

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



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

INVITATION TO BID

Bid Number : _____ 17-3458 _____ Date Issued: _____ March 29, 2017

Date & Time Bid Opening: _____ Tuesday, April 10, 2017 at 10:00 a.m.

Trailer Mounted Outdoor Slide with Trailer for use at the North Little Rock Parks and Recreation Funland Amusement Park

* TRAILER MOUNTED SOLID DRY SLIDE

Total Bid Price: \$ _____

Specifications are attached.

Any questions regarding this bid should directed to: Tina Worrell at 501-580-0832

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: _____

PHONE NUMBER: _____ AR TAX PERMIT NO. _____

BUSINESS ADDRESS: _____

SIGNATURE OF AUTHORIZED PERSON &
TITLE: _____

UNSIGNED BIDS WILL BE REJECTED

BID #17-3458
CITY OF NORTH LITTLE ROCK, ARKANSAS
PARKS AND RECREATION DEPARTMENT
Outdoor Slide with Trailer for use at its Funland Amusement Park

The City of North Little Rock's Parks and Recreation Department is seeking qualified parties to submit bids for an Outdoor Slide with trailer for use at its Funland Amusement Park.

Location:

Burns Park - Funland
25 Funland Drive
North Little Rock, AR 72118

Specifications:

General Features:

- Year: Manufactured in 1990 or newer
- Category: Solid (non-inflatable) dry slide for outdoor use
- Model Type: Trailer Mount
- Size: 65 feet long
- Lanes: 3 lanes with a maximum of 5 lanes - all lanes, slide accessories must fit on one trailer

Slide Specifications:

- Fiberglass construction;
- Working lights;
- Slide in excellent condition and ready to use;
- Slide lanes may be Jel-coated;
- Smooth joint connections;
- Minimum of 12 mats; and,
- Ladder free of bends or kinks.

Support Frame/Trailer Specifications:

- Working electricals (lights, wiring, etc.);
- Full size spare tire;
- Electric trailer brakes on both axles;
- 2 5/16" ball bumper pull hitch;
- Galvanized steel and aluminum;
- All hydraulics in good working order including pumps and hoses;
- Frame, out-riggers and trailer matched to size of slide;
- Free of rust;
- All welds must meet or exceed Manufacturer's specifications;

- Possum Bellies in-tact and solid with locking doors;
- Out-riggers straight and free of damage; and,
- Trailer jacks and Supports in-tact, working and have all components.

Requirements:

- Must be able to pass inspection per Arkansas Department of Labor Standards for Amusement Rides and Attractions;
- Must meet all ASTM Standards and Safety Guidelines;
- Must have passed inspection within last twelve (12) months;
- Must have copies of last five inspections if model is five years old or older, or all inspections if model is less than five years old;
- Must have all maintenance records for the last five consecutive years if model is five years old or older, or all maintenance records if model is less than 5 years old;
- Must have record of all repairs for last five years of operation and who performed the repairs (company and technician);
- Must provide two hard copies (and one digital copy - optional) of owner/operator manual which includes inspection forms; and,
- Provide photos of slide and trailer with bid.

Vendor Requirements:

- Vendor will include in the bid price;
- Delivery and Set-up;
- Training on Set-up and Take-Down; and,
- Training on Operations.

Submission of Bids

Two copies of the sealed bid must be submitted to:

City of North Little Rock
Commerce Department
120 Main Street
North Little Rock, AR 72114

Firm Pricing for City Acceptance

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

No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the Bid is prohibited. Such unauthorized contact may disqualify the Contractor from this procurement.

W-9 Form Required

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

Acknowledgement of Contract

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

Bid Questions and Clarification

All questions must be submitted in writing via email. Response to relevant questions will be posted on the Commerce web page at nlr.ar.gov, click on the "Business" tab, then click on the "Bids and Vendors" tab, then click on "Current Bids".

Questions related to the Bid should be directed to:

Tina Worrell, Recreation Superintendent
North Little Rock Parks and Recreation
tworrell@nlr.ar.gov
501-580-0832

Proposer's Certification

By signature on the bid, the respondent certifies that it complies with:

- The laws of the state of Arkansas.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.

If any Respondent fails to comply with the provisions stated in this paragraph, the City reserve the right to reject the bid, terminate the contract, or consider the contractor in default.

Conflict of Interest

Respondent, by responding to this Bid, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the services specified in this Bid.

The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the respondent's proposal. The City's determination regarding any questions of conflict of interest is final.

Public Records

Respondent understands that the bid is a "public record", and the public shall have access to all documents and information pertaining the Response and the Bid, subject to the provisions of

Arkansas' FOIA. The Respondent, by submitting a bid, acknowledges that the City may provide public access to and/or copies of all documents subject to disclosure under applicable law.

Cost of Preparing Bid

Any costs incurred in the preparation of the bids are solely the responsibility of the respondents. The City of North Little Rock will provide no reimbursements for such costs. Any cost associated with any oral representations to the City will be the responsibility of the respondent and may not be billed to the City.

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 "A" for draft Contract.

Late Bids

LATE bids will be UNOPENED and disposed of in a proper manner.

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.

Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based upon the lump sum and condition of slide. (For clarification purposes, included in the lump sum is the unit item pricing and extended unit price items if applicable.)

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.

**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 Amusement Park Rides and providing training, where applicable;

WHEREAS, Buyer desires to purchase such equipment, installation of 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 install the equipment and 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 ____, 2017;
(c) The Contractor's Bid dated _____, 2017 all of which documents are incorporated herein: and,

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")

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.

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 if required. 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: _____
Attention: _____
[ADDRESS]
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: _____

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 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

**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