



**INVITATION TO BID  
CITY OF LITTLE ROCK  
ARKANSAS**

**SUBMIT BIDS TO:  
City Hall, Suite 300  
500 West Markham  
Little Rock, AR 72201  
Phone 501-371-4560**

<b>BID NUMBER:</b> 12205	<b>DATE ISSUED:</b> January 11, 2012	<b>DATE &amp; TIME OF BID OPENING:</b> January 27, 2012 3:00 pm
<b>COMMODITY CLASSIFICATION:</b> Flashover Simulator	<b>BUYER:</b> Jerry Paul	<b>DELIVERY REQUIRED:</b>
<b>F.O.B.:</b> City of Little Rock Fire Training 7000 Murray Street Little Rock, AR 72209	<b>BUYERS PHONE:</b> 501-371-4560	<b>BIDDERS DELIVERY DATE:</b>

1. Flashover Simulator as Specified, Draeger or Equivalent \$ \_\_\_\_\_

**Non-Proprietary Intent of Specifications**

Any reference to a particular manufacturer, brand, model, drawing etc is to assist in establishing a product acceptability level for the City. It is not to establish a proprietary bid to limit bidders from competition for the bid. The City will have the privilege to evaluate alternate proposals for value, safety and quality offered. If in the opinion of the City an alternate to any brand specified meets the basic design with no material exception as judged by the City, the City then reserves the right to accept the alternative. Note: When bidding an alternate the brand and model must be listed on the bid.

List 3 References for Providing this Product.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

For additional information contact Bob Hunthrop at 501-569-4120

**IF YOU ARE OBTAINING THIS BID FROM OUR WEBSITE, PLEASE BE REMINDED THAT ADDENDUMS MAY OCCUR. IT IS THEREFORE ADVISABLE THAT YOU REVIEW OUR LISTINGS FOR ATTACHMENTS INCLUDING ANY CHANGES TO THE BID.**

The City of 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. Is any person involved with this Bid an employee of the City, or a volunteer board or commission member who also holds an executive or managerial position with the Bidder? If the answer is "yes," please identify the person(s) and the nature of the relationship. **THIS DOES NOT MEAN** that the Bidder is disqualified; but, the apparent successful Bidder will not be selected if the Board of Directors fails to pass an ordinance to authorize the contract, regardless of the amount.

CASH DISCOUNT \_\_\_\_\_ % \_\_\_\_\_

**EXECUTION OF BID**

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

<b>UNSIGNED BIDS WILL BE REJECTED BIDS MUST BE SEALED FAXED BIDS WILL NOT BE ACCEPTED</b>		
<b>NAME OF FIRM:</b>	<b>PHONE NUMBER:</b>	<b>FAX NUMBER:</b>
<b>BUSINESS ADDRESS:</b>	<b>CITY:</b>	<b>STATE &amp; ZIP:</b>
<b>SIGNATURE OF AUTHORIZED PERSON:</b>	<b>TITLE:</b>	<b>DATE:</b>

TERMS AND STANDARD CONDITIONS  
CITY OF LITTLE ROCK, ARKANSAS  
PLEASE READ CAREFULLY

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net prices, 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 the 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 items (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 City Purchasing Division.
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 the 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 City facility in 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 Purchasing Division.
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 designed products shall receive equal consideration.
15. Samples of items when required must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids received after stated time for opening will not be considered.
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
18. CONSTRUCTION
  - A. When noted, the Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor; in no way will the City be responsible in case of accident.
  - B. When noted, a certified check or bid bond in the amount of 5% of total bid shall accompany bid.
  - C. A Performance Bond equaling the total amount of any bid exceeding \$20,000 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 shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications.
20. 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.