



# INVITATION TO BID

## City of Tontitown, Arkansas

**RETURN BID TO:** City of Tontitown Administration  
 235 East Henri De Tonti Blvd  
 Tontitown, AR 72770

**COMMODITY CLASSIFICATION:** Mowing of Easements and Right-of-Ways  
**DATE & BIDS DUE IN BY:** Tuesday, July 7, 2009 @ 4:30 pm  
**DATE & TIME OF BID OPENING:** Tuesday, July 7, 2009 @ 7:00 pm  
**CONTACT:** Todd Witzigman, Building Official  
**DELIVERY DATE:** As Specified in Bid

The City Of Tontitown, Arkansas is requesting competitive sealed bids for the purpose of establishing a contract for providing mowing street easements and right-of-ways to the following conditions and specifications.

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the City of Tontitown on or before the specified date and time. The City will in no way be responsible for delays caused by any occurrence. The bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the opening date and time be considered. Offers by telephone, telegram, or fax will not be accepted. Bidders will not be allowed to withdraw or modify their bids after the opening date and time.

Award of this bid is contingent upon the appropriation of funds by the City of Tontitown City Council.

*It is the responsibility of the bidder to read and comply with all terms and standard conditions listed on page 2, especially item number 14.*

Questions regarding service being requested should be directed to the Building Official in e-mail to building2@tontitown.com or by phone @ (479) 361-9702. Questions regarding bid and bid procedures should also be directed to the Building Official.

**FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT  
 (1) ONE ORIGINAL AND (3) COPIES OF YOUR BID**

**EXECUTION OF BID**

**Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the services being bid on, and agrees to provide these services at the prices stated. Unsigned bids will be rejected - no exceptions.**

NAME OF FIRM:	PH. #:	FAX :	EMAIL:
BUSINESS ADDRESS, STREETS:		STATE:	ZIP
SIGNATURE OF AUTHORIZED PERSON:		DATE:	
PRINTED OR TYPED NAME:		TITLE:	

ARKANSAS SALES OR USE TAX: \_\_\_\_\_ STATE CONTRACTORS LICENSE: \_\_\_\_\_

**TERMS AND STANDARD CONDITIONS****PLEASE READ CAREFULLY**

1. When submitting an "Invitation to Bid", the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid".
2. Sales or use tax is not to be shown in bid price but is to be added by the vendor to the invoice billing to the City. The City is not exempt from Arkansas Sales and Use Tax. Vendors are to register and pay both taxes directly to the Arkansas State Revenue Dept.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of the invoice or the date of delivery and acceptance; whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid", the brand and/or model must be listed and descriptive literature attached to bid document.
5. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
6. Specifications furnished with this "Invitation to Bid" are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
7. Samples of items when required must be furnished free and, if not called for within 30 days from the date of the bid opening, will become the property of City.
8. Prices quoted shall be "Free on Board" (FOB.) to destination at designated facility within the City. Charges may not be added after the bid is opened.
9. In the event a contract is entered into pursuant to the "Invitation to Bid", the bidder shall not discriminate against any qualified employee or applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts, a provision similar to above.
10. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
11. Quality, time and probability of performance may be factors in making an award.
12. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
13. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the City.
14. The bid number must be stated on the face of the sealed envelope. If it is not, the envelope will be opened to be identified and the bid enclosed therein will not be considered or counted in the tabulation.
15. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parole evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of City.
16. **A.** When noted, the Vendor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workers Compensation in accordance with the laws of the State of Arkansas, public liability and property damage. All premiums and costs shall be paid by the Contractor. In no way will the City be responsible in case of accident.  
**B.** When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid.  
**C.** When noted, A performance bond equaling the total amount of any bid exceeding \$20,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement[pursuant to Arkansas Code Annotated Section 22-9-2031].
17. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications.
18. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown are estimated **ONLY**. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders' information **ONLY** and will be used for tabulation and presentation of the bid and the participant reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
19. The City reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
20. All bids must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the city.
21. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
22. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any

Provisions to the contrary shall be deemed stricken and null and void.

#### **DELIVERY**

City of Tontitown requests delivery of service within terms outlined in specifications section

#### **SCOPE**

The purpose of this Invitation to Bid is seeking bids for the purchase and installation of

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#### **INSURANCE**

All bids must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the Invitation to Bid. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Washington County.

- A. Workers Compensation: As required by the State of Arkansas.
- B. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
- C. **Minimum** shall be the total amount of contract.

#### **Bonding:**

All bids must contain a letter from a bonding company authorized to do business in the State of Arkansas stating its willingness to bond the contractor pursuant to the terms of any contract resulting from the ITB. The Contractor shall procure and maintain, at Contractors expense, the following bond for the period of the contract. Certificates evidencing dates and amounts of such bond must be provided by the city.

- Commercial Blanket Bond Coverage (theft/fraud by employees) in the estimated amount of the contract.

#### **Performance Bond:**

Company will be required to furnish Performance Bond, in form satisfactory to the City and issued by a surety company authorized to do business in the State of Arkansas, in amount of the contract. An original and one (1) copy of the bond must be furnished at the time of contract execution.

#### **REFERENCES**

All bidders shall include, with their bids, a list of at least three (3) current references for who comparable work has been performed. This list shall include company name, person to contact, address and telephone number. Special consideration should be given to include clients of similar size and business orientation to that of Washington County, Arkansas. Failure to include references may be ample cause for rejection of bid as non-responsive. References shall be a determining factor in award of this contract.

#### **SAMPLE CONTRACT**

Bidders should submit a copy of their contract. The term of the contract shall be for one year.

## SPECIFICATIONS

**The vendor who is awarded this RFB must meet or exceed the following specifications:**

**Contract Period: August 1st, 2009 thru December 31st, 2009**

**Mowing includes the materials and labor to:**

Mow all city easements and right-of-ways in the City of Tontitown, Arkansas.

Mowing shall be fifteen (15) feet wide where possible.

Mowing shall take place within the following three (2) time periods.

- \* No earlier than August 1st, 2009 nor later than August 15th, 2009
- \* No earlier than October 1st, 2009 nor later than October 15th, 2009

All bidders shall be given equal consideration under the provisions of state law., except that when the bid represents items manufactured or grown in the city or offered for sale by business establishments having their principal place of business in the city with the quality being equal to articles offered by competitors outside the city, then the bidder shall be allowed a differential of not to exceed three percent (3%) of the purchase price in determining the low bid. However, in each instance in which this bid preference is requested, the bidder must so indicate before the date and time fixed for opening the bids and thereafter furnish satisfactory proof if requested.

In all cases where there are equal or tie bids, preference shall be given to residents or firms located and doing business in the city.