

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



## INVITATION FOR BID

Bid Number: 17-3454 Issued: March 23, 2017 Date & Time Bid Opening: April 3, 2017 at 10:00a.m.

# BID for Renovations to 116 Main Street Building – Phase 2

### **USE PRICING SHEET ATTACHED WITH SPECIFICATIONS**

**A five percent (5%) Bid Bond or certified check must be submitted with the bid.**

All questions regarding this BID must be directed to: Mary Beth Bowman 501-975-8880 or [mbowman@nlr.ar.gov](mailto:mbowman@nlr.ar.gov)

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.

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### 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: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ AR TAX PERMIT NO. \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSON & TITLE: \_\_\_\_\_

**UNSIGNED BIDS WILL BE REJECTED**

City of North Little Rock, Arkansas

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## INVITATION FOR BID

### **RENOVATION OF THE 116 MAIN STREET BUILDING – PHASE 2**

This is the second phase of the renovation of the City owned building at 116 Main Street, North Little Rock, AR.

Requests for information related to this invitation should be directed to:

Mary Beth Bowman  
Director of Commerce  
Work Phone: 501-975-8880  
Mobile Phone: 501-690-9657  
Email Address: [mbowman@nlr.ar.gov](mailto:mbowman@nlr.ar.gov)

The Scope of Work is outlined in the bid document. The kitchen layout and floor plan will be presented when you come to inspect the building or may be obtained at the Commerce Department Office at 120 Main Street, North Little Rock. The Invitation for Bid will be on the City's website at: [www.nlr.ar.gov](http://www.nlr.ar.gov) - click on Government, then Commerce and look under the tab Current Bids and Bid Summaries for this bid. Questions pertaining to this bid will not be received or answered after 10:00 a.m. on March 30, 2017. Questions and answers prior to that date will be inserted on the City's website under the Invitation for Bid for this project.

**RENOVATION OF 116 MAIN STREET BUILDING – SECOND PHASE  
North Little Rock, AR**

**1.0 PURPOSE**

The intent of this invitation for Bid is to obtain the services of a qualified general contractor to renovate the city owned building at 116 Main Street, North Little Rock, AR (formerly Community Development Agency building). The project involves the phased renovation of an existing building of approximately 3,300 sq. ft. The second phase contains mainly interior improvements, flooring with one item of exterior work. The building will be vacant at the time the work will be performed containing no furniture (except a conference room table).

**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**

The work to be performed as a result of this IFB shall be in accordance with the specifications outlined in the Scope of Work and according to the Building, Electrical, Plumbing and HVAC codes approved by the State of Arkansas and City of North Little Rock. All work will be performed in a workmanlike and professional manner.

**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: Renovation of 116 Main Street Building. 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 on 10:00 a.m. on March 30, 2017. It is the responsibility of all bidders to ensure that they have received all Addendums. Addendums can be downloaded from [www.nlr.ar.gov](http://www.nlr.ar.gov).

4.3 Inspection of Site and Conditions

Before submitting a bid, the bidder shall examine the site of the work and ascertain for himself/herself all of the physical conditions in relation thereto. Failure to take this precaution will not release the successful bidder from entering into a contract nor excuse him/her from performing the work in strict accordance with the terms of the contract. Contractor shall employ, so far as possible, such methods and means of carrying out his/her work as will not cause any interruption or interference with any other work being performed by Owner. No statement made by any officer agent or employee of the Owner in relation to the physical conditions pertaining to the work site, will be binding on the Owner.

Contact Mary Beth Bowman at 501-975-8880 to set up an inspection date and time.

4.4 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".

4.5 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 A CONTRACT. Firm name and authorized signature must appear on cover page of bid. See Attachment "B" for draft Contract.

- 4.6 Withdrawal of Construction Contract Bid Due to Error  
A bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of its claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- 4.7 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.
- 4.8 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.
- 4.9 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.)
- 4.10 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.
- 4.11 Construction Contract Bid Security  
Bid security is required for this project. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid. Bidder can either provide a Bid Bond or certified check to cover the five percent (5%) of the amount of the bid. Non-compliance with this provision requires that

the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner due to the security requirements.

4.12 Performance Bond

A Performance Bond is required if the bid exceeds \$10,000 for repairs, alteration or erection of any public building, public structure or public improvements. If the Bid exceeds \$10,000, the Performance Bond must equal the total amount of the bid.

4.13 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.

4.14 W-9 Form Required

Each bidder shall submit a completed W-9 form.

4.15 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the City.

4.16 Acknowledgement of Contract

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

4.17 Subcontracts

The Contractor is fully responsible for all work performed under this Contract even if some of the work is performed by subcontractors.

No subcontract, which the Contractor entered into with respect to performance under this Contract, shall in any way relieve the Contractor of any responsibility for performance of its duties.

**5.0 DRUG-FREE WORKPLACE**

During the performance of this Contract, the Contractor agrees to provide a drug-free workplace for the Contractor's employees. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.

## 6.0 SCOPE OF WORK

Contractor will clean and remove all debris from job site upon completion and keep the area around the building free of debris at all times. Water and electricity will be available during the construction period.

### 6.1 Interior of Building

- (1) Paint all walls in the building for full coverage using Sherwin Williams Duration Interior Acrylic Latex Satin finish paint or equal. Color is Requisite Gray SW7023. Repair any holes, imperfections, etc. in the gypsum board before painting. Caulk any areas needed where trim, baseboard, etc. connects to the wall. Any remaining paint will be property of the owner.

Remove hardware and hardware accessories, plates, machined surfaces and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

Sand, clean and prepare surfaces to be painted according to manufacturer's written instructions.

- (2) Paint all trim around doors, kitchen cabinets, etc. for full coverage using Sherwin Williams ProClassic Interior Oil Base paint or equal. Caulk all gaps as needed. Color is Elder White SW7014. Any remaining paint will be property of the owner.

Sand lightly all wood to be painted for smooth surface and clean surface before painting. Prime any wood if required.

- (3) At back door build 24" platform of wood extending from the back step, wall to wall, to be level with step after installing Engineered Hardwood flooring (same flooring as in kitchen) on top of platform. Platform needs to be flush with step and secured in place. Build another step off of platform that has a 4" riser height and 11" depth after Engineered Hardwood flooring is installed on step.
- (4) Install handicap bar at rear door. (Installation only. Bar will be provided by the owner.)

### 6.2 Reception and Lobby Areas

- (1) Remove the existing counter top in reception room area. Install a new five (5) foot long Corian or equal counter top with a width of

15 inches rounded at the edges and corners. (Specify what product you are using if not Corian.) The counter top should be centered on the counter wall. Above the counter top, install 3/8 inch tempered glass **provided by the owner**, five (5) feet long and three (3) feet tall. The glass will have a pass through slot at the base of the glass centered and a Speaker Hole cut out of the glass to be approximately five feet from the floor line. Build walls around the glass to enclose the glass using 2X4 studs 16" o.c., install gypsum board and tape and texture to match existing walls. Install wood milled trim approximately 2 ½ - 3 inches wide on the wall next to the glass on both sides of the wall.

6.3 Kitchen (Dishwasher, garbage disposal, refrigerator, and gas stove **provided by the Owner**)

- (1) Install new base cabinets per the design in kitchen (cabinets can be stock cabinets). Cabinets will be approximately 7 feet long on south wall starting at corner and 4 feet on west wall creating a "L" shaped counter. Install upper cabinets on the west wall over the base cabinets in kitchen – approximately 6 feet. Cabinet doors will have concealed hinges. Cabinet doors will be solid wood with raised panel doors. Front drawer panels will be solid wood. (Owner will provide drawer and door pulls for cabinets.)
- (2) Install base cabinets on each side of stove on the east wall as described above. Install upper cabinets on the east wall where the stove is located. Allow for a 30" vent-a-hood. All cabinets in the kitchen area will match in style.
- (3) Install water line for ice maker for refrigerator and connect and make sure it is operable.
- (4) Move existing gas line for previous gas stove to new location and connect to stove.
- (5) Install Broan or equal undercabinet range hood (stainless steel/black) 30-in, horizontal venting for ducted installation, 2-speed fan, and light. Vent the duct to exterior.
- (6) Install Kohler Toccata or equal 22-in X 33-in stainless steel double-basin drop-in 4 hole commercial/residential kitchen sink, 9-in equal double-basin depth, 18-gauge stainless steel, self-rimming, and having SilentShield sound- absorption. One basin must allow for garbage disposal.



- (7) Install Delta Windmere Stainless two handle high-arc kitchen faucet with side spray or equal.

6.4 Countertops

Install seamless Corian solid surface countertops or equal on all base cabinets. Owner will select color/design. Provide brand name on Pricing Page.

6.5 Water Heater

Install new 40 gallon gas Energy Star Certified Rheem water heater or equal in Mechanical Room with a 10 – 15 year warranty on the water heater. State brand and years of warranty you are quoting on Pricing Page.

6.6 Exterior of Building

- (1) At rear door, install a wood canopy with metal roof. Width of canopy approximately 4 feet and extend out approximately 3 feet. Install 26 gauge residential metal panel according to manufacturer's installation instructions. (Color of metal roof should be a beige tone - owner shall select exact color of metal.) Similar in design to photo to the right except the canopy is for a single door.



6.7 Milled Baseboard

- (1) Install 5/8 in X 4 ¼ in MDF primed base baseboard throughout all of building in each room except for the storage room.
- (2) Miter joint for outside and inside corners. Caulk any gaps in joints and along wall.
- (3) Paint baseboard for full coverage using Sherwin Williams ProClassic Interior Oil Base paint or equal. Color is Elder White SW7014. Any remaining paint will be property of the owner.

6.8 Underlayment

Install Feather Step or equal 3 in 1 Silent Vapor Barrier Flooring Underlayment, 2 mm thick per the manufacturer's installation instructions.

6.9 Hardwood Engineered Flooring

- (1) Install 3/8" X 4.75 – 5.00 inch Harris Wood or equal Red Oak Sterling Grey in varying lengths engineered hardwood flooring with 5 - 10 year commercial warranty. Install per manufacturer's instructions. Engineered hardwood flooring will be installed in every room except the two restrooms and mechanical room. Make sure floor is level/smooth before pad and flooring are installed. (Owner will select final color but bid on something very similar to Red Oak Sterling Grey.)

**Provide sample(s) of flooring with your bid.**

- (2) Install the flooring to run parallel to the long walls in the hallway and keep that pattern going throughout all the rooms.

**PRICING PAGE  
RENOVATION OF THE 116 MAIN STREET BUILDING – PHASE 2**

The firm of \_\_\_\_\_ hereby offers to complete all the work in the Invitation For Bid document within the time allocated in the document in a workmanlike and professional manner.

Bidders shall give the price for each of the categories outlined in the Scope of Work with a total Base Bid Price including the \$5,000 contingency in your base price.

Item	Price
6.1 Interior of Building	\$
6.2 Reception and Lobby Areas	\$
6.3 Kitchen Brand of Countertop:	\$
6.4 Countertops	\$
6.5 Water Heater Brand: Years of Warranty:	\$
6.6 Exterior of Building	\$
6.7 Milled Baseboard	\$
6.8 Underlayment	\$
6.9 Hardwood Engineered Flooring	\$
Allow \$7,000 as Contingency	\$ 7,000.00
<b>TOTAL BASE BID INCLUDING CONTINGENCY</b>	\$

**Attention bidders: Do not make any exceptions or make any qualifications to your bid unless allowed in bid document.**

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 and agrees to the Contract Terms and Conditions as contained herein.

**CITY OF NORTH LITTLE ROCK, ARKANSAS  
CONTRACT**

This Contract entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by \_\_\_\_\_ (the "Contractor") and City of North Little Rock, AR, (the "Owner").

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

(1) SCOPE OF CONTRACT AND CONTRACT DOCUMENTS. The Contractor shall provide the goods/services to the Owner as set forth in the Bid Documents to make the renovations as described in the Invitation For Bid and Floor Plan to the building at 116 Main Street, North Little Rock, Arkansas, attached hereto and incorporated herein as Exhibit "A" (the "Services"). The Contract Documents shall consist of:

- (a) The fully executed Contract;
- (b) The entire Bid Documents dated: \_\_\_\_\_, 2017; and.
- (c) The Contractor's Bid dated \_\_\_\_\_, 2017 all of which documents are incorporated herein.

(2) PERIOD OF PERFORMANCE. Contractor will have fifteen (15) days from the Notice to Proceed to begin the renovations. Contractor has thirty (30) days to complete the Services.

(3) Warranties, Representations or Guarantees.

(a) Authorization. Contractor represents and warrants that Contractor has full power and authority to enter into this Contract and to carry out the Services 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 Services.

(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 Services 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 Services are performed, and that all Services meet the specifications set forth in the Scope of Contract. Contractor further represents and warrants that Contractor and all personnel used to perform the Services, including permitted subcontractors, possess the knowledge, skill, and experience necessary to perform the Services.

(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 Services. Contractor shall also ensure that all permitted subcontractors are similarly licensed and qualified.

(4) TERMINATION. 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. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

#### (5) CONTRACTOR'S INSURANCE AND PERFORMANCE BOND.

(a) Required Insurance Coverage. Contractor shall, at Contractor's sole cost and expense, procure and maintain for the duration of this Contract proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, public Liability and Property Damage. Owner shall not be responsible in case of accident.

(b) Performance Bond. 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 of 1953 as amended by Act 539 of 1979).

(6) INDEMNIFICATION.

(a) Indemnification by Contractor. Contractor agrees to hold harmless, defend, and indemnify Owner, its officials, employees and agents ("Indemnified Party" collectively "Indemnified Parties") from and against all claims, damages, losses, and expenses (including without limitation attorneys' fees and cost of litigation) arising out of (i) performance of the Services, except to the extent that such claims, damages, losses, or expenses are caused by the active negligence, sole negligence, or willful misconduct of Owner, or (ii) any breach or default in the performance of any of Contractor's obligations hereunder including, without limitation, any breach of any warranty or representation.

(b) Defense of Claims. In the event an Indemnified Party is made a party to any action

or proceeding by reason of any matter for which Contractor has hereby agreed to indemnify the Indemnified Party, then Contractor, upon notice from Owner, shall defend such action or proceeding on behalf of the Indemnified Party at Contractor's sole cost and expense. If Contractor's attorney is not vigorously or adequately defending any such claim, the Indemnified Party shall have the right, but not the obligation, to join and participate in, as a party if it so elects, any proceedings or actions related to such claims and to have its attorneys' fees and cost in connection therewith paid by Contractor. Notwithstanding the foregoing, Owner may participate at any time in proceedings with counsel of its own choosing at its own cost.

(c) Judgment or Settlement of Claims. Contractor shall not consent to the entry of any

judgment or enter into any settlement with respect to any third-party claim without the prior written consent of the Indemnified Party (not to be unreasonably withheld) unless the judgment or proposed settlement involves only the payment of money damages to be paid solely by Contractor or its insurance carrier and does not impose an injunction or other equitable relief upon the Indemnified Party.

(7) 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.

(8) 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.

(9) 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.

(10) DISPUTE RESOLUTION; LEGAL FEES.

(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 (each, a "Dispute"), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (the "Dispute Notice"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Contract may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

(b) Legal Fees and Costs. Each party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.

(11) 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.

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

(13) 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.

(14) 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.

(15) 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.

**City of North Little Rock**

**Contractor**

By: \_\_\_\_\_  
Joe A. Smith, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_  
Name/Title

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk



**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](http://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**