

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



120 MAIN STREET - P.O. BOX
5757
NORTH LITTLE ROCK, AR 72119
501-975-8881 Telephone
501-975-8885 Fax

INVITATION TO BID

Bid Number : _____ 19-3570 Date Issued: _____ January 25, 2019

Date & Time Bid Opening: _____ Monday, February 11, 2019 at 10:30 a.m. _____

DEMOLITION OF CITY OWNED BUILDING AND REMOVAL OF ASPHALT (Fisher Armory) 2600 N Poplar Street, North Little Rock

Specifications are attached.

Any technical questions regarding this bid should directed to: Captain Jay Kovach at 501-771-7115.
General bidding questions should be directed to Mary Beth Bowman at 501-975-8880.

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings for attachments including any changes to the bid.

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 Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid, including specifications, conditions and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

NAME OF FIRM: _____ DATE: _____

TAX ID NUMBER: _____ PHONE NUMBER: _____

BUSINESS ADDRESS: _____

SIGNATURE OF AUTHORIZED PERSON & TITLE: _____

EMAIL OF CONTACT PERSON: _____

UNSIGNED BIDS WILL BE REJECTED

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 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 \$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. The City of North Little Rock will follow procedures to check bidder eligibility through the federal System for Award Management (S.A.M.) as outlined in 2 C.F.R. § 200. This will be completed prior to the award of any contract in which federal grant funds will be expended.
25. 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:

**Mary Beth Bowman
Director of Commerce
120 Main Street (P.O. Box 5757)
North Little Rock, AR 72119**

INVITATION FOR BID

**DEMOLITION OF CITY OWNED COMMERCIAL BUILDING and REMOVAL OF ASPHALT
(FISHER ARMORY)**

LOCATION: 2600 N Poplar St NLR AR 72114

PURPOSE

It is the intent of the City of North Little Rock to seek bids for the demolition of a City owned building and asphalt/sidewalks surrounding the building.

GENERAL BIDDING SPECIFICATIONS

Submission of Bids

Three (3) copies of the sealed bids must be submitted to:

Mary Beth Bowman
Director of Commerce
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.

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 Respondent 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.

Acknowledgement of Contract

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 Clarifications

All technical questions must be submitted in writing via email. Response to relevant questions will be posted on the Commerce page of the city's website: nlr.ar.gov, click on the "Business" tab, then click on "Bids and Vendors" tab, then click on "Current Bids" for all questions and responses. No questions will be answered after Monday, February 4, 2019 10 a.m.

Questions related to the Technical Bid Specifications or if you would like to schedule an on-site visit shall be directed to:

Captain Jay Kovach
Jay.Kovach@nlrpolice.org
501-771-7115

Conflict of Interest

Respondent, by responding to this Bid, certifies that to the best of his/her knowledge, 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 of interest or cause speculation as to the objectivity of the respondent's bid. 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 to the Response and 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 company name and address of bidder. Failure to manually sign bid may disqualify the bid. The person signing the bid should show title or authority to bind the company in a Contract. Firm name and authorized signature must appear on cover page of bid.

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 responsive bidder based upon the price indicated on the price sheet and meeting the specifications.

SCOPE OF WORK**1. Intent**

It is the intent of the City of North Little Rock to seek bids from qualified companies for the demolition of the commercial property located at 2600 N. Poplar Street, North Little Rock, AR known as the Fisher Armory. The building is currently vacant and will be torn down to the ground including any foundation. The site is to be clear of all un-natural material and the entire area shall be graded smooth.

2. Scope

- a) The scope of work consists of the demolition and removal of the entire building structure down to the ground including the foundation. The surrounding asphalt and concrete on the property shall be removed of and disposed of properly. The City will have the boundary lines of the property marked prior to demolition. If asphalt or concrete adjoins other properties, the asphalt and concrete should be cut along property lines prior to removing the asphalt and concrete. Also, minimize the residual effects of the demolition. Material removed shall be disposed of at an approved landfill.
- b) This demolition process must also be performed in such fashion so as to not unduly restrict access on the street in front of the property or allow for any damage to occur on surrounding property.
- c) If conditions exist that indicates the production of a large amount of dust material, the Contractor must be prepared to mitigate this problem to the extent that neighboring occupancies are not impacted.
- d) Total time for this project should not exceed thirty (30) days once work has begun unless agreed to in writing by the City.

3. Responsibilities of the Contractor/Bidder (having the same meaning)

- a) All equipment and personnel necessary to perform all the work and tasks listed in the Scope of Work are the sole responsibility of the Contractor and should be included in the contract price proposal. This requirement includes but is not limited to lifts, machinery, excavators, cranes, loaders, saws, jackhammers, breakers, brooms, shovels, scrapers, supports, dumpsters, construction boxes, roll-offs, and trailers. Multiple mobilizations may be expected and will not be treated as extras.
- b) The Contractor is responsible for removal of all debris from the site and its transportation to a location that is licensed to receive such material. All fees associated with the removal and proper and legal disposal of the demolition debris shall be included in said proposal.

- c) The Contractor is responsible for on-site security, fencing and traffic control if deemed necessary during the duration of the project.
- d) The Contractor shall comply with the hours of work regulations of the City's Municipal Code.
- e) The Contractor is responsible for receiving utility clearances and locations prior to commencing work, CALL ONE.
- f) Contractor's proposal for this project shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in the amount of five percent (5%) of the total bid price. Bid security shall be submitted with the bid and is refundable if unsuccessful.
- g) The Contractor is responsible for providing a performance bond or other suitable guarantee satisfactory to the City in the amount of the actual bid price plus 25%. The surety on the bond shall be a company that is licensed by the Arkansas Department of Insurance authorizing it to execute surety bonds.
- h) The Contractor is responsible for his/her on-site sanitation needs.
- i) The Contractor is responsible for leaving the site in a clean and usable condition after the completion of work.
- j) The Contractor is responsible for understanding this scope of work and becoming familiar with the building and site prior to commencement of work. The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigations and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.
- k) All demolition must be completed with thirty (30) days from commencement of work.
- l) The Contractor is to exercise responsible care in performing his/her work and to the greatest extent possible avoid damage to the asphalt and concrete of surrounding property.

4) Responsibilities of the City

- a) The City is responsible for securing the disconnection of all relevant utilities from the building prior to demolition.
- b) The City is responsible for providing timely guidance concerning unforeseen issues that may be identified during the demolition process so as to not delay the Contractor's work.
- c) The City is responsible for providing pictures of the current conditions of the building and making the building accessible upon request to all contractors prior to the bid submittal date.

5) Basis of Payment – Billing, Invoicing and Retention

All work will be paid at the contract lump sum price for DEMOLITION as described in the Scope of Work and as such will not be measured for payment. All billing and invoicing will be done at the completion of all work. There will be retention in the amount of five percent (5%) of the contract price until it is established that all work is completed to the satisfaction of the City.

6) Rejection of Bids

- a) The City reserves the right to cancel request for bids without penalty when it is in the best interest of the City. Notice of Cancellation shall be inserted on the City's website.
- b) The City reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Bidders shall be required to comply with all applicable federal, state and local laws.

- c) Any Bid not conforming to the specifications or requirements set forth by the City in this Bid Request may be rejected.
- d) Bids may also be rejected if they are made by a Bidder that is deemed un-responsible due to lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

7) Construction Requirements

- a) The bidder must comply with all applicable laws prerequisite to doing business in the state and City.
- b) Upon receipt of the Performance Bond, the City will return the Bid Bond to the Bidder.
- c) The Bidder must have a valid Federal Employer Tax Identification Number.
- d) The Bidder must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract, Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the City Commerce Director of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.

8) Bid Form

The proposal form for this Bid is found below and must be used in conjunction with this document. The document. The document must be filled out in its entirety. Failure to do so could result in disqualification.

Printed Name of Contractor

Address

TOTAL COST FOR PROJECT: \$ _____ LUMP SUM

PRINTED NAME: _____

SIGNED: _____

TITLE: _____

COMPANY: _____

DATE: _____ TELEPHONE NO.: _____

EMAIL ADDRESS: _____