

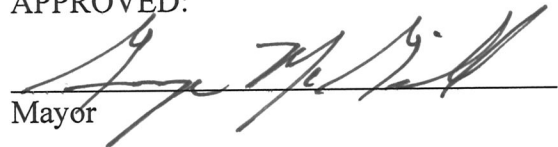
**RESOLUTION ACCEPTING THE BID FOR THE PURCHASE, DELIVERY, AND
INSTALLATION OF SOD FOR THE SOLID WASTE SERVICES DEPARTMENT**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH,
ARKANSAS, THAT:

The bid, as indicated by enclosure for the purchase, delivery, and installation of Bermuda sod
from Westark Sod for \$118,041, is accepted.

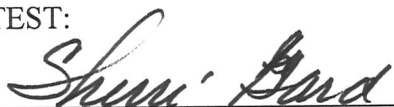
This Resolution adopted this 5th day of September, 2023.

APPROVED:



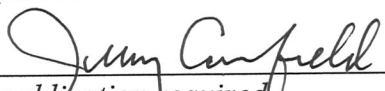
Mayor

ATTEST:



City Clerk

Approved as to form:



No publication required



CITY OF FORT SMITH

Purchasing Department
 P.O. Box 1908
 Fort Smith, AR 72902-1908

| | | |
|------------------------------|--------------------------|--|
| Bid No. 6301-08-28-BA | INVITATION TO BID | Closing Date: August 28, 2023 @ 2:00 PM |
|------------------------------|--------------------------|--|

Subject: Sod Purchase, Delivery, and Installation

Timeline: To be delivered and installed as soon as the bid is awarded

| | |
|---------------------------------------|---|
| Company Name | Name <i><u>(PRINT OR TYPE)</u></i> |
| Federal Tax I.D. No. | Signature* |
| Street Address | Title |
| City | Date |
| State Zip Code | <i>*Authorized Signature: The signer declares under penalty of</i> |
| Tel. No. Fax No. | <i>perjury that she/he is authorized to sign this document and bind</i> |
| E-Mail | <i>the company or organization to the terms of this agreement.</i> |

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

1. Bid must be submitted on official City bid forms (this bid document).
2. All information on this Invitation To Bid cover page must be completed.
3. This cover page must be signed with an original signature.
4. Bid must be submitted on or before the exact closing date and time. Bids received after the exact closing date and time will NOT be considered.

For Further Information Concerning This Bid, Please Contact:
Alie Bahsoon, Purchasing Manager
 Phone: (479) 784-2267 Fax: (479) 784-2484
 Email: abahsoon@FortSmithAR.gov

I. SPECIFIC PROVISIONS

A. SCOPE

This solicitation is being issued by The City of Fort Smith Solid Waste Department (“City”) to obtain the services of a qualified contractor to provide Bermuda sod and installation services at the City of Fort Smith Landfill located at 5900 Commerce Road, Fort Smith, Arkansas.

B. AWARD

The City of Fort Smith reserves the right to reject any or all Bids, to waive informalities, and to accept all or any part of any Bid as they may deem to be in the best interest of the City. Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by City Staff before any award may be made. Receipt of bids by the City shall not be construed as authority to bind the City.

C. AWARD NOTIFICATION

The City will notify all Bidders, via email, of its intent to award the bid.

D. SUBMITTALS

Bids can be mailed in a sealed envelope or hand delivered to the Purchasing Department prior to 2:00 PM, August 28, 2023 to the address below. They may also be emailed to purchasing@fortsmithar.gov.

Alie Bahsoon, Purchasing Manager
623 Garrison Avenue, Suite 512
P.O. Box 1908
Fort Smith, AR 72902-1908

E. INSURANCE REQUIREMENTS

The Bidder shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

- Commercial General Liability Insurance with a combined single limit of not less than \$1million per occurrence
- Automobile Liability Insurance with a combined limit of not less than \$1million per occurrence
- Workers’ Compensation/Employers’ Liability Insurance with a combined limit on not less than \$1 million per occurrence.
- All insurance contracts shall name the City as an additional insured.
- Further, the Bidder shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any negligent act or omission or any willful misconduct on the part of the Bidder, its subcontractors, agents or employees under or in connection with the Contract, while on City premises. The Bidder shall hold harmless and indemnify the City and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to court costs and reasonable attorney’s fees, which either or both of them may suffer, pay or incur as the result of claims or suits do to, arising out of or in connection with any and all such damage, real or alleged, to the extent caused by the Bidder’s negligence or willful misconduct. The Bidder shall, upon written demand by the City, assume and defend at the Bidder’s sole expense any and all such suits or defense of claims.

F. VIEWING DATES

Viewing is by appointment only. While viewing is not mandatory, all Bidders are strongly encouraged to view the location and product(s). By submitting a bid, Bidders shall be deemed to be fully aware of all conditions that may impact this bid. To schedule an appointment or for additional information, contact Mr. Torrey Lougin, Landfill Manager at (479) 788-4142 or at (479) 831-9774.

G. INDEMNIFICATION

To the fullest extent permitted by law, the Bidder agrees to defend, indemnify, protect, and hold the City and its agents and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Bidder's, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by acts, or omissions of Bidder and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that the Bidder's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

H. ANTI-COLLUSION CERTIFICATION

The Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Bidder understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: _____ Date: _____

ATTACHMENT # 1 – PRICING LIST (Delivered & Installed)

| Description | Unit of Measure | Area | Price per Square Foot | Total Cost |
|---|-----------------|----------|-----------------------|------------|
| Bermuda Sod Approximately 54,444 yards | Sq. Ft. | 490,000* | \$ | \$ |

*Approximate

Bidder's Name: _____

Authorized Signature: _____ Date: _____

