

**REQUEST FOR PROPOSAL
OUTDOOR WARNING SIREN SYSTEM
RFP NO. 15-3375**



City of North Little Rock, Arkansas

**Date Issued December 17, 2015
Closing Date: January 7, 2016**

CITY OF NORTH LITTLE ROCK, ARKANSAS
Commerce Department
Mary Beth Bowman, Director
Amy Smith, Assistant Director for Procurement
Crystal Willis, Administrative Secretary/Purchasing Assistant



120 MAIN STREET
P.O. BOX 5757
NORTH LITTLE ROCK, AR 72119
501-975-8881 Phone
501-975-8885 Fax

INVITATION TO BID

RFP Number: 15-3375 Date Issued: December 17, 2015

Date & Time of RFP Opening: Thursday, January 7, 2016 at 10:00 a.m.

REQUEST FOR PROPOSAL OUTDOOR WARNING SIREN SYSTEM

Plans and specifications may be examined at:

- Commerce Department, 120 Main, North Little Rock, Arkansas
- www.northlittlerock.ar.gov

Please direct questions and/or comments, in writing to Rick Ezell at resell@nlr.ar.gov.

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

EXECUTION OF BID

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

Name of Firm: _____ Phone No.: _____

Arkansas Tax Permit No.: _____

Business Address: _____

Signature of Authorized Person: _____

Title: _____ Date: _____, 2016

UNSIGNED PROPOSALS WILL BE REJECTED.

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OUTDOOR WARNING SIREN SYSTEM

RFP NO. 15-3375

City of North Little Rock, Arkansas

December 17, 2015

SECTION 1 – PURPOSE

The City of North Little Rock, AR is a Municipal Corporation (the City). The City desires sealed proposals to replace their electronic, radio controlled, Outdoor Siren Warning System. This Request for Proposal (“RFP”) is to solicit proposals from qualified contractors/suppliers/manufacturers to furnish new equipment, install new equipment and provide for maintenance and technical support in order to replace and enhance the existing outdoor siren warning system.

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

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

SECTION 2 – SCOPE OF WORK

- A. The City intends to replace sixteen current mechanical directional warning sirens with omnidirectional electronic warning sirens.
 - a. The city intends to purchase four sirens initially with future purchases as the city budget allows, until all sixteen sirens are replaced. The first four locations for the new sirens are listed below in Section E (a)(b)(c)(d).
 - b. The City plans to use existing poles, if possible. If not possible, or not recommended, the City will furnish and install new poles.
 - c. The City will provide 120 volts AC electrical power to the pole.
- B. Current environment
 - a. The City currently operates sixteen mechanical warning sirens at various locations throughout the city. See Section E for current siren locations.
 - b. Current sirens are mounted to poles and are provided with 120 volt AC electrical power.

- c. Current sirens are activated via an 800 MHz conventional analog radio system. Vendors proposing to use the city's current 800 MHz frequency will be given preference.

C. Minimum requirements

Provide a response to each line item where required. Provide discussion of line items where discussion or clarification is needed or may be helpful for evaluation of your response and for any line marked do not comply. If your equipment exceeds our requirements, clarify why it exceeds. Failure to respond to required lines and provide a copy with the response may eliminate your response from further consideration.

- a. Propose an upgrade solution for the current mechanical sirens to 360 degree omnidirectional electronic siren systems. Systems achieving omnidirectional capability by means of rotating horns or speakers are not acceptable. Mechanical sirens are not acceptable. ___ Comply ___ Do not comply ___ Exceeds

- i. Provide pricing options for the following. (Pricing Sheet – Attachment A)

- 1. Initial purchase of four sirens with purchase of an additional four annually for the following three years. ___ Comply ___ Do not comply ___ Exceeds
 - 2. Initial purchase of four sirens with purchase of an additional six sirens annually for the following two years. ___ Comply ___ Do not comply ___ Exceeds
 - 3. Initial purchase of four sirens with an additional purchase of twelve sirens the following year. ___ Comply ___ Do not comply ___ Exceeds
 - 4. Initial purchase of sixteen sirens. ___ Comply ___ Do not comply ___ Exceeds
 - 5. Pricing is to include freight delivered to 1206 Sycamore, North Little Rock, Arkansas. ___ Comply ___ Do not comply ___ Exceeds

- b. Solution proposed must meet or exceed the following specifications:

- i. Be suitable for outdoor warning. ___ Comply ___ Do not comply ___ Exceeds
 - ii. Rated to operate in winds up to 100 mph. ___ Comply ___ Do not comply ___ Exceeds
 - iii. Siren case assembly and electronics cabinets shall be natural finish aluminum housings and shall not require maintenance or painting. ___ Comply ___ Do not comply ___ Exceeds
 - iv. Batteries will be housed in a cabinet or cabinet compartment separated from the siren electronics. ___ Comply ___ Do not comply ___ Exceeds

- v. All sirens shall be controlled and activated by radio, utilizing DTMF encoding controls. ___ Comply ___ Do not comply ___ Exceeds
 - vi. Two-way radio communication between each siren and base station shall include remote status reporting and operational verification from each siren unit. ___ Comply ___ Do not comply ___ Exceeds
 - vii. At the base station a device will be required to receive and interpret status reporting information. ___ Comply ___ Do not comply ___ Exceeds
 - viii. The radio receiver encoder/decoder unit in the siren enclosure should be compatible with and interface to the city's existing activation system.
___ Comply ___ Do not comply ___ Exceeds
 - ix. The city plans to supply a Motorola XTS5000 portable radio for each siren installed, vendor will supply the encoder as part of the siren system.
___ Comply ___ Do not comply ___ Exceeds
 - 1. If unable to comply with the city's desire to use existing city radios, vendor must furnish radios as part of the proposal. ___ Comply ___ Do not comply ___ Exceeds
 - 2. The city has a license for an analog 800 MHz repeater. If the vendor is supplying radios on another band, vendor will be required to apply for any FCC licenses required. ___ Comply ___ Do not comply ___ Exceeds
 - x. Rated sound pressure level of 129 db(C) at 100 feet, with an effective range at 70 db(C) of 5200 feet at -10db(C) per distance doubled.
___ Comply ___ Do not comply ___ Exceeds
 - xi. Provide each siren with a battery backup system adequate to provide 15 minutes of continuous siren operation after 24 hours of standby operation without AC power. ___ Comply ___ Do not comply ___ Exceeds
 - xii. Be provided with at least two distinct warning tones. ___ Comply ___ Do not comply ___ Exceeds
 - xiii. Be capable of live or prerecorded public address as delivered and installed. Minimum of one customizable and four library digital messages to be provided. ___ Comply ___ Do not comply ___ Exceeds
- c. The bid/project must be completely a turn-key bid. Successful vendor will be required to install, configure, and test siren systems proposed, including providing necessary breakers, outdoor suitable electrical boxes, weather head, etc. The City electrical department will provide power to the pole. ___ Comply ___ Do not comply ___ Exceeds
- d. Successful vendor will be required to uninstall current mechanical sirens from existing poles if existing poles are reused. The City will remove uninstalled sirens from the worksite. The city will remove poles and sirens from sites where poles will not be reused. ___ Comply ___ Do not comply ___ Exceeds

- e. Bid must include a minimum two year warranty, including parts and labor, from the date of installation. Specify terms and coverage of warranty including response time for failures. ___ Comply ___ Do not comply ___ Exceeds
- f. Vendor must propose a maintenance/service contract including costs, service response time, etc. Contract must include response within 24 hours of notification. ___ Comply ___ Do not comply
- g. Vendor must provide necessary training in use of the system. ___ Comply ___ Do not comply

D. Documentation:

- a. Include documentation regarding warranties for workmanship, software or hardware proposed. ___ Comply ___ Do not comply
- b. Include operation manuals for system proposed. Electronic copy is acceptable. ___ Comply ___ Do not comply
- c. Include detailed installation requirements, including mounting options and power requirements. ___ Comply ___ Do not comply
- d. Include complete specifications for system proposed including brand and model numbers. ___ Comply ___ Do not comply

E. Current siren locations:

- a. Central fire station, 700 Maple
- b. Fire station 2, 3700 E Broadway
- c. Fire station 4, 8723 Maumelle Blvd
- d. Fire station 9, 2309 Osage
- e. Fire station 3, 1500 Schaer
- f. Fire station 5, 3417 Magnolia
- g. Fire station 7, 2401 McCain Blvd
- h. Fire station 8, 6550 McArthur
- i. 100 Auburn
- j. 4700 McCain Blvd
- k. Kinard Rd and Hwy 391
- l. VA Hospital grounds, North Little Rock
- m. 4609 E Broadway
- n. 5100 Arlene Laman Dr
- o. 200 W Military
- p. 11200 Hwy 165

- F. For any questions or clarification contact Rick Ezell, rezell@nlr.ar.gov . All questions or requests for clarification must be submitted in writing.

SECTION 3 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. General Instructions

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

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

Hours of operation 8:00 AM to 4:30 PM Monday – Friday.

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

Questions or clarifications related to the Outdoor Warning Siren System should be directed to:

Rick Ezell
Emergency Management Coordinator
City of North Little Rock
Email: rezell@nlr.ar.gov

Questions related to this RFP and the Contractor selection process should be directed to:

Mary Beth Bowman
Director of Commerce
Telephone: (501) 975-8881
Email: mbowman@nlr.ar.gov

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

2. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information

requested may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. All Proposals must be in a sealed envelope or box and clearly marked on the outside: **“Sealed Proposal RFP 15-3375 - Outdoor Warning Siren System”**. Proposals shall clearly indicate the name and address of the offeror (company, firm, partnership, individual). All expenses for making Proposals to the City shall be borne by the offeror. **All Proposals shall be received by January 7, 2016 10:00 A.M.** Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. Any Proposer’s failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

c. Definitions

Contractor – The successful offeror who enters into a contract with the City to provide the new equipment, install new equipment and provide for maintenance and technical support as specified in this RFP.

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

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

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

- d. Offerors are responsible for familiarizing themselves with the requirements for this RFP, and terms and conditions of this procurement.
- e. Proposals should be prepared simply and economically, providing a straightforward, concise description of new equipment, installation of equipment, maintenance of equipment and technical support to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- f. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each

paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- g. Each copy of the proposal should be contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- h. Ownership of all data, materials, and documentation originated and prepared for the City of North Little Rock pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with Arkansas's Freedom of Information Act.

B. Specific Proposal Instructions

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

1. Return the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Offeror's Price Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. Experience and References
 - a. Describe your company's experience in manufacturing/providing the equipment, installation of equipment and technical support described herein.
 - b. Provide at least three references Municipal, Industrial and/or Military customers. If the Offeror has installed similar systems for other government entities within the state of Arkansas, Offeror shall provide points of contact for those entities: (Reference Form – Attachment B)

SECTION 4 – COMPLIANCE WITH LAWS, STANDARDS AND PRACTICES

Proposals must comply with all federal, state, and municipal and local laws, and regulations. The design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. All items purchased under this contract must be new and unused in first class condition, of current manufacturer and be of the type generally accepted for the proposed use.

Where the Proposer does not agree with the City's standard terms & conditions, we require the proposal to identify the specific clause(s) the Proposer wishes to amend or delete and suggest alternative wording. We discourage proposals which simply state that the Offeror's proposal is subject to the Offeror's standard terms & conditions, or that the terms & conditions are subject to negotiation after award.

Provide a copy of the State of Arkansas Contractor's License Certificate.

SECTION 5 – TERMINATION OF CONTRACT

1. The City may, by written notice to the Contractor, terminate this agreement in whole or in part at any time, either for the City's convenience or for cause. Upon receipt of notice, the Contractor shall immediately discontinue all work, unless the notice directs otherwise. In the event of such termination, the Contractor shall be compensated for equipment and work performed prior to termination.
2. This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

SECTION 6 – EVALUATION AND SELECTION CRITERIA

Evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications. The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP received by the proposal due date and time specified in this request.

The successful Proposer will be selected based on criteria provided herein.

A. Evaluation Process

Each proposal received will be reviewed to determine that the Offeror meets the minimum requirements of the RFP.

B. Evaluation and Selection Committee

The Evaluation and Selection Committee will determine the acceptability of each proposal by evaluating each proposal according to the pre-established criteria described below and develop an overall ranking.

C. Evaluation Criteria

The criteria upon which evaluation of the proposals will be based include, but not limited to the following:

1. The ability of the Offeror to satisfy the detailed functional and non-functional requirements specified in this RFP.
2. The evaluation committee reserves the right to reject any and all proposals they be deemed unsatisfactory or to conclude that there are no satisfactory proposals and discontinue evaluation. The City reserves the right to determine the best proposal submitted in the interest of the City.

D. Award

The Evaluation and Selection Committee will recommend that award be made to the responsible Proposer whose best and final offer is determined by the City to be the most advantageous to the City taking into consideration the relative importance of price and other evaluation factors.

SECTION 7 – SPECIAL TERMS AND CONDITIONS

A. RFP Proposal and Clarification

The City reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to the Director of Commerce at least 7 working days before the due date. The City shall not be responsible for oral interpretations given by any employee, representative, or others. The interpretation, clarification, or additional information can be given by the City's Commerce Director or designated official.

B. Contract Forms and Term of Contract

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

The contract resulting from this RFP shall be for a two (2) year term with the option to renew for up to two (2) additional one (1) year terms.

Renewal of Contract: This Contract may be renewed by the City for under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Any price increase requests must provide written justification of increase. Written notice of the City's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

C. Contract Changes

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

D. Assignment of Interest

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

E. Subcontractors and Assignments

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

F. Liability & Property Damage Insurance

The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of the Proposer under this agreement.

Contractor shall obtain and maintain insurance written with an insurance company acceptable to the City for the coverages and amounts of coverages not less than those set forth below, and shall provide certificates to evidence such coverage to the City before any contract may become effective. Such certificates shall provide that there may be no termination, non-renewal, or modification of such coverage without thirty (30) calendar days prior written notice to the City. All insurance shall be maintained for the duration of the contract and any renewal periods. The amounts of such coverage shall be:

- The Contractor shall furnish the City with a certificate of insurance naming the City as an insured on a policy of insurance indemnifying and insuring the City in amounts not less than five hundred thousand dollars (\$500,000.00) for personal injury and two (2) million dollars for property damage and other liabilities. Such insurance shall be acquired and the certificate delivered to the City prior to the signing of the Contract or issuance of the Notice to Proceed.

A company approved to do business in the state of Arkansas shall issue the insurance policies. The City shall be furnished with Certificates of Insurance, which shall provide that such insurance shall not be changed or cancelled without thirty (30) calendar days of written notice to the City. Certificate of Insurance shall be delivered to the City prior to the execution of the Agreement. The policy shall list the City of North Little Rock as an additional insured. Any lapse of insurance coverage shall be a breach of contract, and the City may, at its option, suspend the Contract until there is full compliance, or terminate the contract for non-compliance.

The City reserves the right to award the contract to the next most qualified respondent if the successful respondent does not execute the insurance requirements within thirty (30) days after contract has been approved by the City.

SECTION 8 – STANDARD PROPOSAL INFORMATION

Authorized Signature

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

Conflict of Interest

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the services specified in this RFP.

The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

Collusion

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

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

Public Records

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

Nondiscrimination

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

Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

- The laws of the state of Arkansas.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.

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

No Contact Policy

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

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

Business Name: _____ FEIN: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Email Address of Contact: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

BE IT REMEMBERED, that on this day before the undersigned, a Notary Public, personally appeared _____, who acknowledged him/herself to be the _____ of _____, and that he/she is authorized to execute the foregoing instrument for the consideration and purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

Notary Public

My Commission Expires:

(SEAL)

PRICING SHEET

Attachment A

Option	Description	Cost
1	Initial purchase of four sirens with purchase of an additional four annually for the following three years including freight charges to 1206 Sycamore, North Little Rock, AR	_____
2	Initial purchase of four sirens with purchase of an additional six sirens annually for the following two years including freight charges to 1206 Sycamore, North Little Rock, AR	_____
3	Initial purchase of four sirens with an additional purchase of twelve sirens the following year including freight charges to 1208 Sycamore, North Little Rock, AR	_____
4	Initial purchase of sixteen sirens including freight charges to 1208 Sycamore, North Little Rock, AR	_____

REFERENCES

Attachment B

This solicitation requires references. Please provide a list of three references either currently doing business with you or having purchased goods with the past 24 months. At least one of the references must be a municipality. For each reference, list name of company/city, contact person, address, telephone number and email address of the contact person. Additionally, provide any other pertinent information to help the City of North Little Rock verify the quality of goods or services your firm provides.

1. Company/City Name: _____

Contact Person: _____ Title: _____

Email of Contact Person: _____

Address: _____

_____ Phone: _____

2. Company/City Name: _____

Contact Person: _____ Title: _____

Email of Contact Person: _____

Address: _____

_____ Phone: _____

3. Company/City Name: _____

Contact Person: _____ Title: _____

Email of Contact Person: _____

Address: _____

_____ Phone: _____

DRUG-FREE WORKPLACE FORM

Attachment C

The undersigned vendor in accordance with the requirements set forth within the City of North Little Rock's Request for Proposal Number 15-3375 dated _____, 2015 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Print Name of Authorized Person

Signature

Date

ANTI-COLLUSION AFFIDAVIT

Attachment D

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He/She is the _____ of _____, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not collusive or sham proposal;
4. Neither the said proposer, nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm or person to submit collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any proposer or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of North Little Rock or any person interested in the proposed contract; and,
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including this affidavit.

Signature (SEAL)

Title

Subscribed and sworn to before me, this the _____ day of _____, 2016.
Notary Public _____
County of _____
My Commission Expires _____

Attachment E

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



This contract entered into this ____ day of _____ 2016, 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.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

1. This signed form;
2. The entire Request for Proposal dated: _____

Addenda #1, Dated: _____

3. The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.
4. Liability & Property Damage Insurance Certificates

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

Signatures on next page

City of North Little Rock

Contractor

By: _____
Joe A. Smith, Mayor

By: _____

Name/ Title

ATTEST:

Diane Whitbey, City Clerk

Attachment F GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

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.
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..
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.

16. Bids will not be considered if they are:
1. Submitted after the bid's opening time.
 2. Submitted electronically or faxed (unless authorized by Purchasing Agent).
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
18. **CONSTRUCTION**
- A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
 - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A Performance Bond equaling the total amount of any bid exceeding \$10,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Act 351 or 1953 as amended by Act 539 of 1979).
19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
24. Additional information or bid forms may be obtained from:
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881
www.nlr.ar.gov

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:

**Mary Beth Bowman
Director of Commerce
120 Main Street (P.O. Box 5757)
North Little Rock, AR 72119**