

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 : _____ 17-3457 _____ Date Issued: _____ March 24, 2017
Date & Time Bid Opening: _____ Tuesday, April 4, 2017 at 10:00 a.m.

RFP for Pool Management Services for the NLR Parks and Recreation Dept.

→ Total Project Bid Price for Pool Opening: \$ _____

→ Total Project Bid Price for Water Management: \$ _____

→ Total Project Bid Price for Pool Closing: \$ _____

Total Costs for Opening, Water Management and Closing: \$ _____

→ Total Project Bid Price for Chemicals: \$ _____

Specifications attached.

Any questions regarding the bid should be directed to

- Tina Worrell at 501-791-8543 or tworrell@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.

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

Swimming Pool Services

Table of Contents

Section 1:	Purpose, Goals and Objectives, and General Requirements	2
Section 2:	Scope of Work	3
Section 3:	Proposal Preparation and Submission Instructions	5
Section 4:	Contract	8
Section 5:	Termination of Contract	8
Section 6:	Evaluation and Award Criteria	9
Section 7:	Sub Contracts and Compliance with Laws	10
Section 8:	Standard Proposal Information	11
Section 9:	Attachments	
	A - Aerial view of Pools	14
	B - Site Visit Information and Report Form	15
	C - Price Sheet	16
	D - Draft Contract	17

Swimming Pool Services

SECTION 1 - Purpose, Goals and Objectives, and General Requirements

Purpose

This Request for Proposal (“RFP”) for Pool Water Management Services is issued by the City of North Little Rock, Arkansas Parks and Recreation Department (“City”). The purpose and intent of this RFP is to solicit sealed proposals to establish a contract with a qualified firm or individual to provide water management services of three (3) swimming pools (aerial photos on Attachment A). Services will include prepping the pools for inspection and opening and closing, maintaining proper chemical balances and chemicals, and winterizing the pools at the end of the season.

Copies of the RFP and all other solicitation related documents will be made available on the City’s website. Copies of the RFP, including all related documents can be obtained by visiting the City’s website at <http://www.nlr.ar.gov> go to the tab “Business”, click on “Bids and Vendors” and then click on “Current Bids”.

Proposers submitting a Response (“Response”) to this Request for Proposals (“RFP”) certifies that it meets all of the requirements to perform the services required by this RFP and will enter into a contract in substantially the same form as that included in the RFP.

Goals and Objectives

- To retain a qualified firm, organization, or individual to maintain water quality at area swimming pools throughout the season, prep pools to pass inspection before season begins, ready pools for opening (including refurbishing some pool elements), winterize pools at end of season, and ensure water quality by properly maintaining chemical balances;
- To allow all qualified firms, organizations, and individuals interested in providing water management services an equal opportunity to do so.

General Information

The City maintains three (3) swimming pools at two (2) community centers.
Sherman Park (SP) Pool, 624 Beech St., North Little Rock, AR 72117
North Heights (NH) Pools, 4801 Allen St., North Little Rock, AR 72118

Pools will be open to the public from May 29, 2017 through September 4, 2017 Tuesdays through Saturdays from 12 noon until 6 p.m. with swimming lessons conducted during the morning times.

The City provides staff to perform lifeguard duties and concessions.

General Requirements

1. The Contractor will provide services at the following pools:
 - a. Sherman Park (SP) Pool, 624 Beech St., North Little Rock, AR 72117
 - i. SP Pool #1 109,000 Gallons, 2016 Average Daily User Load 12
 - b. North Heights (NH) Pools, 4801 Allen St., North Little Rock, AR 72118
 - i. NH Pool #1 153,000 Gallons, 2016 Average Daily User Load 83
 - ii. NH Pool #2 2,360 Gallons, 2014 Average Daily User Load 12
2. The Contractor will have the pools ready for and pass inspection by state health department by May 12, 2017.
3. The Contractor will have the pool closed and winterized by September 30, 2017.
4. The Contractor will have a minimum of five (5) years commercial pool experience with commercial pools of 100,000 gallons or more, and experience in refurbishing diving boards, slides, and mushroom water features.
5. The Contractor will be a Certified Pool Operator in Arkansas.
6. The Contractor shall provide all labor, materials, supervision, tools, transportation, chemicals, and equipment necessary to provide water management services as outlined here and in the Scope of Work.
7. The Contractor will attend one of two Site Visits and complete a Site Visit Report Form to be submitted when submitting the RFP. Site Visit information is included as an attachment to the RFP.

SECTION 2 - Scope of Work

(1) Pool Opening:

Vendor's Responsibilities:

At All Pools

- Prepare for and work with local Arkansas Department of Health Environmental Specialist for yearly opening pool inspection. **MUST PASS INSPECTION BY MAY 12, 2017**
- Remove cover and store at designated location at the pool's site
- De-winterize filtration equipment and chemical feeders
- Start up and calibrate pool controller
- Achieve water balance (alkalinity / calcium hardness / pH)
- Achieve water clarity (metal out / water clarifier)
- Install ladders and handrails
- Brush pool surfaces
- Assure pool reaches 2ppm chlorine & 7.1-7.5 pH for opening health inspection
- Fill pool to appropriate operating level
- Vacuum pool to desired cleanliness
- Diving Boards at both pools must be stripped of all existing coating by sandblasting and then apply an epoxy diving board kit at proper thickness and non-skid paint

At SPP #1 and NHP #1

- At both pools, remove all loose/flaking rust, lightly sand entire slides' metal structures, apply rust inhibitor, and coat with quality polymer acrylic and/or epoxy. Wash, wax and buff slides plastic/fiberglass fixtures

At SP Pool

- Remark depth markers on pool decking and liner of pool using 6" by 6" vinyl markers that meet health department code

At NH Pool

- NHP #2 drained and acid wash. Pumps need shaft seals replaced and all o-rings replaced. A rainbow feeder needs to be added
- NHP #1 chlorine feeder and acid pump must be replaced
- Remove, sand, wash and apply a car quality coating and clear coat of paint on the two (2) mushrooms at NH Pools #1 and #2 and reinstall

(2) Water Management:

Vendor's Responsibilities:

Inspect pools 3 times weekly to perform the listed responsibilities:

At All Pools

- Maintain proper water chemistry:
 - Test pH, Chlorine, Calcium, Alkalinity and Stabilizer levels.
 - Load chemical feeders and add calcium, bi-carb and others chemicals to pool as needed.
 - Program, calibrate and clean chemical automation systems as needed.
- Maintain proper record keeping for each visit
 - Record all pool water test readings
 - Record all events such as cleaning of pump baskets, backwash of filters, etc.
 - Record other events such as: recommended repairs, repairs made, etc
- Clean pump strainer baskets each trip or as needed.
- Backwash filters systems as needed.
- Clean pool skimmer baskets each trip or as needed.
- Consult with Parks and Recreation Department Recreation Superintendent regarding pool operations and / or needed repairs / improvements. Provide yearly operation training to employees as directed.
- Maintain sufficient inventory of pool chemicals. Advise pool manager and / or others of pool chemical needs.
- Provide phone consultation, as needed, for any water clarity, water chemistry and / or mechanical issues that may arise.

Owner Responsibilities:

At all pools

- Maintain proper water level
- Vacuum pool
- Proper water testing records
- Report any water quality issues and /or mechanical issues in a timely manner

(3) Pool Closing:

Vendor's Responsibilities:

At All Pools

- Remove ladders and handrails
- Winterize filtration equipment and chemical feeders
- Cover pool
- Correct water balance needed to maintain proper water chemistry for winter (alkalinity / calcium hardness / pH)

At SPP #1 and NHP #1

- Install a Pentair Acu Drive XS VF, 230 volt, 3 PH. NEMA12 and replace existing 1 phase motor with correct 7.5 HP 3 phase motor. Installation to include; mounting, electrical, programming and training.

Pool closing is expected to be completed by September 30, 2017

SECTION 3 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. General Instructions

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original paper copy and two (2) additional paper copies of each proposal and submitted to:

Mary Beth Bowman
Director of Commerce
City of North Little Rock
120 Main Street
North Little Rock, AR 72114
Hours of operation 8:00 AM to 4:30 PM Monday – Friday.

No other distribution of the proposals shall be made by the Offeror. Questions related to the Water Management Services should be directed to:

Tina Worrell
Recreation Superintendent
City of North Little Rock Parks and Recreation Department
Telephone: 501-791-8543
Email: tworrell@nlr.ar.gov

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

2. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Any costs incurred in the preparation of the RFPs 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.
- c. All Proposals must be in a sealed envelope or box and clearly marked on the outside: "**Sealed Proposal RFP 17-3457 - Swimming Pool Services RFP**". Proposals shall clearly indicate the name and address of the offeror (company, firm, partnership, or individual). All expenses for making Proposals to the City shall be borne by the offeror. **All Proposals shall be received by Tuesday, April 4 2017 10:00 A.M.** Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. Any Proposer's failure to submit its proposal prior to the deadline will

cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

d. Definitions

Contractor – The successful offeror who enters into a contract with the City to provide the services as specified in this RFP.

City – Wherever the word “City” appears, it shall be understood to mean the City of North Little Rock, Arkansas.

Offeror – Wherever the word “offeror” appears, it shall be understood to mean the firm or individual submitting the proposal in regards to the RFP.

Owner – Whenever the word “owner” appears, it shall be understood to mean the City of North Little Rock.

- e. Offerors are responsible for familiarizing themselves with the requirements for this RFP, and terms and conditions of this procurement.
- f. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- g. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- h. Each copy of the proposal should be contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- i. Ownership of all data, materials, and documentation originated and prepared for the City of North Little Rock pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with Arkansas's Freedom of Information Act.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that the City of North Little Rock may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Offeror's Price Sheet, included as an attachment to the RFP (also to include a chemical price list).
3. A copy of Offeror's valid Certified Pool Operator certificate.
4. A signed Site Visit Report Form, included as an attachment to the RFP.
5. Experience:
 - a. Describe your company's experience in providing the services described herein. Specifically describe your experience in providing services to municipalities and with agencies in the State of Arkansas; include the size of your company.
 - b. References in providing services for:
 - Water management of commercial pools of 100,000 gallons or more
 - Refurbishing diving boards, slides, and mushroom water features

SECTION 4 – 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 "D" for draft Contract.

SECTION 5 – TERMINATION OF CONTRACT

The City may, by written notice to the Contractor, terminate this agreement in whole or in part at any time, either for the City's convenience or for cause. Upon receipt of notice, the Contractor shall immediately discontinue all services affected,

unless the notice directs otherwise. In the event of such termination, the Contractor shall be compensated for services and work performed prior to 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.

SECTION 6 - Evaluation and Award Criteria

1. Evaluation

Evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications as well as but not limited to the following items:

Qualifications, Experience, and Competence	25%
Cost of Services	25%
Number of years in business	20%
References	30%

2. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, a selection will be made as the best proposal and the contract will be presented to the North Little Rock's City Council for approval. Should the Selection committee determine that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and presented to the City's City Council for approval.

The City reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City of North Little Rock.

SECTION 7 - Subcontracts and Compliance with Laws

1. Subcontracts

The Vendor is fully responsible for all work performed under this Contract. The Vendor may, with the consent of the City, enter into written subcontract(s) for performance of certain of its functions under the Contract. Subcontractors must be approved in writing by the City prior to the effective date of any subcontractor.

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

2. Compliance with Federal, State and Local Laws

The Vendor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by the law), marital status, political affiliations, handicap, sexual orientation or gender identification. The Vendor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, handicap, sexual orientation or gender identification. Such action shall include, but not be limited to, the following:

1. Employment
2. Promotion
3. Demotion or transfer
4. Recruitment or recruitment advertising
5. Layoff or termination
6. Rates of pay or other forms of compensation
7. Selection of training, including apprenticeship

The Vendor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, national origin, sex, or sexual orientation and the implementing rules and regulations prescribed by the Secretary of Labor with Title 41, Code of Federal Regulations, and Chapter 60. The Vendor and any subcontractor shall comply with Arkansas Act 954 of 1977.

The Vendor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Regulation Act of 1973. The

Vendor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations.

The Vendor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

SECTION 8 – STANDARD PROPOSAL INFORMATION

Authorized Signature

An individual authorized to bind the proposer to the provisions of the RFP must sign the proposal.

Conflict of Interest

Proposer, by responding to this RFP, 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 RFP.

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 proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

Collusion

The Proposer shall certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City department. The Proposer certifies that it is in compliance with the conflict of interest law. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred. (See attachment E).

The Proposer shall include in its Response, in the applicable section of the Response, the Non-Collusive Affidavit, included in this RFP. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive. Should the Proposer fail to include the affidavit with its Response the City may, at its sole discretion, allow a Proposer a specified period of time to submit the affidavit to the City, after which time the Response will be deemed non-responsive.

Public Records

Proposer understands that the proposal is a "public record", and the public shall have access to all documents and information pertaining the Response and the RFP, subject to the provisions of Arkansas' FOIA. The Proposer, by submitting a proposal, acknowledges that the City may provide public access to and/or copies of all documents subject to disclosure under applicable law.

Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

Proposer’s Certification

By signature on the proposal, the proposer 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 Contractor fails to comply with the provisions stated in this paragraph, the City reserve the right to reject the proposal, terminate the contract, or consider the contractor in default.

No Contact Policy

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

I certify that I have reviewed the RFP and have a complete understanding of the specifications. I am authorized as a responsible representative to sign for the Proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Business Name: _____ FEIN: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Email Address of Contact: _____

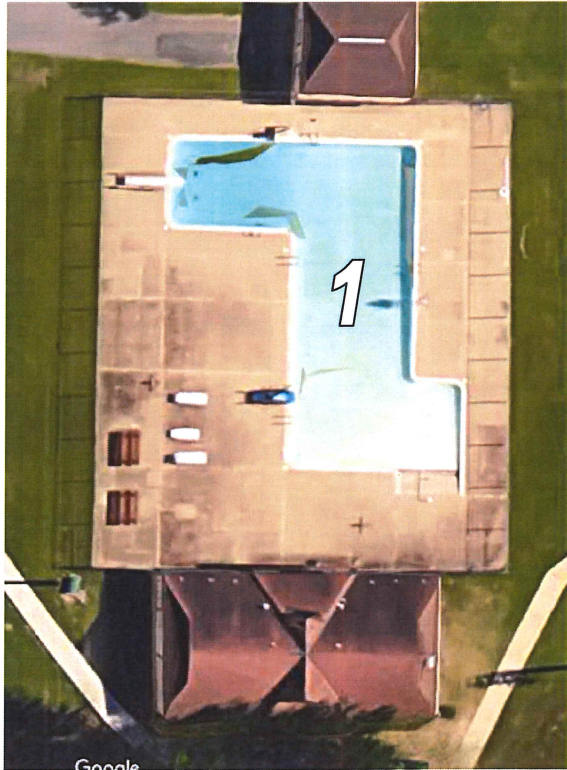
Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Aerial Photos

Sherman Park Pool

Uncovered

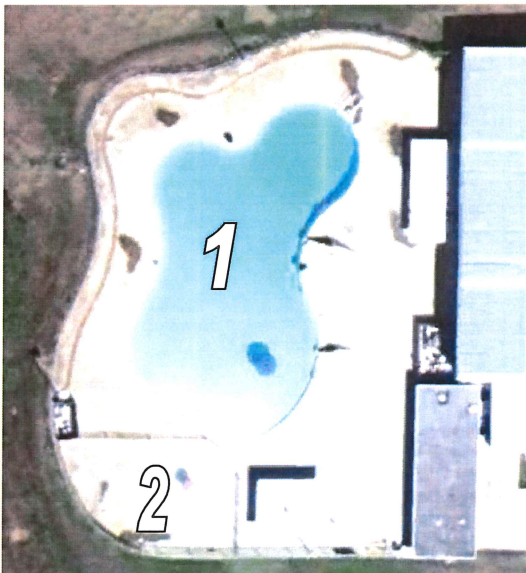


Covered



North Heights Pools

Uncovered



Covered



Site Visits

To view the facilities, contact the following individual listed below. Two site visits will be scheduled and you must attend one of the site visits and visit both pool sites for your bid to be considered. Contact Jenifer Holland at 501-791-8543 to schedule which site visit you plan to attend. The Site Visit Report Form (Appendix B) must be signed by Glenda Parker at North Heights Pools and Renee Henson at Sherman Park Pools and returned with proposal.

First site visit: March 28, 2017 at 10:00 a.m.

Meet at the North Heights Community Center located at 4801 Allen St, North Little Rock, AR 72118 then report to Sherman Park Community Center located at 624 Beech St., North Little Rock, AR 72117

Second site visit: March 30, 2017 at 10:00 a.m.

Meet at the North Heights Community Center located at 4801 Allen St, North Little Rock, AR 72118 then report to Sherman Park Community Center located at 624 Beech St., North Little Rock, AR 72117

Site Visit Report Form

(Must be signed by Glenda Parker and Renee Henson and returned with proposal)

Vendor must attend a site visit at both the North Heights Pools and the Sherman Park Pool to be considered.

Person making the Site Visit for the Vendor: _____

Site Visit		
Location	Date	Contact Person
North Heights Community Center 4801 Allen St., NLR, AR	_____	_____
Location	Date	Contact Person
Sherman Park Community Center 624 Beech St., NLR, AR	_____	_____

**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 RFP Documents for Pool Water Management Services as described in the RFP. The Contract Documents shall consist of:

- (a) The fully executed Contract;
- (b) The entire Request for Proposal Documents dated: _____; and.
- (c) The Contractor's Proposal dated _____ all of which documents are incorporated herein.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

(10) 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.

(11) 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

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