

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 - P.O. BOX 5757
NORTH LITTLE ROCK, AR 72119
501-975-8881 Telephone
501-975-8885 Fax

INVITATION TO BID

Bid Number: 18-3566 Date Issued: Wednesday, December 26, 2018

Date & Time Bid Opening: Wednesday, January 9, 2019 at 10:30 a.m.

North Little Rock Parks and Recreation Maintenance Athletic Field and Golf Course Chemicals and Products

Specifications are attached.

Any technical questions regarding this bid should be directed to: Warren DeBusk at: wdebusk@nlr.ar.gov
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: _____

SIGNATURE OF AUTHORIZED PERSON & TITLE: _____

EMAIL OF CONTACT PERSON: _____

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. The City of North Little Rock will follow procedures to check bidder eligibility through the federal System for Award Management (S.A.M.) as outlined in 2 C.F.R. § 200. This will be completed prior to the award of any contract in which federal grant funds will be expended.
25. Additional information or bid forms may be obtained from:
26. 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

North Little Rock Parks and Recreation Maintenance Athletic Field and Golf Course Chemicals and Products

1.0 PURPOSE

The city of North Little Rock Parks and Recreation department is accepting bids for chemical and fertilizer products for the golf course and athletic fields for the 2019 year. All the products must meet the specifications listed in this bid. We are open to generic chemical, but must be an equal product to what is listed. We reserve the right to not accept any product we do not feel is beneficial to our program. We would like you to give a cost of both liquid and water soluble chemical if applicable. We also reserve the right to not accept products in larger containers than 2.5 gallons. This list is an estimate of what we plan to use throughout the 2019 year. We are not guaranteeing to purchase all quantities listed. We will be awarding each bid on the lowest product price and not the lowest overall bid as long as the product meets the specifications so there will be more than one contract awarded with this bid proposal. We will be purchasing products as needed throughout the year. Products must be available within 72 hours (2 – 3 working days) from when the order is placed. Quantities are based on usage during previous years and are only predictions of what we might be ordering in this contract. The quantities could be more or less than we actually order each year.

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 specifications outlined in this Bid document.

4.0 INSTRUCTIONS TO BIDDERS

4.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation General Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information, as requested

or required. On the front of the envelope when submitting a bid, include Bid number and project title: Bid for purchasing Athletic Field and Golf Course Chemicals and Products. 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 January 3, 2019 – 10:00 a.m. CT.

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:

Warren DeBusk
wdebusk@nlr.ar.gov

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. See Pricing Page Attachment “A”.

4.4 Authority to Bind Firm in Bid Proposal

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 and disposed of properly.

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 Contracts to the lowest responsive and responsible bidders to best serve the interest of the City.

4.7 Basis for Awards

Contract awards will be made to the lowest responsive and responsible bidders based upon per product pricing.

4.8 Negotiation with the Lowest Responsible Bidder per product

Unless all bids are cancelled or rejected, the City reserves the right to negotiate with the lowest responsive, responsible bidder per product to obtain a 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.

5.0 TERM OF CONTRACT

It is the intent of the City to enter into a one (1) year contract with the option to extend the contract for four (4) additional one (1) year periods upon mutual agreement of both parties and the approval of the North Little Rock City Council.

6.0 ESCALATION CLAUSE

Quoted prices must remain firm for the first annual term of the contract. At the time of renewal, the contractor may request a price adjustment, not to exceed an increase of 5% provided the contractor submits acceptable documentation that an increase for particular chemicals has been experienced. Acceptable documentation includes but is not limited to manufacturer's dated price list or invoices (before and after price increase) and manufacturer's letters certifying the date and the amount of the cost increase. In the event of a general price schedule decrease, the Owner shall be guaranteed full benefit of the price reduction. Requests for price adjustment shall be submitted to the Parks and Recreation Department, Attention: Jeff Caplinger, 2700 Willow Street, North Little Rock, AR 72115. The contractor must request a price adjustment with required documentation at least 60 days before the renewal date. Upon review of the

requested documents, the City will determine whether an increase in the price of any product will be permitted.

7.0 TERMINATION OF CONTRACT

A 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 chemicals, disputed product, 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.

8.0 NON-APPROPRIATION OF FUNDS OR CHANGE IN LAW

Notwithstanding any other provision of the Contract, and subject to the limitations set forth below, the Owner shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

- 8.1 Appropriation of funds sufficient to allow the Owner to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under Contract; or
- 8.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Owner to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Owner in its sole discretion; or
- 8.3 If the Owner's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
- 8.4 If the Owner's duties, programs or responsibilities are modified or materially altered; or
- 8.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Owner's ability to fulfill any of its obligations under this Contract. The Owner shall provide Contractor with written notice of termination pursuant to this section.

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.

9.0 Granular Products

24-6-12 or 28-3-10 (Athletic Fields)

- Quantity: 1,512 bags (50 lb bags)
- Specifications:
 - with a 50% Uflex slow release capsule (no substitutions)
 - 2% Iron minimum
 - Greens Grade
 - SGN 180-220

24-6-12 (Golf)

- Quantity: 320 bags (50 lb bags)
- Specifications:
 - with a 50% Uflex slow release capsule (no substitutions)
 - 2% Iron minimum
 - Greens Grade
 - SGN 180-220

17-17-17

- Quantity: 210 Bags (50 lb bags)
- Specifications:
 - 5% Iron

5-10-31

- Quantity: 272 bags (50 lb bags)
- Specifications:
 - none

10.0 UMazz 46-0-0 (mini)

- Quantity: 40 bags (50 lb bags)

11.0 Maxi Cal Calcium Nutrient Fertilizer

- Quantity: 55 bags (50 lb bags)
- Specifications:
 - 0-0-0 (Green Bag)
 - Plus 30% Calcium
 - 1% Water Soluble Calcium

12.0 K-mag 00-00-22 Potassium Magnesium Sulfate

- Quantity: 252 bags (50 lb bags)
- Specifications:
 - Soluble Potash (k₂o).....22%

- Magnesium (Mg) Total10.80%
 - Water Soluble Magnesium
- Sulfur (S)22%
- Greens Grade

13.0 Maxi Cal S Calcium Sulfate

- Quantity: 350 bags (50 lb bags)
- Specifications:
 - 0-0-0
 - Plus 20% Calcium (Ca) & 14% Sulfur (S)
 - Guaranteed Analysis
 - Calcium Sulfate Dihydrate (CaSO₄ – DH₂O)..... 90%
 - Calcium Sulfate (CaSO₄) (Florida)67%
 - Calcium (Ca).....20%
 - Sulfur (S)14%
 - 14% Combined Sulfur (S) Derived from Gypsum (CaSO₄-2H₂O), a mined Gypsum
 - 2.0% Water Soluble Binder (Prox)
 - 1.0% Moisture (Maximum)
 - Greens Grade

14.0 Chemical Products

<u>Item Description</u>	<u>Athletic</u>	<u>Golf</u>	<u>Total Quantity</u>
Round up (Glyphosate)	60	37.5	97.5 gallons
Garlon	15		15 gallons
Three-Way / Tri-mec (2, 4-D; Mecoprop-p; and Dicamba	100	5	105 gallons
Surfactant	10		10 gallons
Anti-foam	24		24 bottles (at 16 oz per bottle)
Princept/Simazine	55 Or 150		55 gallons -OR- 150 lbs of Water Dispensable Granule
Barricade (Prodiamine)	40 Or 120		40 gallons -OR- 120 lbs of Water Dispensable Granule
Revolver (Foramsulfuron	174		174 oz
Certainty (Sulfosulfuron)	100	30	130 oz
Carbaryl Insecticide	100		100 gallons
Growth Regulator (Trinexapac-ethyl	15		15 gallons

Iron 12-0-0	100		100 gallons
Fire ant bait (advion)	100		100 lbs
Bifen	10		10 gallons
Quinclorac 75 DF	8		8 bottles (1 lb bottles)
Celsius WG	3	3	6 (7 oz bottles)
Prodiamine 4L (Liquid)		42.5	42.5 Gallons
Princep (Liquid Simazine)		50	50 Gallons
80/20 Surfactant		25	25 Gallons
Specticle Flo		2	2 Gallons
Aloft GCSC		1	1 Gallon
Idemnify		2	2 (17.1 oz Bottles)
Divanem		1	1 (64 oz Bottle)
Velista		10	10 (22 oz Bottles)
Myclobutanil		5	5 Gallons
Lexicon		2	2 (21 oz Bottles)
Thiophanate methyl (Liquid)		10	10 Gallons
Azoxystrobin WG(Generic Only)		4	4 lbs
Tebuconazole (Liquid)		2	2 Gallons
ProStar 70WG		30	30 lbs
Bayleton Flo		1	1 (2.5 Gallon container)
Trinexapac ethyl – Plant Regulation		7.5	7.5 Gallons
Metsulfuron methyl		64	64 oz
Halosulfuron (Generic)		25	25 oz
Negate (Metsulfuron methyl w/ Rimsulfuron)		6	6 (1.5 oz Bottles)

Price Sheet

ATTACHMENT "A"

Athletic Field and Golf Course Chemicals and Products

**For those items with an option, please indicate which option is being priced.*

Item	Number of Units	Price per unit	Total
* <input type="checkbox"/> 24-6-12 * <input type="checkbox"/> 28-3-10	1,512 (50 lb bags)	\$ _____	\$ _____
24-6-12	320 (50 lb bags)	\$ _____	\$ _____
17-17-17	210 (50 lb bags)	\$ _____	\$ _____
UMaxx 46-0-0	40 bags (50 lb bags)	\$ _____	\$ _____
Maxi Cal Calcium Nutrient Fertilizer	55 bags (50 lb bags)	\$ _____	\$ _____
K-mag 00-00-22 Potassium Magnesium Sulfate	252 (50 lb bags)	\$ _____	\$ _____
Maxi Cal S Calcium Sulfate	350 (50 lb bags)	\$ _____	\$ _____
Round up (Glyphosate)	60 gallons	\$ _____	\$ _____
Garlon	15 gallons	\$ _____	\$ _____
Three-Way / Tri-mec (2, 4-D; Mecoprop-p; and Dicamba)	100 gallons	\$ _____	\$ _____
Surfactant	10 gallons	\$ _____	\$ _____
Anti-foam	24 (16 oz bottles)	\$ _____	\$ _____
*Princept/Simazine	<input type="checkbox"/> 55 gallons <input type="checkbox"/> 150 lbs of Water Dispensable Granule	\$ _____	\$ _____
*Barricade(Prodiamine)	<input type="checkbox"/> 40 gallons <input type="checkbox"/> 120 lbs of Water Dispensable Granule	\$ _____	\$ _____
Revolver (Foramsulfuron)	174 oz	\$ _____	\$ _____
Certainty (Sulfosulfuron)	100 oz	\$ _____	\$ _____
Carbaryl Insecticide	100 gallons	\$ _____	\$ _____
Growth Regulator (Trinexapac-ethyl)	15 gallons	\$ _____	\$ _____
Iron 12-0-0	100 gallons	\$ _____	\$ _____

Fire ant bait (advion)	100 lbs	\$ _____	\$ _____
Bifen	10 gallons	\$ _____	\$ _____
Quinclorac 75 DF	8 bottles (1 lb bottles)	\$ _____	\$ _____
Celsius WG	6 (7 oz bottles)	\$ _____	\$ _____
Prodiamine 4L (Liquid)	42.5 Gallons	\$ _____	\$ _____
Princep (Liquid Simazine)	50 Gallons	\$ _____	\$ _____
80/20 Surfactant	25 Gallons	\$ _____	\$ _____
Specticle Flo	2 Gallons	\$ _____	\$ _____
Aloft GCSC	1 Gallon	\$ _____	\$ _____
Idemnify	2 (17.1 oz Bottles)	\$ _____	\$ _____
Divanem	1 (64 oz Bottle)	\$ _____	\$ _____
Velista	10 (22 oz Bottles)	\$ _____	\$ _____
Myclobutanil	5 Gallons	\$ _____	\$ _____
Lexicon	2 (21 oz Bottles)	\$ _____	\$ _____
Thiophanate methyl (Liquid)	10 Gallons	\$ _____	\$ _____
Azoxystrobin WG(Generic Only)	4 lbs	\$ _____	\$ _____
Tebuconazole (Liquid)	2 Gallons	\$ _____	\$ _____
ProStar 70WG	30 lbs	\$ _____	\$ _____
Bayleton Flo	1 (2.5 Gallon container)	\$ _____	\$ _____
Trinexapac ethyl – Plant Regulation	7.5 Gallons	\$ _____	\$ _____
Metsulfuron methyl	64 oz	\$ _____	\$ _____
Halosulfuron (Generic)	25 oz	\$ _____	\$ _____
Negate (Metsulfuron methyl w/ Rimsulfuron)	6 (1.5 oz Bottles)	\$ _____	\$ _____