



CITY OF LITTLE ROCK, ARKANSAS

REQUEST FOR QUALIFICATIONS

FOR

Bid Number	913
Product or Service	Independent Audit of the City of Little Rock's Police Department
Department	Mayor's Office

IMPORTANT DATES

Solicitation Issue Date	Monday, July 20, 2020		
Response Due Date	Monday, August 10, 2020	Time	3:00 PM

Virtual Bid Opening	Meeting Link: https://littlerockgov.webex.com/littlerockgov/j.php?MTID=m28828a48412daab4dc43524a18348e68 Meeting Number: 141 489 5739 Password: BID913 Join by Phone: +1-415-655-0003
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Qualifications shall not be accepted after the designated response due date and time. It is the responsibility of vendors to submit qualifications at the designated location on or before the response due date and time. Qualifications 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 that conflict with requirements in the bid solicitation, whether submitted intentionally or inadvertently, may cause the proposal to be rejected. If the City, in its sole discretion, determines that such a conflict applies to a material term of the solicitation, then the 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. Problem Description

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.

The Mayor's Office has been committed to its ACT Plan – remaining Accountable, Clear, and Transparent as it governs. In recent weeks, both members of the Little Rock Police Department and department leadership have called on the Mayor's Office to conduct an investigation stemming from lawsuits filed against the Chief of Police and the City of Little Rock.

The City is requesting qualifications from providers of Public Safety and Police Departments audits to conduct an independent, third-party comprehensive review of the entire Little Rock Police Department's practices and procedures to determine what, if any, corrective actions need to be taken to ensure use of best practices, equitable implementation of said practices and policies, and ultimately the efficient operation of the Department. The vendor will work in collaboration with the local advisory committee to identify issues and make necessary recommendations.

The Little Rock Police Department is comprised of three (3) bureaus: The Executive, Investigative and Operational Bureau. The department houses approximately 600 police officers and 100 civilian positions. The bureaus are organized as such:

1. Executive
 - a. Headquarters
 - b. Training Division
 - c. Communications Division
2. Investigative
 - a. Records and Support Division
 - b. Major Crimes Division
 - c. Special Investigations Division
3. Operational/Field Services Bureau
 - a. Special Operations Division
 - b. Patrol Division
 - i. Northwest Patrol
 - ii. Southwest Patrol
 - iii. Downtown Division
 - iv. 12th Street Precinct

2. Definitions

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

- 2.1 **LRPD:** City of Little Rock Police Department
- 2.2 **City:** The City of Little Rock

3. Scope of Services

3.1 Goal

- A. The objective of this review is to ensure compliance with best practices in policy, procedure, and protocol within LRPD. The review will cover, but is not limited to, the following:
1. Personnel Policies and Procedures
 2. Training and Professional Standards
 3. Handling of Private and Confidential Information
 4. Harassment and Misconduct

3.2 Outcomes Desired

- A. To provide an accurate measurement of the LRPD's integrity. This is a comprehensive review of the Little Rock Police Department as a whole.
- B. Identify any potential concerns with actions, behaviors, or decisions made.
- C. Demonstrate accountability and transparency and the assurance of effective policing practices and reliable governance.
- D. Analysis and assessment of data
- E. Inquire as to the existence of the following issues below, but not limited, and if any exist determine whether or not the existence is systemic:
1. Nepotism
 2. De-escalation tactics training and cultural competency
 3. The Internal Affairs process
 4. Abuse of authority
- F. A timely and comprehensive written report produced within 90-120 days that includes but not limited to the items listed below:
1. A summary of the findings,
 2. Benchmark of LRPD's policies with other similarly-sized cities,
 3. Identify issues within the Department,
 4. Provide recommendations and potential solutions for identified issues,
 5. Provide recommendations of best practices for implementation the proposed solutions.

3.3 Terms of Award

- A. The contract term will be determined appropriate to the scope of work described in this RFQ.
- B. Upon mutual agreement, the contract may be extended for up an additional terms of 10-30 days or a portion thereof.
- C. This bid **shall** be awarded to the most qualified bidder on an all or none basis.

3.4 Minimum Qualifications

- A. The vendor **shall** have a minimum of three (3) years' experience performing Police Department audits.
- B. The vendor **shall** have the appropriate licensure to provide these services in the State of Arkansas.

3.5 Minimum Requirements

- A. The vendor **shall** begin the program evaluation within five (5) days after contract award.
- B. The vendor **shall** conduct an initial assessment within two (2) weeks of the audit start date.
- C. The vendor **shall** prepare and provide an initial report and work plan detailing:
 - 1. the evaluators' understanding of what is being evaluated and why,
 - 2. proposed methods,
 - 3. proposed sources of data and data collection procedures.
- D. The vendor **shall** analyze and assess data collected and provided by the locally appointed advisory committee to inform the vendor's recommendations and final report.
- E. The vendor **shall** provide substantive weekly updates to City staff which include, but not limited to:
 - 1. Policies and Divisions that have been reviewed;
 - 2. Schedule of tasks, activities and deliverables, designating a team member with the lead responsibility for each task;
 - 3. Questions or issues that need to be answered for successful completion of the evaluation.
- F. The vendor **shall** deliver the final report to the City within ten (10) business days of evaluation completion.
- G. The final report **shall** include:
 - 1. A summary of the findings,
 - 2. Benchmark of LRPD's policies with other similarly-sized cities,
 - 3. Provide recommendations of potential solutions for identified issues,
 - 4. Provide recommendations of best practices for implementation the proposed solutions.
- H. If requested by the City, the vendor **shall** be required to present the final report to public officials in a public meeting at a date to be determined.

4. **Selection of Vendor**

All responses will be scored on their technical proposals (qualifications in this case). 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. The scoring will be based on the

overall responsiveness to the RFQ requirements and the reference accounts provided.

- B. Selected vendor shall be registered for contract award and future bid notifications. Vendors may register on-line at <http://www.littlerock.gov/lrprocure>.

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. 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 Possible
Qualifications of Vendor	15	15	150
Past Performance	35	25	250
Proposed Work Flow	25	30	300
Capability of Vendor	25	30	300
Totals	100	100.0%	1000

- 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>Qualifications of Vendor</u>	Maximum Raw Points Possible	15
1.1	List of all persons who will provide services to the City of Little Rock and the role each would play, including who will serve as primary point of contact.		5
1.2	Brief history of the firm represented by the individuals listed above, including date established, total number of staff, and office location.		5
1.3	Detailed resumes showing relevant training and work experience of each person listed in 1.1.		5

Category 2.	<u>Past Relevant Experience</u>	Maximum Raw Points Possible	35
2.1	Provide a comprehensive description of the vendor’s experience providing police department audits and to what extent evaluation recommendations have been implemented by past clients.		5
2.2	Provide detailed descriptions of three (3) similar projects in which your firm provided services similar in size and scope as this RFQ. Include the following: A. Client’s name and contact information B. Brief description of scope of work, required deliverables, dates of service C. Duration of project, including whether or not project was complete within budgeted timeframe D. Brief description of the overall results of the project based upon your recommendations and the success of their implementation E. Summary of how the client implemented results.		15
2.3	Provide at least three (3) references with knowledge of the vendor’s work product		5
<i>High scoring proposals will provide mixture of public safety personnel and non-sworn/civilian references.</i>			
2.4	How has the vendor’s experience and training prepared the vendor to conduct a comprehensive and timely program evaluation for the City of Little Rock? <i>Maximum of 300 words.</i>		5
2.5	Provide any other data that specifically details your firm’s unique qualifications for this type of engagement		5

Category 3.	<u>Proposed Work Flow</u>	Maximum Raw Points Possible	25
3.1	What, if any, additional information or hands-on experiences will the vendor desire from the City to accomplish the Outcomes Desired as outlined in Section 3 above pertaining to Scope of Services?		5
3.2	Provide a projected timeline (timeline designated staff/personnel) for completing the comprehensive program evaluation and the process that will be utilized to conduct the evaluation.		5
3.3	Provide a general outline of a final program evaluation report.		5
3.4	Provide the standard or measure that will be used to evaluate program effectiveness and the methods or procedures used to collect and evaluate data.		5
<i>High scoring vendors will include multiple forms of data collection, as well benchmarks/standards to ensure data is clean and free from manipulation.</i>			
3.5	Provide your quality assurance methods for collecting data during the program evaluation.		5

Category 4.	<u>Capability of Vendor</u>	Maximum Raw Points Possible	25
4.1	Describe the vendor’s staffing level to complete this comprehensive review and final report.		5
4.2	Describe the vendor’s availability to evaluate programs as it pertains to facilities and organizational structure.		5
4.3	Provide the projected amount of City staff time to be required for this program review. Please indicate if resources will come from Little Rock Police Department or other City departments.		5
4.4	Describe any relevant resources available to the vendor not mentioned elsewhere.		5
4.5	Discuss issues or barriers encountered in acting as an independent program evaluation consultant and solutions that effectively address these issues/barriers		5

4.3 Vendor Selection

- A. The selection committee shall evaluate all statements of qualifications and other submittals and may conduct interviews with up to five (5) vendors regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based on the above criteria, no less than three (3) of the vendors deemed to be the most highly qualified to provide the services required.
- B. This selection will be sent to the City.
- C. The selection committee or its designee shall then negotiate a contract with the retained proposer ultimately selected in accordance with State statutes and City ordinances for the services to be rendered.

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. We strongly encourage online submissions and our staff is available for assistance by phone at **(501) 371-4560**.

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.

- 5.2 At the above-noted time and location, the proposals will be opened publicly and will become public information pursuant to the Arkansas Freedom of Information Act.
- 5.3 Proposals will be evaluated for responsiveness and responsibility by a review committee appointed by the City.
- 5.4 All submittals will be scored by the selection committee appointed by the City. The scoring will be based on the overall responsiveness to the RFQ requirements and the reference accounts provided.
- 5.5 Proposals shall be in English.
- 5.6 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.
- 5.7 **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.

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 4:00 p.m., no less than seven (7) calendar days prior to the submission deadline, found on page one (1) of this document.

A. For each question submitted, the vendor should reference the specific solicitation number and section to which the question refers.

B. Written questions from vendors will be consolidated and responded to by the City. The City's consolidated written response is anticipated to be posted no later than the close of business three (3) calendar days prior to the submission deadline.

6.2 All questions and answers, clarification of, or amendments to, this RFQ will be published on the City's website at www.littlerock.gov/lrprocure. It is the vendor's responsibility to review the City's RFQ information online in order to obtain all available information and all updated requirements for this RFQ.

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 remember not to include any price information in the 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?

Signature: _____

Date: _____

**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
- E.

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

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- 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.