

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 Phone  
501-975-8885 Fax

## INVITATION TO BID

Bid Number : \_\_\_\_\_ 18-3513 \_\_\_\_\_ Date Issued: \_\_\_\_\_  
January 9, 2018

Date & Time Bid Opening: \_\_\_\_\_ Tuesday, January 23, 18 at 11:00 a.m.

### Chiller Replacement at the North Little Rock Community Center (2700 Willow, North Little Rock)

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

A five percent (5%) bid bond is required with the bid.

Specifications are attached.

Any technical questions regarding this bid should directed to: **Tina Worrell at 501-580-0832**  
General bidding questions should be directed to the Commerce Department at 501-975-8881.

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:

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SIGNATURE OF AUTHORIZED PERSON & TITLE:

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UNSIGNED BIDS WILL BE REJECTED

**Bid #18-3513**  
**City of North Little Rock - Parks and Recreation Department**  
**NLRCC Chiller Replacement BID**

**General Statement**

The City of North Little Rock Parks and Recreation Department ("City") is seeking qualified parties to submit bids, including a pricing summary for the replacement of the chiller at the North Little Rock Community Center (2700 Willow Street, North Little Rock, Arkansas 72114).

**Scope of Work**

Mechanical Contractor shall provide price for all labor and material to install a new water-cooled chiller for North Little Rock Parks & Recreation.

- Remove and dispose of existing Carrier chiller
- Provide crane service and rigging to accept new chiller
- Reconnect to existing chilled water piping and provide new insulation and pipe tagging. Use Flexible Connectors as needed.
- Reconnect to existing condenser water piping and provide pipe tagging
- Reconnect to existing electrical service with appropriate sized breaker.
- Connect chiller to a building's current pneumatic system with future plans to switch to a new building automation system.
- Interlock chilled water pump start/stop to chiller controller.
- Install new flow switch provided by chiller supplier
- Provide cooling tower water treatment for first two (2) years while under warranty period.
- Install four (4) inch Housekeeping Pad

**Water-cooled Chiller Minimum Requirements:**

**Capacity:** 160 tons, rated with 44F/54F chilled water temperature and 85F/95F ambient temperature.

**Water Pressure Drop:** 22ft evaporator and 19ft condenser

**Minimum Efficiency:** 0.684 kW/ton

**Minimum Part load efficiency:** 0.4891 kW/ton

**Voltage:** 460/3

**Maximum MCA:** 181A

**Maximum MOP:** 225A

**Maximum sound level at 20 ft:** 71 dB(A)

**Maximum physical dimensions:** length: 144", width: 47", height 78"

Must use Refrigerant R-134a

Multiple Circuits (compressors)

If there are any changes to the current pump or electric panel, cost must be included in this bid.

**Accessories to be included:**

- Single point power w/ Non-fused disconnect with lockable handle
- BACnet BAS interface
- 2 - flow switches
- Suction service valves
- Control power transformer
- Neoprene isolator
- Factory startup
- Owner training for basic operation and maintenance duties.

Building Size is approximately 43,000 square feet.

**Approved Chiller manufacturers are:**

- A. Trane
- B. JCI (York)
- C. Carrier

**Options**

Option #1 Extended Warranty – Five (5) years on parts, labor and refrigerant

Option #2 Two (2) years preventative maintenance agreement for the new chiller including 6 quarterly inspections and 2 comprehensive annual inspection with condenser coil cleaning.

Option #3 Replace existing condenser water pump with new end suction pump equivalent to PACO model LCS with no field alignment required between pump impeller and motor. Pump requirements are 500 GPM, 75 ft head, maximum 15 HP, 460/3. Provide suction diffuser and triple duty valve. Contractor to balance pump to match chiller design flow rate.

**Inspection of Site and Conditions**

Before submitting a bid, the bidder shall examine the site of the work and ascertain for himself/herself all of the physical conditions in relation thereto. Failure to take this precaution will not release the successful bidder from entering into contracts nor excuse him from performing the work in strict accordance with the terms of the contract. Contractor shall employ, so far as possible, such methods and means of carrying out his/her work as will not cause any interruption or interference with any other work being performed by City. No statement made by any officer agent or employee of the City in relation to the physical conditions pertaining to the work site, will be binding on the City.

A site visit is required for the bid to be considered. Two site visits will be scheduled and you must attend one of the visits. Contact Jenifer Holland at (501) 791-8543 to schedule which site visit you plan to attend. A form (Appendix A) will be completed at the site visit to be submitted with the bid.

Site Visit Option 1 – **January 11, 2018 at 10 a.m.** Meet at the North Little Rock Community Center, 2700 Willow Street, North Little Rock, Arkansas 72114

Site Visit Option 2 – **January 16, 2018 at 10 a.m.** Meet at the North Little Rock Community Center, 2700 Willow Street, North Little Rock, Arkansas 72114

### **Qualification of Bidders**

Bidder must be qualified to perform the work required under the Contract and may be required to submit evidence, if determined necessary by the City, of experience, work force, and ability to supply all equipment to properly execute the Contract. Bidder must have ten (10) years in commercial Chiller Installation and Operation.

### **Selection Criteria**

This project will be awarded to the lowest, best qualified bidder.

### **Submission of Bids**

Two copies of the bid must be submitted in a sealed envelope and clearly marked “NLRCC Chiller” written on the outside to:

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

### **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.

### **Bid Questions and Clarification**

All questions must be submitted in writing via email. Response to relevant questions will be posted on the Commerce web page at [nlr.ar.gov](http://nlr.ar.gov), click on the “Business” tab, then click on the “Bids and Vendors” tab, then click on “Current Bids”. No questions will be taken after 4:00 p.m. on January 19, 2018

Technical questions related to the Bid should be directed to:

Tina Worrell  
[tworrell@nlr.ar.gov](mailto:tworrell@nlr.ar.gov)

### **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 RFP.
- A condition that the proposal submitted was independently arrived at without collusion.

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

### **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.

### **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 the law), marital status, political affiliations, handicap, sexual orientation or gender identification. 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, handicap, sexual orientation or gender identification. 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, national origin, sex, or sexual orientation 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.

**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.

**Conflict of Interest**

Respondent, by responding to this Bid, certifies that to the best of its 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.

**Nondiscrimination**

Respondent agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this Bid. Furthermore, Respondent agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

**Project Schedule**

The Contractor shall agree to complete the work on a mutually agreed upon schedule with the City, not to exceed 30 calendar days from the "Notice to Proceed" upon determination of the

successful bidder. Before start of construction, the Contractor will be required to submit their anticipated project schedule.

### **Contractor Liability**

The Contractor shall be responsible for all damages to persons or property in the performance of their work. Proof of insurance satisfactory to the City, shall be furnished prior to award of the Contract. Contractor is responsible for the safety, security, and minimizing damage to structure and materials, which will include, but not limited to felting newly installed decking, etc.

### **Liability Insurance**

Contractor shall, at Contractor's sole cost and expense, procure and maintain for the duration of this Contract proper and complete liability insurance in the amount of \$1,000,000, and Workers Compensation Insurance in accordance with the laws of the State of Arkansas. The City shall not be responsible in case of accident.

### **Workers Compensation Insurance**

Proof of insurance shall be required by the City prior to bid award and at any time thereafter throughout the contract period as deemed necessary by the City.

### **Permits and Indemnification**

The Contractor shall, at his own cost and expense, provide the necessary permits.

### **STOPPING THE WORK**

1. Work shall be stopped at any time it is determined that conditions are not within the specification requirements of applicable regulations. Stopping the Work may be initiated by:
  - a. The City's representative
  - b. The Contractor's Lead Consultant
  - c. Federal, State, or Local regulatory officials
2. The stoppage of Work shall continue until conditions have been corrected and corrective steps have been taken to the satisfaction of the persons having jurisdiction.
3. Standby time required to resolve violations shall be at the Contractor's expense.

### **Substitutions**

The materials, products, and equipment described in the Scope of Work establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

No substitution will be considered unless a written request for approval has been submitted by the Bidder and had been received by the Commerce Department at least seven (7) calendar days prior to the date for receipt of bids.

Each such request shall include the brand and name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A



statement setting forth any changes in other materials, equipment or other work that incorporation of these substitutions would require shall be included. The burden of proof of merit of the proposed substitution is upon the proposer. The City's decision of approval or disapproval shall be final.

If the City of North Little Rock approves any proposed substitution, such approval will be set forth in an Addendum or a letter from the City of North Little Rock. Bidder shall not rely upon approvals made in any other manner.

#### **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.

#### **Removal of Debris, Cleaning, etc.**

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his employees or work, and at the completion of the work, Contractor shall remove rubbish from and about the project and remove all tools and surplus materials and shall leave the work site clean. In the case of dispute, the City may remove any waste or rubbish and charge the cost to the Contractor.

#### **Payments**

Partial payments for the work completed in place and approved by the City may be made to the Contractor upon receipt of invoice and approved by the City. A 10% retainage will be deducted from all partial payments. Upon final inspections and approval of all work by the contractor, the City will make the final payment on the Contract.

#### **Final Inspection**

When work is substantially completed, the Contractor shall notify the **City of North Little Rock** in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the City of North Little Rock having charge of inspection and shall be given at least ten (10) days prior to the date stated for final inspection. If the **City of North Little Rock** determines that the work is as represented, it will make the arrangement necessary to have final inspection commenced on the date stated in such notice or as soon thereafter as is practicable.

#### **Correction of Work Before Final Payment**

The Contractor shall promptly remove and correct all work identified by the City of North Little Rock as unacceptable. The Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the City. It shall bear the expense of making good all work of other contractors destroyed or damaged by such replacement. This may require numerous efforts by the Contractor until the City is satisfied by the final work result.

**Warranties**

The Contractor shall provide a Five (5) year compressor parts warranty, Two (2) year complete parts, labor, and refrigerant warranty, and Two (2) year warranty for all work performed.

**Bid Bond**

A 5% Bid Bond or Certified Check must be submitted with the bid.

**Performance Bond**

A Performance Bond equaling the total amount of any bid exceeding \$20,000 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).

**APPENDIX A**

Site Visit Report

(Must be signed by either Tony Pate, Temeka Martin or Tina Worrell and returned with bid)

Person making the Site Visit for the Contractor: \_\_\_\_\_

Site Visit

Location

Date

Contact Person

North Little Community Center  
2700 Willow Str, NLR, AR 72114

\_\_\_\_\_

\_\_\_\_\_

**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 (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](http://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**