

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

RFQ Number : 17-3494 Date Issued: October 11, 2017  
Date & Time Bid Opening: Thursday, November 9, 2017 at 4:00 p.m.

### Request for Proposals for the Operation of a Recreational Youth Soccer Program at the Burns Park Soccer Complex.

Direct any questions related to the request for qualifications to:

- Jaime Pettit at [jpettit@nlrpr.org](mailto:jpettit@nlrpr.org)

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.

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#### EXECUTION OF BID

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

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

**UNSIGNED BIDS WILL BE REJECTED**

City of North Little Rock  
Parks and Recreation Department

Request for Proposal  
Operation of a Recreational Youth Soccer Program

GENERAL INFORMATION

The City of North Little Rock ("CITY") Parks and Recreation Department ("DEPARTMENT") is seeking proposals from all qualified organizations to provide a recreational youth soccer program at the Burns Park Soccer Complex ("FACILITY") during the program year (August - July). For example, a fall league and a spring league.

At selected times during the program year, the chosen organization will be allowed to offer camps, tournaments, sport specific instructional programs and clinics outside of the league format so long as there are NLR facilities available. Selected provider may offer competitive program under standard field reservation policies.

The City of North Little Rock Parks and Recreation Department believes in the overall benefits of participation in organized youth sports leagues and programs. Participation in sports plays a valuable role in the development of the youth of North Little Rock. Participation in youth recreational leagues, instructional programs, competitive leagues, and tournaments has proven to build self-esteem, promote teamwork, develop the body as well as the mind, and is an integral part of the maturation process, all which contributes to the overall quality of life in North Little Rock. To this end, the DEPARTMENT will strive to assist youth sports league providers in offering quality organized youth sports programs, facilities, and services while maintaining a safe, wholesome environment for children.

SCOPE OF PROGRAM

Interested Providers must demonstrate they are adequately experienced and qualified to provide a professionally managed Recreational Youth Soccer Program on the DEPARTMENT's behalf. A DEPARTMENT staff person shall act as a liaison to effectively communicate with the PROVIDER.

Provider Requirements

Selected Provider will be responsible for handling all day-to-day operations and ensure that programs offered on the DEPARTMENT's behalf achieve optimal participation levels. The following service components are required:

- Program must be sanctioned by United States Youth Soccer, US Club Soccer, or other nationally recognized sanctioning body of soccer;
- Recreation should be the sole focus of this program;
- Program should be available those ages 3-18;
- Develop balanced teams within recreational leagues through the team selection process;
- Ensure adult supervision is present in an official capacity for every league practice, official league game, and tournament game,
- Safe and professional program administration and operation including enforcement of all rules, policies, and regulations as set forth by the CITY and DEPARTMENT;
- Provide excellent customer service 24/7/365;
- Scheduling of games and practices;
- Program marketing and promotion to achieve full facility utilization and maximum revenue generation;
- Assignment of referees, linesmen, scorekeepers, etc.;
- Provide essential program supplies;
- Design, procurement, and distribution of awards;

- Obtaining, coordinating, and proper training of volunteer coaches, referees, etc., including statewide background checks;
- Ensure all head coaches are certified for coaching youth soccer by a national, state, or local accredited coaching certification program.

DEPARTMENT Requirements

- Revenue sharing as agreed to by selected PROVIDER;
- Provide, maintain, and prepare fields at the FACILITY for practices and games in accordance with DEPARTMENT policies and procedures.

PROPOSAL INSTRUCTIONS, CONTENT PREPARATION, AND SUBMISSION

RFP RESPONSE

In order to be considered for selection, PROVIDERS must submit one (1) original paper copy and four (4) 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 a.m. to 4:30 p.m. Monday - Friday

No other distribution of the proposals shall be made by the PROVIDER.

Proposals should be signed by an authorized individual to bind the organization, may not be withdrawn after the submission date, and must be valid for at least ninety (90) days.

There will be NO public opening of proposals. Prices and other proposal information shall not be made public until the proposal is awarded. At that time, the executed contract will become public information.

QUESTIONS AND INQUIRIES

All questions, interpretations, or clarifications related to the Proposal shall be requested in writing no later than three (3) business days prior to the RFP opening date. Oral statement(s) concerning meaning or intent of content of the RFP by any person are unauthorized and invalid. Responses to relevant inquiries will be posted on the City's 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". All inquiries shall be directed to:

Jamie Pettit  
 Program Coordinator  
 Parks and Recreation Department  
 2700 Willow Street  
 North Little Rock, AR 72114  
[jpettit@nlrpr.org](mailto:jpettit@nlrpr.org)

PROPOSAL CONTENT

The proposal must contain, at a minimum, all of the following information in the sequence as presented below. Each proposal should provide a straightforward and concise presentation adequate to satisfy the requirements of this RFP.

- Name of Organization
- Business Name (if different from name of organization)
- Business/Organization Address
- Owner(s)
- Other Business/Organization Principals (names and titles)
- Tax Identification Number

- Non-Profit, Not-For-Profit, or Profit Status
- Number of Years Providing Similar Operation
- Professional References for Similar Services
- Insurance Information
- League Format/Operations (please describe)
  - Season(s) -- approximate length and proposed dates
  - Divisions -- describe how they are determined (i.e., based on age, gender, competitive level, combination, etc.)
  - Teams -- describe how recreational teams will be formed (draft, draw, by school, by grade, skills assessment, etc.)
  - Practices and Games -- describe plans for minimum number of practices and games per team during each season, scheduling of practices and games, etc.
  - Registration Process
  - Coaches' Meeting -- regarding league administration rules, policies, and player conduct
  - Grievance Process
  - Playoff Structure (if an end of season tournament is proposed)
  - Services provided in support of program/league, including:
    - Referees
    - Scorers
    - Internet Site Access for program and league information
    - Weekly player and team statistics
  - Awards
  - Site Supervision
- Coaches -- describe process of coach selection, training, background checks, etc.
- Organization Mission Statement
- Any other information

In a separate envelope, please provide a listing of program costs, anticipated participant and team fees, an organizational financial statement (profit-loss statement) from the most recent reporting period, and company references.

Proposals should be signed by an authorized individual to bind the organization, may not be withdrawn after the submission date, and must be valid for at least ninety (90) days.

#### EVALUATION, AWARD, and CONTRACT

##### EVALUATION

The evaluation and selection of a PROVIDER and the contract will be based on the information submitted in the PROVIDER'S proposal plus the references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejection.

Each submitting firm must have access to the technical and professional disciplines necessary to provide the full range of services required for the Scope of Work. If a particular service was not mentioned specifically in the RFP, but is necessary for completion of the project, the service is to be provided as part of this general contract scope and not as an "extra" or "additional-expense service," or "change of scope service" requiring additional billing to the City.

##### AWARD

A submission of proof of insurance coverage and sanctioning documentation within ten (10) business days of execution of the contract.

The DEPARTMENT reserves the right to negotiate with any organization placing a proposal as necessary to serve the best interests of the CITY and the DEPARTMENT and negotiate the final contract with the most responsive, responsible organization. The CITY reserves the right to waive, at its discretion, any

irregularity of informality which the CITY deems correctable or otherwise not warranting rejection of the RFP.

Selected PROVIDER must be able to begin work within thirty (30) days from award of bid and initiate leagues effective August 1, 2018.

CONTRACT

The organization selected by the DEPARTMENT to provide the services of a Recreational Youth Soccer Program will be required to enter into an agreement with the CITY prior to offering their services. The term of the agreement for the organization selected shall be for a period of two (2) years commencing on a date to be determined by the DEPARTMENT. The agreement may be terminated without cause by either party by giving a thirty (30) days written notice to the other party.

A sample contract is included as Appendix A.



**NORTH LITTLE ROCK PARKS AND RECREATION DEPARTMENT  
2018-2020 PROGRAM AGREEMENT**

THIS AGREEMENT made by and between the CITY OF NORTH LITTLE ROCK PARKS AND RECREATION DEPARTMENT, North Little Rock, Arkansas (hereinafter called the "DEPARTMENT"), and \_\_\_\_\_, North Little Rock, Arkansas (hereinafter called the "ASSOCIATION").

WITNESSETH

WHEREAS, the DEPARTMENT operates and maintains property at the Soccer Complex in Burns Park, in North Little Rock, Arkansas; and

WHEREAS, the use of said property for the purpose of soccer has been considered one of the best uses of this property for recreational purposes; to better serve the citizens of North Little Rock, Arkansas.

WHEREAS, the DEPARTMENT is a city department which provides and maintains certain recreational programs and parks in North Little Rock, and

WHEREAS, the ASSOCIATION provides some program administration and operations at the Burns Park Soccer Complex in North Little Rock, Arkansas

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

**Article I. Term**

Section 1.01 The term of this agreement is from August 1, 2018 to July 30, 2020.

Section 1.02 A program agreement must be signed annually in order to guarantee use of a facility or area. The signing of such agreement in no way binds THE DEPARTMENT to notify the ASSOCIATION of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use THE DEPARTMENT'S operated facilities and/or properties.

**Article II. General Provision**

Section 2.01 The ASSOCIATION will administer and operate a recreational youth soccer program on behalf of the DEPARTMENT.

Section 2.02 In consideration of the ASSOCIATION's administration and operation of a recreational youth soccer program, and of fees paid by the ASSOCIATION as outlined in Article VI, the DEPARTMENT agrees to offer the ASSOCIATION preferential scheduling for games and practices at the Burns Park Soccer Complex as set out in Article V of this Agreement.

**Article III. Program Administration and Services**

Section 3.01 The ASSOCIATION will operate a recreational youth soccer program in accordance to nondiscrimination requirements of Title VI of the 1964 Civil Rights Act.

Section 3.02 It is agreed that the program for which this agreement is written must be made available to the general public, to join and participate in. It is also agreed that the ASSOCIATION will furnish and supply all expendable materials necessary for conducting the program.

Section 3.03 It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.

Section 3.04 Program personnel and participants agree to abide by all federal, state, and local laws in addition to the policies of the DEPARTMENT pertaining to parks and facilities (e.g., smoking policy, advertisement signage, etc.).

Section 3.05 The ASSOCIATION may host tournaments under a separate soccer tournament agreement.

#### **Article IV. Use of Facilities**

Section 4.01 The ASSOCIATION is not granted exclusive use of the facility under this agreement.

Section 4.02 The concession stands will be maintained and operated by the DEPARTMENT.

Section 4.03 The DEPARTMENT will open and maintain the restrooms.

Section 4.04 It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by the ASSOCIATION.

Section 4.05 The ASSOCIATION will control all litter by picking up litter their program creates after each time the field is used. The litter must be placed in the proper receptacle by the ASSOCIATION, and will then be removed on a regular basis by the city trash service. If excessive litter must be picked up by the city, the ASSOCIATION will be charged \$40.00 for each hour worked.

#### **Article V. Access to Facility**

Section 5.01 All field use will be scheduled through the DEPARTMENT. Practices and games may be cancelled by the DEPARTMENT due to field conditions. The DEPARTMENT may consult with a representative from the ASSOCIATION when determining whether practices or games should be cancelled due to field conditions, but the final decision on cancellation due to field conditions will be made by the DEPARTMENT.

Section 5.02 The ASSOCIATION will have preferential scheduling for Recreational League teams when field usage is scheduled through the DEPARTMENT by the following dates. If field usage is scheduled after the following dates, usage will be subject to availability. See attachment for example of submitted practice and league schedule.

- (a) July 1, 2018 - Tentative schedule for Recreational League practice for the Fall season. The practice schedule must be kept updated throughout the season if any changes are made;
- (b) August 28, 2018 - Schedule for Fall Season Recreational League games;
- (c) September 1, 2018 - Request for 2019 Tournament Dates;
- (d) December 15, 2018 - Tentative schedule for Recreational League practice for the Spring season. The practice schedule must be kept updated throughout the season if any changes are made;
- (e) February 23, 2019 - Schedule for Spring Season Recreational League games;
- (f) March 1, 2019 - Summer Camp;
- (g) May 1, 2019 - Summer League Games and practices;
- (h) Deadlines for the 2019-2020 season to be determined;

Section 5.03 The ASSOCIATION will provide a list of teams at the conclusion of each season's registration period. The list will include each coach's name and contact number. The list will be updated as often as needed during each season if any changes are made to the teams and/or the coaches. If a team schedules a field for practice and is not on the list, the team will be charged a field rental fee of \$20.00 for one-half field for 1 1/2 hours without use of lights.

Section 5.04 The ASSOCIATION will have preferential scheduling at the Burns Park Soccer Complex of up to three (3) soccer fields per day for Recreational League practices, subject to field availability or tournament schedule. This preferential scheduling is limited to Recreational League teams that are included on the list identified in Section 5.03 above, and for which fees have been paid pursuant to Section 6.01 of this Agreement. This preferential scheduling will include up to two practices per week for each Recreational League team beginning four (4) weeks prior to the first scheduled game, based on field availability. After the first day of scheduled games for the season, each team will have preferential scheduling for up to one (1) practice per week, based on field availability, until the last game of the regular season.

Section 5.05 The ASSOCIATION may schedule practices and games for classic/competitive leagues pursuant to standard field reservation policies. Fees for practices and games for the Association's classic/competitive leagues are set out in Article VI, Section 6.04.

Section 5.06 The ASSOCIATION must reserve fields for games a minimum of two (2) business days in advance of the game and must reserve fields for practices a minimum of one (1) business day in advance of the practice. Game and practice cancellations must be made by noon on the day of the scheduled game or practice or the penalty fee in Article VI, Section 6.08 will be charged.

Section 5.07 The DEPARTMENT will be responsible for unlocking and locking the facility and turning on and off the field lights unless other prior arrangements have been made.



Section 5.08 The DEPARTMENT will supply key(s) to buildings on an as needed basis as determined by the DEPARTMENT, not to be duplicated, which must be returned at end of program agreement period.

**Article VI. Fees**

Section 6.01 The ASSOCIATION will pay to the DEPARTMENT an amount equal to \$15.00 per unique, youth participant in the Fall and Spring seasons (based on a July - June schedule) or a combined fee of \$5000.00, whichever is greater. Payment for the Fall Recreational Soccer League season is due no later than November 1, 2018. The Fall payment will be calculated at the rate of \$15.00 for each youth participant registered for the Fall Recreational Soccer League season. Payment for the Spring Recreational Soccer League season is due no later than May 1, 2018. The Spring payment will be in the amount of \$15.00 for each player that is registered for the Spring Recreational Soccer League season who was not registered for the Fall season, or an amount that brings the total of payments made for the Fall and Spring seasons to the sum of \$5,000.00, whichever amount is greater. A form listing the individual players on each registered team that is participating in the season will be provided to the Department with each payment.

Section 6.02 Recreational League Fall and Spring season practices beginning four (4) weeks prior to the first scheduled game of the season until the last regular game of the season will be provided at no cost to the ASSOCIATION when scheduled in accordance with Article V.

Section 6.03 The ASSOCIATION's Recreational League teams may schedule practices, if fields are available, prior to 4 weeks from the first game and after the last regular season game at the current rental rate of \$20 for one-half field for 1 1/2 hours without use of lights

Section 6.04 Games and practices for the ASSOCIATION's classic/competitive leagues will be charged as follows:

- (a) Practices - \$20.00 for one-half field for 1 1/2 hours without the use of lights.
- (b) Games - \$30.00 per field for two (2) hours without the use of lights and \$50.00 per field for two (2) hours with the use of lights.

Section 6.05 The ASSOCIATION will pay one-half (1/2) current published rates for non-league games. For purposes of this Agreement, a non-league game is regular season game scheduled between an Association's recreational soccer league team and a team in a different recreational soccer league. Non-league games will be charged \$15 per field for two (2) hours without use of lights and \$25.00 per field for two (2) hours with use of lights. Payment is due upon receipt of invoice from the DEPARTMENT. However, if the non-league game is scheduled through ASSA, no payment will be due to the DEPARTMENT and ASSA will invoice the ASSOCIATION.

Section 6.06 If the ASSOCIATION conducts a Summer Recreational League, the ASSOCIATION will pay current published rates for use of the fields for practices and games at the rate of \$30.00 per field for two (2) hours without the use of lights and \$40.00 per field for two (2) hours with use of lights.

Payment is due upon receipt of invoice from the DEPARTMENT. Reservation of the fields will be based on availability.

Section 6.07 Summer camps conducted by the ASSOCIATION will be charged at the rate of \$5.00 per participant, or \$150.00, whichever is greater.

Section 6.08 Cancellations:

(a) League Cancellation - If the ASSOCIATION cancels a Fall or Summer Recreational League season, the ASSOCIATION must notify the DEPARTMENT a minimum of five (5) business days prior to the first scheduled game of the season. If notice of cancellation is not received within five (5) business days prior to the first scheduled game, the ASSOCIATION will be charged a cancellation fee in the amount of \$2,500.00. In the event the ASSOCIATION cancels a Fall or Summer Recreational League season, the DEPARTMENT may terminate this Agreement pursuant to the provisions of Article XV, Section 15.03 of this Agreement.

(b) Game or Practice Cancellation - If a game or practice is cancelled after 12:00 p.m. on the day of the game and the field has been prepared, the ASSOCIATION will be charged a cancellation fee in the amount of \$30.00.

(c) Clinic/Camp Cancellation - Clinics and camps must be cancelled a minimum of four (4) business days prior to the first day of the clinic or camp and will be charged a cancellation fee in the amount of \$30.00. If the clinic or camp is cancelled less than four (4) business days prior to the first day of the clinic or camp, the ASSOCIATION will be charged a cancellation fee in the amount of \$150.00.

(d) All cancellation fees are due upon receipt of invoice from the DEPARTMENT.

(e) If a game, practice, clinic or camp is cancelled by the DEPARTMENT due to field conditions, any deposits made for the specific game, practice, clinic or camp will be refunded by the DEPARTMENT.

## **Article VII. Storage and Equipment**

Section 7.01 The ASSOCIATION agrees to notify the DEPARTMENT in writing, about all of the equipment (if any) it wishes to leave at the program site for their program. If storage is available the DEPARTMENT will specify the storage area and specifications. The ASSOCIATION agrees to store said equipment in the manner the DEPARTMENT requests. The DEPARTMENT is not responsible for any loss that may occur while on city property. The ASSOCIATION will remove any and all equipment stored at the facility within fifteen (15) days of the end of this agreement or within thirty (30) days of written notification by the DEPARTMENT.

## **Article VIII. Reporting and Documents**

Section 8.01 The ASSOCIATION will provide a written annual report to the DEPARTMENT by June 5, 2019 and June 5, 2020. The report will be presented at the Parks and Recreation Commission's

July regularly scheduled commission meeting. The report will include a year-end financial report, Association bank statements from June 2018 and May 2019 for the 2018-2019 contract year and June 2019 and May 2020 for the 2019-2020 contract year, copy of current business license, and a summary of activity and participation for the report year. ASSOCIATION representative will be present to answer any questions concerning the report.

Section 8.02 The ASSOCIATION will provide a current copy of the organization's Articles of Incorporation and Bylaws and will show documentation of continued incorporation. An annual tax status document from the Internal Revenue Service will be provided at the time of signing the contract.

Section 8.03 The ASSOCIATION will submit contact person(s) for after business hours emergencies. A current list of board members will be provided as a part of the contract, with addresses, day and evening telephone numbers.

#### **Article IX. Insurance and indemnification**

Section 9.01 It is understood that the DEPARTMENT will not be liable for any injuries incurred by participants who are participating in activities on or in the DEPARTMENT facility. The ASSOCIATION shall indemnify and hold the DEPARTMENT, the City of North Little Rock, commission members, and all of its employees harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by the ASSOCIATION, its agents, employees, or program participants.

Section 9.02 The ASSOCIATION will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement before regular season play. The ASSOCIATION understands that their program participants are in no way covered by insurance by the DEPARTMENT. The agreement will be void if insurance is cancelled. The ASSOCIATION shall notify the DEPARTMENT when a material change in coverage, carriers, or underwriters occurs.

#### **Article X. Field Preparation and Maintenance**

Section 10.01 The DEPARTMENT will prepare the sports fields for play, including painting field lines, and placement of goals and corner flags, before the first game each day in accordance with the DEPARTMENT's current Field Usage Fees and Policies (Exhibit 'A') (unless other arrangements are made).

#### **Article XI. General Maintenance, Repairs, Damage, Destruction**

Section 11.01 All maintenance and repairs will be done or overseen by the DEPARTMENT and will be completed in a timely manner, according to maintenance and repairs needed. If extensive damage is caused by weather or vandalism, the replacement and/or repair time may be longer than usual.

Section 11.02 The ASSOCIATION assumes full responsibility and liability for damage caused by participants and/or attendees (spectators, audience, etc.) of their programs. Any damage caused will be fixed by the DEPARTMENT and billed to the ASSOCIATION.

Section 11.03 The ASSOCIATION must inspect facilities before each use to determine if there are any safety or maintenance issue that need to be addressed. Soccer goals must be properly anchored (sand bags, etc.).

Section 11.04 If repairs or general maintenance are needed the ASSOCIATION will notify the DEPARTMENT in a timely manner.

Section 11.05 If damage is discovered to equipment or facilities that pose an immediate hazard or danger, the ASSOCIATION must immediately notify the DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with the DEPARTMENT. The ASSOCIATION must report any vandalism or theft to the DEPARTMENT within 24 (twenty-four) hours or next business day.

**Article XII. Utilities**

Section 12.01 The DEPARTMENT will pay for utilities used.

Section 12.02 The DEPARTMENT will work to control and conserve electrical energy consumption by turning and keeping lights on only when necessary. Lights will be turned off for each field as games are completed. Other utilities such as water and natural gas shall also be conserved.

**Article XIII. Improvements and Modifications**

Section 13.01 No alterations, changes, or modifications may be made to facilities or equipment by the ASSOCIATION, without first receiving written approval from the DEPARTMENT.

Section 13.02 Burns Park is a Land and Water Conservation Grant Park, and all Land and Water Conservation Grant guidelines must be followed for improvements, preparations, etc. for special events and must be approved by the Director of THE DEPARTMENT after approval from the Department of Parks and Tourism, prior to any alteration of the park.

Section 13.03 Permanent improvements to facilities and fields will become property of the DEPARTMENT. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, back stops, scoreboards, dugouts, drinking fountains and goals.

Section 13.04 Non-permanent improvements may be retained by the ASSOCIATION and include: Appliances, field marking equipment, and portable buildings, which were purchased by the ASSOCIATION. Equipment purchased by the DEPARTMENT will remain DEPARTMENT property.

**Article XIV. Advertising and Vendors**

Section 14.01 Any vendors solicited or arranged by the ASSOCIATION to participate in an event conducted or in any way sponsored by the ASSOCIATION are subject to vendor policies currently in force

by the DEPARTMENT. ASSOCIATION must make known to the DEPARTMENT any plans to include vendors or exhibitors in an event, regardless of the arrangements or considerations that are to be received by the ASSOCIATION from the vendor or exhibitor. ASSOCIATION agrees to enforce to the best of their ability the DEPARTMENT'S current vendor policies.

**Article XV. Termination**

Section 15.01 This Agreement may be terminated by the DEPARTMENT if:

- (a) Appropriation of funds is insufficient to allow the DEPARTMENT to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under Agreement; or
- (b) the DEPARTMENT no longer considers soccer the best use for said property; or
- (c) the DEPARTMENT'S authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or
- (d) the DEPARTMENT'S duties, programs or responsibilities are modified or materially altered; or
- (e) the ASSOCIATION cancels the Fall of Spring Recreational Soccer League season pursuant to the provisions of Article VI, Section 6.08(a); or
- (f) there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the DEPARTMENT'S ability to fulfill any of its obligations under this Agreement. The DEPARTMENT shall provide the ASSOCIATION thirty (30) days written notice of termination.

Section 15.02 This Agreement may be terminated by either party if the other party defaults in the performance of an obligation or materially breaches any of the terms or conditions of this Agreement and fails to cure such default or breach within thirty (30) calendar days after service of written notice upon the party of such default or breach.

Section 15.03 If this Agreement is terminated pursuant to the provisions of this Article, the ASSOCIATION is still responsible for any fees due at date of termination. Payment in full of any fees due will be paid within thirty (30) days of termination of the Agreement. The ASSOCIATION shall have thirty (30) days, in the event of termination to remove any stored equipment from the facility and return the facility to the DEPARTMENT in as good condition at the time of possession or better, less any ordinary wear and tear.

**Article XVI. Choice of Law and Venue**

Section 16.01 The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the Circuit Court of Pulaski County, Arkansas.

**Article XVII. Non-Waiver**

Section 17.01 No delay or failure to exercise any right under this Agreement 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 a waiver of such right on any other occasion.

**Article XVIII. Merger**

Section 18.01 This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and 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 Agreement.

**Article XIX Modification**

Section 19.01 The DEPARTMENT reserves the right to amend this agreement when it deems it necessary. If this agreement is amended, it will be written, signed by both parties stated, and attached to this original agreement.

**Article XX Authority**

Section 20.01 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.

**Article XXI Counterpart Execution**

Section 21.01 This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

**Article XXII Filing**

Section 22.01 This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf of the ASSOCIATION; and supersedes any and/or all previous agreements, contracts, or leases.

CITY OF NORTH LITTLE ROCK PARKS AND RECREATION DEPARTMENT

_____ Director of Parks and Recreation (Printed Name)	_____ Director of Parks and Recreation (Signed Name)	_____ Date
-------------------------------------------------------------	------------------------------------------------------------	---------------

_____ 2018-2020 Association President (Printed Name)	_____ 2018-2020 Association President (Signed Name)	_____ Date
------------------------------------------------------------	-----------------------------------------------------------	---------------

Reviewed and approved:

C. JASON CARTER, City Attorney  
City of North Little Rock, Arkansas

By: \_\_\_\_\_  
Amy Beckman Fields, Assistant City Attorney

2018-2020 Program Agreement (continued)

Any notice, requests, and other communication regarding this agreement will be sent to the ASSOCIATION using the following information:

Association Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Association Mailing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Association Phone Number (Primary): \_\_\_\_\_

Association Phone Number (Secondary): \_\_\_\_\_

Association Fax Number: \_\_\_\_\_

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

Association Web Site: \_\_\_\_\_

Any notice, requests, and other communication regarding this agreement will be sent to the DEPARTMENT using the following information:

General Agreement:

Jamie Pettit c/o North Little Rock Parks and Recreation 2700 Willow Street North Little Rock, AR 72114	Office - 501-791-8543 / Fax - 501-791-8528 jpettit@nlrpr.org
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Field Scheduling and Access:

Jamie Pettit / Taylor Wallace	Office - 501-791-8543 / Fax - 501-791-8528 fieldreservations@nlrpr.org
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Facility Prep/Maintenance:

Jason Rhodes	Office - 501-791-8591 / Fax - 501-791-8679 workorders@nlrpr.org
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Concessions:

Katie Buford	Office - 501-753-7307 / Fax - 501-758-8307 concessions@nlrpr.org
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Rainout Line / Weather Hotline / Field Conditions

501-798-0200 / rainoutline.com



**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 received after stated time for opening will not be considered.
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 \$20,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).
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 of bid forms may be obtained from:  
DEPARTMENT OF COMMERCE , 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501) 975-8881