

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



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

BID/PROPOSAL COVER SHEET

Bid Number: 17-3449 Date Issued: Tuesday, March 14, 2017

Date & Time Bid Opening: Tuesday, March 28, 2017 at 11:00 a.m.

The City of North Little Rock's Traffic Department is seeking bids for a:

Digital Printing System and Roll to Roll Laminator

Specifications and Pricing Sheet are attached.

Please direct technical questions to Mr. Danny Dillon at 501-918-6421 or ddillon@nlr.ar.gov.
Pertinent questions and answers will be published at www.nlr.ar.gov, under Current Bids and Summaries.
No questions will be taken after Friday, March 24, 2017 at 4:00 p.m.

Questions regarding the bidding procedure should be directed to 501-975-8881.

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.

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.

EXECUTION OF BID

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

Name of Firm: _____ Phone No.: _____

Tax I.D. #: _____

Business Address: _____

Signature of Authorized Person: _____

Title: _____ Date: _____, 2017

UNSIGNED COVER SHEETS STATEMENTS WILL BE REJECTED

1.0 PURPOSE

The intent of this Invitation For Bid is to obtain bids to acquire a Digital Printing System and Roll to Roll Laminator capable of printing durable and compliant traffic signs as part of an integrated component system (hereinafter called "digital printing system".)

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 including the Contract Terms and Conditions and 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 Digital Printing System and Roll to Roll Laminator. 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:

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 4:00 p.m. on

Friday, March 24, 2017 at 4:00 p.m. 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:

Danny Dillon
501-918-6421
ddillon@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 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. See Attachment "B" for draft Contract.
- 4.5 Late Bids
LATE bids will be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.
- 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 lump sum. (For clarification purposes, included in the lump sum is the unit item pricing and extended unit price items if applicable.)
- 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. A copy of this form can be downloaded from the city's website:
<http://nlr.ar.gov/cms/One.aspx?portalId=63176&pageId=168464>
- 4.11 Acknowledgement of Contract
By submitting a bid, the bidder acknowledges that it understands and agrees to the terms and conditions contained herein.

5.0 KEYWORDS

- 5.1 Eco-solvent spot inks: Low solvent inks that do not require a special ventilation system, specifically designed, produced, and supplied to meet the requirements stated here, without the need for mixing various ink pigments.
- 5.2 CMSpot6 inks: A combination of traffic and graphic colors that provide the capability to print the traffic colors of yellow, black, blue, green, red, and brown with durable spot inks, while still being able to print custom graphic colors simultaneously.
- 5.3 Integrated Component System: A sign fabrication system that includes base retroreflective sheeting, digital eco-solvent spot inks, clear protective overlay, and a digital print system designed and tested to work in concert with each other to produce compliant traffic signs warranted for the life of the base retroreflective sheeting by the sheeting manufacturer.
- 5.4 Certified Digital Traffic Converter: A fabricator that has received on-site training and certification from the sheeting manufacturer for proper fabrication methods using integrated component systems and a digital printer.
- 5.5 Omnidirectional: Retroreflective sheeting that is rotationally insensitive when tested in accordance with the requirements of AASHTO M268 section 3.3.

6.0 BID - DIGITAL PRINTING SYSTEM

The following shall be included with the purchase of the digital print system:

- 6.1 A digital print system capable of printing on retroreflective sheeting meeting each of the following ASTM D4956 Types I, IV, VIII, IX, and XI;
- 6.2 A startup kit that includes CMSpot6 inks and retroreflective sheeting;
- 6.3 A compatible RIP software;
- 6.4 On-site installation and training;

- 6.5 One year, parts and labor, on-site manufacturer's warranty; and
- 6.6 Provide brochure or information document with brand and specifications of item included in your bid.

7.0 DIGITAL PRINT SYSTEM REQUIREMENTS FOR BID:

The digital print system shall be able to print on retroreflective sheeting using CMSpot6 inks to produce durable traffic and work-zone signs and devices conforming to FHWA and MUTCD requirements.

- 7.1 **Print Performance:** Signs produced using the digital print system in accordance with the retroreflective sheeting manufacturer's recommendations must meet ASTM D4956 requirements for daytime and nighttime color, as applicable to each color. Signs shall also meet 70% of initial requirements for retroreflectivity, as applicable to each sheeting type.
- 7.2 **Available Colors:** The digital print system shall be able to simultaneously print the standard FHWA compliant traffic colors of black, yellow, blue, green, red, and brown using eco-solvent spot inks that are part of an integrated component system.
- 7.3 **Supply and Service:** The digital print system, inks, and retroreflective sheeting must be sold, delivered, and serviced by the retroreflective sheeting manufacturer as part of an integrated component system.

8.0 RETROREFLECTIVE SHEETING AND OVERLAY REQUIREMENTS:

- 8.1 **Rotational Compliance:** Retroreflective sheeting shall be omnidirectional when tested in accordance with AASHTO M268 section 3.3. Due to nesting limitations, retroreflective sheeting that is rotationally sensitive or is not omnidirectional will be rejected.
- 8.2 **Sheeting Identifier:** Retroreflective sheeting shall contain indelible ink watermarks for purposes of product identification, inventory management, and claim resolution. Each watermark shall contain a symbol that is unique to a single manufacturer and product series. Watermark shall contain a batch number that is traceable to the date of manufacturing, raw materials utilized, and manufacturing methods employed. Watermarks shall be printed in a consistent and repeating pattern across the entire roll of sheeting, behind the prism layer of the sheeting. There shall be at least one watermark within a 30 inch by 30 inch square of sheeting. Watermarks shall be legible from a distance of up to 2 feet, and difficult to discern or notice at distances greater than 10 feet.
- 8.3 **Protective Overlay:** Finished signs must have a protective clear overlay applied to the entire face of the sign. Overlay must be part of an integrated component

system. Fluorescent orange work zone signs printed with black ink only do not require an overlay.

- 8.4 **Packaging:** The reflective sheeting, as supplied, shall be furnished in rolls. Splices shall be butted or overlapped and shall be suitable for continuous use with the digital print system as supplied. Rolls shall be packed in corrugated boxes in such manner that no damage or defacement may occur to the retroreflective sheeting during shipment or storage. All boxes shall be clearly labeled with the product and lot number of the sheeting inside. Labels shall be color coded to match the color of the sheeting inside.
- 8.5 **Approval:** Retroreflective sheeting must be approved by the state DOT, and listed on the approved products list as applicable.

9.0 SIGN WARRANTY REQUIREMENTS:

- 9.1 **Warranty Period:** Signs must be warranted for the life of the base retroreflectivity sheeting used.
- 9.2 **Graphic Colors:** Colors not covered by the FHWA as standard traffic colors (yellow, black, blue, green, red, brown) will be considered graphic colors. Graphic colors printed with CMSpot6 inks carry no traffic related performance warranties. Graphic colors will be warranted to be effective for their intended purpose as graphic logos, non-regulated colors and imagery for 10 years.
- 9.3 **Sign Dating:** Signs must have the date of fabrication and the name of the agency printed in the border of the sign. The purchasing agency shall be responsible for requiring the dating of all signs, which constitutes the start of the warranty period.
- 9.4 **Sign Performance:** Signs and devices will be considered unsatisfactory if they have deteriorated due to natural causes to the extent that: (1) the sign or device is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the values specified at 0.2 degrees observation angle, -4 degrees entrance angle.
- 9.5 If within the warranty period, the retroreflective sheeting deteriorates due to natural causes to the extent that the sign is deemed unsatisfactory, as defined above, the sheeting manufacturer will furnish a replacement amount of like sheeting at no cost to enable the sign surface to be restored to its warranted effectiveness. If within 7 years of sign fabrication such deterioration occurs, the sheeting manufacturer will restore the sign surface to its warranted effectiveness at no cost for materials or labor. The failure must have resulted solely from a manufacturing defect or deterioration of the retroreflective sheeting due to natural causes. Without limiting the generality of the foregoing, there is no warranty for

the failure of the retroreflective sheeting due to improper sign fabrication, improper storage, handling, installation, or maintenance, or failure of the sign substrate, or vandalism or malicious mischief.

10.0 BID SPECIFICATIONS FOR ROLL TO ROLL LAMINATOR

64"film width roll to roll laminator with heat assist. Includes 5 roll shafts and one unwinding shaft, metal feeding tray, safety and optical eye, multi-function footswitch. Includes installation and on-site training.

11.0 SPOT COLORS INK CARTRIDGES

11.1 440 ml Yellow

11.2 440 ml Black

11.3 440 ml Blue

11.4 440 ml Green

11.5 440 ml Red

11.6 440 ml Brown

12.0 ECO-ULTRA CMYK INK CARTRIDGES

12.1 440 ml Cyan

12.2 440 ml Magenta

**PRICING PAGE
PURCHASE OF DIGITAL PRINTING SYSTEM, ROLL TO ROLL LAMINATOR & INKS**

The firm of _____ hereby offers to provide all the equipment, inks, warranties, training, etc. as described in the Invitation For Bid.

Bidders shall give the price for each item outlined in Bid document with a total Base Bid Price.

Quantity	Item	Price
1	Digital Printing System including all items in sections 6.0, 7.0, 8.0 and 9.0	\$
1	Roll to Roll Laminator including all items in section 10.0	\$
TOTAL BASE BID OF ITEMS ABOVE (The Base Bid should include any delivery costs)		\$
SPOT Colors Ink Cartridges in Section 11.0		
1	440 ml Yellow	\$
1	440 ml Black	\$
1	440 ml Blue	\$
1	440 ml Green	\$
1	440 ml Red	\$
1	440 ml Brown	\$
Eco-Ultra CMYK Ink Cartridges in Section 12.0		
1	440 ml Cyan	\$
1	440 ml Magenta	\$

Person to contact regarding this bid: _____

Title: _____ Phone: _____

Email Address: _____

Signature: _____ Date: _____

Address: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents, Draft Contract and agrees to the General Terms and Conditions as contained herein.

PURCHASE AND SALE CONTRACT
FOR
EQUIPMENT AND TRAINING

THIS PURCHASE AND SALE CONTRACT is entered into this _____ day of _____, 2017, by and between the City of North Little Rock, Arkansas (hereinafter "Buyer"), a municipal corporation, and _____ (hereinafter "Company"), a domestic/foreign corporation or a sole proprietor, authorized to do business in the State of Arkansas.

RECITALS:

WHEREAS, Company is in the business of selling and servicing Digital Printing and Roll to Roll Laminator equipment and providing training, where applicable;

WHEREAS, Buyer desires to purchase such equipment, and training.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to this Contract, under seal, as follows:

1. **Sale of Equipment**. Company hereby sells to Buyer and Buyer hereby purchases from Company the equipment described in the bid hereto and incorporated herein, and (hereinafter "Equipment").

Additionally, included in the purchase price, Company shall provide person led training sessions. Company shall provide a reasonable number of training sessions on the operation of the equipment to ensure proficiency.

2. **Contract Documents**. The Contract Documents shall consist of:
(a) The fully executed Contract;
(b) The entire Bid Documents dated: March 28, 2017;
(c) The Contractor's Bid dated March 28, 2017 all of which documents are incorporated herein: and,
(d) Signed Certificate of Non-Collusion.

3. **Purchase Price.** Buyer shall pay to Company for the Equipment and for all obligations specified herein, as full and complete consideration therefore, the sum of _____ (\$_____) (hereinafter "Purchase Price") (See Pricing Page – Attachment "A").

4. **Payment.** Payment of the Purchase Price shall be made by Buyer to Company in accordance with the following schedule:

A. Eighty Percent (80%) of the Purchase Price within thirty (30) days after Delivery and Installation of the Equipment at Buyer's place of business;

B. Remaining Twenty Percent (20%) of the Purchase Price within thirty (30) days after training for the Buyer has been completed by Company.

In the event that Buyer does not accept the Equipment, Company shall refund all prior payments within fifteen (15) days of receipt of written notification from Buyer that it does not accept the Equipment.

All invoices submitted to Buyer by Company shall list the items of Equipment purchased thereunder in the same sequence used in Buyer's Purchase Order for such Equipment. Buyer's Purchase Order Number shall appear on all invoices submitted to Buyer hereunder.

5. **Site Evaluation.** At no cost or expense to Buyer, Company shall furnish Buyer with site preparation studies, which shall include, but not be limited to, power, air conditioning, and operational considerations with respect to the Equipment. Company's personnel shall coordinate their activities with and avoid interference with Buyer's employees and/or contractors working to prepare the Installation Site (as hereinafter defined) for receipt of the Equipment. A pre-installation instruction manual will be provided to Buyer by Company upon request.

5. **Site Preparation.** Buyer shall be responsible for preparing a site suitable for the installation and operation of the Equipment (hereinafter "Installation Site").

6. **Delivery.** Delivery of the Equipment to Buyer by Company, at Company's sole cost and expense, shall be made within _____ (--) weeks after receipt of a purchase order (hereinafter "Delivery Date"). The Equipment shall be packaged appropriately and all cartons shall be clearly stamped with Buyer's Purchase Order Number. Buyer must be able to identify easily all items of the Equipment contained within each carton, if applicable. Delivery of the Equipment in an undamaged condition to Buyer's Installation Site shall constitute "Delivery" to Buyer. Risk of loss during transit shall remain with Company.

A packing slip indicating each item and item quantity shipped shall accompany every shipment. The packing list shall be attached to the exterior of one of the containers in each shipment in a conspicuous manner.

All items "not found" shall be noted and the anticipated availability of the items shall be indicated clearly on the packing list. No substitutions shall be made without prior authorization by Buyer's Corporate Purchasing.

8. **Installation.** Company shall install the Equipment at the Installation Site and connect the same to the safety switches or electrical outlets to be provided and installed by Buyer. Company shall be responsible for all costs associated with delivery and installation of the Equipment. Time is of the essence to this Agreement.

Company shall comply with all permits and licenses required by Federal, State, or local authorities in connection with the delivery and installation of the Equipment.

9. **Testing and Certification.** Upon completion of installation of the Equipment, Company shall perform prescribed tests to determine that the Equipment is operating in conformance with Company's published performance specifications for the Equipment and any other requirements agreed to by the parties. (hereinafter "Specifications"). When Company and Buyer are satisfied that the Equipment is operating in conformance with the Specifications, acceptance will be approved.

10. **Acceptance.** "Acceptance" of the Equipment shall be deemed to occur on the date when, in the reasonable opinion of Buyer, the Equipment conforms to the Specifications.

11. **Training.** Prior to Acceptance of the Equipment or at such other time as the parties may mutually agree, Company shall provide, at no cost or expense to Buyer, training in operation of the Equipment for employees designated by Buyer.

12. **Equipment Warranty.** A warranty shall be provided to Buyer by Company as outlined in the Invitation For Bid.

13. **Indemnification.**

A. Company shall indemnify and hold Buyer its trustees, 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 Buyer that the Equipment has caused damage to property or bodily injury (including death); or (ii) the acts or omissions of the Company, its agents or employees in connection with this Agreement; or (iii) any defects in any Equipment supplied by the Company; or (iv) any breach or default in the performance of the obligations of Company hereunder including any breach of warranty. Company's indemnification obligations hereunder shall not apply to the extent that any claim is caused by the gross negligence or misconduct of Buyer.

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

14. **Default by Company.** Upon the occurrence of any of the following events, and except as is otherwise provided for in this Agreement, Company shall be deemed to be in default under this Contract if:

A. The scheduled performance dates, including the Delivery Date and Installation Schedule, shall be exceeded by more than thirty (30) days; or

B. Company fails or defaults in the performance of any material obligation or covenant under this Contract and does not correct or substantially cure such failure, default, or breach within thirty (30) days from and after Company's receipt of written notice from Buyer of such default or breach; or

C. Any material representation or warranty made by Company hereunder is breached and remains uncured from and after thirty (30) days following Company's receipt of written notice from Buyer of such breach.

If any event of default occurs and is not cured within any applicable period specified above, Buyer, at its sole option, may employ any remedy then available to it, whether at law or in equity, including, but not limited to, the following:

A. Proceed by appropriate court action to enforce performance by Company of the applicable covenants and obligations of this Contract and to recover damages for the breach thereof, and/or to enforce the indemnification set forth in Paragraph 15 hereof; or

B. Terminate this Contract as to all or any part as Buyer in its sole discretion may determine; or

C. Pursue any other rights or remedies available to Buyer under the laws of the State of Arkansas.

15. **Default by Buyer.** Default by Buyer in payment (except in the case of a bona fide dispute) or performance of any material duty or obligation under this Contract, shall, at the sole option of Company, if the default is not cured within thirty (30) days from and after Buyer's receipt of written notice from Company of the default, constitute a default of this Contract. In such an event, Company, at its sole option, may employ any remedy then available to it, whether at law or in equity, including, but not limited, to the following:

A. Withhold performance or further performance hereunder until all such defaults have been cured, provided, however, that Company shall continue to perform hereunder in the event of a bona fide payment dispute, which has been communicated to Company; or

B. Pursue any other rights and remedies available to Company under the laws of the State of Arkansas.

16. **General.**

A. **Compliance with Laws.** Company shall perform this Contract in compliance with all applicable Federal, State, and local laws, rules, regulations, and ordinances, and represents that it shall have obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Contract.

B. **Confidentiality.** Buyer, as a governmental entity, is subject to compliance with the Arkansas Freedom of Information Act, Ark. Code Ann. § 25-19-101, *et seq* (the "Act"). To the extent that any information and material which is related to either Buyer's or Company's business or is designated by Company as proprietary and confidential, Buyer will notify Company that a request affecting such proprietary and confidential information has been made. It is understood that this confidentiality clause does not include information which: (i) is now or hereafter in the public domain through no fault of the party being provided the confidential information; (ii) prior to disclosure hereunder, is property within the rightful possession of the party being provided the confidential information; (iii) subsequent to disclosure hereunder, is lawfully received from a third party with no restriction on further disclosure; or (iv) is obligated to be produced under order of a court of competent jurisdiction, unless made the subject of a confidentiality Contractor protective order in connection with such proceeding, which the parties in all cases will attempt to obtain. Buyer and Company hereby covenant that each shall not disclose such information to any third party without prior written authorization of the other. Company further covenants not to disclose or otherwise make known to any party nor to issue or release for publication any articles or advertising or publicity matter relating to this Contract in which the name of Buyer or any of its affiliates is mentioned or used, directly or indirectly, unless prior written consent is granted by Buyer.

C. **Notices.** All notices and other communications pertaining to this Contract shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United State Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel or other nationally recognized overnight carrier. All notices or communication by Buyer and Company pertaining to this Contract shall be addressed as follows:

If to Buyer: Department of Commerce
 Attention: Mary Beth Bowman
 120 Main Street
 North Little Rock, AR 72114

With a copy to: North Little Rock City Attorney
 Attention: City Attorney
 116 Main Street
 North Little Rock, AR 72114

If to Company: _____
Attention: _____

C. Recall Notice: In the event of any recall notice issued by the Company, Company shall send such notice to City of North Little Rock, Attention: Traffic Department, Facsimile Number 501-350-5350

Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein.

D. Waiver. Any waiver by either party of a breach of any provision of this Contract shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Contract. The failure of a party to insist upon strict adherence to any term of this Contract on one or more occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Contract. Any waiver must be in writing and signed by the party to be charged therewith.

E. Modifications. No revision or modification of this Contract shall be effective unless in writing and executed by authorized representative of both parties.

F. Assignment. The prior written approval of Buyer shall be required to allow a delegation or assignment of duty to perform any obligation owed to Buyer by Company, its agents, employees, contractors or affiliates.

G. Severability. If any portion of this Contract is held invalid, such invalidity shall not affect the validity of the remaining portions of the Contract, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

H. Construction and Jurisdiction. This Contract shall be governed by the laws of the State of Arkansas (excepting any conflict of laws or provisions which would serve to defeat application of Arkansas substantive law). Each of the parties hereby irrevocably and unconditionally: (i) consents to submit to the exclusive jurisdiction of the courts of Pulaski County, Arkansas for any proceeding arising in connection with this Contract and each such party agrees not to commence any such proceeding except in such courts, and (ii) waives any objection to the laying of venue of any such proceeding in the courts of Pulaski County, Arkansas.

I. Headings. The paragraph titles of this Contract are for conveniences only and shall not define or limit any of the provisions hereof.

J. Entire Contract. This Contract, the documents referenced herein and all Attachments hereto are intended as the complete and exclusive statement of the Contract between Buyer and Company with respect to the subject matter hereof, and supersede all prior agreements and negotiations related thereto.

K. Binding Effect. The provisions hereof shall be binding upon and shall inure to the benefit of Buyer and Company, their respective successors, and permitted assigns.

L. Recall of Equipment. If recall or modification of any of the Equipment buyer purchased is voluntarily recommended or required by the Company, Company shall, at its sole cost and expense, immediately notify Buyer in writing of such recall or modification; remove, package, and ship to Company's plant the affected Equipment; and at no additional charge to Buyer replace such Equipment with Company Equipment which have been evaluated and accepted by Buyer as substantially comparable.

M. Survival. The representations and warranties contained in Paragraphs 15 and 18 shall survive termination of this Contract.

N. Counterparts. Provided that all parties hereto execute a copy of this Contract, this Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Contract may be delivered by facsimile or electronic transmission. This Contract shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

O. Specification Conflicts. In the event of any ambiguity or conflict among the provisions of this Contract and Attachments hereto, requests for proposals issued by the Buyer relating to the purchase of the Equipment, Purchase Orders issued by the Buyer, the Company's proposals, quotes or order acknowledgments, manufacturers' product specifications, and other documents relating to the Company's sale of the Equipment to the Buyer, the Company shall be required to comply with the most stringent requirement which provides the highest quality and greatest benefit to the Buyer, unless otherwise specifically directed by the Buyer in writing. The terms and conditions of this Contract are intended to govern the purchase and sale of the Equipment, and any conflicting terms and conditions, or additional terms and conditions, in any vendor prepared document shall not apply.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, _____ and _____ have signed this Contract as of the day and year first written above, and the person executing this Contract on behalf of each party represents and warrants that this Contract has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon and enforceable against the company in accordance with its terms.

City of North Little Rock

Company

By: _____
Joe A. Smith, Mayor

By: _____

Name/Title

ATTEST:

Diane Whitbey, City Clerk

This Contract has been reviewed for legal sufficiency by North Little Rock City Attorney

Legal Department

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of business

Date

**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

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