CITY OF NORTH LITTLE ROCK, ARKANSAS
COMMERCE DEPARTMENT
Mary Beth Bowman, Director
Amy Smith, Assistant Director for Procurement
Crystal Willis, Admin. Secretary/Asst. Purchasing Agent

120 MAIN STREET, NLR AR 72114
P.O. BOX 5757, NLR, AR 72119
501-975-8881Phone
501-975-8885 Fax

INVITATION TO BID

Number RFP: 17-3429 Date Issued: January 11, 2017

Date & Time Bid Opening: Thursday, January 26, 2017 @ 10:00am

The City of North Little Rock is requesting proposals for:

PROFESSIONAL JANITORIAL SERVICES AT THE NORTH HEIGHTS COMMUNITY CENTER (4801 ALLEN STREET)

Monthly Service Fee

$_____

Proposals must include a copy of your current North Little Rock Business License, Worker's Compensation and General Liability Certificates with limits up to or exceeding one million dollars ($1,000,000).

A mandatory two thousand dollar ($2,000) bid bond must accompany your bid.

Please direct questions, comments or to schedule a site visit to Tina Worrell at 791-8543.

Plans, specifications, proposal forms and other contract documents may be examined at the following locations:

- Department of Commerce and Government Affairs, 120 Main Street, North Little Rock, AR 72114
- www.northlittlerock.ar.gov

EXECUTION OF RFP

Upon signing this page, the organization certifies that they have read and agree to the requirements set forth in this bid/RFP/RFQ, 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: _____, 2017

Note: FAILURE TO SIGN THIS INVITATION TO BID SHEET WILL RESULT IN REJECTION OF THE BID.

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City of North Little Rock

The City of North Little Rock is seeking qualified parties to submit proposals including a pricing schedule and a summary of qualifications for providing janitorial services according to the City's specifications and all other terms and conditions. The following sections provide information regarding the scope of services desired, the proposal content, submission requirements, the evaluation procedure and criteria, and the clarification of specifications procedure. There is a required site visit, details in XII(f).

I. SCOPE OF SERVICES

The selected Contractor shall provide all the necessary labor, supervision, materials, some supplies and equipment as hereinafter specified to satisfactorily perform janitorial services at 4801 Allen Street known as the North Heights Community Center as described herein.

A. Building Hours

The official working hours of the building occupants are Monday through Thursday, 9:00 a.m. to 8:00 p.m. and Friday and Saturday 9:00 a.m. to 5:00 p.m. Janitorial services shall be performed after 8:00 p.m. Monday – Thursday and after 5:00 p.m. on Friday.

The building is closed on eleven (11) approved holidays. These holidays are: New Years, Martin Luther King, Jr., President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, two days for Thanksgiving, two days for Christmas.

B. Location of Work

The main building included in this proposal for janitorial service are located at: North Heights Community Center - 4801 Main Street, North Little Rock, AR

C. Supplies, Materials and Equipment

1. The City shall furnish, as part of the contract, all necessary cleaning supplies and equipment to clean and maintain the use of the facility. If equipment is not available, the Contractor shall furnish all necessary equipment to clean and maintain facility the use of the facility, including but not limit to buffer, floor scrubber, vacuum cleaner, wet/dry vacuum, baskets, carts, etc.
2. The City shall furnish, as part of the contract, paper products such as toilet paper, paper towels, soap, trash can liners, cleaning powders and products, detergents, disinfectants, polishes, mops and brushes.
3. Electrical power will be furnished by the City at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. Hot and cold water will also be made available as necessary for that purpose.

D. Conduct of Contractor's Employees

The Contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, and using telephones or office equipment (including copy machines) provided for official city use only.

E. Supervision

Work perform by employees within the scope of the Contractor's employees shall be directly employed and supervised by the Contractor. The Contractor shall perform management and technical supervision required to complete the work according to the specifications provided by the City. Employee(s) assigned to supervise the work shall be readily available, responsive to the City's representative(s) and capable of speaking and understanding the English language and have the authority to make decisions related to the management of the activities performed by the Contractor's employees.

F. Minimum Work to be Performed

The following routine and special maintenance items shall constitute the minimum acceptable services. The Contractor shall be expected to perform such other services as may be required to professionally maintain the facility in a clean and orderly manner. The Contractor should also be available for special projects as may be required by the City. Charges for such special projects will be negotiated with the Contractor on an individual basis.

1. Routine Maintenance Specifications (See Attachment A)
2. General Requirements:
    a. All designated doors are to be closed and locked;
    b. Lights are to be turned out;
    c. Promptly report hazardous conditions and items needing repair to building maintenance but fires to 9-1-1; and,
    d. Services performed under this contract shall be subject to inspection and approval of City representative(s). For the protection of the building and its equipment and the facilitation of business to be conducted therein, first-quality cleaning will be required. Careless performance of the work will be called to the attention of the Contractor, who will be required to correct the work deficiencies and to improve the overall work results. Failure by the Contractor to comply with such requests will result either in the corrective work being performed by the City (or others) and the cost charged to the Contractor, or in the termination of this contract.
3. Special Requirements

The following is a brief outline of special requirements pertinent to the provision of janitorial services. A detailed explanation of each item is included in the

Specifications (See Attachment A), and each respondent should read and be familiar with these special requirements.

a. Changes, modifications in the Contract must be submitted in writing by the Contractor.

b. The Contractor shall be required to show proof of Workers' Compensation and General Liability Insurance with limits up to or exceeding $1,000,000.

c. The Contractor shall be liable for any and all damages to City property resulting from the performance of his/her service.

d. The Contractor and all his/her employees performing services under the Contract must be bonded (proof required).

e. The parties to the Contract will hold each other harmless.

f. The Contractor and the City will comply with all federal, state and local laws, statues, ordinances, rules and regulations.

g. The Contractor and the City will comply with all equal employment opportunity laws.

h. The Contractor and all employees performing services will wear company issued I.D. badges; stating employee's name and company. Badges are to be visible at all times while in the buildings.

i. The Contractor must have been doing business in the State of Arkansas for a minimum of five (5) years.

j. The Contractor must currently be providing services to facilities equal to or exceeding 20,000 sq. ft. of cleanable area.

k. No work to be subcontracted unless prior approval has been given.

II. PROPOSAL CONTENTS

All proposals submitted must include the following sections.

A. Qualifications, Experience and Competence

The proposal should detail how the respondent has and will make available sufficient personnel resources to work within the specified time constraints and to maintain necessary performance levels. The proposal must detail the number and qualifications of personnel required to perform the work requested. The proposal must include resumes specifying the qualifications and duties of the management personnel. The resumes must include the education, position in firm/company years, types of experience and the duties that each will perform under the contract. The proposal must detail the respondent's familiarity and proven experience with this type of service contract and demonstrated ability to serve the City's needs for services associated with these activities. The respondent must detail its familiarity

and ability to provide quality service meeting industry and government guidelines. A LIST OF THREE (3) CURRENT CLIENTS SHOULD BE INCLUDED FOR REFERENCE PURPOSES. (See Attachment B)

B. Capacity of Performance and Service Hours

The proposal must specify the respondent's capability to perform the work requested. Respondents must identify the number and capacity of their staff available and labor hours per week necessary to perform the services required. The proposal should provide detailed plans for meeting objectives of the contract, to include, time frames for deliverables, and each activity and requirement outlined in the proposal.

C. Cost of Services

Respondents must include complete monthly pricing per facility for the services proposed. Respondents may submit other options provided such options include a detailed itemization of services to be performed and the cost thereof. Respondents must complete the Cost of Services form provided and return with proposals. (See Attachment C)

D. Bid Bond

Each proposal shall be accompanied by a bid bond, in the form of a cashier's check, certified check, or bond payable to the City of North Little Rock in the amount of $2,000. Bid bond is to be forfeited to the City if the successful respondent fails to execute a contract within fourteen (14) days after notification of Award of Contract. Bid bond shall be returned to the successful respondent and to unsuccessful respondents upon execution of a legal contract.

III. CONTRACT TERM AND CONTRACT FORMS

The term of this Contract shall be for one year. The Contract may be extended for two (2) additional one year terms by the mutual written agreement of both parties. The cost of services shall remain firm for the term of the Contract.

This Contract may be renewed by the City under the terms and conditions of the original contract. Written notice of the City's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

In the event there is an increase in the Federal Minimum Wage, this Contract may be renegotiated at the time it is renewed based on the number of man-hours being expended on the Contract. The Contractor will be required to supply such documentation as may be considered necessary to support a claim for higher compensation due to higher Federal Minimum Wage requirements.

The contract entered into by the City and the Contractor shall consist of all of the Request For Proposal, any addendum issued, the proposal submitted by the Contractor,

the signed contract page (Attachment E) and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents.

IV. CONTRACT TERMINATION

The City may terminate this Contract at any time before the expiration of the original term, or any extension thereof. Services may be terminated by the City upon thirty (30) days written notice. Services may be terminated by Contractor upon ninety (90) days written notice. The City shall compensate the Contractor for all services provided before the actual date of termination. Upon receipt of Notice of Termination from the City of North Little Rock, the Contractor shall immediately commerce discontinuing any and all services provided under this Agreement. In the event of a budget shortfall for the upcoming fiscal year and/ or to avoid financially encumbering future fiscal councils, the City may terminate this Contract at the end of any service year by providing written notice at least thirty (30) days prior to the end of the then-current term.

V. SUBCONTRACTS

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, with the consent of the City, enter into written subcontract(s) for performance of certain of its functions under the Contract. Subcontractors must be approved in writing by the City prior to the effective date of any subcontractor.

No subcontract, which the Contractor entered into with respect to performance under this Contract, shall in any way relieve the Contractor of any responsibility for performance of its duties.

The Contractor shall give the City immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor which, in the opinion of the Contractor, may result in litigation related in any way to the Contract or the City.

VI. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation or handicap. Such action shall include, but not be limited to, the following:

1. Employment

2. Promotion
3. Demotion or transfer
4. Recruitment or recruitment advertising
5. Layoff or termination
6. Rates of pay or other forms of compensation
7. Selection of training, including apprenticeship

The Contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor with Title 41, Code of Federal Regulations, and Chapter 60. The Contractor and any subcontractor shall comply with Arkansas Act 954 of 1977.

The Contractor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Regulation Act of 1973. The Contractor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations.

The Contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

VII. WAIVER

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the Contract will be waived except by the written agreement of both parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the part to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

VIII. CITY PROPERTY

The Contractor shall be responsible for the proper custody and care of any City owned property furnished for Contractor's use in connection with the performance of this Contract and the Contractor will reimburse the City for its loss or damage, normal wear and tear expected.

IX. COST OF PREPARING PROPOSAL

Any costs incurred in the preparation of the proposals 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.

X. PAYMENTS TO THE SERVICE PROVIDER

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions based upon monthly determination by the City and the acceptability of the work performed computed in accordance with the Contractor's accepted proposal and price schedule. Payment shall be made within thirty (30) days after receipt of an invoice sent to the City by the Contractor. The Contractor shall not invoice the City for services prior to thirty (30) days following execution of a Contract with the City and not more frequent than once every four (4) weeks. The City may withhold payment for any unacceptable service if the Contractor has been given notice of the deficiency and has not resolved the service deficiently within five (5) working days after receipt of a notification from the City.

City has the right to request additional reports and supporting information from Contractor as deemed reasonably necessary by City to audit Contractor's performance under this Contract. Contractor shall provide all additional reports and information requested by City within ten (10) days of a written request.

Extra Work must be authorized in writing by the City and shall be shown as a separate item on the invoice submitted to the City. The invoice for Extra Work shall include any supplies used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this Extra Work.

XI. EVALUATION CRITERIA

The City of North Little Rock's purpose in soliciting proposals is to determine and select the best qualified janitorial service with which to negotiate a contract at a reasonable cost. In order to accomplish this objective, the following evaluation criteria will be used and graded on a point system accordingly.

1.	Qualifications, Experience and Competence	25%
2.	Capacity of Performance and Labor Hours	25%
3.	Cost of Services	20%
4.	References	30%

XII. SUBMISSION OF PROPOSALS

A. Two copies of the proposal must be submitted to:
Mary Beth Bowman
Director of Commerce
City of North Little Rock

120 Main Street
North Little Rock, AR 72114

B. In order to be considered, proposals MUST BE RECEIVED in the office of the Department of Commerce, 120 Main, North Little Rock, Arkansas 72114 no later than the time and date on the cover page, at which time and place proposals will be opened and read aloud.

C. All proposals must be submitted in a sealed enveloped clearly marked "PROPOSAL FOR PROFESSIONAL JANITORIAL SERVICES - NHCC". Any proposal not submitted in compliance with the instructions contained in this section and/or not containing the information requested by Section II may be declared "nonresponsive" and may not be considered.

D. The City reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City of North Little Rock.

E. Proposals must be signed by a chief executive officer of the submitting firm and shall remain in full force and effect for forty-five (45) calendar days following the date of such opening. Respondent should also be available for oral presentation if such presentations are deemed necessary to determine the most qualified firm. Any such oral presentation will be scheduled at a mutually convenient time.

F. To view facility, contact the following individual listed below. Two site visits will be scheduled and you must attend one of the site visits for your bid to be considered. Contact Tina Worrell at 501-791-8543 to schedule which site visit you plan to attend. The Site Visit Report form must be signed by Rachel Allen or Glenda Parker and returned with proposal. (See Attachment D)

First site visit: January 13, 2017 at 10:30 a.m. Meet at North Heights Community Center at 4801 Allen Street, North Little Rock, AR.

Second site visit January 18 ,2017 at 10:30 a.m. Meet at North Heights Community Center at 4801 Allen Street, North Little Rock, AR.

North Heights Community Center: Glenda Parker or Rachel Allen at 501-791-8576

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

I certify that I have reviewed the RFP and have a complete understanding of the specifications. I am authorized as a responsible representative to sign for the Proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Business Name: _____ EIN: _____
Address:

City, State, Zip Code: _____
Contact Name: _____ Email Address of Contact: _____
Authorized Signature: _____ Date: _____
Printed Name: Title: _____ Title: _____

ACKNOWLEDGMENT

STATE OF)
)SS
COUNTY OF)

BE IT REMEMBERED, that on this day before the undersigned, a Notary Public, personally appeared _____, who acknowledged him/herself to be the _____ of _____, and that he/she is authorized to execute the foregoing instrument for the consideration and purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20___.

_____

Notary Public
My Commission Expires:

(SEAL)

XIII. ATTACHMENT A - ROUTINE MAINTENANCE SPECIFICATIONS

CLEANING SPECIFICATIONS			
Facility General Cleaning	Daily	Once a Week (Wednesday)	Once a Month (1st Friday)
Clean, sweep and pick up litter around outside of building.	X		
Clean entrance doors (inside and out), glass windows and mirrors (in front meeting room).	X		
Sweep or vacuum mats at entrance/exits.	X		
Empty all wastebaskets and change liners (clean containers as needed).	X		
Empty outside trash cans and cigarette containers.	X		
Dust mop gym floor and sweep and clean bleachers.	X		
Clean and restock supplies in restrooms, wash and disinfect all basins, urinals and bowls, using nonabrasive cleaners, clean under rim on urinals and toilet bowls; disinfect sinks, counter tops and faucet.	X		
Clean mirrors, shelving, dispensers and bright metals with glass cleaners; sweep and mop floors.	X		
Clean and restock supplies in breakroom (kitchen) areas; disinfect tables, counters, stove, chairs, microwaves and refrigerators; sweep and mop floors.	X		
Dispose of all trash	X		
Dust counter tops, desk tops, and other exposed surfaces without disturbing papers, files, etc.	X		
Dust game tables	X		
Sweep and dust coat rack and bookcase area.	X		
Buff floors	X		
Vacuum gymnastics carpet and runner.		X	
Sweep and wet mop tile area		X	
Clean gymnastics break room; change trash, clean sink, counter tops, faucets, tables and		X	

chairs; sweep and wet mop floor.			
Spot clean walls, especially around wastebaskets		X	
Clean exposed sides of desks, file cabinets, office equipment and furniture.		X	
Clean pictures on walls.		X	
Clean and disinfect telephones		X	
Scrub/Clean gym floor		X	
Dust/Clean baseboard		X	
Dust/Clean all window sills		X	
Dust blinds			X
Clean all tables and chairs			X

CLEANING SPECIFICATIONS (continued)			
Facility General Cleaning	Quarterly	Semi-Annual	Annually
Scrub and recoat floors	X		
Clean air vents		X	
Strip and wax floors with five (5) coats of wax		X	
Clean all blinds with wet cloth			X

XIV. ATTACHMENT B - REFERENCES

This proposal requires references. Please provide a list of three references. Two of the references must be currently doing business with you and one reference can be someone you previously did business with in the past 24 months. For each reference, list name of company/city, contact person, address, telephone number and email address of the contact person. Additionally, provide any other pertinent information to help the City of North Little Rock verify the quality of goods or services your firm provides.

1. Company/City Name: _____

   Contact Person: _____ Title: _____

   Email of Contact Person: _____

   Address: _____

   City, State Zip: _____ Phone: _____

   Square Footage of area cleaned: _____ How long was service: _____

2. Company/City Name: _____

   Contact Person: _____ Title: _____

   Email of Contact Person: _____

   Address: _____

   City, State Zip: _____ Phone: _____

   Square Footage of area cleaned: _____ How long was service: _____

3. Company/City Name: _____

   Contact Person: _____ Title: _____

   Email of Contact Person: _____

   Address: _____

   City, State Zip: _____ Phone: _____

   Square Footage of area cleaned: _____ How long was service: _____

XV. ATTACHMENT C - COST OF SERVICES

(Must be filled out and returned with proposal.)

LOCATION SPECIFICAITONS	MONTHLY PROPOSAL PRICE ACCORDING TO
North Heights Community Center 4801 Allen Street, NLR, AR	_____

XVI. ATTACHMENT D - SITE VISIT REPORT

(Must be signed by Glenda Parker or Rachel Allen at the facility and returned with proposal.)

Person making the Site Visit for the Vendor: _____

SITE VISIT

LOCATION	DATE	CONTACT PERSON
North Heights Community Center 4801 Allen St., NLR, AR	_____	_____

XVII. ATTACHMENT E - CONTRACT FORM

CITY OF NORTH LITTLE ROCK, ARKANSAS
STANDARD CONTRACT RFP

This contract entered into this day _____ of _____, 20___, by _____ _____ hereinafter called the "Contractor" and City of North Little Rock, AR, called the "Owner".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

1. This signed form;

2. The entire Request for Proposal dated: _____

   Addenda #1 Dated: _____

3. The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

4. Liability & Property Damage Insurance Certificates

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Signatures on next page

City of North Little Rock

By: _____
Joe A. Smith, Mayor

Contractor

By: _____
Signature

_____
Name/Title

ATTEST:

_____
Diane Whitbey, City Clerk

TERMS AND STANDARD CONDITIONS
CITY OF NORTH LITTLE ROCK, ARKANSAS

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. 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 and Governmental Relations.

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 and Governmental Relations.

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 I (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 Certified check or 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 $10,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Act 351 or 1953 as amended by Act 539 of 1979).

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

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, sealed bids must be submitted to the Commerce Department at 120 Main Street, North Little Rock, AR 72114 or PO Box 5757, North Little Rock, AR 72119