

REQUEST FOR PROPOSALS
CITY OF NORTH LITTLE ROCK, ARKANSAS

MARY BETH BOWMAN
DEPARTMENT OF COMMERCE
120 MAIN STREET - P.O. BOX 5757 (72119)
NORTH LITTLE ROCK, ARKANSAS 72114
501-975-8881

RFP NO. 19-3589 DATE ISSUED: Thursday, April 18, 2019

DATE & TIME OF RFP OPENING: THURSDAY, May 2, 2019 @ 3:30 P.M.

RFP NOTICE

THE CITY OF NORTH LITTLE ROCK IS REQUESTING PROPOSALS
FROM QUALIFIED INDIVIDUALS/FIRMS FOR PRE-EVENT DISASTER
RECOVERY ASSISTANCE.

ANY QUESTIONS REGARDING THIS RFP SHOULD BE DIRECTED IN WRITING TO:
MARY BETH BOWMAN, DIRECTOR
DEPARTMENT OF COMMERCE
120 MAIN STREET - NORTH LITTLE ROCK, AR 72114
501-975-8881

Upon signing this request the organization certifies that they have read and agree to the requirements set forth in this Request for Proposals, including conditions set forth, pertinent information requests, Scope of Work and the Pre-Storm Contract for Debris Management Services.

NAME OF FIRM: _____ PHONE NO.: _____

ARKANSAS TAX PERMIT NO.: _____

BUSINESS ADDRESS: _____

SIGNATURE OF AUTHORIZED PERSON: _____

TITLE: _____ DATE: _____

UNSIGNED REQUEST FOR PROPOSALS WILL BE REJECTED

**City of North Little Rock, Arkansas
Request for Proposals – Emergency Debris Management and Disaster
Recovery Assistance
RFP # 19-3589**

INTRODUCTION

The City of North Little Rock covers approximately 55.5 square miles and is home to an estimated 62,304 residents. During the past several years, the City has experienced the effects of several major storms that generated very large volumes of debris including vegetative debris, construction and demolition debris from damaged structures, and other materials.

The City of North Little Rock, Arkansas (the CITY) is seeking proposals from qualified contractors for Debris Removal and Disposal Services for a period of three (3) years with two (2) subsequent one (1) year renewals possible providing all terms and conditions and specifications remain the same, both parties agree to the extension and such extension is approved by the CITY in writing. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to the CITY.

This solicitation will result in the selection of a qualified and experienced firm to manage, remove and lawfully dispose of disaster-generated debris from designated public property, right-of-way, easements and possibly private property in North Little Rock, Arkansas, immediately after a natural or manmade disaster in order to eliminate immediate threats to the public's health and safety. Services shall include, but not limited to, large scale debris removal, separation, staging, and disposal; demolition work, construction and demolition debris removal; hazardous waste handling; and stump removal.

It is the intention of the CITY to award a single contract to the highest ranked Proposer responding to this Request for Proposals (RFP).

All pages of the RFP requiring information from the Contractor or requiring a signature must be filled out and/or signed with your proposal including the Contract.

I. SCOPE OF WORK

The primary purpose of this scope of work is to maintain the public health, safety, and well-being of the CITY and its citizens during the response to an emergency situation, as well as to restore the public areas of the CITY to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage.

The work to be undertaken includes, but not limited to:

- A. **Emergency Road Clearance**: Immediately following a disaster, it may be necessary to perform emergency clearance of primary transportation routes as directed by the CITY.
- B. **Debris Removal from Rights-of-Way (ROW) and Easements**: As directed by the CITY, the Contractor shall load and haul all eligible debris from public right-of-ways and easements. Removal of debris beyond the public right-of-ways as necessary to abate imminent and/or significant threats to the public health and safety of the community may be required. All collection and hauling will be consistent with all federal, state and local requirements applicable to the disaster event.
- C. **Debris Clearance/Removal from Public Property**: As directed by the CITY, the Contractor shall clear eligible debris from public property, load and haul all debris to a lawful disposal destination.
- D. **Debris Removal from Private Property**: Should an imminent threat to life, safety and health to the general public be present on private property, the Contractor as directed by the CITY, will accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
- E. **Reduction of Vegetative and Construction and Demolition (C&D) Debris**: In order to reduce the burden on available landfill space, the Contractor may be required to reduce vegetative and C&D debris by grinding.
- F. **Reduction of C&D Debris by Compaction**: The Contractor may be required to reduce C&D debris by compacting the debris with heavy equipment (i.e. large trackhoe). This may include C&D debris delivered to the TDSRS by the Contractor, CITY, or by others.
- G. **Temporary Debris Staging and Reduction Sites (TDSRS)**: The Contractor will prepare and maintain a sufficient number of TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including

provision of crushed concrete for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

All debris shall be processed in accordance with local, state and federal law, standards and regulations. Process shall include, but not limited to, reduction by tub grinding and/or incineration when approved by the CITY. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

- H. **Hazardous Waste Removal and Disposal**: The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, certified, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and federal regulations.
- I. **Demolition of Hazardous or Condemned Structures**: As directed by the CITY, the Contractor shall demolish structures and remove debris that has been determined by the CITY to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The CITY will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. In addition, the CITY will direct actions to that the aforementioned ROE Agreement includes a Hold Harmless clause from the private property owner that indemnifies the CITY and the Federal Government from any and all damages resulting from the Contractor's debris removal operations from said property. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities. Where appropriate waivers are obtained, the CITY may direct the Contractor to clear debris from private property.
- J. **Debris Disposal**: The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable local, state and federal laws, standards and regulations. Final disposal locations will be at approved facilities with prior notification to the CITY and their consent on the proposed disposal site. All temporary disposal and reduction sites shall comply with all local, state and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the CITY.

Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

- K. **Documentation and Inspections:** Storm debris shall be subject to inspection by the CITY. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the CITY access to all work sites and disposal areas. The Contractor and the CITY will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS facilities. The Contractor will assist the CITY in preparation of the Federal, FEMA, and state reports for any potential reimbursement through the training of City of North Little Rock employees and the review of documentation prior to submittal. The Contractor will work closely with the State Division of Emergency Management, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
- L. **Work Sites:** The CITY will establish the priority and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If the CITY does not award a single contract, as proposed, and decides to award multiple contracts, each Contractor will be assigned a geographic area or type of debris. The CITY may choose to reassign areas at any time for any reason. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less) that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the City or its agent. **Contractor will not be allowed to “cherry pick” debris.**
- M. **White Goods:** The Contractor shall remove, decontaminate, transport, and recycle (or dispose of, at Contractor’s discretion) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc. from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released

during the removal, hauling, or recycling process. Contractor shall dispose of all white goods encountered in accordance with applicable local, state and federal laws.

- N. **Hazardous Stumps:** If more than 50% of the root ball of a stump, greater than 24 inches diameter measured 24 inches above the ground, is exposed, the stump shall be removed. The Contractor shall back-fill each stump hole flush with the surrounding ground with clean fill dirt and compacted. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Stumps will be hauled to TDSRS where they shall be inspected and categorized by size.
- O. **Clean Fill Dirt:** The Contractor shall place compacted fill dirt created by equipment, holes created by the removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the CITY. This clean fill dirt shall be compacted as directed by the CITY.
- P. **Contractor Equipment:** All equipment and vehicles utilized by the Contractor shall meet all the requirements of Federal, state and local regulations including, without limitation, all USDOT regulations, and are subject to the approval of the CITY. All loads must be secured and tailgates must be made of metal. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

The Contractor shall furnish a complete and updated list prior to any work beginning after a disaster identifying truck and trailers that will be used in the transport of debris from the TDSRS sites to the permanent disposal sites. The listing shall include the following information:

1. Truck and/or trailer license numbers;
2. Year, make and color of each truck and/or trailer; and,
3. Cubic yardage capacity of each truck and/or trailer.

Each truck and trailer passing through disposal checks shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the CITY shall not be paid for debris being transported.

Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

Q. **Documentation and Recovery Process:** Contractor will provide the following in additional to debris removal:

1. Recovery process documentation – create recovery process documentation plan;
2. Maintain documentation of recovery process;
3. Provide written and oral status as requested by the CITY;
4. Review documentation for accuracy and quantity; and,
5. Assist in preparation of claim documentation.

These items for the documentation and recovery process shall be included in the items in the pricing tables. Proposers shall have proven experience with overall management and knowledge of FEMA requirements, rules and regulations to qualify for this item.

II. Administrator

City of North Little Rock, Arkansas

III. Selection Committee

Proposals will be reviewed and ranked by a City appointed evaluation committee. Those firms short listed may be selected for interviews and asked to make a presentation to the evaluation committee. Any interviews and on-site presentations will be at Respondent's expense.

All questions about this proposal must be submitted in writing and include the company name and each question to: Department of Commerce, Attention: Mary Beth Bowman, 120 Main Street, North Little Rock, AR 72114.

IV. Submission Requirements

- A. To be considered, submit one (1) original and five (5) complete copies of the RFP in an 8 ½" X 11" format for a total of six (6). The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. All copies of the proposals may be included in a single envelope or package, properly sealed and identified.
- B. Any proposer who wishes his/her proposal to be considered is responsible for making certain that his/her proposal is received by the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic Proposal or modification will be considered. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the City before the Proposal Submittal Deadline. **Any proposal received after the due date and time will not be accepted.**

C. Proposals must be submitted to the City of North Little Rock, Department of Commerce, Attention: Mary Beth Bowman, 120 Main Street, North Little Rock, AR 72114 by 3:30 p.m. on Thursday, May 2, 2019.

D. The following information is required and must be submitted with your proposal in the order requested below:

1. Name, address, phone number, fax number and email address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.
2. The Proposer's qualifications to meet the City of North Little Rock's objectives and perform tasks listed in the proposal. This shall include the size of the firm, office location from which the service is being performed and provide a descriptive list of key personnel to be assigned to provide the required services describing experience, training, and education relevant to the required services.

Provide an organization chart.

3. List of equipment available for recovery projects.
4. To be eligible to respond to this RFP, the Proposer must be regularly engaged in the business of providing debris removal as outlined in the RFP. **Proposer's Firm must have and demonstrate a minimum five (5) years continuous experience providing post disaster debris management services as a qualified contractor.**

List all disaster specific experience within the past five (5) years, including date of event, response time, client, and contact person with telephone number if available. The Proposer should indicate, relative to response time:

- a. The location of the Contractor's firm and equipment. In the case of a major disaster, explain how quickly you could mobilize based on the severity of the disaster. Please indicate how your required equipment and personnel would be made available to the City of North Little Rock.
 - b. Indicate and list any legal actions brought by or against your firm in the last five (5) years in regards to debris removal services by your firm.
5. Provide a debris management and response plan applicable for the scope of work listed in this RFP. This description should fully and completely demonstrate the Proposers intended methods in performing the contract. At a minimum, the plan shall address mobilization, response time, hauling, staging, reduction, recycling, disposal, TDSRS management, and required documentation.

6. List of costs associated with the technical services and/or tasks to be provided by the Contractor.
7. List at least three references. The reference list should demonstrate the company's commitment and investment in the emergency disaster services field and identify each reference with contact name, address, and telephone number. Letters of reference may be included.

V. Limitations

- A. This request does not commit the City of North Little Rock to the award of a contract. The CITY shall not be liable for any costs incurred by Proposers in the preparation for a response to this RFP.
- B. The City of North Little Rock may or may not require the prospective Proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
- C. The City of North Little Rock reserves the right to reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process. The CITY will award a contract deemed most advantageous for the CITY.

VI. Minimum Requirements of Proposer

- A. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, the Evaluation Selection Committee shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Evaluation Selection Committee reserves the right to reject any or all proposals.
- B. Previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.
- C. The individual/firm warrants that they are fully qualified with adequate personnel and experience to undertake the services required within a reasonable time.
- D. The individual/firm warrants that they have the necessary equipment to carry out the scope of work as specified in this RFP.
- E. Proposers are advised that the CITY promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises in all aspects of contracting. Joint

venturing at the prime and sub-consultant levels is encouraged where the joint venture results in a more qualified and/or more diverse Proposer.

- F. The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the Contract.

The Proposer represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of North Little Rock. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save and hold the City of North Little Rock, its officers, agents, and employees, harmless from and against any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

VII. Criteria for Evaluation and Award

The following criteria shall be used to evaluate the proposals, with the weight of each criteria to be determined by the Evaluation Committee selected by the CITY.

Proposers may be requested to give an oral presentation after submission of responses, should the CITY find it necessary to determine which proposal would be the most advantageous for the CITY.

Cost of Services.....40
A maximum of 40 points shall be based on the lowest overall unit prices provided Vegetative and C&D debris in line with FEMA guidelines.

Qualifications, including but not limited to.....40
A maximum of 40 points will be based on the firm’s integrity, character, reputation, experience, qualifications, certifications and ability to perform work within the time specified and without delay including consideration of personnel, references, the quality of performance on previous municipal contracts of similar scope and nature and past compliance laws, ordinances, and contracts.

Location and Subcontractors.....20
A maximum of 20 points shall be based on location of Proposer’s Firm to the City of North Little Rock and Proposer has taken necessary steps to ensure there are opportunities to award contracts to minority, women-owned, and Labor Surplus Area businesses and firms whenever possible.

Incurred Expenses

The City of North Little Rock is not responsible for any expenses, which Proposers may incur in the preparation and submittal of proposals by this RFP, including but not limited to, costs with travel, accommodations, meals, interviews, or presentation of proposals.

Do you have other current contracts for Disaster Recovery Assistance with other government entities in the state of Arkansas? If Yes, please list below:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with the requirements set forth within the City of North Little Rock's Request for Proposal Number 19- _____ dated _____, 2019, hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature

Date

ANTI-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He/She is the _____ of _____ attached RFP;
2. He/She is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;
3. Such RFP is genuine and is not collusive or sham RFP;
4. Neither the said Proposer, nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit collusive or sham RFP in connection with the contract for which the attached RFP has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix any overhead, profit, or cost element of the RFP price of any other Proposer to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of North Little Rock or any person interested in the proposed contract; and,
5. The price or prices quoted in the attached RFP are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including this affidavit.

Signature

Title

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. Additional information or bid forms may be obtained from:
COMMERCE DEPARTMENT, 120 Main Street, North Little Rock, Arkansas 72114 (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 72114 (72119)**