CITY OF LITTLE ROCK STANDARD TERMS AND CONDITIONS

I. NOTICE

1. **Terms and Conditions of Solicitation Incorporated.** The Bidder acknowledges and agrees that by virtue of placing this bid, it accepts the City's Standard Terms and Conditions below. These Standard Terms and Conditions shall be incorporated into any agreement the Bidder enters into with the City which is the result of this bid by virtue of submitting a bid.

   In the event of a conflict between a contractual provision and the Standard Terms and Conditions, the conflict shall be resolved by giving priority to the documents in the order listed below, Section 2, Order of Precedence, including but not limited to conflicting order of precedence provisions.

2. **Order of Precedence.** In the event of a conflict, the order of precedence shall be as follows:

   a. The contract or other agreement;
   b. Any attachments or exhibits to the contract or other agreement;
   c. These Standard Terms and Conditions;
   d. The solicitation including any and all addenda;
   e. The Bidder's response to the solicitation; and
   f. Invoices, purchases orders, change orders, or other documents created to enable the parties to perform the services set forth in the contract or other agreement.

3. **Definition.** All terms shall have the following meanings for the purposes of the City's Standard Terms and Conditions unless otherwise defined herein.

   a. "Agreement" means any agreement or agreements, of any kind, that the successful bidder enters into with the City as a result of this bid and all attachments or exhibits thereto and any documents referenced therein or attached thereto.
   b. "Bidder" means any entity submitting a bid, of any type, to the City of Little Rock.
   c. "City" means the City of Little Rock, Arkansas.
   d. "Vendor" means the successful Bidder or Bidders.

4. **In the event the Bidder does not agree to each and every provision in the Standard Terms and Conditions below, please indicate in writing which provision you do not agree to accept and the reason(s) you do not accept them. You will be given an opportunity to do so when completing the bid form and submitting it through the City's electronic procurement system.**

5. The City reserves the right to waive the requirement in Section 4 above and to waive any or all of the provisions of its Standard Terms and Conditions.

II. STANDARD TERMS AND CONDITIONS

1. **Termination.** Unless otherwise provided herein, the City shall have the right to terminate the Agreement, for cause or for the City's convenience, by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) calendar days

before the effective date of such termination. Upon such termination, the City will incur no liability whatsoever for any damages, loss, or expenses of any kind suffered or incurred by the Vendor or for any compensation to the Vendor arising from or incident to any termination of the Agreement, whether or not the Vendor is aware of any such damages, loss, or expenses. Upon receipt of such notice of termination, the Vendor shall stop all work under the Agreement.

In the event of such termination, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under the Agreement shall, at the option of the City, become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up to the effective date of termination pursuant to the terms of the Agreement, as long as such costs, in the aggregate, do not exceed the compensation set forth in the Agreement and approved by the City's Board of Directors.

Upon termination or expiration of the Agreement, the Vendor shall immediately return to the City all monies held by it but unexpended.

2. **Independent Contractor.** It is expressly agreed that the Vendor is acting as an independent contractor in performing the work and services specified herein, and nothing in the Agreement is intended and nothing shall be construed to create an employer-employee, partnership, joint venture, or other type of relationship, whether under state or federal law, or to allow the City to exercise control or direction over the manner or method by which the Vendor performs the services; provided always that the services to be provided shall be furnished in a manner consistent with the standards governing such services and the provisions of the Agreement. The City shall carry no workers' compensation insurance or health or accident insurance to cover the Vendor or the Vendor's employees or subcontractors for any type of loss which might result to the Vendor or the Vendor's employees or subcontractors in connection with the performance of the services set forth in the Agreement. The City shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer/employee relationship, it being specifically agreed that the Vendor is not acting herein as an employee of the City, but shall, at all times, and in all respects, have the rights and liabilities of an independent contractor.

3. **Work Product.** "Work Product" means any and all materials, regardless of format, created for the City or delivered to the City under the Agreement. Any and all Work Product produced by the Vendor in the execution of the Agreement or other work as described herein is Work Product and shall become the property of the City upon the completion or termination of the Agreement unless otherwise agreed to herein. However, any reuse of the materials by the City without prior written authorization by the Vendor, other than for the specific intended purpose of the Agreement, will be at the City's sole risk. The City's copies of all documents shall be on paper as well as a pre-approved electronic format. The Vendor shall be entitled to retain copies of all project deliverables developed for the project for its records and use. Any Work Product that is not proprietary or confidential under Arkansas law is subject to the Arkansas Freedom of Information Act.

4. **Amendment.** The parties may amend or modify the Agreement at any time, provided that such amendment(s) or modification(s) make specific reference to the Agreement, and are executed in

writing by a duly authorized representative of both parties. Such amendment(s) or modification(s) shall not invalidate the Agreement, nor relieve or release the parties from their obligations under the Agreement.

5. **Choice of law; venue.** The Agreement shall be construed according to the laws of the State of Arkansas without regard to any conflict of law principals and venue for any action related thereto shall lie exclusively in Pulaski County, Arkansas. In the event of any legal action to enforce or interpret the Agreement, the sole and exclusive venue shall be a court of competent jurisdiction in Pulaski County, Arkansas. The Vendor hereby expressly waives and relinquishes any rights it might otherwise have (1) move to dismiss on grounds of *forum non conveniens,* and (2) move for a change of venue to a court outside Pulaski County, Arkansas.

   If the Vendor commences any action against the City in a court not located in Little Rock and Pulaski County, Arkansas, upon request of the City, the Vendor shall either consent to a transfer of the action to an Arkansas court of competent jurisdiction located in Little Rock and Pulaski County, Arkansas or, if the court where the action is initially brought will not or cannot transfer the action, the Vendor shall consent to dismiss such action without prejudice and may thereafter reinstate the action in an Arkansas court of competent jurisdiction in Little Rock and Pulaski County, Arkansas.

6. **Compliance with Law.** The Vendor shall comply with all applicable federal, state, and local laws and regulations, now in force or which may be in force in the future. In the event the City is a party to litigation as a consequence of the work or in the Work Product, in whole or in part, of the Vendor as defined in the Agreement, the Vendor agrees to assist and cooperate with the City in such litigation, as additional services under the Agreement. All laws cited herein are as amended.

7. **Indemnity.** The Vendor agrees to indemnify and hold harmless the City, its officers, agents and employees from:

   a. Any claims or losses for services rendered by any subcontractor, person, firm, or other third party on account of or resulting from the performance of the Agreement by the Vendor; and

   b. Any claims or losses resulting to any person or firm injured or damaged by the actions of the Vendor or the Vendor's employees, including disregard of federal or state statutes or regulations, in the performance of the Agreement.

   If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts, negligent omissions, or willful misconduct of the Vendor, its subcontractors, employees, agents, or servants during the performance of the Agreement, whether directly or indirectly, the Vendor agrees to reimburse the City for all losses and expenses of any kind, including but not limited to attorney's fees and court costs incurred in defending such claim, cause of action, or lawsuit.

   The Vendor further agrees to include in any contract with a subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of

the Agreement a clause by which such subcontractor, person, or firm agrees to indemnify the City, its officers, agents, and employees from any claims or losses resulting from the actions of such subcontractor, person, or firm. The Vendor's obligations under this Section are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the Agreement, if any.

8. **Force Majeure.** The parties are not responsible for delay caused by activities or factors beyond their reasonable control limited to delays by reason of strikes, acts of God, failure of the City to furnish timely information or to approve or disapprove the Vendor's work, faulty performance by contractors or governmental agencies, fires, floods, delays or defaults by suppliers of materials or services, or acts of the public enemy. When such delays beyond the Vendor's reasonable control occur, the City agrees the Vendor is not responsible in damages nor shall the Vendor be deemed to be in default of the Agreement. Furthermore, the City shall not be in default for, or held responsible for damages caused, or failure to perform in full or in part, its obligations due to circumstances beyond the City's control, such as acts of God, acts of civilian or military authority, or other force majeure.

9. **No Waiver**. Failure of the City to enforce at any time any of the provisions of the Agreement, or to require at any time performance by the Vendor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of the Agreement, or any part thereof, or the right of the City to thereafter enforce each and every such provision. The waiver of the breach of one or more of any covenants or conditions by the City shall not be construed as the waiver of any subsequent breach of the same or any other covenant or condition; and the consent and approval of the City to any act by the Vendor requiring the City's consent or approval shall not be deemed a waiver and shall still render necessary the City's consent or approval to or of any subsequent or similar act by the Vendor. Further, the failure to pursue a particular remedy in connection with a particular type of breach shall not constitute a waiver of that particular remedy as to any subsequent recurrence of the same, or a similar, breach.

10. **Severability**. In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of the Agreement is declared or adjudged to be invalid, unlawful, or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Agreement, as if such invalid or unconstitutional provision was not originally a part of the Agreement. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal, or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

11. **Copies Same as Original**. The Agreement shall be executed in the original, and any number of executed copies. Any copy of the Agreement so executed shall be deemed an original and shall be deemed authentic for any other use.

12. **Captions**. All captions contained in the Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of the Agreement.

13. **Entire Agreement**. The Agreement, all bidding documents which are incorporated herein by reference, including these Standard Terms and Conditions, and the documents referenced or

incorporated in the Agreement contain the complete and entire agreement of the parties respecting the transactions contemplated herein, and supersede all prior negotiations, agreements, representations, and understandings, if any, among the parties regarding such matters.

14. **Agreement Binding**. The terms and conditions of the Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assignees.

15. **Assignment**. The Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. The City agrees that the Vendor will not be providing its services in association with others unless otherwise agreed to in writing by both parties to the Agreement.

16. **Authority to Execute Agreement**. The undersigned officials of the parties hereto are the properly authorized officials and have the necessary authority to execute the Agreement on behalf of the parties hereto, and each party hereby certifies to the other party that any necessary resolutions or other documentation extending said authority have been duly passed and are now in full force and effect.

17. **No Presumption against the Drafting Party.** In the event the City is the drafting party, the Agreement shall be construed without regard to the identity of the persons who drafted the provisions contained herein. This presumption shall not apply if the Vendor is the drafting party. Both parties acknowledge that they have had full opportunity to review the Agreement with legal counsel of their choice.

18. **Ratification.** To the extent that the Vendor has actually performed services under the Agreement after the start date of the Agreement but prior to the signing of the Agreement by the parties, those services are hereby ratified by both parties and shall be compensated in accordance with the terms and conditions of the Agreement.

19. **Title VI Civil Rights Act Implementation and Assurances.** The Vendor, and its sub-contractors, sub-recipients, sub-grantees, successors, transferees, or assignees shall comply with:

    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, *et seq.,* 78 stat. 252), as amended, and all other applicable federal civil-rights and nondiscrimination laws, regulations, and binding requirements applicable to this Contract or to any federally assisted program or activity performed under this Contract;

    a. All applicable provisions governing the City's and applicable federal department's or agency's access to records, accounts, documents, information, facilities, and staff;

    b. Any program or compliance reviews, or complaint investigations, or both, conducted by the City, or federal department or agency;

    c. Record retention and reporting requirements, maintain and preserve all project records for a minimum of five (5) years and all requests for documents and materials in a timely, complete, and accurate manner; and

d. All other reporting, data collection, and evaluation requirements, as required by the City, prescribed by law or detailed in program guidance.

20. Non-Discrimination and Use of Funds.

a. **Non-Discrimination**. To the extent allowed by law, the Vendor agrees to comply with all applicable federal and state laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any individual on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.

b. **Americans with Disabilities Act/Equal Employment Opportunity Act Compliance**. The Vendor agrees to comply with the requirements of the Americans with Disabilities Act and the Equal Employment Opportunity Act, and the regulations promulgated pursuant thereto, and to require such compliance in contractual agreements with subcontractors.

All drawings, specifications, plans, and other work performed under the Agreement, as applicable, shall meet or exceed the 2010 ADA Standards for Accessible Design, and any updates thereto. Any exceptions to the 2010 ADA Standards for Accessible Design included in drawings, specifications, plans, or other work shall be noted in writing and approved by the City.

c. **Use of Funds for Political and Sectarian Activities Prohibited**. The Vendor agrees that it shall not use any of the funds provided under the Agreement for political or sectarian purposes.

d. **Failure to Comply.** Failure to comply with this Paragraph Non-Discrimination and Use of Funds shall result in immediate termination by the City without penalty or financial responsibility of any nature whatsoever.

21. Immunity. Nothing stated in the Agreement shall be construed as limiting the City's immunity from liability in tort.

22. Notice and Written Communication. Notices required by the Agreement shall be in writing and delivered via United States mail (postage prepaid), commercial courier, or sent by email or other electronic means. All notices and other written communications under the Agreement shall be addressed to the individuals in the capacities indicated in the Agreement.

Notice shall be deemed received as follows:

a. Notice by confirmed express delivery service shall be deemed received and effective upon delivery.
b. Notice by certified or registered mail shall be deemed received and effective ten (10) days

after dispatch.

c. Notice by confirmed e-mail shall be deemed received and effective upon sending, provided that the sender does not receive notice that delivery has failed.

23. Record Keeping and Retention. The Vendor 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. The Vendor shall maintain all of its records relating to the work and services specified herein, including all personnel, property, and financial records, which shall be made available to the City upon request, for a minimum of five (5) years after the expiration or termination of the Agreement.

24. FOIA. The Vendor acknowledges that the City is subject to the Arkansas Freedom of Information Act ("FOIA") and that any records in the City's possession or control shall be subject to disclosure subject to legal exemptions pursuant to the FOIA.

25. No Arbitration. The City does not agree with or consent to the arbitration of disputes relating to the Agreement and does not waive its right to a trial by jury.

26. Non-Appropriation of Funds. The Agreement shall terminate without penalty at such time as appropriated funds are not available to satisfy the obligations of the City hereunder. The failure of the City to make an appropriation in any given year shall not be deemed a breach of the Agreement, nor give rise to any cause of action by the Vendor for legal or equitable relief. The City shall, to the extent possible, give the Vendor written notice at least ninety (90) days prior to such termination. The Contractor shall hold the City harmless in the event of non-appropriation of insufficient appropriation of said funds.

27. Continuing Obligations. All continuing covenants or obligations herein shall survive the expiration or earlier termination of the Agreement.

28. Statute of Limitations. The statute of limitation period shall be tolled for any fraudulent act committed by the Vendor that the City cannot discover upon due diligence.

29. Time. All durations are in calendar days, unless otherwise noted.

30. Time of Essence. Time is expressly declared to be of the essence with respect to the Agreement.

31. Pledging Credit. The Vendor agrees not to pledge the credit of the City, or to purchase, rent, lease or contract for equipment, appliances, goods, or services in the name of the City. The Vendor shall hold harmless the City any and all taxes (federal, state, local), worker's compensation insurance, disability payments, social security payments, unemployment insurance payments, or any similar type of payment for the Vendor or any employee thereof.

32. No Third Party Relationships. Nothing contained in the Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against the City or the Vendor.

33. Safeguards. The Vendor shall take all reasonable precautions to safeguard all City property entrusted to the Vendor's custody or control. Additionally, the Vendor shall take all reasonable

precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the performance of the services set forth in the Agreement.

34. Audits. The City may, in its sole discretion, audit the records of the Vendor or its subcontractors, or both, at any time during the term of the Agreement or within five (5) years after the Agreement ends, in connection with the goods, work, or services provided under the Agreement. If any litigation claim or audit is started before the expiration of this retention period, the records shall be retained until all litigation, claims, or audit findings have been resolved.

If, as a result of such an audit, it is determined that the Vendor or any of its subcontractors has overcharged the City in the audited period, the City shall notify the Vendor. The Vendor must then promptly reimburse the City for any amounts the City has paid the Vendor due to the overcharges and, depending on the facts, also some or all of the cost of the audit.

Failure of the Vendor to reimburse the City in accordance with the foregoing is an event of default under the Agreement, and the Vendor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

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

36. No Claim. No claim whatsoever shall be made by the Vendor against any official, agent, or employee of the City for, or on account of, anything done or omitted to be done in connection with the Agreement.

37. Sex Offenders. The Vendor shall perform a sexual offender check on all employees, and those who will be on City of Little Rock Zoo grounds or will work directly with minor children or persons with intellectual or developmental disabilities and shall require all subcontractors to do the same. Such sexual offender check shall, at a minimum, include a sex offender registry check, in accordance with applicable federal and state law. The Vendor shall determine which persons are ineligible to work directly with minor children or persons with intellectual or developmental disabilities and shall not put them in positions which will require them or allow them to do so.

No Level 3 or Level 4 sex offenders shall be allowed on Zoo grounds and no sex offenders of any level will be allowed to work directly with minors or persons with intellectual or developmental disabilities. Failure to comply with any portion of this provision may be grounds for immediate termination of the Agreement and the City shall suffer no liabilities therefore.

To the extent allowed by law, the City reserves the right to remove any sex offender of any level from City property, with or without cause.

38. Anti-Lobbying. The Vendor shall times comply with A.C.A. § 21-8-607 and shall not purposely employ any lobbyist who is required to register as a registered lobbyist but is not registered.

39. Boycott Notices. The Vendor shall comply with A.C.A. § 25-1-503 and agrees and certifies that it does not currently boycott Israel and that it shall not boycott Israel during the term of the

Agreement. Pursuant to A.C.A. § 25-1-1102, if the value of the Agreement equals or exceeds $75,000, the Vendor agrees and certifies that it does not currently boycott and shall not boycott the energy, fossil fuel, firearms, and ammunition industries during the term of the Agreement.

40. Zoo. For all Agreements involving the Little Rock Zoo, the following provisions shall apply. These provisions shall apply to the Vendor, its employees, agents, and any subcontractors, volunteers, etc. All such persons are incorporated into the term "Vendor" as applicable.

a. The Vendor shall sign in and out at the Zoo Administration Office each time a person enters or exits the Zoo. If any such person arrives before the Zoo front gate is manned, the shall contact Zoo administration.

b. The Vendor shall not work on Zoo grounds on holidays, weekends, or before or after Zoo hours without prior written authorization from Zoo administration. For all such work, a Zoo supervisor must on site and the Vendor must check in with the Zoo supervisor.
    1) Normal work hours are 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding City-observed holidays, unless otherwise approved in advance by the Zoo Facilities Manager.

c. If the Vendor is unable to work during the scheduled time or needs to change the scheduled work time, the Vendor shall contact Zoo administration.

d. The Vendor is not allowed in, around, or near any Zoo animals or animal exhibits without prior written authorization and must be escorted to the appropriate work area by a member of the Zoo Facilities Operation or the Zoo Animal Management team.

e. All Zoo animals shall be treated as wild animals and not as pets. The Vendor shall not attempt to pet, feed, touch, or otherwise come into contact with any Zoo animal at any time. Violators will be immediately removed from the property.

f. When working in, around, or near any animal exhibit, the Vendor shall not begin work until the Vendor has contacted the Zoo keeper staff and the Zoo curator responsible for the area and has received approval to commence work.

g. When using any type of equipment that makes noise, the Vendor must be aware of all animals in nearby areas. If any animal appears to be frightened, agitated, or upset in any way, the Vendor shall stop work immediately and shall report the situation to a Zoo Facilities Operations employee.

h. No type of mowing, blowing, or other equipment that makes noise is allowed near the Small Carnivore or Bear areas after 10:00 a.m. This includes landscapers and groundskeepers.

i. City of Little Rock policies and insurance requirements permit only City employees to use City owned equipment. The Vendor shall provide its own equipment. The Vendor is not allowed to use any City equipment. Any assistance by City personnel or equipment in unloading supplies or providing limited assistance in small projects, requires prior approval by the Zoo Director or designee.

j. The Zoo is not a typical construction site or work area. There may be guests on the grounds during construction. The Vendor shall be courteous to the Zoo's guests and provide them a safe environment at all times. At a minimum, the Vendor must comply with the following:
    1) Work areas shall be kept free of debris and trip hazards by regular removal of waste and debris into proper garbage and recycling receptacles.
    2) All idle heavy equipment shall be secured and inoperable, with keys removed, so that it is not a danger to unauthorized persons.
    3) The Vendor shall ensure that any person operating heavy equipment is authorized and properly trained in its safe operation.
    4) Equipment shall be safely stored, barricaded, and disabled when the work site is left unattended for any period of time.
    5) The Vendor shall supply all tools and equipment to complete the job.

k. The Vendor shall to follow all federal, *e,g.,* Occupational Safety and Health Administration ("OSHA"), state, *e.g.,* Arkansas Occupational Safety and Health, Arkansas Department of Labor, and local safety rules and regulations in regard to industrial, construction, and general industry practices, including but not limited to, fall protection, ladder safety, trench safety (competent person), electrical safety, and personal protective equipment ("PPE").

l. The Vendor shall provide and ensure the proper use of all PPE required for the work, for the duration of each task, by all workers under the Vendor's direction or control.

m. Any violation of federal, state, or local safety standards shall result in removal from the Zoo grounds and reevaluation of the Agreement and possible penalties up to and including termination. The City shall have no liability arising from or related to such penalties or termination.

n. If the Vendor must use combustible, toxic, or hazardous materials, including but not limited to propane or other fuels, the Vendor must receive prior approval from the Zoo Director or designee to use the materials.

o. Combustible, toxic, or hazardous materials shall not be disposed of on Zoo property. The Vendor shall remove any combustible, toxic, or hazardous materials the Vendor brings onto or causes to be present on Zoo grounds.

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

q. If the Vendor uses combustible, toxic, or hazardous materials, the persons who do so shall be trained in their use.

r. If the Vendor uses combustible, toxic, or hazardous materials, the Vendor shall fully comply with all manufacturer specific safety requirements to including, but not limited to, the following:
    1) Safety data sheets;

2) The appropriate type of fire extinguisher (Class K and/or ABC) shall be on hand (within thirty feet (30') of cooking equipment) and serviced within the last twelve (12) months;
3) Propane tanks shall be properly secured to a fixed object to prevent tipping while maintaining a ten foot (10') clearance from trash or combustible material;
4) Any product used in a container other than the original container shall have appropriate warning labels placed on the new container;
5) The Vendor shall be familiar with the location of all access and emergency routes and required gate access codes and processes;
6) The Vendor shall be instructed on the location of fire extinguishers and evacuation routes closest to the work area; and
7) If Vendor entry into a building sets off a security alarm, the Vendor shall contact Zoo staff immediately.

s. In the event of an emergency (weather, animal, etc.), Zoo personnel will provide instructions and the Vendor shall comply with these instructions as quickly as possible.

t. A Code Red Alert is issued when a dangerous animal has escaped from its enclosure. In the event of a Code Red Alert, Zoo personnel will give the Vendor instructions which shall be followed immediately. The Vendor shall ensure that each person of the Vendor's crew follows the instructions as given.

u. Loud music, profane language, and smoking are not permitted on Zoo grounds. The use of tobacco, tobacco products, and e-cigarettes is not permitted in Zoo buildings or on Zoo grounds, including the Zoo parking lots or in any location in War Memorial Park. Violators will be asked to leave the grounds. (There is one (1) designated smoking area near the Zoo administration building.)

v. Hats, clothing, and other attire shall be free of any and all types of inappropriate messages, words, and images.

w. The Vendor shall use appropriate barricades, equipment, and signage to clearly identify areas that are inaccessible due to construction or other work. Such measures shall be implemented with the prior approval of the Zoo Director or designee, and as necessary to protect Zoo guests, staff, animals, flora, and property. The Vendor shall ensure that all signage and barricades remain in place as long as is necessary. After approval is secured, any changes to the placement or content of the signage or barricades requires prior approval by the Zoo Director or designee.

x. The Vendor shall obtain prior permission from the Zoo Facilities Operations Office before operating any vehicle on Zoo grounds. Upon receiving such permission, the Vendor shall comply with all posted speed limits, including the five (5) mile-per-hour speed limit. Service roads shall be used whenever possible.
1) Vehicles and equipment shall not obstruct or impede any gate, doorway, or other access point in a manner that interferes with safe emergency evacuation or restricts access by guests.
2) Vehicles and equipment shall have the keys removed when not in service.

y. All Zoo gates and doors, including temporary fences and gates, shall be closed and secured immediately after passage.

z. If it becomes necessary to disconnect power or any other utility during business hours, the Vendor shall notify the Zoo Facilities Manager in advance and shall obtain approval before doing so.

aa. When working in a non-public area, the Vendor shall remain within the designated work area and shall not enter any other non-public area beyond the immediate work site without the prior authorization of the Zoo Director or designee.

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

cc. The Zoo practices recycling and green practices in all areas of our work. The Vendor shall comply with the following:
    1) Styrofoam is not allowed on Zoo property in accordance with City of Little Rock Policy. The Vendor may not possess, offer, or sell Styrofoam in any form on Zoo grounds.
    2) The Vendor may not possess, offer, or sell single-use plastic straws, balloons, glitter, or confetti on Zoo grounds.
    3) The Vendor shall properly sort recyclable materials, reusable materials, scrap items, and trash and dispose of each item in the appropriate receptacle or area.

dd. Any tree removal requires prior written approval by the Zoo Director. All alternative options must be considered before removing any tree.

ee. The Vendor shall not possess, transfer, sell, or use a deadly weapon while on Zoo grounds except as required as part of its assigned duties. Concealed weapons, firearms, and handguns are prohibited for anyone at any time on Zoo grounds unless required as a condition of employment.

ff. The Vendor shall not possess, transfer, sell, use, or be under the influence of any illegal substance at any time while on Zoo grounds.