

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: 18-3534 Date Issued: May 10, 2018
Date & Time Bid Opening: Thursday, May 24, 2018 at 10:30 a.m.

Installation of Luxury Vinyl Tile at Fire Station 4 8723 Maumelle Blvd., North Little Rock, Arkansas

Total Bid Price: \$ _____

Specifications are attached.

Any technical questions regarding this bid should directed to: Beau Buford at (501)340-5383.

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 & 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

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 \$20,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).
19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
24. Additional information or bid forms may be obtained from:
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881
www.nlr.ar.gov

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:

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

INVITATION FOR BID

INSTALLATION OF LUXURY VINYL TILE FLOORING (LVT) CITY OF NORTH LITTLE ROCK FIRE DEPARTMENT Fire Station #4 – 8723 Maumelle Boulevard, North Little Rock

1.0 PURPOSE

The intent of this Invitation For Bid is to obtain bids to acquire the services of a flooring company/contractor to install approximately 1017 square feet of Luxury vinyl tile flooring at Fire Station #4 located at 8723 Maumelle Boulevard, North Little Rock.

2.0 COMPETITION INTENDED

It is the City of North Little Rock's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Director of Commerce in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Director of Commerce not later than seven (7) days prior to the date set for bids to close.

3.0 SPECIFICATIONS

This IFB shall be in accordance with the Scope of Work outlined in this Bid document.

4.0 INSTRUCTIONS TO BIDDERS

4.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the General Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the contractual obligations. On the front of the envelope when submitting a bid, include Bid number and project title: Bid for the Installation of Usury Vinyl Tile. Bids must be received by the Commerce Department BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to:

Mary Beth Bowman
Department of Commerce
120 Main Street
North Little Rock, AR 72114

The City is not responsible for delays from the US Post Office or any other courier. *Faxed and emailed bids will not be accepted.*

4.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and

all bidders. The Department of Commerce is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other City staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, no questions will be taken after 2:00 p.m. on Friday, May 18, 2018. It is the responsibility of all bidders to ensure that they have received all Addendums. Addendums can be downloaded from www.nlr.ar.gov.

Contact the following person for questions regarding the bid specifications:

Beau Buford
Assistant Fire Chief
North Little Rock Fire Dept.
bbuford@nlr.ar.gov
(501) 340-5383

4.3 Firm Pricing for City Acceptance

Bid price must be firm for City acceptance for a minimum of ninety (90) days from bid opening date.

4.4 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 FIRM IN AN AGREEMENT. Firm name and authorized signature must appear on cover page of bid.

4.5 Late Bids

LATE bids will not be opened.

4.6 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.

4.7 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based upon the prices for the different products.

4.8 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.

4.9 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the City, or in a procurement involving federal funds, by the Federal Government.

4.10 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid.

4.11 City Business/Privilege License

Contractor must hold a current Business/Privilege License with the City of North Little Rock or with any City within the State of Arkansas and a copy of the business/privilege license must be provided with the bid.

4.12 Acknowledgement of Contract

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

5.0 SCOPE OF WORK

5.1 The North Little Rock Fire Department will supply the Luxury Vinyl Tile (LVT) flooring for this project so do not include the cost of purchasing tile in your bid.

5.2 Remove carpet, prepare floor and install Luxury Vinyl Tile flooring in the exercise room measured at approximately 187 square feet. Contractor will install flooring in accordance with the manufacturer's installation instructions.

5.3 Remove carpet, prepare floor and install LVT flooring in the four (4) bedrooms measured at approximately 830 square feet for all four bedrooms. Contractor will install flooring in accordance with the manufacturer's installation instructions.

5.4 Contractor/Installer will provide all necessary tools, materials and equipment for the removal of the carpet, preparation of floor and installation of the LVT flooring. The Fire Department will not be responsible for providing any materials other than the LVT flooring tile.

5.5 Contactor/Installer shall dispose properly of all the removed carpet and associated scrap materials from the premises.

5.6 The North Little Rock Fire Department shall retain any unused LVT flooring tile.

ATTACHMENT "A"

CONTRACT

CITY OF NORTH LITTLE ROCK, ARKANSAS

This Agreement shall be effective on the last signature date set forth below, and is made and entered into by and between the City of North Little Rock (the "City") and [NAME OF CONTRACTOR] (the "Contractor").

WITNESSETH that the Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

(1) SCOPE OF CONTRACT AND CONTRACT DOCUMENTS. The Contractor shall install Luxury Vinyl Tile Flooring at Fire Station #4, 8723 Maumelle Boulevard, North Little Rock, Arkansas, under the terms set forth in the Bid Documents at Section 5.0 Scope of Work, attached hereto and incorporated herein as Exhibit "A" (the "Project"). The Contract Documents shall consist of:

- (a) The fully executed Contract;
- (b) The entire Bid Documents dated: [DATE]; and.
- (c) The Contractor's Bid dated [DATE] all of which documents are incorporated herein.

(2) COMPENSATION. Contractor agrees to commence and complete the Project for the sum of [AMOUNT] (\$) (hereinafter "Compensation"), and all work in connection therewith, under the terms stated in the Bid Document.

The City agrees to pay the Contractor in current funds for the Project performed under the Contract within thirty (30) days after the Project is completed and accepted in writing as meeting the specifications set forth in the Bid Documents.

Further, 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.

(3) PERIOD OF PERFORMANCE. Contractor will have [Number of Days] (#) days from the Notice to Proceed to begin the Project. Contractor has [Number of Days] (#) days to complete the Project.

(4) WARRANTIES, REPRESENTATIONS AND GUARANTEES.

(a) Authorization. Contractor represents and warrants that Contractor has full power and authority to enter into this Contract and to carry out the Project contemplated by this Contract, and the execution, delivery, and performance of this Contract have been duly authorized by all requisite corporate action on the part of Contractor.

(b) Compliance with Laws. Contractor represents and warrants that Contractor will comply with all laws applicable to the performance of its obligations under this Contract and to the provision of the Project.

(c) No Violations. 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.

(d) Performance Warranty: 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 are performed, and that all Project meet the specifications set forth in the Scope of Work. 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.

(e) Licenses and Permits. 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 render the Project. Contractor shall also ensure that all permitted subcontractors are similarly licensed and qualified. (Owner will

obtain the building permit, but contractor will contact building inspector for inspections.)

(5) TERMINATION.

(a) This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract.

(b) This Contract may be terminated without cause if the City fails to appropriate sufficient funds to discharge its obligations under this Contract or there is a change of law. In such case, upon Contractor submitting an Invoice detailing its services, the City shall pay Contractor for services rendered up to the date of termination.

(6) CONTRACTOR'S INSURANCE AND PERFORMANCE BOND.

(a) 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 provided in Bid Documents, and Workers Compensation Insurance in accordance with the laws of the State of Arkansas. The City shall not be responsible in case of accident.

(b) If applicable, Contractor shall provide a Performance/Surety Bond equaling the total amount of the bid, (pursuant to Act 351 of 1953 as amended by Act 539 of 1979).

(c) Performance Bond. A Performance Bond equaling the total amount of any bid exceeding \$20,000.00 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).

(7) RESTRICTIONS ON PUBLIC IMPROVEMENT PROJECTS (If Applicable).

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(8) INDEMNIFICATION.

(a) 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. The Contractor's indemnification obligations hereunder shall not apply to the extent that any claim is caused by the gross negligence or misconduct of The City.

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

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

(9) DISPUTE RESOLUTION.

(a) Dispute Resolution. In the event of any dispute, controversy, claim, or disagreement arising out of or related to this Contract or the acts or omissions of the parties with respect to this Contract, prior to any binding dispute resolution, the parties may engage in mediation, with the parties sharing the costs of mediation, equally.

(10) MISCELLANEOUS TERMS.

(a) Choice of Law and 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.

(b) 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.

(c) No Assignment. The Services to be rendered pursuant to this Contract are 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 Owner.

(d) 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.

(e) **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.

(f) 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.

(g) Authority. The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein.

(h) 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.

(i) 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.

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

SIGNATURES ON THE NEXT PAGE

