

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



120 Main Street, North Little Rock, AR 72114  
P.O. Box 5757 North Little Rock, AR 72119  
501-975-8881 Phone  
501-975-8885 Fax

## INVITATION TO BID

Bid Number: 17-3460 Date Issued: April 3, 2017

Date & Time Bid Opening: Tuesday, April 18, 2017 @ 10:30 am

The City of North Little Rock is seeking bids for Mosquito Insecticides.

A Product list and unit bid price schedule is attached (Attachment A).  
Items will be purchased on an as needed basis. Please include any price breaks.

Please direct technical questions to Kenny Stephens at 501-951-2397.

Unless otherwise stated, the use of a manufacturer's name and product number are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

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.

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### EXECUTION OF BID

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

Name of Firm: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Tax Identification No.: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_, 2017

**UNSIGNED BID COVER SHEET WILL BE REJECTED.**

**INVITATION FOR BID #17-3460  
PRODUCTS FOR MOSQUITO CONTROL  
CITY OF NORTH LITTLE ROCK, AR**

**1.0 PURPOSE**

The intent of this Invitation For Bid is to obtain bids to acquire various products to be used by the City for Mosquito Control.

**2.0 COMPETITION INTENDED**

It is the City of North Little Rock's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Director of Commerce in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Director of Commerce not later than seven (7) days prior to the date set for bids to close.

**3.0 SPECIFICATIONS**

This IFB shall be in accordance with the specifications outlined in this Bid document.

**4.0 INSTRUCTIONS TO BIDDERS**

**4.1 Submission of Bids**

Before submitting a bid, read the ENTIRE solicitation including the General Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information, as requested or required. On the front of the envelope when submitting a bid, include Bid number and project title: Bid for purchasing Mosquito Control Products. Bids must be received by the Commerce Department BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to:

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

The City is not responsible for delays from the US Post Office or any other courier. *Faxed and emailed bids will not be accepted.*

4.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Department of Commerce is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other City staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title and acceptance date. Material questions will be answered in writing with an Addendum provided; however, no questions will be taken after 4:00 p.m. on April 13, 2017. It is the responsibility of all bidders to ensure that they have received all Addendums. Addendums can be downloaded from [www.nlr.ar.gov](http://www.nlr.ar.gov).

Contact the following person for questions regarding the bid specifications:

Kenny Stephens

501-951-2397

[kastephens@nlr.ar.gov](mailto:kastephens@nlr.ar.gov)

4.3 Firm Pricing for City Acceptance

Bid price must be firm for City acceptance for a minimum of ninety (120) days from bid opening date. See Pricing Page Attachment "A".

4.4 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN AN AGREEMENT. Firm name and authorized signature must appear on cover page of bid.

4.5 Late Bids

LATE bids will not be opened.

4.6 Rights of City

The City reserves the right to accept or reject all or any part of any bid, waive informalities and award the Contract to the lowest responsive and responsible bidder to best serve the interest of the City.

4.7 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based upon the prices for the different products.

4.8 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the City reserves the right to negotiate with the lowest responsive, responsible bidder to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the low price and the specifications/scope of work to be performed.

4.9 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the City, or in a procurement involving federal funds, by the Federal Government.

4.10 W-9 Form Required

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

4.11 Acknowledgement of Contract

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

4.12 Calibration of Machine

**Bidder agrees to calibrate the City's mosquito spraying machine/equipment at the beginning of the mosquito season and possibly once more at no additional cost to the City.**

4.13 Repairs of Equipment

Please acknowledge in writing if your company has a technician available to make repairs to mosquito spraying equipment if needed. This would be an extra charge to the City, but the City may need that service.

**5.0 BID SPECIFICATIONS**

5.1 Bio mist 31-66 or equal

**ACTIVE INGREDIENTS**

Permethrin (3-Phenoxyphenyl) methyl (+/-) cis,  
trans-3-(2,2-dichlorethenyl)-2,2-dimethyl

cyclopropanecarboxylate ..... 31.28%

Piperonyl Butoxide, Technical\* ..... 66.00%

Other Ingredients ..... 2.72%

100.00%

Contains 2.86 pounds of Permethrin and 6.09 pounds of Piperonyl Butoxide per gallon. \* Equivalent to 80% (butylcarbityl)(6-propylpiperonyl) ether and 20% related compounds.

5.2 Bio mist 30-30 or equal

**ACTIVE INGREDIENTS**

Permethrin (3-Phenoxyphenyl) methyl (+/-) cis, trans-3-(2,2-dichlorethenyl)-2,2-dimethyl cyclopropanecarboxylate .....	30.0%
Piperonyl Butoxide, Technical * .....	30.0%
Other Ingredients ** .....	40.0%
	100.0%

Contains 2.52 pounds of Permethrin and 2.52 pounds of Piperonyl Butoxide per gallon.  
 \* Equivalent to 80% (butylcarbityl)(6-propylpiperonyl) ether and 20% related compounds. \*\* Contains petroleum distillate

5.3 Coco Bear or equal

**ACTIVE INGREDIENT**

Mineral Oil* .....	10.0%
OTHER INGREDIENTS .....	90.0%
TOTAL .....	100.0%

\* Contains petroleum distillate

5.4 Mosquito Mist 2 or equal

**Active Ingredient:** Chlorpyrifos (0,0-diethyl 0-(3,5,6-trichloro-2-pyridil) Phosphorothloate .....

Phosphorothloate .....	24.6%
Other Ingredients .....	75.4%
	100%

Contains petroleum distillates  
 Contains 1.98 pounds Chlorpyrifos  
 Per gallon

5.5 Mosquito Master 4-12 or equal

**ACTIVE INGREDIENTS**

Chlorpyrifos [0.0-diethyl 0-(3,5,6,-trichloro 2-pyridyl)] phosphorothioate.....	12.0%
*Permethrin (3-Phenoxyphenyl) methyl (±) cis, trans-3-(2,2-dichlorethenyl)-2,2-dimethyl-cyclopropanecarboxylate.....	4.0%
Other Ingredients .....	84.0%
	100.0%

\* Cis/trans isomer ratio: min. 35% (+) cis and max. 65% (+) trans. The product density is 7.62 pounds per gallon, which contains active ingredients chlorpyrifos and permethrin at 0.9 and 0.3 pounds per gallon, respectively.  
 Contains petroleum distillate.

5.6 Natular XRT Tablets or equal

**ACTIVE INGREDIENT (DRY WEIGHT BASIS):**

spinosad (a mixture of spinosyn A and spinosyn D)* . . . . .	6.25%
Other ingredients . . . . .	<u>93.75%</u>
	Total 100.00%

U.S. Patent No. 5,362,634 and 5,496,931

\* A Naturalyte® Insect Control product

Natular XRT is a 6.25% tablet. This product may absorb moisture; therefore, the weight of the tablet and percent by weight of active ingredient will vary with hydration.

PRICING PAGE
PURCHASE OF MOSQUITO CONTROL PRODUCTS

The firm of \_\_\_\_\_ hereby offers to provide all the products as described in the Invitation For Bid. The firm also agrees to calibrate \_\_\_\_\_ at the beginning of the mosquito spraying season and possibly one other time during the year. The service will not be an extra charge to the city.

The City has requested that each bidder bid on a "per case", "per tote" or "per barrel" price with the City indicating by each item how many of those items they will probably purchase during the year.

Bidders shall give the price for each item outlined in Bid document with a total Base Bid Price. Designate brand you are bidding for each item.

Table with 3 columns: Item #, Item, Price. Rows include Bio mist 31-66, Bio mist 30-30, Coco Bear, Mosquito Mist 2, Mosquito Master 4-12, and Natular XRT Tablets.

Person to contact regarding this bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

This contract entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by \_\_\_\_\_ hereinafter called the "Contractor" and City of North Little Rock, AR, called the "Owner".

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

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

The Contract Documents shall consist of:

1. The signed Contract;
2. The entire Invitation For Bid dated: \_\_\_\_\_
3. The Contractor's Proposal including Pricing Page dated \_\_\_\_\_ and any negotiated modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**City of North Little Rock**

**Contractor**

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

By: \_\_\_\_\_

\_\_\_\_\_  
Name/ Title

ATTEST:

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



**TERMS AND STANDARD CONDITIONS  
CITY OF NORTH LITTLE ROCK, ARKANSAS**

PLEASE READ CAREFULLY

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. The City reserves the right to reject any and all bids.
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce and Governmental Relations.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce and Governmental Relations.
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids will not be considered if they are: 1. Submitted after the bid's opening time. 2. Submitted electronically or faxed (unless authorized by Purchasing Agent).
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
18. **CONSTRUCTION**
  - A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
  - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
  - C. A Performance Bond equaling the total amount of any bid exceeding \$10,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Act 351 or 1953 as amended by Act 539 of 1979).
19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
24. Additional information or bid forms may be obtained from:  
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501) 975-8881 [www.nlr.ar.gov](http://www.nlr.ar.gov)

**Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, sealed bids must be submitted to the Commerce Department at 120 Main Street, North Little Rock, AR 72114 or PO Box 5757, North Little Rock, AR 72119**