

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



120 MAIN STREET
NORTH LITTLE ROCK, AR 72114
501-975-8881 Telephone
501-975-8885 Fax

INVITATION TO BID

Bid Number: 18-3519 Date Issued: February 9, 2018

Date & Time Bid Opening: Friday, February 23, 2018 at 10:00 a.m.

Fiber Optic Network System Inventory Specialist Firm/Company North Little Rock Electric Department

Total Bid Price: \$ _____

Scope of Work is detailed below in the document.

Any technical questions regarding this bid should directed to:

Jared Northcutt 501-992-4092 jnorthcutt@nlr.ar.gov

Eric Heinrichs 501-992-4086 eheinrichs@nlr.ar.gov

General bidding questions direct 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: _____

SIGNATURE OF AUTHORIZED PERSON & TITLE: _____

UNSIGNED BIDS WILL BE REJECTED

INVITATION TO BID
City of North Little Rock, Arkansas
Fiber Optic Network System Inventory Specialist Firm/Company

North Little Rock Electric (NLRED) is the largest municipal utility in the State of Arkansas. We have around 38,500 customers and are for the most part serve a dense urban service territory. Our system covers around 85 square miles. We serve North Little Rock customers from Burns Park in the west to the Galloway area in the east and from the Arkansas River south of downtown NLR up north to the majority of Sherwood and a small part of Pulaski County.

NLRED has built and maintained a fiber loop through North Little Rock and Sherwood for use by NLR's City Departments. Our current records indicate we have 34.5 miles of fiber optic cable and have 33 endpoints in buildings or sites within this footprint. The submitted bid should reflect an inventory delivered of this size and include descriptions of the reports and documentation that will be submitted to NLRED at the end of the inventory.

A list of endpoints and a copy of our current fiber maps will be provided directly to contractors interested in bidding on this job. Contact information will be listed later in this document. If lines of fiber owned by NLRED are found during the inventory that do not exist on our provided maps, a per pole location price to GPS each additional span of undocumented fiber shall be submitted. In addition, a price per any endpoints found not disclosed by this bid should be included as well.

Most of the infrastructure uses overhead pole-mounted attachments. NLRED is working toward wrapping up an inventory on its electric system infrastructure and it has become apparent that an inventory on our fiber system would be of benefit not only to NLRED but to the city as a whole as well.

SCOPE OF WORK

We need the following information collected to complete a field inventory of this fiber infrastructure:

- Location of all splice points and junction boxes; document the following:
 - GPS
 - Physical Address if in close proximity
 - NLRED wood or metal pole number if in close proximity (these tag numbers are 5 or 6 digits long on a yellow and black tag with NLRED logo)
- Mapping of all pairs and their connections inside splice points, junction boxes, and patch panels
 - Include fiber bundle count, fiber type (SM/MM), and what is or isn't spliced in each line
- Locations of all end points and the pairs that enter each building or site
- List of fiber pairs terminated inside each location's Light Interface Unit (LIU) or Fiber Patch Panel
- If jumpers and patch cables exist in a location, these will be followed out to what device is connected to that cable and documented; Include the following:
 - All of the city's network switches are labeled and can be documented using this ID
 - Make and Model Number of Device
 - Port Name Connected to Fiber
 - Patch Panel Number of Fiber Pair used by this port
 - Physical Address/Building Name

For additional information or questions or for copies of the documented endpoint sites and system maps, please contact either of the following:

Jared Northcutt 501-992-4092 jnorthcutt@nlr.ar.gov

Eric Heinrichs 501-992-4086 eheinrichs@nlr.ar.gov

Submission of Bids

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

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

Firm Pricing for City Acceptance

Bid price must be firm for City acceptance for a minimum of ninety (90) 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.

Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the terms and conditions contained herein. See Exhibit "A" for Draft Contract.

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, click on the "Business" tab, then click on the "Bids and Vendors" tab, then click on "Current Bids".

Questions related to the Bid Specifications should be directed to:

Jared Northcutt 501-992-4092 jnorthcutt@nlr.ar.gov

Eric Heinrichs 501-992-4086 eheinrichs@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 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 CPMPANY/CONTRCTOR 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 will 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.)

Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the City reserves the right to negotiate with the lowest responsive, responsible bidder to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the low price and the specifications/scope of work to be performed.

CONTRACT

EXHIBIT "A"

FOR

FIBER OPTIC NETWORK SYSTEM INVENTORY

THIS **CONTRACT** is made this ____ day of _____, 2018, by and between THE CITY OF NORTH LITTLE ROCK, herein called the "City," acting herein through its Mayor, Joe A. Smith, and _____, herein called "Contractor."

In consideration of the mutual covenants herein, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: collecting information to complete a field inventory of the fiber infrastructure by locating all splice points and junction boxes; mapping of all pairs and their connections inside splice points, junction boxes, and patch panels; listing fiber pairs terminated inside each location's Light Interface Unit (LIU) or Fiber Patch Panel; etc., in North Little Rock.

ARTICLE 2. CONTRACT DOCUMENTS

2.01 The Contract Documents shall consist of:

- (a) The fully executed Contract;
- (b) The entire Bid Documents dated: _____ ;
- (c) The Contractor's Bid dated _____ all of which documents are incorporated herein;
- (d) The General Conditions, as modified;
- (e) Performance Bond;
- (f) Maintenance Bond;
- (g) Proof of Insurance Coverage;
- (h) Proof of Workers' Compensation Insurance;

The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- (i) Written Amendments;
- (j) Work Change Directives;
- (k) Change Order(s).

2.02 To the extent of any direct conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately seek clarification from the Engineer and notify the Owner that clarification has been requested. In the event that the Engineer fails to clarify such discrepancy within a reasonable time under the circumstances, the Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order of priority:

- i. Modifications issued after execution of the Agreement;
- ii. This Agreement;
- iii. Addenda issued prior to the execution of the Agreement, with the Addenda bearing the latest date taking precedence;
- iv. The General Conditions of the Contract;
- v. The Drawings and Specifications; and
- vi. The Schedule of Contractor's Qualifications, Clarifications, and Assumptions.

2.03 The Contract Documents may only be amended, modified, or supplemented as provided in Article 11 of the Standard General Conditions.

ARTICLE 3. CONTRACT PRICE

3.01 Contractor hereby agrees with the City to commence and complete the Work for the sum of - _____ (\$_____) and any additional services in connection therewith, under the terms stated in the Standard General Conditions, as modified.

3.02 Further, in accordance with the Contract Documents, Contractor agrees, at its own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the Project in accordance with the Bid Documents and General Conditions, as modified, and prices stated in these specifications, which include any maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, all of which are made a part hereof and collectively constitute the Contract.

3.03 The City agrees to pay the Contractor in current funds for the Project performed under the Contract, subject to additions and deductions, as provided in the Standard General Conditions, as modified.

ARTICLE 4 ENGINEER

4.01 The Project Engineer:

[ENGINEER]

[ADDRESS]

Who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 5 CONTRACT TIMES, DATES FOR SUBSTANTIAL COMPLETION, AND LIQUIDATED DAMAGES

5.01 Contractor hereby agrees to commence the work on the Project on or before a date to be specified in a written Notice to Proceed of the City, incorporated by reference as set forth herein, and to fully complete the project on a mutually agreed upon schedule thereafter. Contractor further agrees to pay, as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as hereinafter provided.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Payments to Contractor

Contractor shall submit Applications for Payment in accordance with Article 15 of the Standard General Conditions of the Construction Contract, as modified. Applications for Payment will be processed by ENGINEER as provided in the Standard General Conditions of the Construction Contract, as modified.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.01 In order to induce Owner to enter into this Agreement CONTRACTOR makes the following representations:

- .1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- .2 Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- .3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations, and ordinances that may affect cost, progress, and performance of the Work. All Work shall be completed in accordance with all applicable federal, state, and local laws, regulations, and ordinances.
- .4 Contractor has carefully studied all: (1) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if applicable, which have been provided as described in paragraph 5.03 of the Standard General Conditions of the Construction Contract, as modified and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions, if applicable, as provided in paragraph 5.06 of the Standard General Conditions of the Construction Contract, as modified.
- .5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- .6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- .7 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- .8 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- .9 Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- .10 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.02 The Contractor further represents and warrants that:

.1 Contractor has full power and authority to enter into this Contract and to carry out the Project contemplated by this Contract.

.2 The Contractor represents and warrants that Contractor will comply with all laws applicable to the performance of the Project under this Contract.

.3 The Contractor represents and warrants that Contractor's execution, delivery, and performance of this Contract will not constitute: (i) a violation of any judgment, order, or decree binding on Contractor; (ii) a breach under any contract by which Contractor is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.

.4 The Contractor represents and warrants that the Project will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the Project is performed, and that all work on the Project meet the specifications set forth herein. Contractor further represents and warrants that Contractor and all personnel used to perform the Project, including permitted subcontractors, possess the knowledge, skill, and experience necessary to perform the Project.

.5 The Contractor represents and warrants that Contractor has, and shall maintain in effect for the duration of this Contract, all licenses, permits qualifications, and approvals of whatsoever nature which are legally required for Contractor to complete the Project. Contractor shall also ensure that all permitted subcontractors are similarly licensed and qualified.

ARTICLE 8 CHANGE ORDERS

8.01 The Contractor and the Owner agree and acknowledge as a part of this Contract that no change order, as defined in Section 1.01.A.8 of the General Conditions of the Installation/Construction Contract, as modified, or other form or order or directive is authorized without written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made, and without the change order being signed by the Owner and the Contractor. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

ARTICLE 9 SUSPENSION OF WORK AND TERMINATION

9.01 Suspension of Work and Termination of this Contract will be in accordance with Article 16 of the Standard General Conditions of the Construction Contract, as modified.

9.02 Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of availability of sufficient funds for the performance of fiscal obligations arising under this Contract.

ARTICLE 10 INSURANCE AND BOND

10.01 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.

10.02 Contractor shall provide a Performance Bond equaling the total amount of the bid, (pursuant to Ark. Code Ann. §§ 18-44-503 and 22-9-401.

10.03 Additionally, a 2 year maintenance bond shall be furnished by the Contractor to cover all construction and improvements in the public right of way. Contractors shall furnish a Maintenance Bond to the City of North Little Rock covering any defects in materials and workmanship for the required improvements installed by that Contractor in the amount of 50 percent of the total cost of those improvements. The bond(s) shall be in full force and effect for not less than 2 year from the date of the letter from the City of North Little Rock certifying that all improvements have been completed and approved, and further stating that any and all defects in materials and workmanship shall be corrected by the Contractor by the end of the bond period. Work performed under the terms of the Maintenance Bond shall be approved by the City of North Little Rock – North Little Rock Electric Department.

ARTICLE 11 INDEMNIFICATION

11.01 To the extent permitted under Arkansas law, the Contractor shall indemnify and hold the City its officers, employees, and agents harmless from any loss, lawsuit, liability, damage, cost and expense (including reasonable attorneys' fees) which may arise out of or result from (i) claims by third persons against the City that the Project has caused damage to property or bodily injury (including death); or (ii) the acts or omissions of the Contractor, its agents or employees in connection with this Contract; or (iii) any defects in any equipment used by the Contractor; or (iv) any breach or default in the performance of the obligations of the Contractor hereunder including any breach of warranties.

11.02 The invalidity, in whole or in part, of any of the foregoing paragraph will not affect the remainder of such paragraph.

11.03 The foregoing indemnification by the Contractor is not a waiver of the City's tort of immunity.

ARTICLE 12 DISPUTE RESOLUTION; LEGAL FEES

12.01 Dispute resolution shall be in accordance with the process set forth in the Standard General Conditions of the Construction Contract, as modified. For any dispute not resolved by any mediation process pursuant to the Standard General Conditions of the Construction Contract, as modified, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 13 MISCELLANEOUS

13.01 Terms. Terms used in this Agreement will have the meanings indicated in the Standard General Conditions of the Construction Contract, as modified.

13.02 *Restrictions on Public Improvement Contracts*

.1 In accordance with the Bid Documents, all bid documents related to public Improvements exceeding \$75,000 in value must include a statement that encourages participation of small, minority, and women's business enterprises.

.2 Contractor, in accordance with Ark. Code Ann. §§ 18-44-503 and 22-9-401, must furnish a surety bond in an amount equal to the contract price.

.3 In accordance with Ark. Code Ann. § 22-9-601, et seq., Contractor is subject to the retainage provisions of which allows the City to retain five percent (5%) of payments until final project completion. Ark. Code Ann. § 22-9-601, et seq., does not prohibit the City from withholding retainage throughout the project.

13.03 The City may forego withholding retainage of the progress payment if:

.1 The construction contract is fifty percent (50%) complete;

.2 The contractor has provided the work in a satisfactory manner; and

.3 The design professional and public agency agree with and approve of subdivisions (a)(1)(B)(i)(a) and (b).

13.04 Contractor acknowledges that a public right-of-way is an easement used for ingress and egress to property. These easements are held by the City for the benefit of the public at large. As part of any public improvement contract performed in or about public rights-of-way, the City requires and Contractor agrees that such rights-of-way will be repaired, to the extent possible, to the condition prior to the performance of work.

13.05 *Choice of Law; Venue*

The parties hereto agree that this Contract shall be construed under Arkansas law, excluding its conflict of laws rules. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Contract shall be vested in either the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas.

13.06 *Non-Waiver*

No delay or failure to exercise any right under this Contract shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

13.07 *No Assignment*

The Project to be performed pursuant to this Contract is personal in nature, and Contractor may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Contract without the prior written consent of the City.

13.08 *Merger*

This Contract constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Contract.

13.09 *Modification*

No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

13.10 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.11 *No Presumption Against Drafter*

Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

13.12 *Counterpart Execution*

This Contract may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

13.13 *Filing*

This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

[Signatures on the Next Page]

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

City of North Little Rock

By: _____
Joe A. Smith, Mayor

Contractor

By: _____

Print Name/Title

ATTEST:

Diane Whitbey, City Clerk

Contract reviewed and approved by:

CITY OF NORTH LITTLE ROCK, ARKANSAS

AMY BECKMAN FIELDS
North Little Rock City Attorney

BY: _____
Deputy City Attorney