sufficient for the purposes for which they are intended as evidenced in this Purchase Order and in the drawings and specifications referred to herein, of good materials, design and workmanship, free from defects, and will fulfill satisfactorily the operating conditions specified herein. These warranties shall extend to City, Owner, their successors, assigns, customers, and the user of their customers' products. Contractor, at its expense, (including without limitation costs of removal, packing, transportation, and reinstallation) shall promptly either repair or replace any goods and services furnished to City, which within 12 months after operational startup or within 18 months after shipment, whichever occurs first, shall fail to conform to the requirements of this Purchase Order. Contractor will at any time be chargeable for repairs made by City to correct such a failure to meet this warranty when Contractor has been given notice of such failure and thereafter has failed to take prompt and effective action to correct the failure in accordance with the foregoing. The above warranties are in addition to all other warranties, express or implied, at law or equity.
9. **INSPECTION AND INSPECTING:** Contractor shall be responsible for the performance of all activities affecting quality and schedule including those of its sub-suppliers. City reserves the right to review Contractor's Quality Assurance and Quality Control Procedures. The goods provided by Contractor under this Purchase Order are subject to inspection, expediting, and witnessing of Contractor testing by City's representative and/or the Owner, who shall be granted access to all parts of the Contractor's plant(s) or Contractor's sub-suppliers plant(s) engaged in the manufacturing or processors of this Purchase Order. The representatives' inspection and witnessing of testing or lack of response shall in no way release the Contractor from any obligations related to this Purchase Order. Contractor shall further ensure that these terms and conditions become a part of its purchase orders to sub-suppliers for all goods or services which are used in the products purchased under this Purchase Order.

Contractor and or Contactor's sub-supplier will notify City at least five (5) calendar days in advance of the date inspection or test can be made. If for any reason the date should be set back, Contractor shall telephone or wire City immediately.

If the city invokes this condition, by noting on the purchase order form that is its intent, the contractor shall not ship the goods on this purchase order without either city's final inspection or a written waiver of inspection from city. Violation of this requirement shall constitute a rejection of the goods with subsequent costs for return or other action as warranted against the account of the contractor. Complete and accurate information is required to maintain the overall schedule. If requested, Contractor shall, at a minimum, furnish every fourteen (14) days, the status of engineering, material procurement, production, and shipping information.

10. **INDEMNITY: 10.1)** For and in consideration of the covenants of City under this Purchase Order, including the agreement of City to pay to Contractor the amounts which may become due and payable in accordance with the terms of this Purchase Order, Contractor hereby agrees to assume the risk of and to release, defend, indemnify and save harmless City, Owner, the related entities of City and Owner, and employees and agents and assigns of each (hereinafter "Indemnities") from and against all lost, damage, liability, cost and expense (including without

limitation, reasonable attorneys' fees) arising out of any injury (including death) to any person or damage to any property resulting from or in any way connected with the performance of this Purchase Order or the goods furnished hereunder, regardless of whether or not such loss, damage, liability, cost or expense is caused in part by an Indemnitee. Neither this Article nor any other provision of this Purchase Order shall be construed in any circumstances to constitute an indemnification against any loss, damage, liability, cost, or expense caused solely by the negligence of such Indemnitee. The indemnity obligations in this Purchase Order shall be deemed to be modified as required to exclude indemnification which is expressly prohibited by applicable statute or law. All obligations of this Purchase Order shall otherwise be enforced to the extent permitted by law.

10.2) Contractor acknowledges specific payment of ten dollars (\$10) incorporated into the purchase price as legal consideration of Contractor's indemnity under this Article 10.2 and all other indemnities as may be provided in this Purchase Order.

- 11. DELAYS:** Time of delivery is of the essence for this purchase order. Contractor shall promptly notify City of any actual or anticipated delay in delivery and take all reasonable steps to avoid or end delays without additional cost to City. Where the delay is caused by an act of God, acts of civil or military authority, epidemics, war, riot, strikes, or other similar causes beyond Contractor's control and which Contractor could not have reasonably foreseen or provided against, City shall have the right to either (i) terminate by written notice to Contractor all or part of this Purchase Order in accordance with its terms or (ii) extend the date of delivery or performance for a period equal the duration of the delay, but Contractor shall not be entitled to any extra compensation for such delay. Contractor shall not be excused from performance hereunder where alternate sources of supply of materials, goods, or services are available.
- 12. ASSIGNMENT:** Neither this Purchase Order nor any portion hereof shall be assigned or delegated without City's prior written consent nor any such assignment or delegation shall be void. City reserves the right to assign this Purchase Order to the Owner or Owner's successors or assigns or to City's affiliates.
- 13. CHANGES:** City shall have the right by written direction to make changes in the specifications and drawings for goods or services covered by this Purchase Order. If Contractor believes that such change affects the price or delivery date for such goods or services, Contractor shall so notify City in writing (with adequate supporting documentation) within five (5) calendar days after receipt of said written direction. Contractor shall suspend performance of the change unless thereafter released in writing by City to perform said change and City and Contractor shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change. Contractor's request for any adjustments shall be deemed waived unless submitted in writing within such five (5) calendar days after Contractor receives direction to make such changes. Contractor shall not suspend performance of the unaffected portion of this Purchase Order while City and Contractor are in the process of making such changes and any related adjustments or at any time thereafter unless so instructed in writing by City. If released in writing by City, Contractor shall comply with and perform such change in accordance with the terms of this Purchase Order during the time Contractor and City require to mutually agree upon an equitable adjustment. No substitutions shall be made in this Purchase Order without the prior written authority of City. No agreement or understanding modifying the conditions or terms of this Purchase Order shall be binding upon City nor will extra compensation be paid by City unless the agreement or understanding is made in writing.
- 14. CANCELLATION FOR DEFAULT:** In the event, Contractor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Contractor's insolvency, or in the event Contractor is in default of any provision or requirement of this Purchase Order, City may, by written notice to Contractor, without prejudice to any other rights or remedies which City may have, cancel further performance by Contractor under this Purchase Order. In the event of such cancellation, City may complete the performance of this Purchase Order by such means as City selects, and Contractor shall be responsible for any additional costs incurred by City in so doing. Contractor shall deliver or assign to City any work in progress as City may request. Any amounts due Contractor for goods and services completed by Contractor in full compliance with the terms of this Purchase Order prior to such cancellation shall be subject to setoff of City's additional costs

of completing the Purchase Order and other damages incurred by City as a result of Contractor's default. Waiver by City of any default of Contractor shall not be considered to be a waiver by City of any provision of this Purchase Order or of any subsequent default by Contractor.

15. **TERMINATION FOR CONVENIENCE:** City shall have the right to terminate for its convenience further performance of all or any separable part of this Purchase Order at any time by written notice to Contractor. On the date of such termination stated in the notice, Contractor shall discontinue all work pertaining to this Purchase Order, shall place no additional orders, and shall preserve and protect materials on hand purchased for or committed to this Purchase Order, work in progress, and completed work both in Contractor's and in its suppliers', plants pending City's instructions and shall dispose of same in accordance with City's instructions. Termination payment to Contractor or refund to City, if any, shall be promptly and mutually agreed to by City and Contractor, based on that portion of the work satisfactorily performed to the date of cancellation, including reimbursement for reasonable overhead and profit on such work, plus reasonable and necessary expenses resulting from the termination, as substantiated by documentation satisfactory to and verified by City, disposition of work and material on hand, and amounts previously paid by City. Contractor shall not be entitled to any lots of prospective profits, contribution to overhead, or incidental, consequential, or other damages because of such termination. Contractor shall deliver or assign all goods with all applicable warranties or dispose of goods as directed by City prior to final payment.
16. **LAWS AND REGULATIONS:** Contractor warrants that all goods and services supplied pursuant to this Purchase Order will comply with all applicable laws, ordinances, and regulations, and, further, Contractor shall provide all permits, certificates, and licenses which may be required for the performance of this Purchase Order. This Purchase Order shall be subject to the law and jurisdiction of the State of Arkansas unless expressly designated otherwise in this Purchase Order.

Contractor further warrants that all goods furnished by Contractor in performance of this Purchase Order will comply fully with the Occupational Safety and Health Act of 1970(54 U.S. Stat. 1590), as amended, and State plan approved under such Act, and the regulations thereunder, to the extent applicable to such equipment, and in addition to any other rights or remedies which City may have, Contractor, shall indemnify, defend and hold harmless City and its Owner from and against any and all claims, loss, or liability arising from failure of such goods to comply therewith. The provisions of Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity), 35USC 2012 (Vietnam Era Veterans Readjustment Assistance Act of 1974), Section 503 of the Rehabilitation Act of 1973 (Handicapped Regulations), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference. By agreeing to this Order, Contractor certifies that it maintains no segregated employee facilities as provided in 41 CFR ' 60-1.8 and that it is not debarred from being awarded federal or federally assisted contracts. Contractor shall be responsible for any liability which may accrue to City or Owner from any violation thereof.

17. **MECHANICS' LIENS:** Contractor agrees to indemnify, hold harmless and defend City and Owner from and against all laborers', material men's and/or mechanics' liens arising from the performance of Contractor's obligations under this Purchase Order and shall keep the premises of City and Owner free from all such claims, liens, and encumbrances. Contractor for itself and all of its Contractors and suppliers of any tier waives all rights of lien against the property and premises of City and Owner for labor performed or for goods furnished for the work.
18. **SUSPENSION OF PERFORMANCE:** City may at any time, and from time to time, by written notice to Contractor, suspend further performance of all or any portion of this Purchase Order by Contractor. Such suspensions shall not exceed more than one hundred eighty (180) consecutive calendar days each nor aggregate more than two hundred seventy (270) calendar days. Upon receiving any such notice of suspension, Contractor shall promptly suspend further performance of this Purchase Order to the extent specified, and during the period of such suspension shall properly care for and protect all work in progress and materials, supplies, and equipment Contractor has on hand for the performance of this Purchase Order. Contractor shall use its best efforts to utilize its material labor and equipment in such a manner as to mitigate costs associated with suspension. City may at

any time withdraw the suspension as to all or part of the suspended performance by written notice to Contractor specifying the effective date and scope of withdrawal, and Contractor shall, on the specified date of withdrawal, resume diligent performance of the work for which the suspension is withdrawn. If Contractor believes that any such suspension or withdrawal of suspension justifies modification of this Purchase Order price or time for performance, Contractor shall comply with the provisions set forth in Article 12, entitled CHANGES. In no event shall Contractor be entitled to any loss of prospective profits, contributions to overhead, or any incidental, consequential, or other damages because of such suspensions or withdrawals of suspension.

19. **INDEPENDENT CONTRACTOR:** Contractor shall act as an Independent Contractor and not as an agent or employee of City or Owner and shall not contract any portion of the work without the written consent of City.
20. **GRATUITIES:** City may, by written notice to the Contractor, terminate the right of the Contractor to proceed or continue under this Purchase Order if it is found that gratuities, (in the form of entertainment, gifts, or otherwise), were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the Owner or City with a view toward securing this Purchase Order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of this Purchase Order.

In the event this Purchase Order is terminated as provided in this provision, City shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Purchase Order by the Contractor. The rights and remedies of City provided in this or any other article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. **CONFIDENTIAL INFORMATION:** The Documents and all other Information designated as confidential or proprietary and contents thereof are referred to as "Information." Contractor agrees to retain the Information in confidence and not to disclose it to any third party or use such Information for any other purpose, except as authorized by City for the performance of this Purchase Order. Contractor shall not publicize the existence or scope of this Purchase Order without City's written consent. Contractor shall require these same agreements on the part of any sub-supplier to whom the Information is disclosed. Contractor shall return all Information and copies therefore to City upon written request.
22. **HAZARDOUS MATERIALS:** Contractor shall notify City in writing upon receipt of this Purchase Order if goods furnished are subject to laws or regulations relating to hazardous or toxic substances; or when disposed of, to regulations governing hazardous wastes, or to any other environmental or safety and health regulations. Contractor shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal in a form sufficiently clear for use by City's nontechnical personnel and sufficiently specific to identify all action which the user must take concerning the material. The following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to any applicable transportation regulations."
23. **VALIDITY OF PROVISIONS:** In the event, any Provision, or any part or portion of any Provision of this Purchase Order shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that Provision or any other Provision hereof.
24. **ARBITRATION:** In the event that City is required to arbitrate a dispute with a third party, which dispute arises out of this Purchase Order or is in any way connected with Contractor, Contractor agrees to join in such arbitration proceeding as City may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.
25. **RIGHT TO OFFSET:** City, without waiver or limitation of any rights or remedies of City or Owner, shall be entitled from time to time to deduct from any amounts due or owing by City to Contractor in connection with this Purchase Order (or any other Purchase Order or Contract with City), any and all amounts owed by Contractor to City or Owner.

26. **SECURITY:** If City makes any advance or progress payment to Contactor under this Purchase Order, upon City's request, Contractor agrees to execute a Security Agreement and Financing Statement (both in forms satisfactory to City) granting a security interest to City effective in all states of fabrication or manufacture, in the proceeds, raw materials, and goods which are purchased, manufactured, or otherwise obtained pursuant to this Purchase Order. When this order covers the supplying of services or services and materials on construction premises, it is subject to the following additional terms and conditions. Articles 26 and 27, inclusive.
27. **INSURANCE:** The insurance requirements the bidder must meet, if any, on this project are identified in the "Terms and Conditions of Bidding" and "Statement of Compliance" form. The bidder's required coverages are indicated by a check mark in the left column on the compliance form. Bidders are to indicate their compliance by checking in the right column the coverages for which a certificate is provided and attach the certificates.
28. **SAFETY AND HEALTH REGULATIONS:** While on the premises of City or Owner, Contractor and its employees shall comply with all applicable safety and health laws, regulations, and ordinances and with the safety, health, and plant regulations of City and Owner, and shall ensure that all of its employees and agents have a safe place of work on said premises. Contractor shall keep said premises and the vicinity thereof clean of debris and rubbish caused by its work and, upon completion of its work, shall leave the premises clean and ready for use. Upon request of City or Owner, and at no cost or expense to City or Owner, Contractor shall promptly remove from said premises any person under the control of Contractor who violates any of the aforesaid safety, health, or plant laws, regulations, ordinances, or rules or who may cause or threaten to cause a breach of the peace, or who is otherwise objectionable to City or Owner.
29. **ESCALATION CLAUSE:** This clause shall only be applicable to contracts with an option for annual extensions, for such goods and services as the City shall, in writing, so designate as subject to escalation. Prices are to remain firm for an initial period of 120 days after bid award. Thereafter, in the event of price increase of material, equipment, or labor occurring during the performance of the contract, through no fault of the Contractor, the contract sum may be equitably adjusted by both written notice and justifiable proof of cause for adjustment. The City shall provide the Contractor, in writing, an acceptance of the escalation before any price adjustment may be implemented. In no case shall the Contractor's fixed profit margin, as established by the original contract amount, increase due to escalations during the term of the contract.
30. **FEDERALLY REQUIRED CERTIFICATIONS AND CLAUSES:** Bids for goods and services purchased with federal funding may require the inclusion of additional required clauses and certifications. When required, said certifications and clauses shall be considered a part of this contract.

ACKNOWLEDGMENT

Acknowledgment of this Invitation to Bid (ITB) / Request for Proposals (RFP) must be received by the city in order for you to receive addenda (e.g., updates or changes to the bid packet).

Please complete below and fax to 501-321-6833 or email to purchasing@Cityhs.net upon receipt of this packet so you will receive any changes or updates that may occur. If we do not receive this form from you, the City is not responsible for any updates or changes that you do not receive.

BID #21-082 VEGETATION REMOVAL - TERM CONTRACT

DATE RECEIVED _____

RECIPIENT : _____ (NAME)
_____ (ADDRESS)

_____ (PHONE)
_____ (FAX)
_____ (EMAIL)

Printed Name

Signature

Bidder's Checklist of Required Items

CITY OF HOT SPRINGS UTILITIES DEPARTMENT
HOT SPRINGS, ARKANSAS

BID #21-082 VEGETATION REMOVAL – TERM CONTRACT

This Bidder's Checklist is provided to ensure all required forms are completed, signed, and returned as part of the bid submission. All forms must be included as indicated for a bid to be considered a complete and responsive bid. Appropriate signatures and the date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected.

This sheet will serve as the cover sheet for the bid submission.

	Required	Submitted
Statement of Compliance	X	
Statement of Requirements (if required)	X	
Copy of General Liability	X	
Representation & Certifications	X	
Hazardous & Toxic Substances Disclosure Requirement	X	
Standard Form of Agreement (date portion to be completed by the City)	X	
Bid Form Signed (bottom portion)	X	
Cost Element Form	X	

Bidder's Signature

Date Signed

Bidder's Trade Name (Company, Individual, etc.)

STATEMENT OF COMPLIANCE

Bidder shall read all attachments and instructions carefully. Failure to become completely familiar with all attachments and notes will not be deemed just cause for claims or errors.

Any EXCEPTIONS to specifications, individual data sheets, drawings, terms, and conditions, or any other documents forming part of this Invitation to Bid must be clearly defined and set forth in Bidder's response on this form. To be considered for an award, the Bidder must certify to either A or B below and explain exceptions, if any, on this form (and attachments, if needed).

A. This bid is in exact accordance with the specifications, drawings, terms, and conditions, and other requirements of this Invitation to Bid with NO EXCEPTIONS.

*** OR ***

B. This bid is in exact accordance with the specifications, drawings, terms, and conditions, and other requirements of this Invitation to Bid with the EXCEPTIONS listed below: (List the number of or restate the specification excepted and in detail explain the exception. Add additional pages if necessary.)

Specification Number	DESCRIPTION (MARK EITHER "A" OR "B" ABOVE. IF "B" SHOW HERE AND/OR ATTACH A SHEET DETAILING EXCEPTIONS)

Bidder's Signature

Bidder's Trade Name (Company, Individual, etc.)

Date Signed

STATEMENT OF REQUIREMENTS

Certificates for those coverages and items *checked below* must be submitted by the Bidder with the bid forms. (If there are no checks in the left column, no insurance requirements apply.)

General Liability (Minimum Amt.) \$500,000
 Product Liability (Minimum Amt.) \$ _____
 Vehicle Liability (Minimum Amt. per law)
 Workers Compensation
 Builders Risk (Minimum Amt.) \$ _____
 Personal Injury (Minimum Amt.) \$ _____
 Certificate of Good Standing with the State's Secretary of State

In addition to the above certification, the Bidders are hereby notified that the following additional items apply to this procurement as noted.

This procurement is subject to an escalation clause. (Maximum 3% annually)
 This procurement is **not** subject to an escalation clause.
 This procurement is subject to federally required certifications/contract clauses.
 This procurement is **not** subject to federally required certifications/contract clauses.
 AR City Business License: City _____ Number _____

Bidder's Signature

Bidder's Trade Name (Company, Individual, etc.)

Date Signed

REPRESENTATION AND CERTIFICATIONS

1. SMALL BUSINESS CONCERN - As prescribed by the Small Business Administration, Seller/Contractor certifies that it:

S () is a small business enterprise

L () is not a small business enterprise

2. SOCIALLY AND ECONOMICALLY DISADVANTAGED SMALL BUSINESS CONCERN - As in Section 3 of the Small Business Act (15 U.S.C. 632). Seller/Contractor certifies that they: () are () are not socially and economically disadvantaged individuals (United States Citizens), or in the case of publicly-owned business, at least 51 percent of the stock is owned by such individuals, WHO ARE:

B [] Black American
H [] Hispanic American
N [] Native Americans

A [] Asian Pacific Americans
I [] Asian Indian Americans
O [] Other - Specify _____

3. CONTRACTOR/Contractor certifies that they are a(n):

W () Woman Owned Business Enterprise
L () Labor Surplus Area Business Concern
8 () SBA 8(a) Contractor
X () Woman Owned & Labor Surplus

Y () Woman Owned & 8(a) Contractor
Z () Woman Owned/Surplus Area/8(a) Contractor
A () Labor Surplus/8 (a) Contractor

4. Has your firm been certified by Federal or State Agency, Municipality, or other Organization? Yes No
If Yes, provide the name of the organization(s) and date of certification. (Please attach a copy of the letter or certificate).

Organization(s): 1. _____ 2. _____ 3. _____

5. Identify the geographical areas where Seller/Contractor performs a substantial portion of its work area(s):

Identify if you are a: Seller Contractor Both

DEFINITIONS

SMALL BUSINESS CONCERN: As defined pursuant to Section 3 of the Small Business Act and in relevant regulation promulgated pursuant thereto. If unsure, please contact your local Small Business Administration Office for clarification.

SOCIALLY AND ECONOMICALLY DISADVANTAGED SMALL BUSINESS CONCERN: Is a business concern (a) which is at least 51% owned by one or more socially or economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals: and (b) whose management and daily business operations are controlled by one or more of such individuals.

SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS: Include: Black Americans, Hispanic Americans, Native Americans (American Indians, Eskimos, Aleuts, and Native Hawaiians), and Asian-Pacific Americans. Asian-Pacific Americans include U.S. citizens whose origins are from Japan, China, The Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan.

WOMAN-OWNED BUSINESS ENTERPRISE: CONTRACTOR is at least 51% owned, controlled, and operated by one or more women; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more women.

LABOR SURPLUS AREA CONCERN: As identified by the Department of Labor, Contractor is in a "Persistent or substantial labor surplus area."

8(a) CONTRACTOR: Section 8(a) of the Small Business Act establishes a program which authorizes the Small Business Administration (SBA) to enter into all types of contracts with other agencies and let subcontracts for performing those contracts to firms eligible for program participation. SBA's sub-Contractors are referred to as "8(a) Contractors."

CONTROLLED is defined as exercising the power to make policy decisions.

OPERATED is defined as actively involved in the day-to-day management

7. **Completion of Seller/Contractor Representation and Certifications is optional. However, if you wish to be recognized as a "Disadvantaged" (DBE) or "Woman-Owned" (WBE), or "Minority-Owned" (MBE) business enterprise, you are required to be certified as such by a governmental agency and submit such certification with your bid.**

8. Company's Name: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

**HAZARDOUS AND TOXIC SUBSTANCES
DISCLOSURE REQUIREMENT**

The Occupational Safety and Health Act (OSHA) of 1970, and OSHA regulation 29 CFR 1910.1200 contain hazardous and toxic substances reporting requirements. Contractor shall be required to provide the following documents, as applicable, to City at the time of the purchase order award, if possible, but no later than ten (30) days thereafter. A copy of the Material Safety Data Sheet, Form OSHA-20 or equivalent, must accompany each shipment of hazardous or toxic substances to the City. The following documents may be required for more than one item within the purchase order.

Material Safety Data Sheet, Form OSHA-20

The Material Safety Data Sheet, Form OSHA-20 or equivalent, is required for each material containing a chemical substance which: (i) is regulated by any Federal law or rule, (ii) is listed in the latest edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substances, (iii) testing has yielded positive evidence of an acute or chronic health hazard, or (iv) has a Material Safety Data Sheet available to the Contractor indicating that the material may pose a hazard to human health.

And/Or

Contractor Disclaimer Statement

Contractor may alternatively submit a disclaimer statement set forth below:

HAZARDOUS AND TOXIC SUBSTANCES DISCLAIMER	
<p>The Contractor hereby swears or affirms that the material furnished on this purchase order does not, to its best knowledge, contain any toxic substances or harmful physical agents as defined under 29 CFR 1910-1200. In the event Contractor discovers that hazardous and toxic substances or agents are to be supplied, an appropriate Material Safety Data Sheet, Form OSHA-20 or equivalent, shall be immediately supplied to the City.</p>	
Company	
Signature of Company Officer	Date
Title	

Non-compliance

Contractor assumes all responsibility for its failure to supply City a completed Material Safety Data Sheet, Form OSHA-20 or equivalent, or a Contractor Disclaimer Statement, as applicable.

Change Orders

Change orders which increase or decrease quantities or cancel items do not require the Contractor to submit additional Material Safety Sheets, Form OSHA-20 or equivalent or Disclaimer Statements. However, Contractor shall submit a new Material Safety Data Sheet, Form OSHA-20 or equivalent, or a new Disclaimer Statement for all items which are revised or added by a change order within ten (10) days after receipt of the change order unless waived in writing by the City.

STANDARD FORM OF AGREEMENT
(Contract)
BID #21-082 VEGETATION REMOVAL – TERM CONTRACT

This Agreement, made and entered into this _____ day of _____, 2021 by and between the City of Hot Springs of the County of Garland and State of Arkansas, acting through its Mayor, as duly authorized by resolution of its Board Of Directors, hereinafter termed City; and _____, of the City of _____, and State of _____, hereinafter termed Vendor.

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Vendor hereby agrees with the City to provide equipment and labor for vegetation removal as a term contract under the terms as stated in the specifications/scope of work and contract documents consisting of the Notice to Bidders, Terms, and Conditions of Bidding, Terms, and Conditions of Purchase (Contract Provisions), and Bid Specifications as prepared by the City of Hot Springs, Arkansas, together with the Vendor's Bid Proposal, as accepted by the City, and all attachments and required Bidder Certifications, all of which are hereby incorporated by reference, made a part of, and which collectively evidence and constitute the entire contract.

IN WITNESS WHEREOF, the parties to these present have executed this agreement in the year and day first above written.

CITY OF HOT SPRINGS, ARKANSAS
PARTY OF THE FIRST PART

VENDOR

BY: _____
AUTHORIZED OFFICIAL

BY: _____
AUTHORIZED OFFICIAL

ATTEST: _____
CITY CLERK'S OFFICE

**THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL
AND RETURNED WITH YOUR BID RESPONSE.**

City of Hot Springs, Arkansas

Bid Form for Bid #			21-082	
Description				
VEGETATION REMOVAL – TERM CONTRACT				
Specifications (if not attached)				
See Attached Supplemental/Specifications Bid Form				
Pages to be returned with the bid (in order for the bid not to be rejected)				
15-22 & 26				
For Pricing	Description	Quantity	Unit Price	Extended Price
Item 1	Complete Attached Cost Element Form			
Item 2				
Item 3				
Total Items				
Freight/Delivery (if not included in items above)				
Bid Total (items and freight/delivery)				
Number of 12-month extensions (see bid for conditions):				4
<p>Taxes - Taxable goods and services delivered inside the City of Hot Springs will have a tax rate of 9.5%. This should be included in the totals above. All other goods and services will be taxed at the rate required by the applicable governing bodies.</p>				
Guaranteed Date of Delivery (if applicable):				
Execution of Bid (to be completed by bidder)				
<p>Upon signing this bid, I/we have read and agree to the requirements set forth in this bid request and proposal including specifications, instructions to bidders, terms, and conditions of bidding, terms, and conditions of purchase, and pertinent information regarding this bid, and agree to furnish the requested items at the prices stated above.</p>				
UNSIGNED BIDS WILL BE REJECTED				
Name of Bidder		Phone Number		
Street/PO Address				
City, State, ZIP		Fax Number		
Email Address				
Signature		AR Tax Permit #		
Printed Name				
Title		State Contractor License #		
Do you have a City of Hot Springs business license?	YES ___	NO ___		

SPECIFICATIONS
FOR
BID #21-082 VEGETATION REMOVAL – TERM CONTRACT

The City of Hot Springs is accepting bids for an Annual Contract for Vegetation Removal on Pipeline from Lakeside Water Plant, 300 Pineland, Dr., to Wildcat Road and from Wildcat Road to Lake Ricks Dam; Sanderson Dam, Dillon Dam, Bethel Dam, and Ricks Dam. Bid prices shall remain in effect for a period of 12 months from bid award date. Contract will allow four (4) 12-month extensions upon mutual consent by city and vendor. The terms of this contract shall be renewed upon expiration for additional 12-month terms unless either party terminates this agreement by giving written notice.

Service is anticipated once annually but is subject to change based on environmental conditions. All bid prices shall be lump sum by location and each removal/treatment period; and shall include any mobilization and demobilization fees.

BASIC REQUIREMENTS:

1. All work shall be performed by the Contractor in a thorough and workmanlike manner, in full accordance with the drawings and specifications by skilled and competent workmen.
2. Contractor shall provide all tools, labor, equipment, materials, and supplies necessary to remove and dispose of vegetation as outlined in these specifications.

Safety:

1. Contractor shall be responsible for all necessary safety measures and precautions, and comply with Occupational Safety and Health Administration's (OSHA) requirements applicable to work performed under this contract.
2. Contractor shall provide and maintain all equipment in a manner as to provide protection of workmen and the City's personnel during the duration of the work under the Contract.

Environmental:

1. Work shall be planned and executed in full compliance with the requirements of the Federal Environmental Protection Agency (EPA), the Arkansas Department of Environmental Quality (ADEQ), and all local authorities.
2. Contractor will be permitted to burn in a location approved by the City and in accordance with Garland County regulations. All trash, debris, scrap, or waste materials resulting from work performed under this contract may be hauled off-site and disposed of by contractor. Contractor is responsible for all tipping fees.
3. Contractor must provide necessary erosion control measures to protect against both wind and rainfall erosion on work site.

Electric Power/Water:

1. No electric power is available to contractor.
2. No potable water is available to Contractor. Lake water is available for contractor use.

Sanitary Facilities:

1. Contractor shall provide and maintain required sanitary facilities and enclosures for the appropriate handling and disposal of all human waste, solid waste, and construction waste.

Cleaning and Disposal:

1. Contractor shall maintain worksite in a clean and orderly condition. Do not allow paper, cans, food wrappers, or other debris to accumulate and blow onto adjacent property.
2. Drainage ways, street surfaces and shoulders, driveways, lawns and landscaping, culverts, and all areas affected by work performed under this contract shall be restored to equal or better than original condition. Ditches and drainage ways shall be left clean, unobstructed, and restored to their original cross-section and grade. Culverts shall be left “open” and free flowing.

Fencing:

1. Contractor shall be responsible for maintenance of fences during construction. The Contractor shall provide all necessary temporary fencing, gates, etc., as may be required to afford access to the construction site and maintain the full integrity of the fence.
2. All fences disturbed by work performed shall be restored to their original condition, or better, using fencing materials that are of same size, metal gauge, and character as the original fence.

SCOPE OF WORK:

Pipeline: Lakeside Water Plant, 300 Pineland Dr. to Wildcat Road and from Wildcat Road to Lake Ricks Dam. Pipeline is approximately 4.5 miles from Lakeside Water Plant to Ricks Dam. Manhole boxes are to be followed as the best path of the pipeline.

1. Cut all trees that are leaning and crossing the pipeline to ground level not to leave large stumps.
2. All limbs leaning over pipeline must be cut to minimum of 15 ft height from grade to allow use of equipment if needed.
3. Pruned tree limbs two (2) inches in diameter shall be treated by painting the exposed ends with an approved asphaltic material.
4. Trees and limbs are to be ground up with bush hog or removed from property.
5. A 20 ft path on each side of manhole boxes is to be mowed or bush-hogged, leaving height of grass no less than 6”.

Sanderson Dam (including Secondary Spillway, and Tertiary Spillway), Dillon Dam, Bethel Dam, and Ricks Dam (including Saddle Dam). Refer to drawings for the description and limits of work at all four sites.

1. Vegetation removal shall consist of the removal and disposal of trees, stumps, brush, roots, vegetation, logs, rubbish, and other objectionable matter from the described areas.
2. Contractor must protect existing trees and other vegetation designated to remain in place against unnecessary cutting, breaking or skinning roots, skinning or bruising of bark, or smothering of trees by stockpiling vegetation materials. Provide temporary guards to protect trees and vegetation to be left standing, as necessary.
3. Pruned tree limbs two (2) inches in diameter shall be treated by painting the exposed ends with an approved asphaltic material.

4. Stumps, roots, and other objectionable materials are to be removed or ground to grade or ground.
5. Treat all cut and ground woody vegetation within 30 minutes with Triclopyr (Garion 3A or equal) in accordance with manufacturer recommendations.
6. Vegetation, except trees, shall be cut to a height of 12 inches at Ricks Dam and the Saddle Dam. Vegetation removal at all Ricks Dam work shall not cause rutting.

The City will issue a purchase order each year for the areas where vegetation is to be removed.

Work must be completed within 60 days from issuance of purchase order, weather permitting.

COST ELEMENT
FOR
BID #21-082 VEGETATION REMOVAL – TERM CONTRACT

All bids prices shall be by location and each removal/treatment period; and shall include any mobilization and demobilization fees.

Bid prices shall remain in effect for a period of 12 months from bid award date. Contract will allow four (4) 12-month extensions upon mutual consent by the city and the vendor. The terms of this contract shall be renewed upon expiration for additional 12-month terms unless either party terminates this agreement by giving written notice

Location:	Bid Price (for each removal/treatment period)
1. Pipeline	1. _____
2. Sanderson Dam (including Secondary Spillway, and Tertiary Spillway)	2. _____
3. Dillon Dam	3. _____
4. Bethel Dam	4. _____
5. Ricks Dam (including Saddle Dam)	5. _____

Company

Authorized Signature

Date