

August 13, 2009

INVITATION TO BID (ITB): **PROJECT: -PROVIDE & INSTALL FENCE & GATE
OUACHITA WATER PLANT
860 COZY ACRES ROAD
MTN. PINE, AR
BID NO: 09-081**

The City of Hot Springs invites bids to perform the Scope of Work / Specifications as described in the attached documents for the City's **PROVIDE & INSTALL FENCE & GATE AT OUACHITA WATER PLANT project**. In submitting your bid it is essential that you adhere to the requirements and instructions contained herein. The City reserves the right to reject any or all bids and to waive any formalities or irregularities. The Owner also reserves the right to require additional information of bidders in order to determine responsibility.

SEALED bids must be in the purchasing office no later than 2:00 P.M. C.T. on AUGUST 31, 2009 at which time they will be publicly opened and read aloud. Bids not received at this location by this time will not be considered. The addresses of the Purchasing Office are:

City Purchasing Office
517 AIRPORT ROAD, STE C
Hot Springs, AR 71913

City Purchasing Office
P. O. Box 6300
Hot Springs, AR 71902-6300

Any questions that you may have about this bid are to be submitted to the Purchasing Office at fax number 501-321-6833. Questions must be submitted prior to one week before the bid opening date shown above.

Joy Black, Accounting/Purchasing Manager

Date

INVITATION TO BID (ITB)

CITY OF HOT SPRINGS

The City of Hot Springs is issuing its **A**Invitation to Bid@ (ITB) for the following project(s):

PROVIDE & INSTALL FENCE & GATE AT OUACHITA WATER PLANT

SEALED bids, identified as such and showing the bid item, will be received until **2:00 P.M. C.T. AUGUST 31, 2009**, at the City Purchasing Office, 517 AIRPORT ROAD, STE C, P. O. Box 6300, 71902, Hot Springs, AR, at which time they will be publicly opened and read. Bids may be delivered by any means available **except** electronically (fax or email). Fax / email bids will not be considered. It is the bidder's responsibility to see that their bid is in the City Purchasing Office by the time stated above. Those not received by that time will not be considered. The project consists of providing labor and materials to install fence and gates at Ouachita Water Plant. The complete bid packet may be obtained at no cost at the above City Purchasing Office location. The project contact person is TAYLOR GATES @ 501-767-4888. A performance and payment bond written by a responsible surety company authorized to do business in Arkansas, in the amount of the contract, will be required on all contracts in excess of \$20,000. Bid security in the form of a **cashier's check only** (relative to other types of checks), drawn on a bank or trust company doing business in Arkansas, **or a corporate bid bond** in favor of the City of Hot Springs and in the amount of five percent (5%) of the bid amount is **required on bids exceeding \$20,000** and must be submitted with the bid. For bids over \$20,000, the contractor must be properly licensed for this activity prior to submitting a bid and provide proof thereof (show State contractors license no.) with bid. Arkansas prevailing Wage laws will apply as appropriate.

Bids may not be withdrawn within 90 days of opening.

Bidders must provide with their bid a certificate regarding *Equal Employment Opportunity*, as applicable.

Qualified (conditional) bids will be subject to rejection. Contractors must comply with City Codes as applicable. Any subcontractors utilized are subject to City approval. Bidders are expected to inspect the work site and inform themselves of local conditions. Bidders must be prepared, if requested by the City, to submit additional information such that the City can determine responsibility. The City encourages the participation of disadvantaged, minority and woman owned business enterprises in the procurement of goods, services, and construction, either as contractor or subcontractor. The City reserves the right to reject any or all bids, to waive any formalities and to, in the opinion of the City, accept the bid that is in the City's best interest. All bids offered must, at a minimum, meet the requirements set out in the bid packet or be a City 'approved alternate'.

CITY OF HOT SPRINGS ARKANSAS

ACKNOWLEDGEMENT

IN ORDER TO RECEIVE ADDENDA

ACKNOWLEDGEMENT OF THIS “INVITATION TO BID” (ITB) / REQUEST FOR PROPOSALS” (RFP) MUST BE RECEIVED BY THE CITY IN ORDER FOR YOU TO RECEIVE ADDENDUMS.

**PLEASE COMPLETE BELOW AND FAX TO 501-321-6833
IMMEDIATELY UPON RECEIPT OF THIS PACKET.**

ITEM / SERVICE SOUGHT BY “ITB” / “RFP”: PROVIDE & INSTALL FENCE AND GATE AT OUACHITA WATER PLANT

DATE RECEIVED: _____

RECIPIENT: _____ (NAME)
_____ (ADDRESS)

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

Printed Name

Signature

DEFINITIONS

For all purposes of this Invitation to Bid, except as may be expressly provided herein, or unless the context clearly otherwise requires, the terms listed here have the meaning assigned to them here.

"Addendum" means any official document issued by the Owner to all bidders during the bidding period containing additional or amended information about the bid.

"Bidder" means any entity which has or may submit a bid.

"Contract" means the document of agreement signed by both the Owner and the successful bidder whereby the successful bidder will perform the described work for an established amount of compensation. At the Owner's discretion, the Owner's Invitation to Bid packet, the bidder's response thereto and the Owner's issued purchase order may constitute the "Contract."

"Contractor" means the successful bidder.

"Furnish" means supply and deliver, to the site designated by the Owner, ready for unloading, unpacking, assembly, installation and similar operations, as applicable in each instance, together with in each instance where such term is defined in greater detail (or where reasonable and prudent persons would expect further performance), all operations included in such more detailed definition.

"Install" means to unload, unpack, assemble or otherwise prepare for and erect, place, anchor, apply, attach, work to dimension, finish, cure, test, clean, protect and any and all actions necessary to create a operational or ready for operation status, or as may be defined in greater detail, or as reasonable and prudent persons would expect further performance.

"Invitation to Bid" means the solicitation for bids and includes all official addenda.

"Owner" means the City of Hot Springs, Arkansas.

"Provide" means furnish and install.

"Scope of Work" means the description/specifications of the item or items to be furnished, and/or installed and/or provided and the work to be performed in conjunction therewith or otherwise as determined and described by the Owner as identified by drawings, specifications and instructions included in this packet.

Terms defined here importing the singular also include the plural, and vice versa, where the context requires.

BIDDER'S MODIFICATION AND/OR WITHDRAWAL OF BID

Bidders may, without prejudice to themselves, modify or withdraw their bids by written request provided the request is received by the Owner prior to the time and at the address to which bids are to be submitted. If bid withdrawal action is taken, new bids may be submitted provided they are received by the Owner by the due date and time.

OWNER POLICY

All qualified and responsible bidders are entitled to receive equal opportunities. Any activity such as, but not limited to, offering or receiving gifts, entertainment, payments, loans or other favors for the purpose of favorable or privileged treatment is prohibited. Furthermore, in the event any bidder has been found to engage in such activity, that bidder may be refused further bid consideration by the Owner. The Owner may also pursue any legal remedies available.

The City of Hot Springs encourages the participation of disadvantaged, minority and woman owned business enterprises in the procurement of goods, services and construction either as a contractor or subcontractor. Consideration is to be given to small, minority and women-owned businesses. Bidders are encouraged to seek quotations from such businesses when utilizing subcontractors. When subcontractors are asked to be identified, D/M/WBE within that group should be identified. The Arkansas State Highway and Transportation Department publishes a directory of such businesses and its use is encouraged.

Payment is upon accepted completion of the work. Progress payments may be made, at the discretion of the city, based on accepted completed work.

PRICING

Bids are to be given in U.S. dollars.

Bids shall be valid for a period of 90 days from the bid opening date.

All pricing is to be firm for the duration of the contract.

The bid must include, unless exceptions are identified by the Owner, all cost to the bidder for materials, labor, equipment, insurance, testing, compliance requirements, licenses, permits and any and all items of expense, fees, taxes, duties, overhead and profit for the bidders for his full and complete performance of the Scope of Work.

All pricing information sought must be provided. Failure to do so may cause the bid to be rejected. The Owner reserves the right to request and have any bidder to furnish any accounting breakdown of contract prices; and this request may be made after the contract price has been finalized.

Contractors must comply with Arkansas and City licensing requirements; they must also obtain the required permits and licenses, excluding the General Building Permit.

In the case of discrepancy between amounts written in words and amounts written in numbers, the written words will prevail; in the case of errors in addition or extension, unit rates will prevail.

INSURANCE

The insurance requirements for this bid are identified on the “Insurance Requirement Compliance” form which must be completed and returned by the bidder if there are insurance requirements. Certificates for the coverage checked in the left column of the form must be provided by the bidder with the bid.

EXCEPTIONS AND DEVIATIONS

The base bid must be submitted in strict accordance with this ITB.

Any bidder, believing it advantageous to the Owner to deviate significantly from the requirements or descriptions herein, may present such deviations but **only as an alternative to** the base bid as requested, explaining in full detail the nature and extent of the proposed departure and the subsequent impact thereof on the bid. Specifications, data sheet and or product description must be included completely. Consideration of any proposed alternatives will be solely at the discretion of the Owner. Owner is not responsible for identifying or resolving, during bid consideration, any deviations or alternatives that may be contained in the bid.

Questions about this bid should be faxed to Mary Burks 501-321-6833.

If a particular brand of item, component or element is named, or the specifications written on a particular brand, unless stated otherwise, that is only to clearly identify the requirements and an equivalent brand may be offered.

JOBSITE INSPECTION

Bidders should inspect the site of the work (jobsite). Such inspection may be arranged by contacting the project overseer – **TAYLOR GATES @ 501-767-4888**. The submission of a bid will be considered evidence that the bidder has made themselves aware of the conditions at the jobsite whether or not the conditions are referred to in the ITB.

DISCREPANCIES, OMISSIONS, AND ADDENDA

Should any bidder need clarification of the requirements, such request must be made in writing and may be faxed to 501-321-6833. The Owner may respond by issuing an addendum to all prospective bidders. Owner will not be bound by nor should bidders

rely upon oral information. Bidders must acknowledge in their bid submission receipt of addenda that have been issued.

Should drawings disagree with one another or with specifications, or should specification disagree with one another or drawings, the better quality of work or materials shall be included for bidding purposes and shall be performed or furnished.

SIGNATURE REQUIREMENTS

The bid must be signed by an authorized officer of the entity submitting the bid and his/her title must be shown.

BONDING

The laws of the State of Arkansas will be adhered to for bonding requirements. Bids over \$20,000 must be accompanied by bid security in the form of a **cashiers check only**, (relative to other kinds of checks) drawn upon a bank or trust company doing business in Arkansas or a corporate bid bond and must be in the amount of five percent (5%) of the bid amount. All contracts exceeding \$20,000 must have a payment/performance bond. Bidders should take this into consideration in calculation their bid. All bonds are to be in favor of the Owner. Sureties must be licensed to do business in the State of Arkansas. For contracts in excess of \$75,000, the Arkansas Labor Law requirements apply. Contractors will not be allowed on the jobsite until all bonding is satisfactorily in place.

LICENSING

Bidders must be properly licensed prior to signing a contract to perform this project. The Contractor may be required to obtain a City business license.

GUARANTEES

The Contractor guarantees City that the Work shall comply strictly with the provisions of the Contract and all specifications, drawings and standards referred to or hereafter furnished by the City, and that the Work shall be first-class in every particular and free from defects in materials and workmanship and in any design and engineering furnished by the Contractor. Contractor further guarantees City that all materials, equipment, and supplies furnished by Contractor for the Work shall be new, merchantable, of the most suitable grade and fit for their intended purpose. Without limitation of any other rights or remedies of the City, if any defect in the Work in violation of the foregoing guarantees arises, Contractor shall, upon written receipt of such defect, promptly furnish, at no cost the City, design and engineering, labor, equipment and materials necessary to correct such defect and cause the Work to comply fully with the foregoing guarantees.

SAFETY

Contractor shall take necessary safety and other precautions to protect property and persons from damage, injury or illness arising out of the performance of the Work. Contractor shall comply strictly with local, state and federal laws, orders and regulations, as and where applicable, pertaining to health or safety which are applicable to Contractor or to the Work.

OWNER OBLIGATIONS

Owner shall determine at its sole discretion which bid shall be accepted including but not limited to the following:

Owner need not accept any bid where:

- (A) there is an obvious, demonstrable error in the bid
- (B) the bid is incomplete or not prepared in accordance with the ITB
- (C) Owner is not satisfied with the performance of the bidder on any of its previous projects
- (D) the Owner does not consider that the bidder has the financial capability to execute the contract
- (E) the Owner does not consider that the bidder has the technical capability to execute the contract

Owner may, at its discretion, accept an alternative bid.

Owner may, at its discretion, elect not to accept any bid and may proceed to purchase the equipment/materials (product) in any such manner as it may choose.

Owner may, at its discretion, reject any or all bids, accept part or parts of any bid; waive formalities or minor irregularities.

Owner makes no representations, covenants, warranties or guaranties express or implied, other than those stated expressly in the ITB. Owner may elect to abandon the project.

PROTEST PROCEDURES

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.

A. *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.

B. *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 the day of bid opening or quotation closure will not be considered.

C. *Awards less than \$20,000*. Protest of procurement decisions valued at less than \$20,000 shall be filed by the protestant within five (5) business days of the purchasing agent's award decision. The purchasing agent, in consultation with the city attorney and city manager, shall have authority, prior to the commencement of an action in a court concerning the controversy, to settle and resolve the protest. If the protest is not resolved by mutual agreement, the purchasing agent 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.

D. *Awards \$20,000 or greater*. Protest of award recommendations valued at \$20,000 or greater shall be filed by the protestant within five (5) business days of the purchasing agent's recommendation for award and prior to the scheduled consideration by the board of directors. The board of directors shall hear all parties concerned and shall render a decision regarding the protest and the bid/contract award.

E. *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 protest is resolved by mutual agreement, the purchasing agent issues a final decision (under \$20,000), the board of directors approves the procurement in controversy (\$20,000 or greater) or court decision is rendered if the controversy is filed in court. Provided, however, that the city may proceed with a 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.

F. *Award notification*. Notification of procurement decisions shall be available in the purchasing division 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 inquiry of the purchasing division regarding procurement decisions for the purpose of rendering protests.

G. *Federal grants*. Protest of any procurement funded in whole or in part with federal grant funds may also be filed concurrently with the funding agency. The purchasing

manual shall include necessary instructions for filing of such protests with the appropriate agency.

CRITERIA FOR AWARD

At its discretion, the City may utilize one or a combination of these criteria in awarding the bid:

- (1) lump sum price
- (2) unit prices included in the bid
- (3) alternates (requested and/or voluntary submitted with the bid
- (4) MBE/WBE considerations as indicated in submitted bids
- (5) completeness and responsiveness to the ITB

The Contract shall be governed by and interpreted in accordance with the laws of the State of Arkansas. In the event any portion of the Contract is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this agreement.

Submission of a signed bid shall constitute certification that the bidder has submitted their bid without collusion or agreement with any competitor.

BID COMPLIANCE FORM

Bidder is **required** to complete this form and return it with their bid.

Date: _____

Reference: City of Hot Springs Project: **PROVIDE & INSTALL FENCE & GATE
OUACHITA WATER PLANT
860 COZY ACRES ROAD
MTN. PINE, AR
BID NO: 09-081**

I / WE _____
(official name of bidder)

(business address of bidder)

after carefully examining and reading the ITB contents, and examining the worksite, do hereby offer to perform the Scope of Work as described herein for the prices stated herein.

Bidder shall certify by checking the appropriate circumstance(s) below. Minor exceptions to the specifications must be listed on a page prepared by the bidder. Alternate bids must be attached in their entirety (as to specifications , warranty, etc.).

___ My bid is in exact accordance with the specifications, drawings, terms and conditions and other requirements of this ITB with no exceptions.

___ My bid is in exact accordance with the specifications, drawings, terms and conditions and other requirements of this ITB with no exceptions other than those minor exceptions listed on the attached. (Page prepared by Bidder).

___ An alternate bid is presented and is attached in its entirety. (Must be complete).

My bid shall remain valid up to and including ninety (90) days after the bid opening, after which, unless accepted by the City or extended, in writing by the bidder, it will be deemed withdrawn.

I acknowledge receipt of addenda numbers _____ through _____ and their content is reflected in my bid.

Bidder (printed)

Authorized Signature

Printed Name

BID FORM

REF: CITY OF HOT SPRINGS PROJ: **PROVIDE & INSTALL FENCE & GATE
OUACHITA WATER PLANT
860 COZY ACRES ROAD
MTN. PINE, AR
BID NO: 09-081**

CONTRACT PRICE

Bidder offers to perform and completely accomplish the Scope of Work as described [provide materials and labor], in accordance with the requirements contained in the ITB for a lump sum price of:

Lump Sum Bid:

\$ _____; (bid amount in numbers)

(bid amount written in full, in words)

Attach or insert bid bond behind this page.
(as applicable)

ELEMENT OR UNIT PRICES (where applicable):

(If description is shown, bidder to show value)

<u>Description</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Total</u>
Remove & Install Gate w/Controller	\$ _____	_____	_____
Install Fence & Gate	\$ _____	_____	_____

DEDUCTIVE ALTERNATES (when applicable) – in order they will be taken.

(If description is shown, bidder to show value)

<u>Description</u>	
__NONE__	\$ _____

START DATE ASSUMING NOTICE TO PROCEED ON Feb 18, 2009

SHOW NO. OF DAYS OF WORK REQUIRED FOR COMPLETION OF PROJECT:

Bidder (print)

Authorized Signature

Phone number: _____ Fax No. _____

Bidder address

Print Name

Title

Mailing address (if different)

INSURANCE REQUIREMENT COMPLIANCE

PROJECT – **PROVIDE & INSTALL FENCE & GATES AT OUACHITA WATER PLANT**

When checked in the left column below, certificates of insurance for the type coverage named must be returned with the bid.

Bidder is to indicate by checking the right column, the certificates that are returned with the bid.

☒ General Liability
Minimum Amount \$500,000

☐ General Liability

☐ Vehicle Liability
(must be at least in legally required amount)

☐ Vehicle Liability

☒ Workers Compensation

☐ Worker Compensation

☐ Builders Risk
Minimum Amount

☐ Builders Risk

☐ Personal Injury
Minimum Amount

☐ Personal Injury

Bidder Printed Name

Bidder Signature

HAZARDOUS AND TOXIC SUBSTANCES DISCLOSURE REQUIREMENTS

Hazardous and Toxic Substances Disclosure Requirements

The Occupational Safety and Health Act (OSHA) of 1970, and OSHA regulation 29 CFR 1910.1200 contain hazardous and toxic substances reporting requirements. Seller shall be required to provide the following documents, as applicable, to Buyer at the time of the purchase order award, if possible, but not later than ten (10) 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 Buyer. 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 Seller indicating that the material may pose a hazard to human health.

AND/OR

Seller Disclaimer Statement

Seller may alternatively submit a disclaimer statement set forth below:

HAZARDOUS AND TOXIC SUBSTANCES DISCLAIMER	
The Seller 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 Seller discovers that such 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 Buyer.	
_____ Company	
_____ Signature of Company Officer	_____ Date
_____ Title	

Noncompliance

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

Change Orders

Change orders which increase or decrease quantities or cancel items do not require the Seller to submit additional Material Safety Sheets, Form OSHA-20 or equivalent, or Disclaimer Statements. However, Seller 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 Buyer.

SELLER/CONTRACTOR 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 it: () is, () is 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 A () Asian Pacific Americans
H () Hispanic American I () Asian Indian Americans
N () Native Americans O () Other - Specify _____
3. SELLER/CONTRACTOR certifies that they are:
- W () Woman Owned Business Enterprise Y () Woman Owned & 8(a) Contractor
L () Labor Surplus Area Business Concern Z () Woman Owned/Surplus Area/8(a) Contractor
8 () SBA 8(a) Contractor A () Labor Surplus/8 (a) Contractor
X () Woman Owned & Labor Surplus
4. Has your firm been certified by Federal or State Agency, Municipality or other Organization? Yes No
If Yes, provide name of organization(s) and date of certification. (Please attach a copy of 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) _____
6. 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: Seller 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, Seller 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 subcontractors 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," or "Woman-Owned" Business concern you are required to certify your business as such by a governmental agency (in Ark. the certifying agency is the Ark Highway & Transportation Dept.) and submit the certification with your bid..
8. Company's Name: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

**SPECIFICATIONS
FOR
PROVIDING & INSTALLING FENCE AND GATES
OUACHITA WATER PLANT
BID NO: 09-081**

Labor and materials to remove existing double swing gate. Provide and install 26 Ft Cantilever gate with an Elite SL-3000 ½ HP Operator or approved alternate, with pedestal, Linear keypad, fire box, photo eye, (1) 4 x 12' free exit loop, and long range receiver with (2) remotes. Gate frames are to be 2" schedule 40 pipe hung on polymer sealed bearing rollers. Bidder is to run 110v power from adjacent building underground in steel conduit to operator site. Asphalt will be sawcut and patched with concrete or asphalt for conduit.

Approximately 225 ft of fence is to be installed using 6ft 11 gauge hot dipped galvanized chainlink with 2 ¼" mesh. Install 3 strands of 15 ½ gauge Hi-tensil barb wire on 45 degree arms on top of fence. 1 5/8" top rail. Post are to be schedule 20. All post are to be installed in concrete. Provide and install one 12 ft single swing gate and install one 24 ft double swing gate provided by the city.

A walk thru with Water Department personnel is required before bidding. Contact to view work site is Taylor Gates 501-767-4888.