



INVITATION TO BID

Bid Number: 18-3554 Date Issued: October 19, 2018

Date & Time Bid Opening: **Monday, October 29, 2018 at 10:00 a.m.**

The North Little Rock Downtown Development Board (NLR DDB) is accepting bids from financial institutions for a maximum of \$7,500,000.00 (seven million, five hundred thousand dollars), fixed-rate loan for constructing a three-story building at 600 Main Street, North Little Rock, AR.

Regular draws will be made from the construction loan by an agreed-upon procedure between the NLR DDB and the financial institution. The total principal and interest due will be paid in full upon completion of the building and issuance of a certificate of occupancy. The estimated construction period will be fourteen months.

Please enter your bid on this page and return it by the date and time indicated above. Submittals may be faxed to 501-975-8885 on or before the date and time indicated above. If you submit your bid by fax, please call the Commerce Department at 501-975-8881 to verify our receipt of your fax.

Fixed Interest Rate for Construction Loan (\$7,500,000 principal) _____%

I, _____, am authorized to submit this bid
on behalf of, _____, located at

By: _____ Date: _____

Title: _____

Thank you for your interest.

Mary Beth Bowman
Director of Commerce

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EXECUTION OF BID

Upon signing this page, the organization certifies that they have read and agree to the requirements set forth in this RFQ/RFP/BID including conditions set forth and pertinent information requests.

UNSIGNED COVER SHEET WILL BE REJECTED.

TERMS AND STANDARD CONDITIONS

CITY OF NORTH LITTLE ROCK, ARKANSAS

PLEASE READ ENTIRELY AND 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 Purchasing office reserves the right to award items, all or none, or by line item(s).
6. Quality, time and probability of performance may be factors in making an award.
7. Bid quotes submitted will remain firm for ninety (90) 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 Commerce Department.
8. 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."
9. 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.
10. 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.
11. 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.
12. 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 Commerce Department.
13. 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.
14. 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.
15. 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).
The City is not responsible for delays from the US Post Office or any other courier.
16. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

17. **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).

18. **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.

19. **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.

20. 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.

21. 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.

22. 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.

23. Failure to read any part of the solicitation including the Terms and Conditions will not relieve a bidder of the contractual obligations.

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 received by the Commerce Department BEFORE the bid's opening date and time. Sealed bids may either mailed or hand delivered to:
Commerce Department at 120 Main Street, North Little Rock, AR 72114 or
PO Box 5757, North Little Rock, AR 72119**