

CITY OF NORTH LITTLE ROCK, ARKANSAS  
COMMERCE DEPARTMENT  
Mary Beth Bowman, Director  
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120 MAIN STREET, North Little Rock, AR 72114  
P.O. BOX 5757, North Little Rock, AR 72119  
501-975-8881 Phone  
501-975-8885 Fax

### INVITATION TO BID COVER SHEET

Bid Number: \_\_\_\_\_ 20-3660 \_\_\_\_\_ Date Issued: \_\_\_\_\_ June 28, 2020  
Date & Time Bid Opening: **July 21, 2020 at 10:00a.m.** at the North Little Rock Commerce Department

## ARGENTA PLAZA ADDITION 6<sup>TH</sup> STREET AND PARKING LOT LANDSCAPING- EDA #08-01-05264

Total Project Bid Price \$ \_\_\_\_\_

Plans and specifications may be examined at the following locations:

- THOMAS ENGINEERING 3810 Lookout Road , North Little Rock, AR 72116

The plans may be secured from the office of Thomas Engineering at a cost of \$80.00 for each set. NO REFUNDS WILL BE MADE.

A satisfactory Bid Bond executed by the Bidder from a Surety Company on the certified Treasury circular, in an amount of five percent (5%) of the total bid shall be submitted with each bid.

**All contractors bidding on this project are required to have current, active and clear registration on SAM.gov**

There will be a pre-bid meeting on July 15, 2020 at 11:00A.M. at North Little Rock Public Works, 500 W 13<sup>th</sup> Street, North Little Rock, AR.

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

Note: FAILURE TO FILL OUT AND SIGN THE INVITATION TO BID SHEET WILL RESULT IN REJECTION OF THE BID.

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#### EXECUTION OF BID

Upon signing this page, the organization certifies that they have read and agree to the requirements set forth in this bid including conditions set forth and pertinent information requests.

Name of Firm: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Arkansas Tax Permit No.: \_\_\_\_\_

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

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

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. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of 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 number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. The City reserves the right to reject any and all bids.
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified 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 the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce..
14. Specifications furnished with this Invitation 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 an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids will not be considered if they are:
  1. Submitted after the bid's opening time.
  2. Submitted electronically or faxed (unless authorized by Purchasing Agent).
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

18. **CONSTRUCTION**

- A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
- B. When noted, a bid bond in the amount of 5% of total bid shall accompany bid.
- C. A Performance Bond equaling the total amount of any bid exceeding \$35,000.00 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 22-9-203).

19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.

20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.

21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.

22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and 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 bid and the participant reserves the right to increase or decrease quantities as required.

23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities 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 of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.

24. Additional information or bid forms may be obtained from:  
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881 [www.nlr.ar.gov](http://www.nlr.ar.gov)

**Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:**

**Commerce Department  
120 Main Street (P.O. Box 5757)  
North Little Rock, AR 72119**

**Purpose**

It is the intent of the City of North Little Rock to seek bids for the installation of landscaping, irrigation system, and fencing in the City of North Little Rock, as shown on the plans and indicated in the specifications.

**Submission of Bids**

Sealed bid must be submitted to:

City of North Little Rock  
Commerce Department  
120 Main Street  
North Little Rock, AR 72114

It is the Bidder's/Respondent's responsibility to make sure that bids are received at the above address before the bid opening. The City is not responsible for late deliveries. Additionally, the City will not receive any bids by facsimiles or emails.

**Firm Pricing for City Acceptance**

Bid price must be firm for City acceptance for a minimum of sixty (60) days from bid opening date

**No Contact Policy**

Any contact with any City representatives, related officials, or representatives other than those outlined in the Bid is prohibited. Such unauthorized contact may disqualify the Contractor from this procurement.

**W-9 Form Required**

Each bidder shall submit a completed W-9 form with their bid.

**Business License**

A current Business License/Privilege License is required. If the Bidder (Vendor) has a current Business/Privilege License with any city within the State of Arkansas, please provide a copy. If the Bidder/Vendor is out of state and does not have a Business/Privilege License with any city in the State of Arkansas, they must purchase a license from the City of North Little Rock (501-975-8617).

**Acknowledgement of Contract**

By submitting a bid, the bidder acknowledges that it understands and agrees to the terms and conditions contained herein. Respondents acknowledge and understand that upon award of the winning bid, the selected bidder will be required to review and sign a contract with the City of North Little Rock prior to providing any services to the City.

## **Bid Questions and Clarification**

All questions must be submitted in writing via email. Response to relevant questions will be posted on the Commerce web page at [nlr.ar.gov](http://nlr.ar.gov), click on the "Business" tab, then click on the "Bids and Vendors" tab, then click on "Current Bids".

Questions related to the Bid Specifications should be directed to:

Thomas R. Pownall, P.E. at [thomas@thomasengineering2000.com](mailto:thomas@thomasengineering2000.com)  
or 501-753-4463.

## **Proposer's Certification**

By signature on the bid, the respondent certifies that it complies with:

- The laws of the state of Arkansas.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this Bid.
- A condition that the Bid submitted was independently arrived at without collusion.

If any Respondent fails to comply with the provisions stated in this paragraph, the City reserve the right to reject the bid, terminate the contract, or consider the company/contractor in default.

## **Conflict of Interest**

Respondent, by responding to this Bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the services specified in this Bid.

The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the respondent's proposal. The City's determination regarding any questions of conflict of interest is final.

## **Public Records**

Respondent understands that the bid is a "public record", and the public shall have access to all documents and information pertaining the Response and the Bid, subject to the provisions of Arkansas' FOIA. The Respondent, by submitting a bid, acknowledges that the City may provide public access to and/or copies of all documents subject to disclosure under applicable law.

## **Cost of Preparing Bid**

Any costs incurred in the preparation of the bids are solely the responsibility of the respondents. The City of North Little Rock will provide no reimbursements for such costs. Any cost associated with any oral representations to the City will be the responsibility of the respondent and may not be billed to the City.

## **Authority to Bind Firm in Contract**

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE COMPANY/CONTRACTOR IN AN AGREEMENT. Firm name and authorized signature must appear on cover page of bid. See Exhibit "A" for draft Contract.

**Late Bids**

LATE bids will be UNOPENED and disposed of in a proper manner.

**Rights of City**

The City reserves the right to accept or reject all or any part of any bid, waive informalities and award the

Contract to the lowest responsive and responsible bidder to best serve the interest of the City.

**Basis for Award**

Contract award will be made to the lowest responsive and responsible bidder based upon the lump sum and meeting the specifications. (For clarification purposes, included in the lump sum is the unit item pricing and extended unit price items if applicable.)

**SAM.gov**

**All contractors bidding on this project are required to have current, active and clear registration on SAM.gov**

**Federal Participation Disclosure**

“This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.”