

REQUEST FOR QUALIFICATIONS
CITY OF NORTH LITTLE ROCK, ARKANSAS

MARY BETH BOWMAN
DEPARTMENT OF COMMERCE
120 MAIN STREET - P.O. BOX 5757 (72119)
NORTH LITTLE ROCK, ARKANSAS 72114
501-975-8881

RFQ NO. 17-3496 DATE ISSUED: WEDNESDAY, OCTOBER 25, 2017

DATE & TIME OF RFQ OPENING: WEDNESDAY, NOVEMBER 8, 2017 @ 4:00 P.M.

RFQ NOTICE

The City of North Little Rock is requesting statements of qualifications from qualified individuals/firms for economic development services, including: planning, marketing, and strategic advice and counsel regarding job recruitment, job development, job retention and job expansion; supervision and operation of city property used for economic purposes; and negotiation of contracts for the sale or lease of city property for economic development purposes.

Any questions regarding this RFQ should be directed in writing to:

Mary Beth Bowman, Director
Department of Commerce
120 Main Street – North Little Rock, AR 72114

OR

Email Mary Beth Bowman at: mbowman@nlr.ar.gov

Upon signing this request, the organization certifies that they have read and agree to the requirements set forth in this Request for Qualifications, including conditions set forth, pertinent information requests, Scope of Work and Addendums.

NAME OF FIRM: _____ PHONE NO.: _____

BUSINESS ADDRESS: _____

SIGNATURE OF AUTHORIZED PERSON: _____

TITLE: _____ DATE: _____

UNSIGNED REQUEST FOR QUALIFICATIONS WILL BE REJECTED



The
City of North Little Rock

REQUEST FOR QUALIFICATIONS
Economic Development Services
City of North Little Rock, Arkansas

October 25, 2017

I. INTRODUCTION

The City of North Little Rock, Arkansas (the “City”) is soliciting Requests for Qualifications (RFQ) from interested, experienced and qualified professionals for Economic Development Services, including: (A) Planning, marketing, and strategic advice and counsel regarding job recruitment, job development, job retention, and job expansion; (B) Supervision and operation of City property used for economic development purposes; and (C) Negotiation of contracts for the sale or lease of City property for economic development purposes. Responses should narrate experience and ability to perform the following required tasks:

A. Assist City leaders in the creation of economic development goals that will increase employment opportunities for citizens and the city’s revenue base.

B. Develop and implement a strategic marketing and engagement plan to retain existing businesses, to foster expansion of existing businesses, and to achieve the City’s economic development goals. Engagement plans should include:

1. Workforce development
2. Training and education
3. Business recruitment
4. Representation and advocacy of the local business community

C. Submit quarterly reports to City Council available for public inspection that narrate the implementation of the plan and progress toward achieving economic development goals.

D. Supervise and administer City property used for economic development, including the industrial park.

E. Negotiate contracts for the sale or lease of City property used for economic development.

F. Seek out opportunities for economic development projects that are consistent with the City’s economic development goals and provide greater benefit to the City than cost.

G. Assist in the development, monitoring, and compliance reporting of economic development projects, consistent with the City’s economic development goals.

H. Assist in the procurement of financial analysis related to funding limitations, as needed.

I. Assist in the procurement of cost-benefit analysis related to major (>\$100k) economic development projects, as needed.

J. Assure compliance with economic development laws, including Act 685 of 2017.

II. BACKGROUND

The City of North Little Rock is located in the center of the State of Arkansas and on the north bank of the Arkansas River. North Little Rock is the 6th largest city in the state of Arkansas with a population of 62,304 according to the latest U.S. Census. North Little Rock is approximately 53½ square miles of total land use. The City is diverse, charming with affordable neighborhoods, beautiful lakes, outstanding parks and recreation facilities, and walking and bicycling trails along the Arkansas River.

III. EVALUATION CRITERIA

Responses should specifically discuss specialized experience, technical competence, capacity, and capability to perform the economic development services identified in the introduction, as well as the respondent's past record of performance with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines. The City will also consider each respondent's proximity to and familiarity with the City of North Little Rock, Arkansas when evaluating responses.

IV. CONTRACT REQUIREMENTS

The Local Job Creation, Job Expansion, and Economic Development Act of 2017 imposes specific requirements on all contracts for economic development services, as shown on Appendix A. Compliance is mandatory. Before responding to this RFQ, respondents should familiarize themselves with all legal requirements. Preferred terms for the Economic Development Services Contract are found in Appendix B.

V. SUBMISSION FORMAT AND REQUIREMENTS

Each respondent shall provide the following information:

A. *Cover Letter.* A cover letter transmitting the submittal expressing interest in providing the above-outlined and referenced services and requirements.

B. *Response.* The submittal should address all the issues outlined above and in the attached Appendixes.

C. *Submittals.* Mail or deliver three hard copies no later than 4:00 p.m. on Wednesday, November 8, 2017 to the address below. Late submissions will not be accepted.

Mary Beth Bowman
Director of Commerce
120 Main Street
North Little Rock, AR 72114

D. *Questions.* All questions regarding this RFQ shall be submitted in writing and directed to: Mary Beth Bowman, Director of Commerce at mbowman@nlr.ar.gov. Questions must be received by Friday, November 3, 2017 no later than 2:00 p.m. CST. Questions initiated after November 3, 2017 will not be considered.

E. *Additional Information.* Any additional information and/or clarification regarding this RFQ will be issued in the form of an addendum to this RFQ no later than November 6, 2017, and be posted at the following website: nlr.ar.gov [Click on Government, then click on Commerce under the Department List and go to Current Bids and Bid Summaries for addendums.] Respondents must keep abreast of the addenda as they are posted. All such addenda shall become a part of the RFQ and all Respondents shall be bound by such, whether or not received by the Respondent. In order that the selection process is as objective as possible, please **do not** contact North Little Rock staff or officials other than as noted above.

F. *Marking.* Proposals must be clearly marked: **Economic Development Services RFQ**

VI. ADDITIONAL INFORMATION

A. *Costs.* Any cost incurred by respondents in preparing or submitting a proposal, participating in onsite interview shall be the respondents' sole responsibility.

B. *Responses are property of City.* Unless withdrawn, all responses, inquiries or correspondence relating to this RFQ will become the property of the City.

C. *City's right to reject.* The City reserves the right to reject any or all proposals received or to request additional information as may be needed to determine qualifications. It is the intention of the City to negotiate a contract for services at fair and reasonable prices with what it determines to be the best qualified Individual or Firm.

D. *Interviews.* The City may or may not conduct interviews. Elaborate presentations and submittals during the interview process are not expected or requested. Each interview will last no more than two hours and will be conducted in North Little Rock City Hall located at 300 Main Street.

E. *Withdrawal.* Any request to withdraw a response must be made in writing prior to the deadline for submission and sent to the address in paragraph **V. C.** above.

APPENDIX A: Local Job Creation, Job Expansion, and Economic Development Act of 2017

§ 14-176-101. Title

This chapter shall be known and may be cited as the “Local Job Creation, Job Expansion, and Economic Development Act of 2017”.

§ 14-176-102. Definitions

As used in this chapter:

(1) “Chief executive” means the:

(A) Mayor, city administrator, or city manager of a municipality; or

(B) County judge of a county;

(2) (A) “County” means a county in the State of Arkansas.

(B) “County” does not mean a public corporation for economic development;

(3) “Economic development project” means the land, buildings, furnishings, equipment, facilities, infrastructure, and improvements that are required or suitable for the development, retention, or expansion of:

(A) Manufacturing, production, and industrial facilities;

(B) Research, technology, and development facilities;

(C) Recycling facilities;

(D) Distribution centers;

(E) Call centers;

(F) Warehouse facilities;

(G) Job training facilities; or

(H) Regional or national corporate headquarters facilities;

(4) “Economic development service” means:

(A) Planning, marketing, and strategic advice and counsel regarding job recruitment, job development, job retention, and job expansion;

(B) Supervision and operation of industrial parks or other such properties; and

(C) Negotiation of contracts for the sale or lease of industrial parks or other such properties;

(5) “Economic impact and cost-benefit analysis” means an economic analysis created with an economic modeling software program or industry-recognized software program that measures the anticipated local or regional economic benefits of an economic development project against the costs of the incentive proposal of the economic development project and prepared by a nationally or regionally recognized independent economic forecasting firm or an Arkansas-based four-year institution of higher education with an active economic research or analysis department;

(6) “Financial forecast” means a written report prepared by an independent certified public accountant of the general revenue and expenses and any other sources of funds to be appropriated by the governing body;

(7) “General revenue” means:

(A) Unobligated current-year budgeted moneys in the general fund of the municipality or county; and

(B) Other unobligated general tax moneys of the municipality or county;

(8) “Governing body” means the:

(A) Quorum court of a county; or

(B) City council or board of directors of a municipality;

(9) “Infrastructure” means:

(A) Land acquisition;

(B) Site preparation;

(C) Road and highway improvements;

(D) Rail spur, railroad, and railport construction;

(E) Water service;

(F) Wastewater treatment;

(G) Employee training, which may include equipment for employee training; and

(H) Environmental mitigation or reclamation;

(10) (A) "Municipality" means a city of the first class, a city of the second class, or an incorporated town.

(B) "Municipality" does not mean a public corporation for economic development;

(11) "Public corporation for economic development" means a corporation created and authorized under § 14-174-101 et seq. and the Public Corporations for Economic Development Act, § 14-175-101 et seq.; and

(12) "Reserves" means:

(A) The unassigned fund balance in the general fund of a municipality or a county at the beginning of the fiscal year; and

(B) The beginning fund balance in a capital improvement fund that is available for appropriation to capital improvement projects at the discretion of the governing body of the municipality or county by ordinance or resolution.

§ 14-176-103. Authorization for obtaining and appropriating money

(a) A municipality or county may obtain or appropriate money for a corporation, association, institution, political subdivision of the state, the federal government, or an individual to:

(1) Finance economic development projects; or

(2) Provide economic development services.

(b) Funds appropriated by a municipality or county under the authority of this section shall be deemed to further the public purpose of economic development.

§ 14-176-104. Economic development projects--Control, restrictions, prohibitions, and recapture

(a) (1) Before entering into a contract for an economic development project, the governing body shall review and approve an economic impact and cost-benefit analysis of the economic development project.

(2) The economic impact and cost-benefit analysis under subdivision (a)(1) of this section may be paid for by the governing body.

(3) The requirement for an economic impact and cost-benefit analysis under subdivision (a)(1) of this section does not apply to an economic development project in which the total appropriation does not exceed one hundred thousand dollars (\$100,000).

(b) Economic development project contracts shall:

(1) Be approved by the governing body in ordinance or resolution form after following applicable bidding, procurement, and professional services procedures in accordance with state law or local ordinance;

(2) Be memorialized in writing;

(3) Not exceed one (1) year in length unless there is a public finding by the governing body that multiple years are necessary for the success of the economic development project and that multiple years are both lawful and a matter of public benefit;

(4) Not be renewed automatically without a vote of the governing body;

(5) State a proper public purpose, such as the creation of new jobs, job retention, or the expansion of the tax base by construction or improvements to real property;

(6) Articulate specific criteria to measure the progress toward, or

achievement of, the proper public purpose; and

(7) Contain a recapture provision, including without limitation:

(A) A specific time frame in which the recipient of the funding shall provide a written financial accounting to the chief executive and governing body of the use of the moneys with documentation generally acceptable to Arkansas Legislative Audit's requirements and a report detailing the recipient's progress toward, or achievement of, the specific criteria in the economic development project contract;

(B) A specific time frame in which the governing body may formally demand by resolution the refunding of the moneys by the recipient upon the governing body's decision that the reporting in subdivision (b)(7)(A) of this section was insufficient and without merit or that the agreed-upon progress or criteria has not been made or achieved in a timely manner as provided for in the economic development project contract; and

(C) If the moneys are not returned when demand is made by the municipality or county, the governing body may authorize a cause of action to recapture the moneys in the circuit court of the county with proper jurisdiction and venue.

(c)(1) The following are exempt from the Freedom of Information Act of 1967, § 25-19-101 et seq., as related to economic development projects:

(A) Files and materials that if disclosed would give advantage to the competitors or bidders; and

(B) Records maintained by the municipality or county related to an economic development project's:

- (i) Planning;
- (ii) Site location;
- (iii) Expansion;
- (iv) Operations; or

(v) Product development and marketing.

(2)(A) However, quarterly reports shall be provided to the governing body by parties to the economic development project contract and shall be available to the public.

(B) The reports shall include a statement of the specific items contained in the economic development project contract and articulation of compliance as to each of those items.

§ 14-176-105. Economic development services--Control, restrictions, and prohibitions

(a) Economic development service contracts shall:

(1) Be approved by the governing body in ordinance or resolution form after following applicable bidding, procurement, and professional services procedures in accordance with state law or local ordinance;

(2) Be recorded in writing;

(3) Not exceed one (1) year in length unless there is a public finding by the governing body that multiple years are necessary for the success of the economic development service and that multiple years are both lawful and a matter of public benefit;

(4) Not be renewed automatically without a vote of the governing body;

(5) State a proper public purpose, such as the creation of new jobs, job retention, or the expansion of the tax base by construction or improvements to real property; and

(6) Articulate specific criteria to measure the progress toward, or achievement of, the proper public purpose.

(b) (1) The following are exempt from the Freedom of Information Act of 1967, § 25-19-101 et seq., as related to economic development services:

(A) Files and materials that if disclosed would give advantage to the competitors or bidders; and

(B) Records maintained by an economic development service provider for a municipality or county related to any economic development project.

(2) (A) However, quarterly reports shall be provided to the governing body by parties to the economic development service contract and shall be available to the public.

(B) The reports shall include a statement of the specific items contained in the economic development service contract and articulation of compliance as to each of those items.

§ 14-176-106. Tax exemption

Contracts, agreements, and actions taken under this chapter do not affect the tax-exempt status of the state or any municipality or county engaged in work under this chapter.

§ 14-176-107. Immunity and liability

(a) Section 21-9-301 et seq. applies to this chapter.

(b) A municipality or county is not liable for any action related to the providing of, or contractual agreement to enter into, an economic development project or economic development service, except as provided by law.

§ 14-176-108. Limitation on budget--Due diligence

(a) Except as provided in this section, appropriations for economic development projects by a governing body under this chapter shall not exceed in a fiscal year five percent (5%) of the total of the municipality's or county's unobligated general revenue and reserves of the previous fiscal year, without regard to the number of economic development projects.

(b) (1) If a governing body chooses to participate in an economic development project that exceeds the five percent (5%) level under subsection (a) of this section in a fiscal year, the governing body shall secure a financial forecast and then determine whether the municipality or county will participate in the economic development project or projects.

(2) A financial forecast under subdivision (b)(1) of this section shall be undertaken each time the five percent (5%) level under subsection (a) of this section is exceeded.

(c) The use of the whole or partial amount of revenue specifically dedicated by law, ordinance, or resolution and public vote for economic development for the purposes in this chapter are excluded from the restrictions and limitations of this section.

§ 14-176-109. Singular contract methodology

A municipality or county may engage the services of a singular entity to administer economic development projects and economic development services under this chapter.

§ 14-176-110. Bonds

This chapter does not prohibit or restrict the use of funding economic development projects through the proceeds of:

(1) Revenue bonds issued in accordance with Arkansas Constitution, Amendment 65; or

(2) Capital improvement or economic development bonds issued in accordance with Arkansas Constitution, Amendment 62.

§ 14-176-111. Federal and state grants

The use of federal and state grants are excluded from the restrictions and limitations of this chapter.

§ 14-176-112. Interlocal agreements

The use of interlocal agreements under the Interlocal Cooperation Act, § 25-20-101 et seq., is excluded from the restrictions and limitations of this chapter.

§ 14-176-113. Current economic development projects

Economic development projects that are under way on January 1, 2017, are exempt from the restrictions and limitations of this chapter.

APPENDIX B: Recommended Terms of Economic Development Services Contract

A. Purpose. The purposes of this Agreement are: (1) to create and/or retain quality employment opportunities for citizens of North Little Rock; and (2) to expand the City's base of revenues for public services and utilities.

B. Services. In exchange for the consideration provided herein, the Consultant will perform the following tasks:

(1) Assist City leaders in the creation of economic development goals that will increase employment opportunities for citizens and the city's revenue base.

(2) Develop and implement a strategic marketing and engagement plan to retain existing businesses, to foster expansion of existing businesses, and to achieve the City's economic development goals. Engagement plans should include:

- i. Workforce development
- ii. Training and education
- iii. Business recruitment
- iv. Representation and advocacy of the local business community

(3) Submit quarterly reports to City Council available for public inspection that narrate the implementation of the plan and progress toward achieving economic development goals.

(4) Supervise and administer City property used for economic development, including the industrial park.

(5) Negotiate contracts for the sale or lease of City property used for economic development.

(6) Seek out opportunities for economic development projects that are consistent with the City's economic development goals and provide greater benefit to the City than cost.

(7) Assist in the development, monitoring, and compliance reporting of economic development projects, consistent with the City's economic development goals.

(8) Assist in the procurement of financial analysis related to funding limitations, as needed.

(9) Assist in the procurement of cost-benefit analysis related to major (>\$100k) economic development projects, as needed.

(10) Assure compliance with economic development laws, including Act 685 of 2017.

B. Term. This Agreement will commence upon approval by the North Little Rock City Council and execution by the parties [Alternate #1: This Agreement will expire one year after execution.] [Alternate #2: This Agreement will expire three (3) years after execution, provided that, if after the first year of performance, the North Little Rock City Council shall choose or for any reason fail to appropriate funds for this Agreement, or the North Little Rock City Council shall determine by resolution or ordinance that this contract lacks benefit for the public, then the

term of this Agreement shall expire immediately.] The term of this Agreement shall not be extended except by vote of the North Little Rock City Council.

C. Economic Development Plan. Consultant will develop, execute, and report the effectiveness of an economic development plan that is consistent with the economic development goals of the City, as follows:

(1) *Develop*. Consultant will conduct stakeholder meetings with public and private participants to determine City's economic goals and measurements of success. Consultant will use stakeholder feedback to create a plan to achieve City's economic development goals, including measurements that will be evaluated at quarterly intervals to determine the success of the plan. The plan will be submitted to City Council for approval no later than March 31, 2018.

(2) *Execute*. Consultant will execute the approved economic development plan throughout the term of the Agreement.

(3) *Report*. Consultant will submit economic development activity reports to City Council that include an accurate assessment of compliance and effectiveness of the plan. These reports will be submitted at the second regularly meeting of June, September, and December. Consultant will not include information in a report that is excluded from disclosure under the Freedom of Information Act.

D. Property Management Plan. City will provide Consultant a list of property that is owned or controlled by City and available for economic development purposes no later than January 31, 2018. Consultant will develop, execute, and report the effectiveness of a property management plan as follows:

(1) *Develop*. Consultant will develop a marketing plan to lease or sell City properties that is consistent with the City's economic development goals. The plan will be submitted to City Council for approval no later than March 31, 2018. The plan will include the requirement that the Consultant will:

(a) Obtain preapproval from City Council of all lease and/or sale Agreements; and

(b) Coordinate maintenance of vacant properties to prevent nuisance and waste, with all maintenance being performed at City expense.

(2) *Execute*. Consultant will execute the approved property marketing plan throughout the term of the Agreement.

(3) *Report*. Consultant will submit property management activity reports to City Council that include an accurate assessment of compliance and effectiveness of the plan. These reports will be submitted at the second regularly meeting of June, September, and December. Consultant will not include information in a report that is excluded from disclosure under the Freedom of Information Act.

E. Fee. Throughout the term of this Agreement, City will pay Consultant a flat monthly fee of \$_____, payable by the tenth day of each month in which services are to be provided. The fee shall represent full compensation to Consultant of all labor and costs of performance.

F. Early termination. Either party may terminate this Agreement without cause upon 60 days' written notice.

G. Record-keeping. Consultant shall maintain records that reflect the economic development and property management work performed for City which, upon termination of this Agreement for any reason, shall be promptly delivered to the City's Commerce Department.

H. Intermingling of Funds. Consultant shall not intermingle fees paid as compensation for services under this Agreement with any funds provided by the City for an economic development project.

I. Choice of Law and Venue. 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.

J. Non-waiver. 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 waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

K. Merger. This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Agreement.

L. Modification. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Agreement.

M. Authority. The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein, provided that, this Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

N. Counterpart Execution. 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.

O. Filing. This Agreement shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

**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