

Event # 914

Name: Zoo Walkway and Decks Project

Description: Remove and replace wood walkway and decking at Zoo education building

Buyer: David Mowry

Status: Open

Event Type: QUOTE BID

Currency: USD

Category: ZOO

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Preview Date:

Q & A Open Date: 06/07/2020 10:00:01 AM

Open Date: 06/07/2020 10:00:00 AM

Q & A Close Date: 06/22/2020 11:59:59 PM

Close Date: 06/25/2020 04:00:00 PM

Dispute Close Date:

Contacts

Type	Name	Title	Phone Number	Email Address
DEPARTMENT	TONY DAWSON	ZOO FACILITIES OPERATIONS MGR	501-661-7210	TDawson@littlerock.gov

Meetings

Meeting	Description	Location	Date	Required
Optional Pre-Bid Meeting	Optional Pre Bid Meeting	Zoo Administration Building (Outside)	06/18/2020 10:00:00 AM	No

Questions

Question

How many years have you been engaged in the contracting business under your present firm or trade name?

Terms and Conditions

STANDARD TERMS & CONDITIONS

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.

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.

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.

COMPLIANCE

The contractor shall comply with applicable Federal laws, state laws, and local ordinances and regulations in effect during the contract term.

ADDENDA

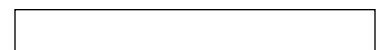
This solicitation and the Standard Terms and Conditions for all of the City's solicitations shall not be changed or altered except by official written addendum issued by the City of Little Rock Purchasing Division. Addenda to this solicitation will be posted on the City's website at www.littlerock.gov. 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.

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.

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).



Event # 914: Zoo Walkway and Decks Project

- 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.

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.

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.

SUBSTITUTIONS

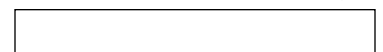
If while responding to this solicitation the vendor does not believe that a submitted bid meets the exact requirement of a specification requested, but is in compliance with the result to be met by the requirement or specification, then the response can note that a substitution is being submitted. Whether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

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.

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.



Event # 914: Zoo Walkway and Decks Project

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.

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.

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.

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.

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:

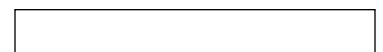
- i. where just two (2) of the vendors are Little Rock vendors, the award shall be determined by a flip of a coin between the Little Rock vendors; or
- ii. where just two (2) of the vendors are out-of-state vendors, the award will be determined by a flip of a coin among those vendors;
- iii. where there 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

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.

PURCHASE ORDERS

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



Event # 914: Zoo Walkway and Decks Project

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.

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.

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.

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.

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.**

BONDING

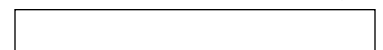
A. BID SECURITY:

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.



Event # 914: Zoo Walkway and Decks Project

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.

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.

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.

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.

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.

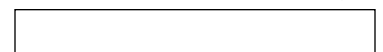
GOVERNING LAW

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.

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.

DAMAGES



Event # 914: Zoo Walkway and Decks Project

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.

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.

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.

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.

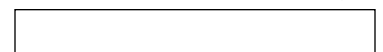
C. The City of Little Rock encourages participation of small, minority-owned, and woman-owned business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors that require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

TITLE VI CIVIL RIGHTS ACT IMPLEMENTATION & 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-



Event # 914: Zoo Walkway and Decks Project

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

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.

ZOO - SPECIAL TERMS & CONDITIONS

ZOO - SPECIAL TERMS AND CONDITIONS

1. The contractor shall coordinate all activities with the Zoo Director, or the designee noted in the solicitation, including, but not limited to, the following:

- A. the hours and days when work may occur;
- B. where vehicles and equipment may be located;
- C. special rules for driving vehicles within Zoo property;
- D. special rules for working near or in animal exhibits;
- E. decorum within the Zoo by contractor or subcontract employees;
- F. noise levels, including equipment noise, near animal exhibits

2. The Zoo contains animal exhibits with dangerous animals, and has in place emergency procedures to be followed if necessary. These procedures are not subject to negotiation and shall be followed strictly at all times. The Zoo Director, or the designee, will make sure that these procedures are outlined to the contractor, and the contractor shall be responsible to assure that all employees, including subcontractor employees, understand the obligation of strict compliance.

CODE RED IS AN EMERGENCY SITUATION WHEN A DANGEROUS ANIMAL HAS ESCAPED FROM AN ENCLOSURE. IN THE EVENT OF ANY EMERGENCY, ZOO PERSONNEL WILL PROVIDE INSTRUCTIONS WHICH SHALL BE IMMEDIATELY FOLLOWED.

Animals at the Zoo are not pets. Any attempt to pet, feed, or come into direct contact with an animal at any time shall result in the immediate removal of any employee, including those of a subcontractor, from the Zoo. If removal occurs, the employee shall not be permitted back on Zoo property unless permitted in writing to do so by the Zoo Director. The decision to grant such permission is within the sole and complete discretion of the Zoo Director.

3. It is the responsibility of the contractor to determine if a particular project is required to comply with any state or federal prevailing wage laws.

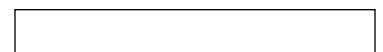
4. All federal (OSHA), state (AOSH, DOL) and local safety rules & regulations shall be followed at all times, including but not limited to:

A. Fall Protection, Ladder Safety, Trench Safety (Competent Person), Electrical Safety.

B. Personal protective equipment (PPE), including fall protection restraining equipment, will be provided by the contractor and used at all times as required.

5. City of Little Rock policies and insurance requirements permit only City employees to use City owned equipment. Contractors shall provide their own equipment. Vendors are not allowed to use any City equipment. Any assistance by City personnel or equipment in unloading supplies, or providing limited assistance in small projects, shall be approved in advance by the Zoo Director or designee.

6. Proper equipment and signage designed to inform guests and staff that an area is not to be accessed due construction or other work shall at all times be in place by the contractor, with the approval of the Zoo Director or the designee, as required for the protection of guests, animals,



Event # 914: Zoo Walkway and Decks Project

flora, and property. The contract shall ensure all signage and barricades remain in place, and any changes to placement or content shall be approved in advance by the Zoo Director or designee.

7. THE CITY OF LITTLE ROCK DOES NOT EMPLOY REGISTERED SEX OFFENDERS OF ANY LEVEL AND CONTRACTORS, AND SUBCONTRACTORS, SHALL NOT EMPLOY OR PERMIT A REGISTERED SEX OFFENDER ON ZOO PROPERTY, OR TO PERFORM ANY TASKS PURSUANT TO THIS CONTRACT.

8. All contractors and subcontractors shall remain in the designated location of the work to be performed. Contractors shall not leave the designated location for unrelated duties unless authorization is approved by the Zoo Director or designee.

9. Cell phone use: Cell phones shall not be used for personal use in view of guests. Cell phones may only be used in view of guests when conducting official business or in case of an emergency. Cell phones may not be used while driving a vehicle or using heavy equipment or machinery on Zoo grounds.

10. Tobacco use: Use of tobacco, tobacco products, and e-cigarettes is not permitted in Zoo buildings or on Zoo grounds, including the Zoo parking lot or in any location in War Memorial Park. Per authorization of the Zoo Board of Governors, there is one designated tobacco and e-cigarette use area, located south of the Administration building next to the cart cover, employees of Contractors and Sub contractors will comply with this policy.

11. Vehicles: Full-size vehicles shall not be driven in public areas of the zoo unless prior approval is given by the Zoo Director or designee.

12. Sustainability, single use plastics, and Styrofoam:

A. Styrofoam is not allowed on Zoo property in accordance with City of Little Rock Policy. Vendors may not possess, offer, or sell Styrofoam in any form.

B. Vendors shall not possess, offer, or sell single-use plastic straws on Zoo property.

C. Vendors shall not use plastic bags, single-use plastic straws, or Styrofoam in any retail or foodservice capacity.

D. Vendors shall not offer or sell one-time use plastic cups or other single-use plastic foodservice products, unless the products are reusable and recyclable.

E. Vendors shall preference compostable materials over other materials when possible, including compostable plates, utensils, napkins, and other foodservice materials.

F. Vendors shall properly sort recyclable materials, reusable materials, scrap items, and trash and dispose of each item in the appropriate receptacle or area as designated by the Zoo Director or designee.

13. Tree removal: Any tree removal must be approved in advance by the Tree Advisory Committee. All alternative options shall be considered before removing any tree.

14. Identification:

A. Vendors and contractors shall register with designated Zoo staff before beginning work each day.

B. Vendors and contractors shall obtain a visitor badge and display the badge visibly at all times while on Zoo grounds.

C. Visitor badges are required for non-employees to access non-public and exhibit areas.

D. Vendors and contractors shall return the visitor badge to the designated staff upon completing work for the day.

E. Vendors who are exclusively providing retail or guest services in public areas during special events that do not require access to non-public areas must sign in but are not required to obtain a visitor badge.

15. Toxic waste and hazardous materials:

A. Vendors and contractors that must use combustible, toxic, or hazardous materials, including propane or other fuels, must receive approval in advance by the Zoo Director or designee to use the materials.

B. Combustible, toxic, or hazardous materials shall not be disposed of on Zoo property. Vendors and contractors must remove any combustible, toxic, or hazardous materials the vendor brought on zoo grounds.

C. If combustible, toxic, or hazardous materials leak, spill, or are otherwise transmitted to soil, water, pavement, or air, the Zoo Safety & Training Coordinator and Facilities Manager shall be immediately notified.

D. Vendors, contractors, and their employees that use combustible, toxic, or hazardous materials must be trained in their use.

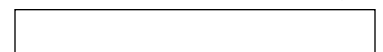
E. All vendors that utilize combustible, toxic or hazardous materials will adhere to all manufacturer specific safety requirements to include the following:

i. Safety Data Sheets

ii. Appropriate type (Class K and/or ABC) of fire extinguisher must be on hand (within 30' of cooking equipment) and serviced within the last year.

iii. Propane tanks shall be properly secured to a fixed object to prevent tipping while maintaining a 10' clearance from trash or combustible material.

F. Any product used in a container other than the original container must have appropriate warning labels placed on the new container.



Event # 914: Zoo Walkway and Decks Project

16. Concealed weapons: Vendors shall not possess, transfer, sell, or use a deadly weapon while on Zoo grounds except as required as part of assigned duties. Concealed weapons, firearms, and handguns are prohibited for anyone at any time unless specifically assigned as part of assigned duties.

Zoo Special Terms and Conditions

[Approved - Zoo Special Terms and Conditions.docx \(application/vnd.openxmlformats-officedocument.wordprocessingml.document\)](#)

Attachments

Attachment

Education Walkway and Decks Bid.pdf

Line Details

Line 1: Demolish and replace raised wa

Description: Demolish and replace raised walkway at Citizen Science Center

Item: ZOO DECK AND WALKWAY PROJECT Demolish and replace raised wa

Commodity Code: 22-912 CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR

Quantity: 1.0000

UOM: EA

Requested Delivery Date: 07/31/2020

Require Response: Yes

Price Breaks Allowed: No

Alternate Items Allowed: Yes

Add On Charges Allowed: Yes

Line 2: Demolish and replace deck over

Description: Demolish and replace deck overlooking waterfowl pond

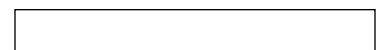
Item: ZOO DECK AND WALKWAY PROJECT Demolish and replace deck over

Commodity Code: 22-912 CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR

Quantity: 1.0000

UOM: EA

Requested Delivery Date: 07/31/2020



Event # 914: Zoo Walkway and Decks Project

Require Response: Yes

Price Breaks Allowed: No

Alternate Items Yes
Allowed:

Add On Charges Yes
Allowed:

Line 3: Demolish and replace deck over

Description: Demolish and replace deck overlooking Citizen Science Center Lagoon

Item: ZOO DECK AND WALKWAY PROJECT Demolish and replace deck over

Commodity Code: 22-912 CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR)

Quantity: 1.0000

UOM: EA

Requested Delivery 07/31/2020
Date:

Require Response: Yes

Price Breaks Allowed: No

Alternate Items Yes
Allowed:

Add On Charges Yes
Allowed:

Line 4: Install wood and wire fencing

Item: ZOO DECK AND WALKWAY PROJECT Install wood and wire fencing

Commodity Code: 22-912 CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR)

Quantity: 1.0000

UOM: EA

Requested Delivery 07/31/2020
Date:

Require Response: Yes

Price Breaks Allowed: No

Alternate Items Yes
Allowed:

Add On Charges Yes
Allowed:

Line 5: Install shadowbox fencing

Item: ZOO DECK AND WALKWAY PROJECT Install shadowbox fencing

Commodity Code: 22-912 CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR)

Quantity: 1.0000

UOM: EA

Requested Delivery 07/31/2020
Date:

Require Response: Yes

Price Breaks Allowed: No

Alternate Items Yes
Allowed:

Add On Charges Yes
Allowed:

