

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



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P.O. BOX 5757, North Little Rock, AR 72119
501-975-8881 Phone
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INVITATION TO BID COVER SHEET

Bid Number: 21-3727 Date Issued: September 1, 2021
Date & Time Bid Opening: September 30, 2021 at 10:00a.m. at the North Little Rock Commerce Department

NLR Electric Maryland Campus and Substations Landscaping Service

Total Project Bid Price \$ _____

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 September 14, 2021 at 9:30A.M. at North Little Rock Electric, 1400 W Maryland, 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.

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: _____

1. Scope of Work – The City of North Little Rock (The City) is accepting competitive sealed bids for Mowing Services for the North Little Rock Electric Department (NLRED) office campus and various NLRED substations. Highly qualified firms are invited to submit a bid in accordance with the terms, provisions, requirements, specifications, bid form and NLR Electric Maryland Campus and Substations Landscaping Service Invitation for Bid (hereinafter the “Contract”).

2. Bid Evaluation:

- a) The lowest responsive and responsible bidder shall be considered for the award of the Contract.
- b) The provision of high quality mowing, landscaping and related lawn services is an essential qualification for the acceptability of a bid and shall be determined and verified by checking references.
- c) Only firms that consistently (without exception) provide high quality, professional and timely mowing, landscaping and related lawn services will be considered responsible.
- d) Bidders must demonstrate, in all respects, that they have the capability to fully perform all requirements of the Contract.
- e) Bidders must demonstrate that they have the moral and business integrity and reliability to assure good faith performance.
- f) The Bid Submission form must be fully and properly completed with all required information.
- g) The Contractor shall furnish a general working schedule outline for each location within 10 days after contract award.
- h) If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

3. Pre-Bid Conference/Site Tour – There will be a mandatory pre-bid meeting and site tour on September 14, 2021 beginning at 9:30 AM at 1400 W Maryland Ave., North Little Rock, AR. All sites to be maintained will be visited.

4. References -

- a) Bidders shall complete the Reference Sheet herein and demonstrate they have been in business providing similar mowing services for at least the last five (5) years.
- b) Bidders shall provide, at a minimum, four (4) comparable references of which similar work has been performed. These references shall be for work performed for other governmental

agencies or other large commercial properties. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed.

5. *Termination: Subject to the provisions below, the Contract may be terminated by The City upon fourteen (14) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval of The City until said work or services are completed and accepted.

- a) Termination for Convenience – In the event that this Contract is terminated or cancelled for the convenience of The City, without the fourteen (14) days advance written notice, then The City shall pay the Contractor for services satisfactorily performed prior to the date of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for documented expenses incurred directly attributable to termination for which the Contractor is not otherwise compensated. . No amount shall be allowed for anticipated profit on unperformed services.
- b) Termination for Cause – The City may terminate this Contract for cause, default, or negligence on the part of the Contractor at any time. The fourteen (14) days advance notice requirement is waived in the event of Termination for Cause. In the event any Termination for Cause is found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a Termination for Convenience.

The City may terminate this Contract at any time for non-performance, default or negligence by the Contractor. The determination of non-performance, default or negligence will be made solely by NLRED. Outstanding payments for services due to the Contractor will only be paid upon such termination if they are not related to any services rendered or incidents by Contractor that are the subject of The City finding of non-performance, default or negligence.

Examples of non-performance, default or negligence include, but are not limited to:

- a. Missing a scheduled mowing date;
- b. Failure to fully comply with all the provisions, terms, specifications and requirements of this Contract, the Invitation for Bid and the Contractor's Bid Submission Form.
- c. Dishonesty, theft, criminal act(s) or other such action(s) by the Contractor and/or employees or agents of the Contractor.
- d. Failure to promptly correct inadequate levels of service after notification by The City.

***Note: The above terms regarding termination are subject to modification by The City Attorney in the Final Contract, which the winning bidder is required to sign before any Work commences.**

Bid Pricing (To be filled out by Contractor)

Location	Cost Per Cut	Frequency	Total Annual Cost
Maryland Office Campus		Weekly	
McCain Substation		Monthly	
Faulkner Lake Substation		Monthly	
Dixie Substation		Quarterly	
Palm Street/Pole Yard		Quarterly	
Lakewood Substation		Weekly	
Sherwood Substation		Monthly	
Levy 2&3 Substation		Monthly	

REFERENCES

Reference for: _____

OFFERORS shall provide references on this form. References should be for similar clients as the City. The City may contact the references provided, and information from the references will be used as a part of the management skills evaluation.

1. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____
2. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____
3. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____
4. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____
5. Firm Name _____
Contact _____ Title _____
Mailing Address _____
Phone _____ Email _____

Bid Specifications

1. Wood and Waste Disposal

- a) Any dumping related fees are the sole responsibility of the Contractor.
- b) All brush, wood, limbs, and other debris shall be removed and disposed of at the time it was trimmed, unless authorized by the NLRED. All brush, wood, limbs, and other debris shall be removed and disposed of before leaving for the weekend. Nothing should be disposed of or left behind within the substation fencing, specifically the Lakewood Substation.
- c) In very limited areas identified by the NLRED, chipped and or shredded material may be left in the right-of-way. No material will be left in any right-of-way in any place or manner that would impair drainage or likely result in material being transported by storm water to drainage structures, private property, or nearby roads.
- d) Contractors shall locate and use dumping facilities that meet State, Federal and Local requirements.
- e) Mowing and/or manual removal is the preferred method for ground clearing. In trouble areas, NLRED may require the Contractor to apply herbicide after mowing and/or manual removal. In these situations, NLRED will consult with the Contractor before ground clearing begins. In some areas, NLRED might permit just the use of herbicide for ground clearing. In these situations, the Contractor must notify and get approval from NLRED before ground clearing begins.

2. Herbicides

- a) Contractor must guarantee 100% coverage of all herbicide work at the time of application and a minimum of 95% efficacy in the following growing season. Any retreatments of areas in the following growing season will be done at contractor expense.
- b) Herbicides must be approved by the NLRED prior to use in the field. Herbicide application will be done in accordance with all label directions and in compliance with all local, Federal and State Laws.

3. Per Site Requirements

- a) Maintaining the RPZ valves at Lakewood and Maryland Campus are the Contractor's responsibility. RPZ valves will be installed in the spring before growing season and removed after growing season in the fall. The RPZ valves should be stored at NLRED Maryland Campus after fall removal until they are needed again in the spring.
- b) A landscaping proposal is to be included to accommodate seasonal flower and mulch change out at Lakewood and Maryland Campus. But at a minimum they should include the following:
 - a. Mulch beds changed out yearly.
 - b. Crepe myrtles pruned yearly.
 - c. Shrubs trimmed seasonally.
 - d. Perennials changed out seasonally.
 - e. Weeds in mulch beds pulled as needed.
- c) Where applicable the Contractor shall edge all walkways and curbs at every second mowing. A steel blade edger shall be used and all walks and curbs will be swept after this task is completed. All concrete and asphalt walks and curbing, boundary-to-boundary, will be completed at every second mowing to maintain a half-inch margin from the hard surface. All dirt and debris from edging operations shall be, removed the same day. All sidewalks and curb seams will be kept free of weeds and grass.
- d) Where applicable the Contractor shall not be required to pick up or bag cut grass unless the frequency of mowing is not with standards and unsightly windrows of clippings result. In the event grass clippings are picked up or bagged, the clippings shall be removed from the site and transported to an appropriate recycling facility. In addition, subject to the prescribed mowing standards, the raking and bagging shall be a Contract requirement at no additional cost to NLRED. Mowing patterns shall be such that the clippings are evenly distributed. The Contractor must not allow grass clippings to accumulate on hard surface areas, sidewalks, or roadways. Mowing patterns will be established and equipment operated so that the height of cut is uniform at three (3) inches and prevent scalping occurrence. The Contractor must certify that trees, shrubs and other plants are not to be "barked" by running into them with mowing equipment. Grass clippings are not to be blown into shrubs or flowerbeds. The Contractor shall be required to replace trees, shrubs, and other plants that are severely damaged due to barking.

Location Requirements

1. Maryland Campus

- a) The grassy areas mowed and weed trimmed weekly.
- b) The Lower/South part of campus weed trimmed monthly.
- c) The rip rap and gravel areas sprayed quarterly.
- d) RPZ valve and flower beds to be per the Site Requirements as stated above.

2. Lakewood Substation

- a) The grassy areas mowed and weed trimmed weekly.
- b) RPZ valve and flower beds to be per the Site Requirements as stated above.

3. McCain Substation

- a) Weed trim monthly.
- b) Lay herbicide yearly.
- c) Spray weed killer as needed.

4. Faulkner Lake Substation

- a) Weed trim monthly.
- b) Lay herbicide yearly.
- c) Spray weed killer as needed.

5. Sherwood Substation

- a) Weed trim monthly.
- b) Lay herbicide yearly.
- c) Spray weed killer as needed.

6. Levy 2&3 Substations

- a) Weed trim monthly.
- b) Lay herbicide yearly.
- c) Spray weed killer as needed.

7. Dixie Substation

- a) Weed trim quarterly.
- b) Lay herbicide yearly.
- c) Spray weed killer as needed.

8. Palm Street/Pole Yard Substation

- a) Weed trim quarterly.
- b) Lay herbicide bi-annually.
- c) Spray weed killer as needed.

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:
 - a) Submitted after the bid's opening time.
 - b) 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

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**

The City of North Little Rock is committed to fair and equal opportunity in employment and service delivery regardless of race, color religion, gender, age, disability, sexual orientation, gender identity or expression, genetic information, marital status, national origin, or veteran status. This policy statement reinforces and communicates that commitment to employees

Purpose

It is the intent of the City of North Little Rock to seek bids for mowing and landscaping of the North Little Rock Electric Maryland Campus and various Substations in the City of North Little Rock, as 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

Questions related to the Bid Specifications should be directed to:

Ryan Wilson at rwilson@nlr.ar.gov

or 501-992-4055.

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 shall 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.”