



CITY OF LITTLE ROCK, ARKANSAS

REQUEST FOR PROPOSALS

Bid Number	934
Product or Service	Lease for Portion of War Memorial Park
Department	Parks and Recreation

IMPORTANT DATES

Solicitation Issue Date	Wednesday, July 1, 2020		
Response Due Date	Wednesday, July 22, 2020	Time	3:30 PM

Virtual Bid-Opening	<p>Meeting Link: https://littlerockgov.webex.com/littlerockgov/j.php?MTID=m68c1b4adecbf967772ead276ee08066 Meeting Number: 133 285 8437 Password: BID934</p>
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Proposals shall not be accepted after the designated response due date and time. It is the responsibility of vendors to submit proposals at the designated location on or before the response due date and time. Proposals received after the designated response due date and time shall be considered late and shall be returned to the vendor without further review.

Vendor agrees that any additional terms or conditions submitted by vendor that conflict with requirements in this bid solicitation, whether submitted intentionally or inadvertently, may cause the vendor's proposal to be rejected. If the City, in the City's sole discretion, determines that such a conflict applies to a material term of this solicitation, then the vendor's proposal shall be disqualified.

ATTENTION: All Little Rock buildings have been closed to public access in response to the COVID-19 emergency. All vendors are therefore strongly encouraged to submit bids online (www.littlerock.gov/LRProcure). Vendors can simply attach the electronic version of the bid documents online. Vendors may also mail bids to City Hall 500 West Markham Street, Suite 300, Little Rock, Arkansas 72201 or vendors may leave bids at the security desk for pick up and Purchasing will collect bids prior to the bid opening. Please call at 501-371-4560 or email LRPurchasing@littlerock.gov for assistance.

1. Brief Description

- 1.1 Little Rock is the State Capital as well as the largest city in Arkansas. It was chartered in 1835, and is located in the central part of the state, approximately 135 miles west of Memphis, Tennessee. The city has a population of 193,524 with a total operating budget of approximately \$276,766,000.
- 1.2 This document is a Request for Proposal (RFP) issued by the City of Little Rock to vendors who are authorized to do business in the State of Arkansas and who are qualified to delivery golf entertainment for people of all skill and ability levels and ages.
- 1.3 The City of Little Rock, Arkansas, through the Little Rock Parks and Recreation Department, seeks qualified responses to this Request for Proposals (RFP) for the lease of an 18-acre portion of property known as War Memorial Park, hereafter known as “the Park.” The area of the Park to be leased consists of approximately 18 acres of property in the area of midtown Little Rock near the intersection of South University Avenue and West 6th Street.
- 1.4 A map of the approximate proposed boundaries of the property is attached as part of this RFP. The legal property description is as follows: City of Little Rock, Arkansas - beginning from the center of the east side of the intersection of South University Avenue and West 6th Street 80 feet north locates the northwest corner of tract 1283 feet southeast direction to the northeast corner in south direction of 616 feet to the southeast corner turning back west 1317 feet then to align with South University Avenue north 496 feet to northwest corner. Tract measures 18.0 acres total of 3712 perimeter feet.

2. Definitions

- 2.1 The City has made every effort to use industry-accepted terminology in this solicitation and will further clarify any point or item in question as indicated in the Questions and Clarifications section.

3. Scope of Services

- 3.1 Goal
 - A. For qualified applicant to provide golf entertainment on a portion of War Memorial Park.
- 3.2 Terms of Award
 - A. The City intends to lease the property described in this RFP. The City has statutory authority to lease for a term not to exceed ninety-nine (99) years.
 1. PLEASE NOTE THAT STATE STATUTE DOES NOT AUTHORIZE AN AUTOMATIC EXTENSION OF THIS TERM.
 - B. The City has express statutory authority to lease park property. Ark. Code Ann. §§ 14-269-103 (a) (West 2004); §§ 22-4-501 (a)(1) (West Supp. 2006).
 1. This authority includes the ability to lease property upon such terms and conditions as the City may deem desirable or necessary. §§ 14-269-103 (b)(1); §§ 22-4-501

(a)(2).

2. The lease must be awarded to the highest responsible bidder. Ark. Code Ann. §§ 22-4-503 (d)

C. Title to the property shall remain in the City of Little Rock, Arkansas. ANY PROPOSAL THAT DEMANDS THAT TITLE PASS TO THE RESPONDENT SHALL BE DEEMED DISQUALIFIED.

3.3 Use of the Property/ Outcome

- A. The subject property is to be used for delivery of golf entertainment for people of all skill and ability levels and ages.
 1. According to the National Golf Foundation, off-course participation of golf in the United States increased by almost 10% in 2018; an increased popularity in golf entertainment facilities has contributed to that increase in off-course participation.
 2. A golf entertainment facility located at War Memorial Park near the intersection of I-630 and University Avenue would allow new golfers and those already skilled at the sport to continue enjoying the sport in Midtown Little Rock.
- B. The selected respondent will contribute to Little Rock's diversity of recreational leisure and living experiences.
- C. The successful respondent will provide year-round golf entertainment that integrates sports technology and also provides climate-controlled areas for play.
- D. Additionally, food and beverage will be served at the facility.
- E. These services and programs should be available to all persons within the community.
- F. The provider who is chosen to lease this property will be expected to maintain the premise as a public park, and the RFP response should address this issue.

3.4 Minimum Qualifications

- A. The vendor **shall** be legally capable of entering into a lease agreement with the City of Little Rock.
- B. The vendor **shall** have a minimum of 2 years of experience in the golf and/or leisure entertainment industry.

3.5 Minimum Requirements

- A. The subject property **shall** be used for year-round golf entertainment; food and beverage will be served at the facility.
- B. The vendor selected to lease the property **shall** be required to build, at the vendor's expense, a facility for golf entertainment that has climate-controlled areas to play the

sport and offers food and beverage service.

- C. The vendor **shall** provide adequate parking.
- D. The vendor **shall** comply with all applicable statutes, rules, regulations, orders, ordinances and permits regarding the leasing of the property.
- E. The vendor **shall** specifically comply with the Americans with Disabilities Act, and regulations promulgated thereto, relative to the leasing of the subject property.
- F. The vendor **shall** maintain the premise as a public park, and the RFP response should address this issue.
- G. The vendor **shall** be responsible for all landscaping and grounds maintenance, snow removal, and ice removal within the identified area.
- H. The vendor **shall** hire or identify, if necessary, a qualified and experienced Class A Golf Course Superintendent, maintenance staff, and/or vendor/contractors with a minimum of five (5) years commercial property management experience.
- I. The vendor **shall** hire, if necessary, a project manager to oversee any renovation or restoration projects.

3.6 Contract Management

- A. Communication Plan
 - 1. The vendor shall notify the City of any changes/issues encountered with maintaining the property according to this RFP in writing and by phone to the department contact representative.
 - 2. The City shall inform the vendor of services performed on an annual basis.
- B. To manage this contract the goals outlined in 3.1, the City will collect performance data and regularly discuss with the selected vendors the performance metrics identified in the table.

Metric	Data Source	Data Frequency	Responsibility
Use of park leased property according to RFQ and lease contract	Annual Report with Monthly Data	Annually	Parks & Recreation
Number of visitors and patrons utilizing park lease property	Quarterly Report; Annual Report with Month Data	Quarterly; Annually	Parks & Recreation
Profitability and Funding Sources	Annual Report/Revenue Report	Annually	Parks & Recreation
Food and Beverage Sales	Quarterly Report	Quarterly	Parks & Recreation
Vendor Performance Report (VPR)	Online VPR	Annually	Parks & Recreation; Purchasing

4. Selection of Vendor

Selected vendor shall be requested for contract award and future bid notifications. Vendors may register online at <http://www.littlerock.gov/lrprocure>. All responses will be scored on their technical proposals and pricing proposals. Pricing information shall not be included in the technical proposals.

4.1 Procurement Selection Team

- A. All responses will be scored by the selection committee appointed by the City. The scoring will be based on the overall responsiveness to the RFP requirements, pricing, and the reference accounts provided.

4.2 Technical Proposal Elements

- A. The Technical Proposal outlines the vendor’s qualifications and proposed plan for addressing the requested item(s) or service(s).
- B. Technical Proposals should specifically address each of the elements listed under the Categories below.
 1. In each category, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each category is reflected in the table below as the Maximum Raw Score Possible.
 2. The City has assigned Weighted Percentages to each category according to its significance.

Category	Maximum Raw Points Possible	Sub-Section’s Weighted Percentage	Maximum Weighted Score*
Capability and Qualifications of the Vendor	25	20	200
Quality of Proposal	15	30	300
Suitability of Approach	25	35	350
Past Performance	5	15	150
Totals	70	100.0%	1000

**Sub-Section’s Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.*

- C. The weighted score for each category will be determined using the following formula:
 $(A \div B) \times C = D$ A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section
- D. Weighted scores for categories will be added to determine the Total Technical Score for the Proposal.

- E. Vendors should present their proposal in the same sequence and with the same numbering scheme and headings shown in this section.
- F. If the vendor believes that a subject has been adequately addressed in another part of the Technical Proposal, then a cross-reference to the appropriate part of the narrative shall be provided.
- G. **Pricing information shall not be included in the Technical Proposal.**
 - 1. Pricing information is defined as statements including, but not limited to the following:
 - a. “At no additional cost”
 - b. “Free of charge”
 - c. “For an additional fee”
 - 2. Pricing information includes any information by which the cost of the equipment is set out, may be computed, or may be compared to another vendor.
 - 3. Failure to follow this guideline in any manner shall result in disqualification of the proposal.

Category 1.	<u>Capability and Qualifications of the Vendor</u>	Maximum Raw Points Possible	25
1.1	Provide the name of the person(s) or organization(s) submitting the proposal, including: formal legal name; name, address, telephone number, and email address for any person(s) authorized to discuss the proposal with the City if an interview process is utilized by the selection committee; a statement of authorization to submit the proposal if the proposal is in the name of an organization; name, address, telephone number, and email address for any legal counsel, or other representative, authorized to negotiate the terms and conditions of any final lease agreement between the City and the person(s), or organization(s), submitting the proposal.	5	
	<ul style="list-style-type: none"> • <i>High scoring proposals will provide the information and company profile.</i> 		
1.2	Please indicate whether the vendor is legally capable of entering into a lease agreement with the City of Little Rock.	5	
	<ul style="list-style-type: none"> • <i>High scoring proposals will indicate this capability. Note: this is a minimum qualification.</i> 		
1.3	Describe duration and breadth of experience in providing golf entertainment.	5	
	<ul style="list-style-type: none"> • <i>High scoring proposals will demonstrate previous experience in the industry in terms of number of sites, length of time in operation, and success of those operations.</i> 		
1.4	Demonstrate financial, staffing, and operations capability to provide year-round golf entertainment, including capability to build facility and parking as outlined in minimum requirements.	5	
	<ul style="list-style-type: none"> • <i>High scoring proposals will have the capacity to both construct and operate the golf entertainment facility.</i> 		
1.5	Demonstrate desire to provide golf entertainment at this location in Little Rock.	5	
	<ul style="list-style-type: none"> • <i>High scoring proposals will detail why leasing part of War Memorial Park is desirable to the respondent and what the overall goal is for such a golf entertainment venue.</i> 		

Category 2.	<u>Quality of Proposal</u>	Maximum Raw Points Possible	15
2.1	Please provide a proposal for leasing a portion of War Memorial Park for delivering year-round golf entertainment for people of all skill and ability levels and ages. Please include how the “Goals” section (3.1) and “Use of the property/outcome” section (3.3) of the Scope of Services section will be met by the proposal and proposed property uses.		5
•	<i>High scoring proposals will address 3.1 and 3.3.</i>		
2.2	Please provide a conceptual site layout, which should include photographs or drawings, preferably in color, of the Park, if it is developed in accordance with the proposal submitted.		5
•	<i>High scoring proposals will provide layouts provide as much detail as possible regarding the location of the golf entertainment facility on the property, associated parking, and show potential transitions from the project space to the park space.</i>		
2.3	Describe how “minimum qualifications” and “minimum requirements” outlined in parts 3.4 and 3.5 of the Scope of Services section will be met.		5
•	<i>High scoring proposals will provide an operating plan for year-round golf entertainment and any relevant past experience. Respondent will provide proposed number of parking stall and any guidelines used to determine proposed parking count.</i>		

Category 3.	<u>Suitability of Approach</u>	Maximum Raw Points Possible	25
3.1	<p>Please provide answers to the following questions:</p> <p>Can this proposal accommodate other park uses—such as existing and potential trails—than those submitted in response to this RFP?</p> <p>Whether the person(s) or organization(s) submitting a proposal understands that the City of Little Rock’s Department of Parks and Recreation intends to be responsible for programming of the park</p> <p>What is the term of any proposed lease the person(s), or organization(s), submitting a proposal wishes to enter?</p> <p>How maintenance and security for the Park should be handled, specifically addressing the nature of any relationship between the person(s), or organization(s), submitting a proposal and the City regarding these particular issues;</p> <p>Will any particular landscaping for the Park, provided in fulfillment of this initial response, remain the responsibility of the person(s), or organization(s), submitting a proposal;</p>		5

	<ul style="list-style-type: none"> High scoring proposals will express willingness to work with the Little Rock Parks and Recreation Department to incorporate trail corridors around the proposed project as well as confirm how maintenance and security of leased property will be addressed by applicant. 	
3.2	Please provide whether the proposal submitted requires additional parking than that already available in the area and, if so, whether vendor is willing to construct the additional parking and whether the additional parking will be available for all parks users.	5
	<ul style="list-style-type: none"> High scoring proposals will be willing to construct additional parking and will allow all park users to access said parking. 	
3.3	Whether the applicant agrees to allow the City to retain title to the property to be leased. [Does this need to also be a minimum qualification?]	5
	<ul style="list-style-type: none"> High scoring proposals will respond affirmatively. 	
3.4	Provide the anticipated timeline for construction if the person(s), or organization(s), submitting a proposal win(s) the award of a lease of the Park pursuant to this RFP.	5
	<ul style="list-style-type: none"> High scoring proposals will provide thorough timelines. 	
3.5	Provide a statement why the person(s), or organization(s), submitting this proposal believes that this submission fulfills the requirements of this RFP, and best meets the goals and visions of the City for the use of the Park.	5
	<ul style="list-style-type: none"> High scoring proposals will provide an overview of proposal and its ability to meet the requirements and goals outlined in this RFP as well as show willingness to incorporate project into a park setting and its ability to enhance the overall experience for residents of Little Rock. 	

Category 4.	<u>Past Performance</u>	Maximum Raw Points Possible	5
4.1	Describe duration and breadth of experience in providing golf entertainment.		5
	<ul style="list-style-type: none"> High scoring proposals will provide information about existing and previous sites owned and/or operated by the applicant, including length of time in operation, capacity, and revenue per location. The more previous experience, the more points awarded. 		

4.3 Pricing Proposal Elements

A. Pricing proposal must be submitted in a sealed envelope.

B. Pricing proposals will only be opened after all Technical Proposals have been scored. **Only the proposals receiving a minimum of eighty (80) percent in the Technical Proposal will have their Price Proposals opened and evaluated.** Use must be consistent with Scope of Services outlined above.

C. The estimated value of any improvements to the Park that will be constructed;

D. The desired amount of annual lease payments for the leasing of the Park property the

person(s), or organization(s), submitting a proposal recommend should be paid to the City;

- E. The amount of any annual maintenance expense the person(s), or organization(s), submitting a proposal believe(s) should be paid to the City;
- F. Proof, in the form of a letter of commitment, payment and performance bond, or otherwise, that the person(s), or organization(s), submitting a proposal is able to assure completion of any construction, or to assure that if construction is not completed, the property can be restored for use as a City Park, and that the person(s), or organizations(s), submitting a proposal is financially able to pay subcontractors and material suppliers.

4.4 Vendor Selection

- A. The RFP is a two-step process. In the first step, the City will determine whether the proposal is responsive to the Request for Proposals.
 - 1. Use must be consistent with Scope of Services outlined above. Minimum qualifications must also be met.
- B. All proposals that meet these three criteria shall be deemed responsive and responsible, and shall be eligible for consideration based upon the monetary value of the bid to the City.
 - 1. The City will award a lease “on such terms and conditions as may be deemed desirable or necessary.” Ark. Code Ann. § 22-4-501(a)(2) (West Supp. 2006).
 - 2. The lease will not be awarded to the bidder with the highest price unless the overall presentation of that applicant is deemed desirable by the City.
- C. The monetary value of a response to this RFP shall be submitted in a separate sealed envelope.
 - 1. Only those responses deemed responsive and responsible shall have this aspect of the proposal considered by the selection committee.
 - 2. The submission of this monetary value shall be submitted in a sealed envelope that shall only be opened once the selection committee determines which responses are responsive and responsible.
 - 3. **FAILURE TO COMPLY WITH THIS PROVISION, DIRECTLY OR INDIRECTLY, SHALL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL. THERE ARE NO EXCEPTIONS.**

5. Instructions for Submitting Responses

- 5.1 A total of one (1) signed Submission Packet by a person authorized by the Company to execute contracts shall be provided to the Purchasing Division. Responses may be submitted through the electronic bid system OR delivered to the following:

www.littlerock.gov/LRProcure

OR

Purchasing Division
 Little Rock City Hall
 500 West Markham, Suite 300
 Little Rock, Arkansas 72201

- A. If the submission process is started online you shall complete your response through the online system. The method of submission cannot be changed mid-stream. Please contact the Purchasing office at (501) 371-4560 for assistance.

- B. If the vendor elects to submit their response to the physical address shown above, only the paper submission will be accepted; USB flash drives, CDs, DVDs, emails, or any other electronic file **shall not** be acceptable with a paper submission and may cause the response to be disqualified.
- C. The vendor shall submit one (1) original signed Technical Proposal (Envelope A), marked “Original” and one (1) original signed Pricing Proposal (Envelope B).
- D. In addition to the original Technical Proposal, the following items should be submitted:
1. Five (5) complete hard copies of the Technical Proposal, marked “Copy”
- E. We strongly encourage online submissions and our staff is available for assistance by phone at **(501) 371-4560**.
- F. Responses (Envelopes A & B) should be delivered in one (1) package (Envelope C) to avoid separation of the documents or partial delivery. Envelopes A and B shall be sealed separately within the delivery package.
- G. Envelope A: Technical Proposal
1. Envelope A shall include all required copies of the technical proposal.
 2. The vendor’s signed technical proposal shall be sealed in an envelope clearly marked “TECHNICAL PROPOSAL” with the City’s bid number and Company Name.
- H. Envelope B: Pricing Proposals
1. Envelope B shall include all required copies of the pricing proposal and budget.
 2. The vendor’s signed Pricing Proposal shall be sealed in an opaque envelope clearly marked “PRICING” with the City’s bid number and Company Name.
 3. **Bidders who submit pricing information in the same envelope as the technical proposal shall be disqualified.**
- I. Envelope C: Delivery Package
1. Envelope C shall include envelopes A & B.
 2. Company name and address identified on the envelope.
 3. Bid Number
 4. Signature over seal of envelope.
- J. Envelope is defined as the package in which items are contained. This can be an envelope, box, bag, or other packaging as long as the contents are not visible from the outside and it is sealed.
- 5.2 All additional hard copies **must** be identical to the original copy. In case of discrepancy, the original hard copy **shall** govern.

NOTE: When the City is closed due to inclement weather or the online bidding system has an outage, the bid opening will be re-scheduled to the next business day at the same time as the original scheduled bid opening.

- 5.3 At the time and location indicated on the first page of this solicitation, the proposals will be opened publicly and will become public information pursuant to the Arkansas Freedom of Information

Act. Proposals will be evaluated for responsiveness and responsibility by a review committee appointed by the City.

- 5.4 The sealed pricing will be opened only if the technical proposal is responsive and the corresponding bidder is determined to be qualified to provide the service.
- 5.5 The City shall have the right, in its sole discretion, to determine what constitutes a minor deviation or informality and to waive minor deviations and informalities.
- 5.6 All submittals will be scored by the selection committee appointed by the City. The scoring will be based on the overall responsiveness to the RFP requirements and the reference accounts provided.
- 5.7 Bid proposals shall be in English, and bid prices shall be in U.S. currency.
- 5.8 Pricing shall be valid for ninety (90) days after the bid opening and shall remain firm for the term of the contract. The City will not be responsible for any costs incurred by the bidder in preparing or submitting its bid proposal.

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6. Questions and Clarifications

- 6.1 All requests for clarification or additional information shall be submitted in writing to the City of Little Rock Purchasing Division, through the online bidding system or at LRPurchasing@littlerock.gov. Written questions shall be submitted by 4:00p.m., no less than seven (7) calendar days prior to the bid opening date on page one of this solicitation.
 - A. For each question submitted, vendor should reference the specific solicitation number and section to which the question refers.
 - B. Vendors' written questions will be consolidated and responded to by the City. The City's consolidated written response is anticipated to be posted by the close of business three (3) calendar days following the submission deadline.
- 6.2 All questions and answers, clarification of, and addenda to, this RFP will be published on the City's website at www.littlerock.gov/lrprocure. It is the bidder's responsibility to review the City's bid information online in order to obtain all available information and all updated requirements for this RFP.

7. Offer Check-list

7.1 General

- Did I read and address all of the minimum qualifications for this solicitation?
- Did I read and agree to all the City policies before submitting this application?

7.2 Technical Proposal

- Did I answer all the questions in the Technical Proposal in the order specified?
- Did I put my Company's name and address at the top of the Technical Proposal?
- Did I put the Bid# on the Technical Proposal?
- Did I sign the Technical Proposal?
- Did I include the required copies of the Technical Proposal?
- Did I label the Technical Proposal Envelope as "TECHNICAL PROPOSAL"?
- Did I put the bid# on the envelope?
- Did I put my company's name and address on the envelope?
- Did I sign the envelope over the seal?

7.3 Pricing Proposal

- Did I put my company's name and address on the Pricing Proposal?
- Did I put the Bid# on the Pricing Proposal?
- Did I sign the Pricing Proposal?
- Did I put the Pricing Proposal in a SEPARATE ENVELOPE from the Technical Proposal?
- Did I label the Pricing Proposal Envelope as "PRICING"?
- Did I put my company's name and address on the Pricing Proposal envelope?
- Did I put the bid# on the Pricing Proposal Envelope?
- Did I sign the Pricing Proposal envelope on the seal?

Signature: _____

Date: _____



REQUEST FOR PROPOSAL

CITY OF LITTLE ROCK ARKANSAS

PRICE SHEET

The *Official Price Sheet* shall be separately sealed from the Technical Proposal and should be clearly marked as "Pricing". The vendor shall not include any pricing in the copies of their *Technical Proposal*.

Bid amount: \$ _____

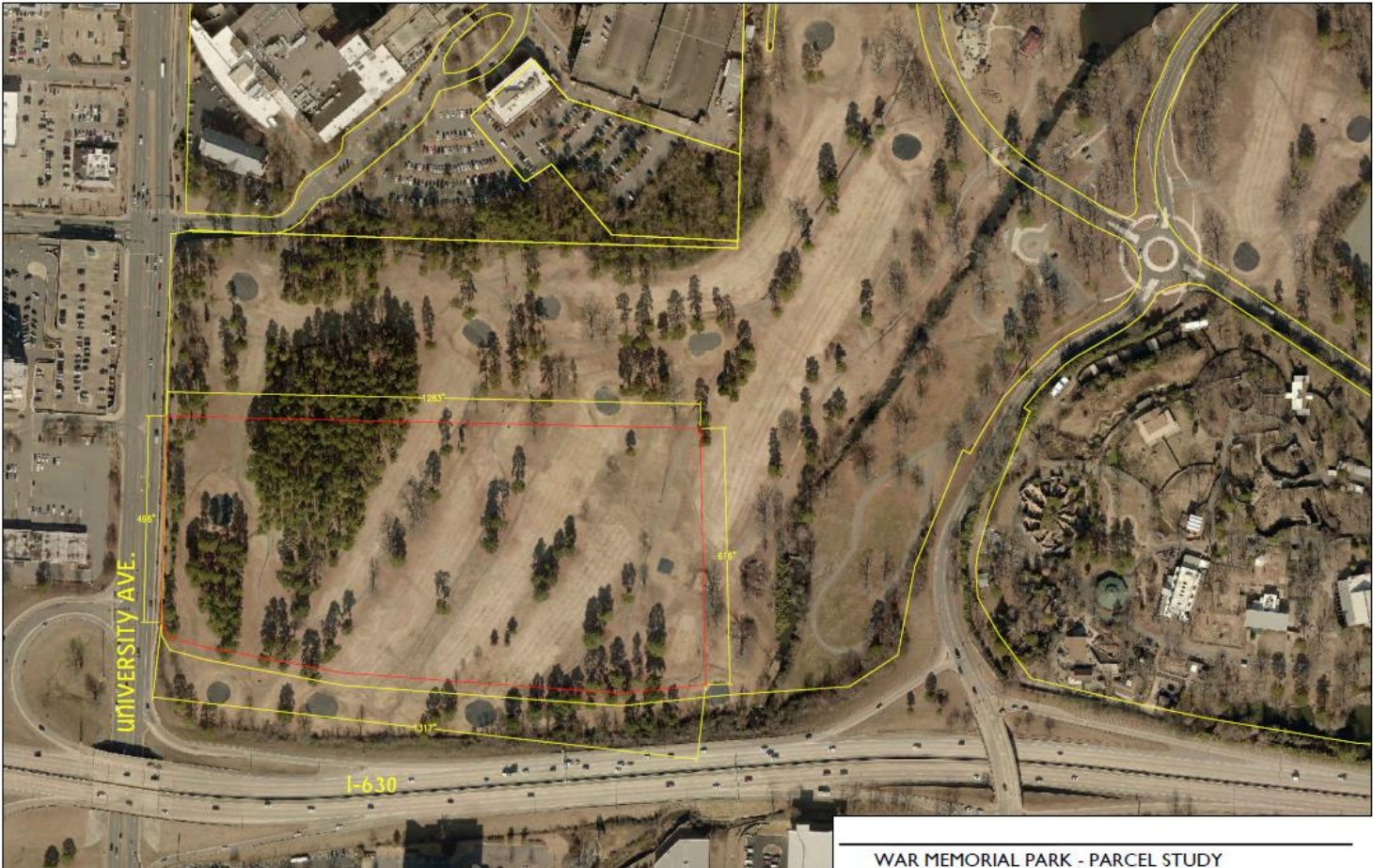
Name of Company: _____

Signature of Authorized Company Representative: _____

Printed name of representative signing this bid: _____

Date: _____

REQUEST FOR PROPOSAL
APPENDIX A: WAR MEMORIAL PARCEL STUDY



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

1. **NOTICE:** The City of Little Rock selects its board and commission members through a process that utilizes an executive session. Under Arkansas law, this fact deems a volunteer an employee for a limited purpose. The City cannot contract with an employee, and cannot contract with a corporation with an employee in an executive or managerial position who also serves as a volunteer on a City board or commission unless it first passes an ordinance to approve the contract. If any person involved with this solicitation an employee of the City, or a volunteer board or commission member who also holds an executive or managerial position with the Vendor, then the vendor shall identify the person(s) and the nature of the relationship. THIS DOES NOT MEAN that the Vendor is disqualified; but an apparent contractor will not be selected if the Board of Directors fails to pass an ordinance to authorize the contract.
2. **Acceptance of Terms**
Submission of a response to this solicitation constitutes acceptance of all terms and conditions described herein. In the event of a conflict between this solicitation and the Standard Terms and Conditions, the terms of this solicitation shall have priority. The City's Standard Conditions shall become a part of the contract and shall supersede all prior or contemporaneous representations, agreements or understandings between the parties, whether written or oral. In the event of a conflict, the terms of this solicitation shall control. To the extent the Standard Conditions conflict with an existing Master Agreement previously executed by the City, the terms of the Master Agreement control.
3. **Exceptions**
The vendor may submit a list of any necessary exceptions to the solicitation's terms and conditions. All exceptions shall be described on one (1) attachment to the vendor's response, and shall include the legal basis for each exception. The City will not consider an exception unless the vendor establishes that the exception is justified by a requirement or prohibition of federal law, Arkansas law, Arkansas Public Service Commission Rules, or by applicable tariff requirements. Exceptions shall only be approved in writing and signed by the City of Little Rock Purchasing Division.
4. **Compliance**
 - A. The vendor shall comply with applicable Federal laws, state laws, and local ordinances and regulations in effect during the contract term.
 - B. The vendor must not be debarred or suspended as designated in the federal System for Award Management.
5. **Addenda**
This solicitation and the Standard Terms and Conditions for all of the City's solicitations shall not be changed or altered except by official written addendum issued by the City of Little Rock Purchasing Division. Addenda to this solicitation will be posted on the City's website at www.littlerock.gov. It is the vendor's responsibility to review the solicitation information online to ensure that they have received and responded to all addenda to the solicitation.
6. **Publicity**
 - A. The vendor shall not issue a news release pertaining to this solicitation or any portion of the project without the City's prior written approval.
 - B. Failure to comply with this requirement may be cause for a vendor's response to be disqualified.
7. **Reservations**
 - A. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES.
 - B. The City Purchasing Office reserves the right to award items, all or none, or by line item(s).
 - C. Qualifications of the vendor and probability of performance by the vendor are factors in making an award.

- D. Any ambiguity in a solicitation that results from omission, error, lack of clarity or non-compliance by the vendor shall be construed in the light most favorable to the City.
- E. Any minor or insubstantial deviations from the requirements of this solicitation, as determined in the sole and exclusive discretion of the City Purchasing Office, shall be permitted.
- F. Any material or substantive deviations from the requirements of this solicitation, as determined in the sole and exclusive discretion of the City Purchasing Office, shall result in the disqualification of the response.

8. **Response Submission**

- A. Responses shall be submitted and time-stamped, on or before the date and time specified. LATE RESPONSES SHALL NOT BE CONSIDERED.
- B. Responses shall contain all documents, information, and attachments as specifically and expressly required in the solicitation.
- C. The response shall be typed or legibly printed in ink. The signature shall be in ink. The official who is authorized to sign contracts on behalf of the vendor shall sign the response and the price sheets in ink. RESPONSES AND PRICE SHEETS THAT ARE NOT SIGNED SHALL NOT BE CONSIDERED.
- D. The solicitation number for example, 18101 or 18001 shall be on the face of the sealed envelope that contains the response. If it is not, the envelope will be opened to identify the solicitation number.

9. **Brand Name References**

Specifications furnished with a solicitation 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 designated brands or models approved by the City, in its sole discretion, as equal to designated brand name products shall receive equal consideration. When listing other than the brand or model specified in the solicitation, the brand or model number shall be stated by the item in the solicitation and descriptive literature be submitted with the response.

10. **Substitutions**

If while responding to this solicitation the vendor does not believe that a submitted bid meets the exact requirement of a specification requested, but is in compliance with the result to be met by the requirement or specification, then the response can note that a substitution is being submitted. Whether a substitution complies with this solicitation shall be determined at the sole and exclusive discretion of the City of Little Rock Purchasing Division.

11. **Samples**

Samples of items when required shall be furnished to the City free of charge. If the vendor does not retrieve the samples within thirty (30) days of the end of testing, they become property of the City.

12. **Quantities**

Quantities stated in a solicitation for term contracts are estimates only, and are not guaranteed. Vendor shall bid the unit price based upon the estimated quantity specified. The City may order more or less than the estimated quantity on term contracts. Quantities stated on purchase orders are determined by the requirements of the ordering department.

13. **Pricing**

- A. Pricing shall be valid for ninety (90) days after the bid opening and shall remain firm for the term of the contract. Prices are to be based on the unit price for the items or services described on the price sheet(s).
- B. Prices quoted shall be "Free on Board" (F.O.B.) destination to the designated City facility unless otherwise agreed by the City.

- C. Pricing shall include all associated costs. The City shall not be obligated to pay any costs that are not included in the vendor's price proposal even though such cost is subsequently incurred by the vendor in order to provide the contracted services or equipment or to achieve the required quality of service unless agreed to in writing by the City.
- D. Prices quoted are to be net prices. If the vendor makes an error in extending total prices, the City may accept the lesser amount whether reflected by extension or by the correct multiple of the unit price.
- E. The City should receive any discounts offered by, or available to the vendor. For term contracts, the beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
- F. The prices in the response have been arrived at without collusion.

14. Tax

Applicable sales or compensating use tax shall not be included in the response, but shall be added to the contractor's invoice. Vendors are to register and pay taxes pursuant to Arkansas law.

15. Price Escalation.

- A. During the term of a resulting contract the opportunity for price escalations may be made available at the time of renewal. The vendor shall submit a written request for price increases. Written price increase requests shall be supported by documentary evidence, including manufacturer or broker discounts and charge backs to justify the increase. Price increases will be limited to the actual dollar increase incurred by the vendor from their supplier or manufacturer. Invoices including manufacturer/broker rebates, discounts and charge backs, both prior and current to date of request, shall be submitted to support a price adjustment request.

NOTE: VENDORS SHALL NOT DELAY OR STOP DELIVERIES PENDING PRICE CHANGES. PRICE CHANGES WILL BE EFFECTIVE ON ITEMS WITH AN ORDER DATE AFTER THE EFFECTIVE PRICE CHANGE DATE. THE ORDER DATE IS THE DATE OF THE CITY ISSUED PURCHASE ORDER TO THE VENDOR. ITEMS THAT HAVE AN ORDER DATE PRIOR TO THE NEWEST EFFECTIVE PRICE CHANGE DATE WILL BE INVOICED AT THE CURRENT PRICE AS OF THE DATE OF THE PURCHASE ORDER REGARDLESS OF WHEN DELIVERY IS ACCEPTED.

- B. The City of Little Rock reserves the right to reject any price adjustment request.

16. Tie Prices

- A. In the event of a tie on the lowest price between two (2) or more responses that meet the specifications as required and where only one (1) of the vendors is a Little Rock vendor, then the award shall be made to that Little Rock vendor.
- B. In the event of a tie on the lowest price between two (2) or more responses that meet the specifications as required:
 - i. where just two (2) of the vendors are Little Rock vendors, the award shall be determined by a flip of a coin between the Little Rock vendors; or
 - ii. where just two (2) of the vendors are out-of-state vendors, the award will be determined by a flip of a coin among those vendors;
 - iii. where there are more than two (2) Little Rock vendors, the award shall be determined by drawing lots
 - iv. where there are more than two (2) out-of-state vendors, the award shall be determined by drawing lots

17. Non-Appropriation of Funds

The City cannot engage in deficit spending. If it becomes necessary for the City to abandon the financing contemplated, the City shall have the right to do so without penalty. To the extent possible, the City shall give the successful contractor written notice.

18. Purchase Orders

- A. The City of Little Rock reserves the right to cancel any Purchase Order at any time prior to shipment of the goods and shall not be subject to any charges or other fees whatsoever as a result of such cancellation. The city may by written

communication cancel or make changes to any Purchase Order subject to an equitable adjustment in the price, delivery schedule, or both, where appropriate.

19. **Invoicing**

- A. The contractor shall be paid upon the completion of all of the following:
- i. submission of an original specified number of copies of a properly itemized invoice showing the solicitation and purchase order numbers;
 - ii. delivery and acceptance of the commodities, or completion and approval of described service;
 - iii. proper and legal processing of the invoice by the City
- B. Invoices shall be sent to the address shown on the purchase order, or via City supplier portal.
- C. The City shall not be invoiced in advance of delivery and acceptance of any goods or services.

20. **Force Majeure**

Neither the City nor the vendor will be liable for any delay, failure in performance, loss, or damage due to fire, explosion, cable/fiber cuts, power blackout, earthquake, flood, embargo, acts of civil or military authority, war, terrorism, acts of God, acts of public enemy, acts of regulatory or governmental agencies, delays from third parties deterring the vendor from obtaining necessary licensing/construction permits/right of ways, or other causes beyond such party's reasonable control.

21. **Recordkeeping**

The contractor shall maintain all financial and accounting records in accordance with generally accepted principles of accounting. Upon reasonable request by the City, such records shall be made available for inspection.

22. **Confidentiality**

The Arkansas Freedom of Information Act, as amended, is extremely broad in its scope. Any vendor submitting a response to a solicitation which includes proprietary information should be on notice that such response may be deemed a public record subject to disclosure upon completion of the selection process. Any such information that is not intended for disclosure should be placed in a separate sealed envelope, and the response should note appropriate reference to such information. The envelope should note that the proprietary information is not intended for public disclosure, is being provided to the City on loan by the vendor, and is to be returned to the vendor immediately if any request for disclosure of this information is made to the City pursuant to the Arkansas Freedom of Information Act. Upon the receipt of any such request, the City shall immediately return the proprietary information to the vendor. The City shall not maintain a copy. **IF SUCH ACTION RESULTS IN AN INCOMPLETE RESPONSE THAT IS DEEMED BY THE CITY NOT TO BE RESPONSIVE TO THE SOLICITATION, THE RESPONSE SHALL BE DEEMED DISQUALIFIED.**

23. **Bonding**

A. **Bid Security**

Any construction bid exceeding the minimum amount set by the State of Arkansas shall be accompanied by a cashier's check or bid bond prepared on a City-approved form of bid bond, duly executed by the vendor as principal and having as surety thereon a surety company approved by the City of Little Rock, in the amount of five (5) percent of the bid. Such cashier's check or bid bonds will be returned to all except the three (3) lowest vendors within three (3) days after the opening of bids, and the remaining cashier's checks or bid bonds will be returned promptly after the City and the accepted vendor have executed a contract or the purchase order has been issued. A valid contract will not be executed nor a valid purchase order issued until the City has received an acceptable performance bond.

B. **Performance/Payment Bonds**

A Performance Bond equaling the total amount of any bid exceeding the minimum amount set by the State of Arkansas shall be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement pursuant to Ark. Code Ann. Sec. 18-44-503 (a).

Simultaneously with the delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under contract and furnishing materials in connection with the contract. The surety on such bond or bonds shall be duly authorized to

do business in the State of Arkansas and shall be satisfactory to the City.

C. **Bond Verification**

Pursuant to Act 1015 of 2013 which became effective on August 16, 2013, all bonds submitted to the City (bid bonds and Performance/Payment Bonds) shall be issued by surety companies that are listed on current United State Department of Treasury's Listing of Approved Sureties. Any bid bonds submitted by a vendor that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list will be rejected.

Any performance and payment bonds provided by the contractor that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list shall be considered as a contractor's default in failing to execute and deliver the contract and bonds. The contractor is liable to the City as project owner in the amount of the five (5) percent bid surety. To verify the current list of surety companies, go to: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm.

24. **Construction Licensing**

Vendors shall be in compliance with the requirement of Act 150 of 1965 of the State of Arkansas, effective June 3, 1965, (codified as amended at Ark. Code Ann. §§ 17-25-301 through 17-25-316), which is the current Arkansas State Licensing Law for Contractors. Vendors should indicate on the bid form the current license number as issued by the applicable licensing entity.

25. **Conditions of Work**

Each vendor shall become fully informed of the conditions relating to the construction of the project and the employment of labor. Failure to do so shall not relieve a contractor of their obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the contractor, in carrying out the work, shall employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

26. **Past Performance**

A vendor's past performance with the City is used to determine if the vendor is "responsible". Responses submitted by vendors determined to be non-responsible shall be disqualified.

27. **Insurance and Warranties**

A. **Insurance**. The Contractor shall supply the City with evidence of having and maintaining proper and complete insurance, specifically Worker's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability Insurance and Property Damage Insurance. All premiums and cost of said insurance shall be paid by the Contractor. The City shall not be responsible or liable in case of accident.

B. When submitting a response to this solicitation, the vendor warrants that the commodities covered by the response shall be free from defects in material and workmanship under normal use and service. In addition the vendor shall deliver new commodities of the latest design and model, unless otherwise specified in the solicitation.

C. Guarantees and warranties should be submitted with the response, as they may be a consideration in making an award.

28. **Governing Law**

The contract with the contractor shall be governed and construed in accordance with Arkansas law. In the event of any legal action to enforce or interpret the contract, the sole and exclusive venue shall be a court of competent jurisdiction in Pulaski County, Arkansas. The statute of limitations, as provided under Arkansas law, shall not be waived.

29. **Liability**

The City assumes no liability for damages or injuries caused by vendor's equipment or personnel, including but not limited to passing vehicular or pedestrian traffic struck by objects displaced by vendor's equipment or operations.

30. **Damages**

If the City elects to pursue liquidated damages, damages may be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form or as provided for by the plans and specifications.

31. Indemnification

The contractor shall indemnify and hold harmless the City against any claim or liability arising from the contractor's violation of any applicable law, statute, ordinance, permit or regulation in the performance of the contract.

The contractor covenants and agrees that it will indemnify and hold harmless the City of Little Rock, and all of its officers, agents, and employees, from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the contractor, or contractor's subcontractors, employees, agents or servants, whether direct or indirect, or whether to any person or property to which the City of Little Rock or said parties may be subject.

If the City of Little Rock defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its subcontractors, employees, agents or servants during the performance of the contract, whether directly or indirectly, the contractor agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

32. Intellectual Property

A. Vendor shall not hold ownership or intellectual property claim on any deliverable produced for the City. For any custom software developed for the City of Little Rock, all property rights, intellectual or otherwise, and technology transfer shall be passed to the City, upon completion of the contract. This includes all rights in relation to any patents, trademarks, copyright, etc. that may be associated. Upon transfer, any and all code, data and the like, both intellectual and tangible, pertaining to any responsibilities including but not limited to reports, records, data, graphic art design, and products under the contract shall be delivered to the City without cost within a time frame of thirty (30) calendar days upon completion of the contract.

B. Each deliverable/product produced for the City shall become the exclusive property of the City. Vendor shall not utilize any portion of this project, including deliverables and data, without prior written consent of the City.

33. Discrimination

A. The contractor shall not discriminate on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information, as such relates to the performance of the contract and shall require such compliance in contracts with subcontractors and sub-subcontractors.

B. The vendor's response shall meet all applicable accessibility requirements through the incorporation of features or other reasonable means in order to comply with the provisions of the Americans with Disabilities Act.

C. The City of Little Rock encourages participation of small, minority-owned, and woman-owned 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 that require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

34. Title VI Civil Rights Act Implementation and Assurances

A. If the contract involves the use of federal funds, and the city so requires, the contractor shall comply with the following:

- i. require any sub-recipients, sub-grantees, contractors, successors, transferees, or assignees to comply;
- ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (which prohibits discrimination on the basis of race, color, national origin); and its applicable federal statutory, regulatory authorities, other pertinent directives, circulars, policy, memoranda, and/or guidance and will give assurance that it will promptly take any measures necessary to ensure such;
- iii. with all applicable provisions governing the City of Little Rock's and applicable federal department's or agency's access to records, accounts, documents, information, facilities, and staff;
- iv. with any program, or compliance reviews, or complaint investigations, or a combination of such, conducted by the City or applicable federal department or agency;
- v. with record retention, reporting requirements, and all requests materials in a timely, complete, and accurate way; and
- vi. with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

- B. The City of Little Rock, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the applicable federal regulations, hereby notifies all vendors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award

35. **Sex Offender**

THE CITY OF LITTLE ROCK DOES NOT EMPLOY SEX OFFENDERS OF ANY LEVEL. NEITHER THE CONTRACTOR, NOR ANY SUBCONTRACTOR, SHALL HAVE SUCH AN EMPLOYEE ON CITY PROPERTY PURSUANT TO THIS CONTRACT, NOR SHALL THE CONTRACTOR PERMIT ANY SUCH EMPLOYEE TO PERFORM ANY TASKS ON ANIMAL SERVICES, PARKS, OR ZOO PROPERTY.