

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

RFP Number : 17-3461 Date Issued: April 17, 2017
Date & Time Bid Opening: Monday, May 1, 2017 at 10:00 a.m.

RFP for Pool Management Services for the Patrick H Hays Senior Center

Specifications attached.

Direct any questions related to the Swimming Pool Maintenance Services to:

- Charley Baxter at cbaxter@nlr.ar.gov

Questions related to the bidding procedures and/or documents should be directed to:

- Commerce Department at 501-975-8881

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings for attachments including any changes to the bid.

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them

NOTE: FAILURE TO FILL OUT AND SIGN THE INVITATION TO BID SHEET WILL RESULT IN REJECTION OF THE BID.

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid, including specifications, conditions and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

NAME OF FIRM: DATE:

PHONE NUMBER: AR TAX PERMIT NO.

BUSINESS ADDRESS:

SIGNATURE OF AUTHORIZED PERSON &
TITLE:

UNSIGNED BIDS WILL BE REJECTED

REQUEST FOR PROPOSAL
SWIMMING POOL MAINTENANCE SERVICES
RFP NO. 17- 3461



City of North Little Rock, Arkansas

Date Issued April 17, 2017
Closing Date: May 1, 2017 at 10:00am

SWIMMING POOL MAINTENANCE SERVICES

RFP NO. 17- 3461

City of North Little Rock, Arkansas

April 17, 2017

SECTION 1 – PURPOSE

Purpose

This Request for Proposal (“RFP”) for Swimming Pool Maintenance Services for two indoor swimming pools is issued by the City of North Little Rock, Arkansas (“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 maintenance, cleaning, services, chemicals, products, etc. for the two indoor swimming pools at The Patrick H. Hays Senior Center (Hays Center) located in the Hays Center at 201 W. Pershing Blvd., North Little Rock, Arkansas.

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. (See Attachment “B”).

SECTION 2 – SCOPE OF WORK

1. The Contractor shall provide weekly maintenance including back wash of filter system.
2. The Contractor shall provide weekly pool cleaning to include both pool vacuum and cleaning of pool walls.
3. The Contractor shall test and check all chemicals weekly to assure pools meet health and safety requirements.
4. The Contractor shall provide periodic change of sand in filter system as needed.

5. The Contractor shall provide an on-call service technician to trouble shoot pool issues. Technician must be available within 2 hours' notice, seven (7) days per week.
6. The Contractor shall provide a service technician(s) to change out parts and equipment when necessary. Items to be included in this contract are: pool pumps and fittings, pool heaters, pool filters and pool chemical supply mechanisms.
7. The Contractor shall provide all chemicals necessary to assure pools remain in acceptable ranges for all settings.
8. The Contractor shall provide prices for any replacement parts, pumps, motors, and fittings at the time of failure of pool parts to allow the City to check or accept price before installation.
9. Qualified contractors must submit names of staff persons available for all weekly maintenance positions as well as qualified person to complete repairs as necessary.
10. List qualifications, licenses, certifications or any other pertinent information for all persons who may be assigned to the job. Additionally, state how long each person has been employed by the contractor.
11. Qualified contractors must give a listing of current contracts similar to the work listed in this announcement as well as a listing of previous work history of similar contracts including listing times of service.
12. Qualified contractors must submit both office phone numbers and after hour cell phone numbers for all personnel who may be assigned to the Hays Center. Anytime employees are removed from this list or additional personnel are added to this list, the Contractor must notify the Hays Senior Center Director or his/her designee within 30 days of the change in personnel.
13. See Pricing Page – Attachment "A".

SECTION 3 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

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 one (1) additional paper copy of each proposal and submitted to:

Commerce Department
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.

Direct questions related to the Swimming Pool Maintenance Services to:

Charley Baxter
Hays Senior Center Director
City of North Little Rock
Telephone: 501-975-4297
Email: cbaxter@nlr.ar.gov

Questions related to this RFP should be directed to:

Mary Beth Bowman
Director of Commerce
Telephone: (501) 975-8881
Email: mbowman@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 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. All Proposals must be in a sealed envelope or box and clearly marked on the outside: **“Sealed Proposal RFP #17-3461 - Swimming Pool Maintenance Services RFP”**.

Proposals shall clearly indicate the name and address of the offeror (company, firm, partnership, individual). All expenses for making Proposals to the City shall be borne by the offeror. **All Proposals shall be received by May 1, 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.

- c. Definitions

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

City or Owner – Wherever the word “City” or “Owner” 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 contractor, firm, company or individual submitting the proposal in regards to the RFP.

- d. Offerors are responsible for familiarizing themselves with the requirements for this RFP, and terms and conditions of this procurement.
- e. 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.
- f. 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. 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.

- g. 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.
- h. 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.

SECTION 4 – TERMINATION OF CONTRACT

1. The City may, by written notice to the Contractor, terminate this agreement in whole or in part at any time with a thirty (30) day notice 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 determined by the City.
2. 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.

SECTION 5 – EVALUATION AND AWARD CRITERIA

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

Evaluation Criteria	Total Possible Points	Score
Quality of services provided, character, integrity, reputation, judgment, experience, timeliness of responding to services & efficiency of the respondent.	50	
The ability, capacity, skill of the respondent to perform.	25	
Monthly fee rate, service fee or other fee structure.	25	

Award

Basis for Award

Contract award will be made to the lowest qualified responsive and responsible bidder based upon the proposals. Price is not the only factor. Experience and meeting all the other requirements are equally important and will be evaluated as stated above.

SECTION 6 – SPECIAL TERMS AND CONDITIONS

A. Contract Forms and Renewal of Contract

The contract entered into by the City and the Contractor shall consist of the Request For Proposal, any addendum issued, the proposal submitted by the Contractor, the signed contract and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents.

The contract resulting from this RFP shall be for services described in the scope of this RFP. Any contract resulting from this RFP shall be for an initial two (2) year term with the option to renew for up to two (2) additional one (1) year terms. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such

obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of Resource Allocations which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

Renewal of Contract: Quoted prices must remain firm for the first term of the contract. At the time of renewal, the Contractor may request a price adjustment, not to exceed an increase of 5%, provided the Contractor submits acceptable documentation that an increase in cost has been experienced. Acceptable documentation includes but is not limited to manufacturer's dated price lists or invoices (before and after price increase) and manufacturers' letters certifying the date and the amount of the cost increase. In the event of a general price schedule decrease, the City shall be guaranteed full benefit of the price reduction. Contractor Price increases may be negotiated only at the time of renewal.

Written notice of the City's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

B. Contract Completion Date

Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP in preparing and submitting its proposal.

C. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of the City either before or after execution of the contract resulting from this Request for Proposal (RFP), RFP Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

E. Assignment of Interest

The Contractor shall not assign any interest in the resulting Contract and shall not transfer any interest in the same without prior written consent of the City, of which the City shall be under no obligation to grant.

F. Release of Data

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City, which approval the City shall be under no obligation to grant.

G. Release and Ownership of Information

The City reserves its rights of ownership to all material given to the Contractor by the City and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this RFP.

H. Subcontractors and Assignments

No portion of the work shall be subcontracted without prior written consent of the City. In the event that the Contractor desires to subcontract some part of the work specified wherein, the Contractor shall furnish the City with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

I. Examination of Records

The Contractor agrees that the City or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claim.

J. Utilization of Information

As may be allowed by law, any information, ideas, or concepts that the City receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of the City.

K. Acceptance, Invoicing and Payment

Unless otherwise negotiated, payment will be made not more frequently than monthly, with invoice terms of Net 30.

SECTION 7 – 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.

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: _____

Pricing Page

Attachment "A"

Item #	Item	Price
1	Monthly charge for weekly pool maintenance and cleaning. Weekly maintenance and cleaning to be completed between noon and 3:30 p.m. each Friday.	\$_____ per month
2	Hourly rate for unscheduled work that occurs to either pool on an as needed basis.	\$_____ per hour
3	Cat 5000 or equal complete chemical monitoring system.	\$_____ per pool
4	Accu-Tab or equal chemical feeding system.	\$_____ per pool
5	Taylor Pool & Spa or equal water testing set.	\$_____ per set
6	FlexFlo or equal Muriatic Acid pumping system.	\$_____ per pool
7	Vac-Alert Valve or equal low pressure gauge.	\$_____ per pool
	<i>Provide the following chemicals for the pools on an as needed basis. <u>Provide the price per chemical.</u></i>	
8	Accutabs – Calcium Hypochlorite 68% - <u>55 pounds per container</u> . We use approximately 250 pounds per pool per month.	\$_____per container
9	Muriatic Acid-Hydrochloric Acid – 20 degrees Baum – <u>20 gallon containers</u> .	\$_____per container
10	Total Alkalinity-Sodium Bicarbonate (baking soda) – <u>50 pound bag</u> .	\$_____per bag
11	Metal Out (also known as metal remover, metal magic).	\$_____
12	Phosaway-Phosphate remover.	\$_____

CONTRACT
FOR
SWIMMING POOL MAINTENANCE SERVICES

ATTACHMENT "B"

THIS 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 providing swimming pool maintenance services and swimming pool chemicals;

WHEREAS, Buyer desires to purchase such services and chemicals.

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. **Swimming Pool Maintenance Services.** Company hereby agrees to provide to Buyer to sell chemicals and swimming pooling maintenance services and Buyer hereby purchases from Company the swimming pool maintenance services and chemicals described in the bid hereto and incorporated herein, and (hereinafter "Services").
2. **Contract Documents.** The Contract Documents shall consist of:
 - (a) The fully executed Contract;
 - (b) The entire Bid Documents dated: April 17, 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 services, labor and chemicals as noted on the Pricing Page – Attachment "A".
4. **Payment.** Payment of the Services and Chemicals shall be made by Buyer to Company on a monthly basis.

All invoices submitted to Buyer by Company shall list in detail the services provided, amount of chemicals purchased, parts, etc. when applicable.

5. **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.

6. **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.

7. **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.

8. **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: _____

D. Recall Notice: In the event of any recall notice issued by the Company, Company shall send such notice to City of North Little Rock, Attention: Hays Senior Center, Director at 501-975-4297.

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

E. 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.

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

G. 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.

H. 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.

I. 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.

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

K. 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.

L. 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.

M. 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.

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