

Invitation to Bid (ITB)

for

## **Little Rock Zoo – Front Entry Bond Project**

City of Little Rock, Arkansas



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City of Little Rock, 500 W. Markham St., Little Rock Arkansas 72201 (501) 371-4510



**This bid solicitation was issued by the City of Little Rock Procurement Division**

<b>Product or Service</b>	<b>Little Rock Zoo – Front Entry Bond Project</b>		
<b>Department</b>	<b>Little Rock Zoo</b>		
<b>Release to Prospective Vendors</b>	<b>1/27/2025</b>	<b>Time</b>	<b>8:00 AM</b>
<b>Proposal Due Date</b>	<b>2/17/2025</b>	<b>Time</b>	<b>1:00 PM</b>
<b>Deadline for Prospective Vendor Questions</b>	<b>2/13/2025</b>	<b>Time</b>	<b>5:00 PM</b>
<b>Pre-Bid Discussion Meeting</b>	<b>MANDATORY – 2/3/2025 at 1:00P PM</b>		
<b>Bid Opening Webex Meeting</b>	<a href="#"><u>Join the meeting now</u></a>		

<b>Procurement Website</b>	<a href="#"><u>Little Rock Business Portal   City of Little Rock</u></a>
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The City of Little Rock has issued this Invitation To Bid (ITB) to businesses authorized in the State of Arkansas and qualified to provide the requested service(s) outlined in this bid document.

**The City of Little Rock actively supports small, minority and/or women-owned businesses to promote growth and sustainability.**

**Bidders must submit responses to this request online at [LRProcure powered by Bonfire](#) on or before the designated due date and time.** Any responses received after this deadline will be considered late and returned to the Bidder without further review.

**Responses should comply with all requirements stated in this bid request.** If a conflict is found to apply to a key term (for example, quantity or type of work to be done) of this bid, the Bidder's response **shall** be disqualified at the City of Little Rock's sole discretion.

**The City reserves the right to revise the ITB before the proposal submission deadline.** If the City needs to make changes or revisions, an addendum will be posted on the Organization Portal. Only questions and answers in an addendum **shall** be considered part of the ITB.

**The City has worked hard to make sure this request is correct, but it is up to you to check everything carefully because the City and its team are not responsible if there are mistakes or missing information.** The responsibility for determining the full extent of the exposure to risk and verifying all information herein **shall** rest solely on those parties' making proposals. The City, its representatives, and

its agents **shall** not be responsible for any error or omission in this ITB, nor **shall** they be responsible for any Bidders or representatives' failure to verify the information herein and to determine the full extent of that exposure.

1. Background – City of Little Rock

Little Rock is the State Capital and the largest city in Arkansas. It was chartered in 1835 and is in the central part of the state, approximately 135 miles west of Memphis, Tennessee. The city has a population of 202,591 according to the 2020 census certified by the Arkansas State Treasurer. The 2025 operating budget revenues as approved by Ordinance No. 22079 are \$338,231,579 including the General Fund revenue budget of \$263,108,099.

2. Definitions

The City has made every effort to use industry-accepted terminology in this solicitation.

- a) The words “**must**” and “**shall**” signify a requirement of this solicitation and that vendor’s agreement to and compliance with that item is mandatory.
- b) “Prospective Vendor” means a person who submits a bid in response to this solicitation.
- c) “Vendor” means a person who sells or contracts to sell commodities and/or services.
- d) “Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this ITB.
- e) “Bid Submission Requirement” means a task a Prospective Vendor **must** complete when submitting a bid response. These requirements will be distinguished by using the term “**shall**” or “**must**” in the requirement.
- f) “Requirement” means a specification that a vendor’s product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term “**shall**” or “**must**” in the requirement.
- g) “City” means the City of Little Rock, Arkansas. When the term “City” is used herein to reference any obligation of the City under a contract that results from this solicitation.

3. Desired Outcome

3.1 The desired outcome of this ITB is professional completion of the Little Rock Zoo’s Front Entry Bond Project, as indicated within this solicitation and all other supplementary documentation included herein, provided by the Little Rock Zoo, or provided by its partners Alessi Keyes Construction and WD&D Architects.

4.1 Goal

- A. The Little Rock Zoo is seeking a qualified General Contractor to perform professional construction services for the 2025 Front Entry Bond Project.
  - 1. The awarded General Contractor **shall** work with the Little Rock Zoo, this project’s Agency Construction Manager: Alessi Keyes Construction, and the Architect: WD&D Architects, through project completion.

4.2 Terms of Award

- A. This bid **shall** be awarded, on an all or none basis, to the lowest responsive and qualified bidder who meets all specified requirements, and who has the absolute capability to provide the required services. Responses to this bid solicitation will be used by the City of Little Rock to determine if the vendor has the appropriate experience, licensures, and qualifications to be considered for the work.
- B. The vendor must have a business license to operate in the State of Arkansas.
- C. The City reserves the right to award or not award a contract, when in the best interest of the City to do so.
- D. The term of this agreement will be for fourteen (14) months. Upon mutual agreement, the contract **may** be extended.
- E. Bidder **must** provide a signed copy of the Combined Certification for Contracting with the City of Little Rock form prior to contract award.

4.3 Services Requested

- A. All formal scope of service documents are hosted in Bonfire as supplementary documentation to this bid solicitation – noted as “**Full Construction Documents**” and “**Issue Set**”
- B. All Issue Set documentation, scope, and plans in hard copy form are held at Southern Reprographics for purchase at standard cost.
  - 1. **The Tortoise exhibit and other corresponding aspects of that exhibit shall be noted as a deductive alternate in this bid.**

4.4 Minimum Qualifications

- A. Statement of Vendor’s Qualifications
  - 1. Vendors **must** submit a completed Statement of Vendor’s Qualifications responding to ALL the questions. The responses provided **must** be clear and comprehensive. The statement **shall** be submitted in the form of a PDF attachment with your bid. The vendor **may** provide supplemental information, if deemed necessary.

B. Bid Bond

1. All city construction or demolition bids awarded that are **\$50,000 or more require a Bid Bond** of 5.0 percent (%) of the total bid submission. This requirement can be satisfied by cashier's check drawn upon a bank or trust company doing business in this state of Arkansas, or by a corporate bid bond. Note: The bid bond is not required if less than \$50,000.
  - a. To be eligible, the cashier's check or bid bond **must be received by the closing date and time for this bid solicitation** to the following address:

City of Little Rock  
Attention: Procurement Division  
500 West Markham Street, Suite 300  
Little Rock, Arkansas 72201

C. Bid Form

1. With bid submission, vendors **must** submit the Bid Form.
2. **Note: For bid to be considered for award, all addendums issued by the City of Little Rock pertaining to this bid solicitation must be recognized in writing on the Bid Form.**

D. Bid for Physical Improvements Form

1. With bid submission, vendors **must** submit the Bid For Physical Improvements Form.

E. List of Proposed Subcontractors

1. With bid submission, vendors **must** submit a list of proposed subcontractors

F. List of Proposed Suppliers

1. With bid submission, vendors **must** submit a list of proposed suppliers.

G. Certification of Current Arkansas State Contractor's License

1. Vendors **must** submit a clearly scanned copy of their current Arkansas State Contractor's License.
  - a. Note: Contractors and subcontractors **shall** be licensed and bonded.

H. References

1. Vendors **must** submit a document displaying three (3) professional references and all applicable contact information for them.

I. Vendor **must** submit one (1) example of a project of similar size.

1. Due to the unique scope of this project, vendors **shall** provide one (1) example of a sizable project with similar scope, should it exist, else the City finds it amenable to review a project of similar size only.

#### 4.5 General Requirements

- A. **All vendors must attend the Mandatory Pre-Bid meeting on 2/3/2025 at 1:00P PM at the Little Rock Zoo Administration Building Conference room for their bid to be considered for award. Vendors must sign in with authorized Zoo staff. Staff can be reached at 501-661-7200 for any questions.**
- B. Vendors **shall** be in agreement with and qualified to perform the work as outlined with all information present, or provided thereafter, within the Bid and Contract Documents (Little Rock Zoo – Front Entry Bond Project) and General Conditions sections of this solicitation.
- C. All aspects of the project **must** meet current Federal ADA Regulations and Standards.
- D. 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.
- E. Bidder hereby agrees to commence work under this contract within **10 calendar days** after they receive the written “Notice to Proceed” of the City and to fully complete the Front Entry Bond Project within **425 consecutive calendar days (14 months)** thereafter as stipulated in the specifications.
1. Bidder agrees to pay as liquidated damages, the sum of \$550 for each consecutive calendar day thereafter as hereinafter provided in the special conditions.
- F. It is expressly agreed that Contractor is acting as an independent contractor in performing the Work described herein.
- G. Arkansas State Contractor License
1. Bidders **must** provide a current copy of their Arkansas State Contractor License prior to contract award.
2. *Note: Contractors and subcontractors **shall** be licensed and bonded.*
- H. Prior to contract award, Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner **may** affect cost, progress, performance or furnishing of the Work. The contractor agrees to comply with all applicable laws, statutes, regulations, ordinances, and permits relating to the performance of this contract.
- I. Prior to contract award, Contractor has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions and accepts the determination of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.
- J. Prior to contract award, Contractor has obtained and carefully studied, or assumes responsibility for obtaining and carefully studying, all such examinations, investigations, explorations, tests, reports and studies, in addition to or to supplement those referred to in

paragraph 6.2 above, which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise that **may** affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Documents. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- K. Prior to contract award, Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data with respect to said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- L. Prior to contract award, Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- M. Prior to contract award, Contractor has given Owner written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.

#### 4.6 Insurance and Warranties

The vendor **shall** carry the following insurances throughout the term of the contract and any extension thereof. Prior to award of a resulting contract, the vendor **must** provide a Certificate of Insurance naming the City of Little Rock as additional insured.

- Workmen’s Compensation (statutory requirements)
- Comprehensive General Liability – one million dollars (\$1,000,000)
- Personal Injury – one million dollars (\$1,000,000)
- Property Damage and other liabilities – one million dollars (\$1,000,000)

#### 4.7 Payment Structure

- A. The vendor **shall** submit all invoicing resulting from contract purchase order to the City of Little Rock’s **Accounts Payable Division**, Department of Finance, Room 315, 500 West Markham, Little Rock, AR 72201 at [accountspayable@littlerock.gov](mailto:accountspayable@littlerock.gov). **Email invoice preferred.**
- B. The contract price **may** be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the contract price **shall** be determined by one or more of the following methods in the order of precedence listed below:
  - (A) Unit prices previously approved.
  - (B) An agreed lump sum.

4.8 Pricing

- A. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor.
- B. To allow time to evaluate responses, prices **shall** be valid for ninety (90) days following the bid opening.
- 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 to provide the contracted services or equipment or to achieve the required quality of service unless agreed to in writing by the City.
- D. 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.
- E. 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.
- F. The prices in the response have been arrived at without collusion.
- G. All bid pricing **shall** be in United States dollars and cents.

5. Performance Metrics and Contract Management

5.1 The City seeks to collaborate with the Vendor and other stakeholders to enhance accountability and contract management, improve results, and adjust the delivery of products and/or services based on learning what works.

Metric	Data Source	Data Frequency	Responsibility	Review Cadence
1. On a linear scale from 1 to 5, how well coordinated and efficiently did the General Contractor work with the Agency Construction Manager?	Department Records	Completion of Contract	Little Rock Zoo	Monthly
2. On a linear scale from 1 to 5, how well coordinated and efficiently did the General Contractor work with the Architect?	Department Records	Completion of Contract	Little Rock Zoo	Monthly



3. On a linear scale from 1 to 5, how was the contractor’s overall performance on the project?	Department Records	Completion of Contract	Little Rock Zoo	Monthly
4. Vendor Performance Report (Ad-hoc)	Vendor Performance Review Form	As Needed – At Least Once Per Contract	City of Little Rock Procurement Division	Completion of Contract
5. Vendor Performance Review	Bonfire	Annually	City of Little Rock Procurement Division	Annually

5.2 Contract Management

A. Communication Plan

1. To manage this contract and the goals outlined in sections herein, the City will collect performance data and regularly discuss with the selected vendors the performance metrics.
2. The monthly update meeting **shall** occur at an agreed-upon time and date each month. Upon mutual agreement, the parties **may** move this meeting if necessary to avoid scheduling conflicts, holidays, or similar occurrences. Any changes or cancellations to a meeting **shall** be communicated at least twenty-four (24) hours in advance.

5.3 Joint Ventures

A. A joint proposal submitted by two or more vendors is acceptable.

1. In the event of a joint venture, documentation **must** be submitted with the proposals identifying all participating business entities.
2. Prior to award, a binding agreement between the participants **must** be provided. The City will recognize both companies as one entity.
3. The City **shall** have a single point of operational contact with the entity that is formed pursuant to this provision.
4. Two companies with the same physical address or with a single point of operational contact will be considered one entity.
5. In efforts to meet the Mayor’s Initiative to increase spend, it is highly recommended that any joint ventures include small, minority and/or women-owned businesses.

6. Contract

6.1 Issuance of Contract.

- A. Any resultant contract of this bid solicitation is subject to City approval processes which **may** include board review.

6.2 Cooperative Use

- A. The City of Little Rock, as the issuing office for this solicitation, **shall** be the lead agency for this contract. Other governmental entities **may** participate in any contract resulting from this solicitation that falls under its scope of work throughout the life of the contract.
- B. The vendor **shall** agree to offer the same pricing, terms, and conditions to participating governmental entities as outlined in this solicitation.
- C. There is no obligation for any agency to purchase from the awarded contractor, nor does it guarantee any additional orders will result. However, it does allow entities at their discretion, to make use of the City of Little Rock’s competitive procurement process directly from the awarded contractor. All purchases made **shall** be understood to be transactions between that entity and the awarded vendor.

- 6.3 The City of Little Rock **shall** not assume liability or obligation on behalf of any other governmental entity that **may** use any contract resulting from this solicitation. All purchases and payment transactions **shall** be made directly between the vendor and the requesting entity.

7. Inquiries and Submission Instructions

- 7.1 The responsive bid **must** be submitted through online bidding at [LRProcure powered by Bonfire](#).
- 7.2 For any system-related questions, technical errors or help, please contact Bonfire Technical Support or using the Help Button or at [support@gobonfire.com](mailto:support@gobonfire.com) Mon-Fri 8:00am-8:00pm EST.
- 7.3 For all other assistance, staff is available at (501) 371-4560. Bidder acknowledges that support **may** not be readily available the day of or the hours/minutes prior to a bid closing date/time.
- 7.4 All responsive bids will be subject to public information pursuant to the Arkansas Freedom of Information Act.

Opening Bid Webex Meeting link:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_OTa2OTgxOTYtYzg2Zi00YzcwLWlwNTYtMjE0NTNhMTg1OWlw%40thread.v2/0?context=%7b%22Tid%22%3a%2284d336e2-3cb3-4ee8-91ca-5e4f107776ce%22%2c%22Oid%22%3a%22b1a90390-007b-450f-8db2-5551af7b7b27%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTa2OTgxOTYtYzg2Zi00YzcwLWlwNTYtMjE0NTNhMTg1OWlw%40thread.v2/0?context=%7b%22Tid%22%3a%2284d336e2-3cb3-4ee8-91ca-5e4f107776ce%22%2c%22Oid%22%3a%22b1a90390-007b-450f-8db2-5551af7b7b27%22%7d)

Meeting ID: 219 782 793 622

Passcode: Uq6cb69Z

Dial in by phone

[+1 972-371-0918,,402426105#](tel:+19723710918,402426105#) United States, Dallas

[Find a local number](#)

Phone conference ID: 402 426 105#

At the above-noted date and time, Bidders that have submitted proposals will have their names read aloud publicly during a virtual bid meeting and those names will become public information.

8. Supplemental Documentation for Vendors

- 8.1 Pertinent supplemental documentation is available on the bid event in Bonfire.
- 8.2 Architectural plans, drawings and the plan-holder’s list are available for the standard fee(s) in hard-copy form at Southern Reprographics; 901 W 7th St, Little Rock, AR 72201.
- 8.3 City of Little Rock Ordinance 20,482 § 1, 10-3-11, Sections 18.51 – 18.53: [https://library.municode.com/ar/little\\_rock/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH18MI\\_PROF\\_ARTIIIOFINPUPEOR](https://library.municode.com/ar/little_rock/codes/code_of_ordinances?nodeId=COOR_CH18MI_PROF_ARTIIIOFINPUPEOR)
- 8.4 Act 1068 – “To Repeal The Arkansas Prevailing Wage Law; And To Provide Flexibility To Cities And Counties For Capital Construction Projects; And To Declare An Emergency: <https://www.arkleg.state.ar.us/Bills/Detail?ddBienniumSession=2017%2F2017R&measureno=sb601>

9. Terms and Conditions

All prospective Vendors who submit a proposal agree to be bound by the City of Little Rock **Standard Terms and Conditions** for Bidders and the online [Bonfire Terms & Conditions](#).