City of Bentonville
Bentonville Utility Board Meeting
Tuesday, April 5th – 11:30 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: March 15th, 2022

New Business

1. Resolution - Surplus Item – Surplus Forklift – Chris Earl (pages 2-3)
2. Bid Award - Grit Classifier – Chris Earl (pages 4-27)
3. Bid Waiver – Pump Repair – Chris Earl (pages 28-35)
4. Bid Waiver – 5500 Cab & Chassis – Kevin Alsup (pages 36-40)
5. Bid Award & Budget Adjustment – Steel & Relay Panels for “I” Sub – Travis Matlock, PE (pages 41-99)
6. Bid Waiver - 3500 and 5500 Cab & Chassis – Travis Matlock, PE (pages 100-105)
7. Resolution – Ampirical Agreement – Travis Matlock, PE (pages 106-108)
8. Resolution and Budget Adjustment – E Source – Mike Bender, PE (pages 109-127)
9. Adjournment

THE CITY OF BENTONVILLE

Agenda Item Form

Date of Utility Board Meeting	**3/5/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**(479) 696-0273**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

An resolution to declare (1) 2002 Tailift Forklift (VIN/ID #310721B) as surplus. The Unit will be traded in at a value of $5000.00 toward the purchase of a new 2022 Hangcha FD Series forklift.

Estimated Cost	**31469.75 for the new forklift**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

MEMO

To: Utility Board Members

CC: Mike Bender/Preston Newbill

From: Chris Earl, WRRF Manager

Council Meeting Date: April 12, 2022

Re: Ordinance/Resolution to declare (1) 2002 Tailift Forklift, VIN number 310721B. The unit will be traded in at a value of $5,000.00 towards the purchase of a new 2022 Hangcha FD Series forklift. This particular unit has several maintenance and safety issue that no longer fits our fleet.

Thank you for your consideration of this request.

Agenda Item Form

Date of Utility Board Meeting	**4/5/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**(479) 696-0273**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Bid Award to Lakeside Equipment Bid Submission for IFB-22-24 Grit Classifier with cyclone. Grit Classifier and cyclone are used for the purpose of removing grit from the waste stream to prevent damage to down stream pumps and other equipment as well as removing contaminents from the waste stream. The unit bid was $55,087.00, there will need to be an eighty seven dollar ($87.00) budget adjustment for this item. Taxes will be exempt for this unit.

Estimated Cost	**$55,087.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*** **:**

Budget Adjustment Request

Date of Utility Board Meeting	4/5/2022
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	(479) 696-0273

Purpose of Budget Adjustment *(Enter purpose in space below):*

A budget adjustment of $87.00 is need to fullfill the purchase of Bid IFB-22-24, The department budgeted $55,000.00 for this unit.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503030	47330	Capital Improvements		$ 87.00
		Totals	$ -	$ 87.00
		Net Impact on Fund Balance	$ (87.00)	

*Final Account Number will be determined by Accounting Department after approval and purchase

Memo

To: Utility Boards Members

From: Chris Earl, WRRF Utilities Manager

CC: Mike Bender, Preston Newbill

Date: 3/25/2022

RE: Bid Award

Staff requests Utility Board Members approve a motion to accept Bid # IFB-22-24 to Lakeside Equipment for the purchase of 1 Grit Classifier with cyclone in the amount of $55,087.00. Grit classifiers are used to remove grit from the waste stream, grit contains material that are pollutants as we as abrasive to the downstream equipment used to treat wastewater. This unit will also be accompanied with a budget adjust of $87.00. This unit will be tax exempt using Gr-66 tax exemptions for wastewater equipment.

Thank you for your consideration of this request,

Chris Earl, WRRF Utility Manager

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**28-Feb-22**	**Time of Bid Opening:**	**2:30PM**	**Solicitation ID Number:**	**IFB-22-24**

Solicitation Title: GRIT CLASSIFIER, COMPLETE WITH CYCLONE, AS SPECIFIED

BIDDERS:	**LAKESIDE EQUIPMENT CORPORATION**	**KUSTERS WATER**	NA	NA	NA	NA
Total Bid Price (Pre-Tax):	**$ 55,087.00**	**$ 65,153.00**				
Tax amount included in Bid Submission (not applicable - tax exempt purchase)	**$ 5,233.27**	**$ 6,027.00**				

LAKESIDE
EQUIPMENT CORPORATION
Water Purification Since 1928

1022 E. Devon Avenue | P.O. Box 8448 | Bartlett, IL 60103
T: 630-837-5640 | F: 630-837-5647 | E: sales@lakeside-equipment.com
www.lakeside-equipment.com

February 21, 2022

SUBJECT: City of Bentonville, AR
Arkansas Water Resource Recovery Facility (WRRF)

To Whom It May Concern,

James R. Aitkenhead is a Regional Sales manager for Lakeside Equipment Corporation and in such capacity has full authority to sign bid documents on behalf of our company.

Sincerely,

Lakeside Equipment Corporation

Steve Eckstein
President

LAKESIDE
EQUIPMENT CORPORATION
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T: 630-837-5640 | F: 630-837-5647 | E: sales@lakeside-equipment.com
www.lakeside-equipment.com

DATE: February 22, 2022

TO: Bentonville, AR

SUBJECT: Lakeside Type W Grit Classifier with a Cyclone

Lakeside is pleased to offer the following through our Representative, Phil Shupe, of Shupe & Associates, Inc., located at 6160 Getty Drive, North Little Rock, AR 72117, phone # 501/834-4271:

GRIT CYCLONE-CLASSIFIER

For the one (1) Grit Cyclone-Classifier, we propose to furnish the following:

1 - **Drive unit** consisting of a shaft mounted cycloidal-helical gear reducer powered by a 1.0 hp, 3 phase, 60 Hertz, 460 volt, ball bearing, continuous duty, constant speed, totally enclosed, fan cooled motor with leads to a large conduit box.

1 - **Screw conveyor** consisting of a 12-inch diameter stainless steel helical screw with ¼-inch thick flights and a ½-inch wide hardened weld on the leading face of the flight.

1 - **Trough** fabricated with ¼-inch stainless steel plate, with 12-gauge cyclone inlet housing, 4-inch outlet connection, 2-inch drain connection, external mounted lower bearing, and an adjustable overflow weir. A support frame sets the screw conveyor at a 16° angle.

1 - **Cyclone**, complete with fabricated carbon steel housing, replaceable neoprene liners, nihard vortex finder, 4-inch diameter flanged inlet connection, 6-inch diameter flanged overflow connection, quick release hinge/disconnect clamp between the apex and lower cone section, inlet pressure gauge, and supports for mounting to classifier.

1 – **Flexible discharge chute**.

1 - **Electrical control panel**. Will reuse existing.

1 - **Set of anchor bolts** stainless steel.

Approximate shipping weight of the grit cyclone-classifier is 1,700 lbs.

EXCLUSIONS: The following are not included in this offering:

- Unloading, hauling or storage
- Concrete work or installation
- Grit collection container

75% of the gross amount upon shipment or when ready for shipment.
5% of the gross amount 120 days after shipment.
5% of the gross amount upon start up or beneficial use of the equipment, whichever occurs first, but in no event later than 180 days following shipment.

Your payment to us will not be dependent or contingent upon receipt of payment by you or any other parties. Overdue accounts will be charged 2.0% interest per month. All legal fees or other charges encountered to collect overdue accounts, including service charges, are to be paid for by the purchaser.

BOND: Lakeside will require with your Purchase Order a copy of your Payment Bond to the Owner.

PAYMENT TERMS FOR NON-BONDED PROJECTS: Lakeside Equipment Corporation process equipment is custom designed to meet each project's special performance and construction requirements. Lakeside offers to the buyer the choice of the following terms of payment for projects when limited credit information is available and/or surety bonding is not in force. Please indicate by checking the appropriate box which of the payment term alternatives is preferred.

Option A: ☐ 30% with order, 30% on approval of shop drawings, 30% at time of shipment and the balance within 90 days after shipment.

Option B: ☐ Confirmed irrevocable letter of credit on file at the First American Bank, 1650 Louis Ave., Elk Grove, Illinois 60007, with 95% payment made on sight draft of bill of lading at time of shipment and balance within 90 days after shipment.

Option C: ☐ Payment of 30% with order, with balance due prior to shipment on notice by Lakeside that equipment is ready to ship.

These terms are subject to approval by our Credit Department. Your payment to us will not be dependent or contingent upon receipt of payment by you or any other parties. Overdue accounts will be charged 2.0% interest per month. All legal fees or other charges encountered to collect overdue accounts, including service charges, are to be paid for by the purchaser.

CONDITIONS OF SALE (GIL 91):

ACCEPTANCE: This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from date of bid opening or date of written proposal. The order will be subject to written acceptance by our company's executive office. Our quotation is limited to only those technical portions of the Engineer's Mechanical Specifications specifically referred to herein, and to the terms and conditions of sale as outlined in our quotation. We will not be bound by any Terms and Conditions of the prime Contract not specifically included herein.

TAXES & OTHER CHARGES: Unless otherwise indicated, no Sales, Use, Retailers' Occupation, Service Occupation, Service Use, or similar taxes or custom duties, import fees and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt on this job, you will need to supply us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf. You are responsible for obtaining permits in connection with the sale or installation of our equipment.

Shipment must be accepted when ready to avoid storage charges. If refused when ready, storage plus handling charges will be added to the above price. Partial shipments must be accepted when ready and paid for in accordance with terms shown above.

DELAYS: We shall not be liable for delay in delivery caused by any reason beyond our control, including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval of drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation, supply difficulties, any interruption of our facilities, or any of the governmental authorities. The time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

PATENTS: We agree to indemnify you against any charge of infringement of any presently issued apparatus patent by reason of the use or resale of the equipment sold to you under this contract; provided however, that:

A. Such charge relates exclusively to something which we designed or selected, and
B. Such charge does not arise as a result of any modification of the equipment by you or the combination thereof of you with equipment furnished by others, and
C. We are notified in writing immediately upon receipt of such charge, and
D. We are given absolute control of the defense and the right to defend or settle such charge, and
E. We are allowed to make such changes in the equipment as we deem necessary for the purpose of avoiding infringement.

CLAIMS: Claims for errors or shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment. Claims shall be confirmed in writing. Buyer shall immediately inspect the equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or nonconformance unless notified thereof by Buyer within twenty (20) days after Buyer's receipt of equipment. Modifications to the equipment furnished by Lakeside to meet OSHA or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the order. LAKESIDE EQUIPMENT CORPORATION assumes no responsibility for any costs, direct or indirect, resulting from disapproval of our tender by the owner.

TRANSPORTATION EXPENSE: Unless otherwise noted, the prices shown in this proposal include freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense. In order for our company to insure delivery, it is agreed by you and our company that you will provide us with an access road to and from the job site, which road is capable of supporting our trucks. The responsibility for the protection of equipment will be yours after it is delivered to the job site. Damage to the equipment after delivery which is caused by vandalism, the elements or otherwise, will be your responsibility and not that of our company.

LIABILITY: It is expressly understood that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

LIQUIDATED DAMAGES: If awarded this contract, we will diligently prosecute the engineering and fabrication of the proposed equipment; however, we are unable to accept any liquidated damages or penalty clauses for failure to complete shipment as designated in this proposal.

INSTALLATION REPRESENTATIVE: At your request, and subject to our option and availability of personnel at time of requirement, we will provide the services of a competent person to advise you concerning the installation of the equipment covered by this proposal. These services are not supervisory but are advisory only, and are offered subject to the express understanding that our function and responsibility is limited to interpretation of assembly drawings and identification of materials for their proper location in the equipment or system layout. These services are offered on a "no risk" basis by Lakeside Equipment Corporation.

In payment for such services, you will reimburse us at the current rate for each normal working day, or fraction thereof, that such person is absent from our plant on your business. The normal working day shall be eight (8) hours, between 8:00 AM and 4:30 PM, Monday through Friday, exclusive of holidays. All services performed by our representative at your request in addition to a normal working day, as herein defined, shall be classified as overtime work. If circumstances dictate that our representative shall work exclusively during hours other than those of the normal working day, arrangements can be made. The day rate is subject to change to the rate in effect at the time representative is furnished. You will also reimburse us for all transportation and living expenses incurred by our representative while absent from our plant on your business.

LAKESIDE
EQUIPMENT CORPORATION
Water Purification Since 1928

1022 E. Devon Avenue | P.O. Box 8448 | Bartlett, IL 60103
T: 630-837-5640 | F: 630-837-5647 | E: sales@lakeside-equipment.com
www.lakeside-equipment.com

DATE: February 23, 2022

SUBJECT: Bentonville, AR
Lakeside Type W Grit Classifier with Cyclone Bid

BID DATE: February 28, 2022

To Whom It May Concern:

Clarifications / Exceptions:

Section 2, item 8- Indemnification: On advice of legal counsel we cannot accept contracts that contain an indemnity clause, as it places liability on Lakeside for situations over which we have no control. Therefore, we request this item be deleted and replaced with the following:

Vendor shall furnish evidence to the contractor that with respect to accomplishing the work in the agreement, it carries contractual liability insurance in the amounts specified in the attached ACORD certificate of liability insurance. The Vendor shall maintain the insurance policies for the life of the contract.

We assure you that patent infringement is not an issue for this equipment.

With regard to insurance requirements, our standard ACORD Certificate of Liability provided included in our support documents have been acceptable for Lakeside as an equipment supplier on similar projects. Upon request we can add the City of Bentonville as additional insured and certificate holder for the City of Bentonville, Arkansas Water Resource Recovery Facility project. We cannot provide further endorsements or amounts higher than that shown on the standard certificate. (Our carrier does not allow waiver of subrogation.)

Section 2, Item 9 – Damages: We ask that it is recognized that we are an equipment supplier only and therefore any damages that occur at the job site are beyond our control and not to be assessed to Lakeside.

Section 2, Item 17; Section 3 Item 2 - Term/Delivery: Lakeside is an equipment manufacturer of specialized equipment. Our equipment is built based on approved submittals and not of a "stock nature". Therefore, the request of delivery "within 30 day(s) from receipt of the City's Purchase Order is not feasible. A submittal package will be offered with in 6-8 weeks of the receipt of a Purchase order or Notice of Award and delivery will be scheduled 18-20 weeks after the receipt of approved submittals with release to fabricate. If the submittal process is waived, then delivery will be 18-20 weeks from the Notice of Award.

Section 2, Item 18 – Subcontractors: Lakeside Equipment is an equipment manufacturer and supplier NOT a subcontractor and therefore these sections do not apply.

Section 4, Item 1 - Specification Line Number 3 - Labor: City or contractor at the job site will be responsible for all labor required for delivery and installation of the equipment.

Section 4, Item 1 - Specification Line Number 16; Section 4 Item 3 - Warranty: Based on our interpretation of the specifications, our offer included the cost of our standard parts and materials only GIL 91W-D Warranty for one (1) year from the date of start-up or beneficial use but not to exceed 18 months from the date of shipment.

CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: FEBRUARY 6, FEBRUARY 13

NOTICE TO BIDDERS

ONE GRIT CLASSIFIER, COMPLETE WITH CYCLONE, AS SPECIFIED

Invitation For Bid (IFB)-22-24

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of one (1) Grit Classifier, complete with Cyclone, as specified, for the City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF). The Unit will be delivered to the WRRF Facility, located in Bentonville, Arkansas. The delivered product(s) shall be warrantied for at least twelve (12) months from installation inspection and start-up.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

All Bids must be accompanied by a Bid Guarantee in the form of a Bid Bond, certified check, or cashier's check in the amount of $500.00 (five-hundred dollars), payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract if selected for award. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to honor the submitted bid and execute the Contract (when applicable). Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate Bid Bond. The Bid Bond shall be in accordance with the requirements contained in the Bidding Documents for this Bid.

The City of Bentonville encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

There will be a Public Bid Opening for IFB-22-24 held at 2:30pm on Monday, February 28, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, unsigned Submissions and Submissions which do not contain the required Bid Bond will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is February 22, 2022, at 4:00pm.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this Bid proposal including specifications, conditions and pertinent information regarding the articles being Bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Lakeside Equipment Corporation **Phone Number:** 630-837-5640

Business Address (Full Street/City/State/Zip): 1022 E. Devon Ave. PO BOX 8448, Bartlett, IL

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): X **Yes** __ **No**

Name of Contact Person: Jim Aitkenhead **Email:** jra@lakeside-equipment.com

Signature of Authorized Person: James Aitkenhead **Date:** 2-24-2020

Printed or Typed Name: James R. Aitkenhead **Title:** Regional Sales Manager

Arkansas Contractors License Number: N/A **(NOT REQ'D UNLESS SPECIFIED)**

Sales or Use Tax ID Number: 36-1358760

Bid Bond Included: X **Yes** ___ **No (only required if specified in this IFB Document)**

[This space has been intentionally left blank]

B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

___Performance and Payment Bond Required _X_Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified or if allowance of a substitute is possible due to existing equipment and/or operations. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101.

13. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and/or are approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid. No conditional bids will be accepted.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

[This space has been intentionally left blank]

16. PRE-BID MEETING

There will be a mandatory pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document.

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)

__In Person __Zoom or Other Virtual Method

__Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)

__In Person __Zoom or Other Virtual Method

_X_No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

17. TERM

The Section with an "x" mark below shall apply to this Invitation for Bid.

__Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be___year(s) renewable annually upon mutual written agreement for a maximum term of ___years.

_X_Single Purchase (for an item(s) ordered at one time)

The awarded Bidder will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of one (1) Grit Classifier, complete with Cyclone, as specified, for the City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF). The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

__Multiple Purchase/Pricing Agreement (for items ordered at various times)

The awarded Bidder will receive Purchase Orders from the City of Bentonville for the purchase and delivery of the quantities specified in the Purchase Order.

18. SUBCONTRACTORS

If Bidder intends to subcontract portions of the work, the work being subcontracted and the subcontractor being proposed to perform the work must be disclosed in the Bidder's Bid Submission. The City reserves the right to apply all Bid evaluation factors to any proposed subcontractors and to use that information to determine the qualifications of a subcontractor and their suitability to perform the work to the City's specifications/standards.

Bidders must be knowledgeable of and comply with all state, local and federal laws concerning subcontractors performing work for municipal (governmental) projects.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall deliver one (1) Grit Classifier, complete with Cyclone, as specified, for the City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF).

The Grit-Cyclone shall be shipped to the City as a unit.

This Invitation for Bid does not include a control panel for the unit; no control panel will be needed for this unit.

Bids submitted must include one (1) day on-site start-up and inspection, and all transportation/shipping costs as well as all other costs to the City of Bentonville.

The delivered units shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable, shall be complete with all owner/user manuals and tools that are standard to be delivered with the unit.

2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or deliver the item(s) or services, or complete services, within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): ___March 22________________

Delivery/Work-Site Address:_____1901 NE A Street Bentonville, AR _________________________

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__**One-Time Order Item(s) Delivery Specified Date(s)**

City's Specification:

One-Time Order: All item(s) shall be delivered **within** 30 day(s) from receipt of the City's Purchase Order.

Bidder Response: __AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

One-Time Order: All item(s) shall be delivered within _____day(s) from receipt of the City's Purchase Order.

Additional Alternate Delivery Notes (optional field): See Attached Clarifications/ Exceptions

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	Trough shall be fabricated with ¼-inch (one-quarter inch) 304 stainless steel plate, with 12-gauge (twelve) cyclone inlet housing, 4-inch (four) outlet connection, 2-inch (two) drain connection, external mounted lower bearing and an adjustable overflow weir. Support frames shall set the screw conveyor at a minimum of 16 degree (sixteen degree) angle. Trough can not exceed 32-inches (thirty-two) in width at it widest point.	X	
10	Cyclone shall complete with a fabricated carbon steel housing, replaceable neoprene liners, nihard vortex finder, 4-inch diameter flanged inlet connection, 6-inch (six) diameter flanged overflow connection, quick release hinge/disconnect clamp between the apex and lower cone section, inlet pressure gauge and supports for mounting to classifier.	X	
11	All ferrous metal parts above and below the water level will be grit blasted and receive a shop coat of Tnemec #69. Aluminum, stainless steel will not be shop painted. Motors and reducers will receive a shop coat of machinery enamel.	X	
12	Grit-cyclone shall be shipped as a unit.	X	
13	No control panel will be need for this unit.	X	
14	Awarded bidder shall furnish (2) O&M manuals as well as an electronic copy.	X	
15	Bidder shall include (1) day start-up and inspection in cost. Price should include shipping to job site.	X	
16	Warranty for product shall be at a minimum of 12 months after installation inspection and start-up.	See Attached Clarifications/ Exceptions	

2. PRE-BID MEETING ATTENDENCE (REQUIRED RESPONSE ONLY WHEN APPLICABLE)
Indicate below if Bidder attended the Pre-Bid Meeting for this Invitation for Bid.

_NA_Yes, attended the Pre-Bid Meeting _NA__No, did not attend the Pre-Bid Meeting

SECTION 5: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	JRA
Appendix A: Vendor Disclosure	JRA
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** **DATE OF ISSUANCE** ______ ______ ______ ______ ______ ______ ______ ______ ______ ______	______

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
1	1	One (1) Grit Classifier, Complete, with Cyclone, As Specified. **Bidder: Mark here if as specified** ___	$ 55,087.00	$ 55,087.00
SALES TAX (9.5%-the City is not exempt from Sales Tax)		See Attached Clarification/Exceptions $ 5,233.27 - to be paid to appropriate taxing authority		
TOTAL BID PRICE (Stated in figures)		$ Fifty Five Thousand Eighty Seven **and 00/100**		

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has reviewed all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Lakeside Equipment Corporation By (Authorized Person's Signature): James Aitkenhead
State of IL

Printed Name and Title: James R Aitkenhead, Regional Sales Manager

Date: 2-24-2022

*If Bidder is a corporation, indicate state of incorporation under the Firm's Signature, and if a partnership, give full names of all partners.

be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

   The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evidence on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

6. **ACCEPTANCE OF OFFER:** The submitted Bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Notice of Award, Contract or other contractual or otherwise binding document.

   Bidder's accept all terms and conditions herein upon submission of their signed Bid.

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than ninety (90) days from the Bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. Any request for time extension must be in writing and approved by the City's authorized representative.

    All deliveries shall be FOB Destination to the location listed on the purchase order , contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

APPENDIX A
VENDOR DISCLOSURE

Responses to the City of Bentonville, AR Bid Documents:

The following items require clarification or exception:

<u>Section 2, item 8- Indemnification:</u> On advice of legal counsel we cannot accept contracts that contain an indemnity clause, as it places liability on Lakeside for situations over which we have no control. Therefore, we request this item be deleted and replaced with the following:

> ***Vendor shall furnish evidence to the contractor that with respect to accomplishing the work in the agreement, it carries contractual liability insurance in the amounts specified in the attached ACORD certificate of liability insurance. The Vendor shall maintain the insurance policies for the life of the contract.***

We assure you that patent infringement is <u>not</u> an issue for this equipment.

With regard to insurance requirements, our standard ACORD Certificate of Liability provided included in our support documents have been acceptable for Lakeside as an equipment supplier on similar projects. Upon request we can add the City of Bentonville as additional insured and certificate holder for the City of Bentonville, Arkansas Water Resource Recovery Facility project. We <u>cannot</u> provide further endorsements or amounts higher than that shown on the standard certificate. (Our carrier does not allow waiver of subrogation.)

<u>Section 2, Item 9 – Damages:</u> We ask that it is recognized that we are an equipment supplier only and therefore any damages that occur at the job site are beyond our control and not to be assessed to Lakeside.

<u>Section 2, Item 17; Section 3 Item 2 - Term/Delivery:</u> Lakeside is an equipment manufacturer of specialized equipment. Our equipment is built based on approved submittals and not of a "stock nature". Therefore, the request of delivery "within 30 day(s) from receipt of the City's Purchase Order is not feasible. A submittal package will be offered with in 6-8 weeks of the receipt of a Purchase order or Notice of Award and delivery will be scheduled 18-20 weeks after the receipt of approved submittals with release to fabricate. If the submittal process is waived, then delivery will be 18-20 weeks from the Notice of Award.

<u>Section 2, Item 18 – Subcontractors:</u> Lakeside Equipment is an equipment manufacturer and supplier NOT a subcontractor and therefore these sections do not apply.

<u>Section 4, Item 1 - Specification Line Number 3 - Labor:</u> City or contractor at the job site will be responsible for all <u>labor</u> required for delivery and installation of the equipment.

<u>Section 4, Item 1 - Specification Line Number 16; Section 4 Item 3 - Warranty:</u> Based on our interpretation of the specifications, our offer included the cost of our standard parts and materials only GIL 91W-D Warranty for one (1) year from the date of start-up or beneficial use but not to exceed 18 months from the date of shipment. No labor is included. Lakeside will furnish but not install replacements for such parts as it finds to have been defective.

<u>Section 6- Bid Pricing - Taxes:</u> We are not authorized to collect taxes in the state of Arkansas, and therefore ask you to arrange payment directly to the appropriate taxing authority.

Agenda Item Form

Date of Utility Board Meeting	**4/5/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**(479) 696-0273**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☑ Informational	☑ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

A Bid Waiver for repair of 88hp pump for the McKissic lift station in the amount of $35,978.41. The cost of a new 85 hp pump is quoted to be $81,250.00 with a 12-16 week lead time.
This particular piece of equipment is currently in the repair shop and has already been diagnosed, it would not be feasible to put this equipment back together and send it to another repair shop. Doing this process would just add more cost to the repair.

Estimated Cost	**$35,978.41**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Waiver of Bid Request

Date of Utility Board Meeting	**4/5/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**479-696-0273**

Vendor	**JCI Industries, Inc.**
Total Cost	**$35,978.41 taxes included**

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Repair of 88hp pump for McKissic Lift station. The repair of this piece of equipment is $35,978.41, this unit also priced new at a cost of $81,250.00.

Justification *(Enter justification in space below):*

This pump is already in the shop and has been dis-assembled to diagnose the issues, it would not be feasible to put the pump back together and send to another repair shop.

MEMO

To: Utility Board Members

CC: Mike Bender/Preston Newbill

From: Chris Earl, WRRF Manager

UB Meeting Date: April 5, 2022

Re: Staff is requesting a waiver of bid for the repair of an 88 hp pump for our McKissik lift station. The repair cost is quoted at $35,978.41. The cost of a new 85 hp pump is quoted to be $81,250.00 with a 12-16 week lead time.
This particular piece of equipment is currently in the repair shop and has already been diagnosed, it would not be feasible to put this equipment back together and send it to another repair shop. Doing this process would just add more cost to the repair.

Thank you for your consideration of this request.

JCI Industries, Inc.
2701 North Dixieland Road
Rogers, AR 72756
Tel: 479-636-1261
www.jciind.com

Friday, March 18, 2022

Bentonville AR, City of - WWTP
117 West Central
Bentonville, AR 72712

Phone: 479-271-3161
Fax: 479-271-3163

Attention: Josh Epling

Subject: FLYGT 3300 PUMP REPAIR (McKissic)

Quotation #: 0795537233K_R
Please refer to this number when ordering

Josh Epling:

We are pleased to respond to your request for quotation with the following items. Please reference our quotation number on all related correspondence. If you have any questions or need additional information please give Jason or myself a call.

Best regards,

Kelsie Roberts

Kelsie Roberts
Customer Service
JCI Industries, Inc.

Jason Rector

Jason Rector
Sales Engineer
JCI Industries, Inc.

JCI Industries, Inc.
2701 North Dixieland Road
Rogers, AR 72756
Tel: 479-636-1261
www.jciind.com

Friday, March 18, 2022

Quote #: 0795537233K_R

Item	Description	Qty	Unit Price	Subtotal
1.00	**REPAIR OF FLYGT 3300 PUMP** No nameplate Flygt The following work will be completed: 1. Clean, disassemble and inspect 2. Replace the following purchased parts: -Impeller - Stationary Wear Ring - Volute - Cable - Cable Grommets - Mechanical seals - Bearings - O-rings 3. Assemble and Test	1	$32,857.00	$32,857.00
2.00	**Adder for Taxes**	1	$3,121.41	$3,121.41

Subtotal	$35,978.41
Total	**$35,978.41**

Terms & Conditions

Lead Time	2 Weeks After Receiving Order	**Payment Terms**	Net 30
Shipping Method	Best Way	**Shipping Terms**	Prepaid and Added to Invoice
F.O.B.	Warehouse	Due to current market conditions, please confirm pricing at point of order.	

JCI Industries, Inc.
2701 North Dixieland Road
Rogers, AR 72756
Tel: 479-636-1261
www.jciind.com

Standard Terms of Sale

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal, or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components, or products in their entirety. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse, or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
12. Credit Approval: If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable for of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
13. Back Charges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements, or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

JACK TYLER ENGINEERING, INCORPORATED

6301 S UNIVERSITY AVENUE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 FAX (501) 562-4273 WATTS 1-800-562-2296

QUOTATION NUMBER: SJ31622A Rv1 **QUOTATION DATE:** March 17, 2022 **PAGE:** 1 **OF** 2

TO: City of Bentonville, AR
McKissic Pump Station

COPIES: Stephen Eoff
James Spann
Cory Gray

ATTN: Joshua Epling

Phone: 479-696-0296
Email: jepling@bentonvillear.com

ITEM 1: McKissic Pump
Xylem FLYGT model NP3301.185-0126 – NP464-6 85/460/3 50' FLS FV submersible pump with N impeller technology, 85HP 460 volt three phase motor suitable for inverter service, 50ft of cable, Flygt Leak Sensor, drilled and tapped for a Mix/Flush Valve. Includes MiniCAS and socket.

PRICE EACH...$ 81,250
DELIVERY: 12-16 Weeks, ARO
FOB POINT: Shipping Point; Standard Freight and Bentonville (9.5%) Sales Tax Included

*****NOTE: FREIGHT CHARGES AND ANY APPLICABLE SALES TAXES ARE NOT INCLUDED IN QUOTED PRICE.**

Thank you for the opportunity to quote on your requirements. If we may be of further assistance, please do not hesitate to contact me at scott@jteng.com or 479-806-8970.

Very truly yours,

JACK TYLER ENGINEERING, INCORPORATED

Scott Jones
Senior Sales Representative

JACK TYLER ENGINEERING, INCORPORATED
6301 S UNIVERSITY AVE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

STATEMENT OF TERMS AND CONDITIONS

TERMS/PAYMENTS: Our terms of payment are net cash 15 days from date of the invoice subject to Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16% on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.

SHIPMENT: The date of shipment is subject to our receiving your order with complete information at our office, final approval of any prints or drawings as may be required, credit approval, and the acceptance of your order by the company. Freight Charges are not included in the quoted price.

EXPIRATION: Quotation expires 30 days from the date of proposal and, in the interim, is subject to change without notice.

TAXES: Unless otherwise stated in the proposal, the prices quoted herein are exclusive of all sales, use and similar taxes and, wherever applicable, such taxes will be added to the invoice as separate items.

SPECIAL NOTE:

THIS PROPOSAL IS BASED ON CURRENT PRICES. EQUIPMENT IS SUBJECT TO THE SAME PERCENTAGE INCREASE AS MADE BY OUR SUPPLIERS AND THE INVOICE WILL REFLECT PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS SPECIFICALLY EXCEPTED. WE WILL NOT ACCEPT RETAINAGE ON ANY OF OUR INVOICES!

***** A $50.00 minimum order charge will apply *****

WARRANTY:

"The products sold by Jack Tyler Engineering, Inc. hereunder are manufactured by others, and the only warranties that apply to these products are those of the manufacturer of the products which can be passed on by Jack Tyler Engineering, Inc. to its customers. No other warranty of any kind is given in connection with the sale of any of the above products, and JACK TYLER ENGINEERING, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RESPECTING THESE PRODUCTS. Jack Tyler Engineering, Inc. shall not be liable in connection with the sale of the above products for any incidental or consequential damages of any kind."

An electronic copy of the latest version is available online at www.jteng.com.

THE CITY OF BENTONVILLE

Agenda Item Form

Date of City Council Meeting	**4/12/2022**
Department	**Water Department**
Submitted by	**Kevin Alsup**
Phone	**479-271-3140**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Ordinance for a Waiver of Bid to Superior Auto Group in the amount of $61,775.00 for the puurchase of one (1) 2022 Ram 5500 cab and chassis, waiving the requirement of competitive biding due to current supply shortages, a previously unsuccessful bid solicitation, and a price match to the recently solicited IFB-22-34 bid.

Estimated Cost	**$61,775.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Memo

To: Bentonville Utility Board

From: Kevin Alsup

cc: Preston Newbill, Mike Bender

Date: April 5, 2022

Re: Ram 5500 Cab and Chassis

Staff is asking for a bid waiver for the purchase of (1) replacement Ram 5500 cab and chassis for $61,775. Water Utilities sent out a request for bid on January 10th, 2022 for this type of cab and chassis, no bids were turned in at that time.

Electric Department sent out their bid on this same type of truck on March 8th, 2022 in which Superior Dodge was the only bidder on it at that time. Superior Dodge currently has one more of these units sitting on their lot. They are willing to honor the bid price given to the Electric Department for the other unit.

With the current supply shortage, we feel this is the best option to fulfill the Water Department's needs. This cab and chassis will have a dump bed added at a future date to complete this truck.

This is a budgeted item.

Waiver of Bid Request

Date of Utility Board Meeting	4/12/2022
Department	Water Utilities
Submitted by	Kevin Alsup
Phone	(479) 271-3140

Vendor	Superior Dodge Chrysler Jeep Ram NW Arkansas	
Total Cost	$	61,775.00

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Water Utilites is requesting to purchase (1) 2022 Ram 5500 cab and chassis 4X4 for $61,775.00 from Superior Auto Group. This is a replacment cab and chassis truck that will have a dump bed added at a future date to complete this truck. This will be a budgeted item.

Justification *(Enter justification in space below):*

Water Utilities sent out a request for bid on January 10, 2022 for this type of cab and chassis, no bids were turned in at that time. The Electric Department sent out bid IFB-22-34 for the same type of truck with bids opened on March 8, 2022; they received one bid from Superior Auto Group. Superior currently has one more of these units sitting on their lot and has agreed to match the IFB-22-34 price. Due to the current supply shortage for these types of trucks, and since the Water Department has solicited for this truck previously with no bids received, and since Superior is willing to match the price of a recently submitted bid, it is not practical to solicit competive bids again.

SUPERIOR DODGE CHRYSLER JEEP RAM OF NO
504 HWY 412 BYPASS E
SILOAM SPRINGS, AR 727614729

Priced Order Confirmation (POC)

Date Printed:	2022-01-25 4:04 PM	**VIN:**	3C7WRNBL4NG186765	**Quantity:**	01
Estimated Ship Date:	2021-12-14 1:58 AM	**VON:**	50998102	**Status:**	KZ - Released by plant and invoiced
Date Ordered:	2021-09-15 12:14 PM	**Ordered By:**	S72591O	**FAN 1:**	[redacted]
				FAN 2:	
				Client Code:	
				Bid Number:	
				PO Number:	

Sold to:
SUPERIOR DODGE CHRYSLER JEEP RAM OF NORTHWEST ARKANSAS (60022)
504 HWY 412 BYPASS E
SILOAM SPRINGS, AR 727614729

Ship to:
SUPERIOR DODGE CHRYSLER JEEP RAM OF NORTHWEST ARKANSAS (60022)
504 HWY 412 BYPASS E
SILOAM SPRINGS, AR 727614729

Vehicle: **2022 5500 REG CAB CHASSIS 4X4 (168.5 in WB - CA of 84 in) (DP0L64)**

	Sales Code	Description	MSRP(USD)
Model:	DP0L64	5500 REG CAB CHASSIS 4X4 (168.5 in WB - CA of 84 in)	47,140
Package:	2YA	Customer Preferred Package 2YA	0
	ETN	6.7L I6 Cummins Turbo Diesel Engine	8,995
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,000
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	3AH	Price Protection - Code H	0
	XHC	Trailer Brake Control	370
	TBB	Full Size Spare Tire	395
	NAS	50 State Emissions	0
	LBN	Power Take Off Prep	345
	A61	Tradesman Level 1 Equipment Group	1,045
	AHD	Heavy Duty Snow Plow Prep Group	495
	ACL	DOT Certified Roadside Safety Kit	195
	4NU	Vehicles Invoiced Through Mexico Sys	0
	4FM	Fleet Option Editor	0
	3GC	Fleet Incentive Waiver	0
	2SQ	FCA Fleet Powertrain Care	0
	YGL	6 Additional Gallons of Diesel Fuel	0
	4FT		0
	5T6	December Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	5XV	Off Invoice Tracking	0
	5XA	All Inclusive VIP Program	0
	4WA	Misc Commercial Account	0
Destination Fees:			1,795
		Total Price:	61,775

Order Type:	Fleet	**PSP Month/Week:**	
Scheduling Priority:	1-Sold Order	**Build Priority:**	01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

RAM

2022 MODEL YEAR
RAM 5500 CHASSIS
TRADESMAN REG CAB 84"C/A 4X4

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $47,140

RAM 5500 REG CAB CHASSIS
Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Color
Interior: Heavy-Duty Vinyl 40 / 20 / 40 Split Bench Seat
Engine: 6.7L I6 Cummins Turbo Diesel Engine
Transmission: 6-Speed Automatic Aisin AS69RC HD Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
- Advanced Multistage Front Air Bags
- Job Rated
- Anti-Spin Differential Rear Axle
- Manual Shift-On-The-Fly Transfer Case
- Electronic Stability Control
- Stationary Elevated Engine Idle
- Upfitter Electronic Module (VSIM)
- Anti-Lock 4-Wheel Disc Brakes
- 730-Amp Maintenance-Free Battery
- 180-Amp Alternator
- Rear Heavy-Duty Stabilizer Bar
- Push-Button Start
- Sentry Key® Theft Deterrent System
- Speed Control
- Active Grille Shutters
- Automatic Headlamps
- Low-Beam Daytime Running Headlamps
- Power Accessory Delay
- Dash Pass-Thru Wire Circuits
- 52-Gallon Rear Fuel Tank

INTERIOR FEATURES
- Uconnect® 3 with 5-Inch Touch Screen Display
- Integrated Voice Command with Bluetooth®
- Full Function Media Hub with 2-USB Plus Aux Port
- Remote USB Port -- Charge-Only
- Instrument Panel Mounted Auxiliary Switches
- 12-Volt Auxiliary Power Outlet
- Air Conditioning
- 40 / 20 / 40 Split Bench Seat
- Behind the Seat Storage / Bin
- Tilt Steering Column
- Passenger-Side Sun Visor with Mirror
- Rear-View Day / Night Mirror
- Driver / Passenger Assist Handles
- Black Vinyl Floor Covering
- Global Telematics Box Module (TBM)
- SiriusXM Guardian™ Connected Service w/Trial Period
- Front Height-Adjustable Shoulder Belts

EXTERIOR FEATURES
- 19.5-Inch x 6.0-Inch Steel Wheels
- 7-Pin Trailer Wiring Harness
- Folding Trailer-Tow Mirrors
- Clearance Lamps
- Tow Hooks
- Tinted Windshield Glass
- Tinted Glass Windows

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 2YA	
DOT Certified Roadside Safety Kit	$195
Heavy-Duty Snow-Plow Prep Group	$495
Tradesman Level 1 Equipment Group	$1,045
Power Black Trailer-Tow Mirrors	
Remote Keyless-Entry	
Speed-Sensitive Power-Locks	
Power Windows with Front One-Touch-Down Feature	
6-Speed Automatic Aisin AS69RC HD Transmission,	$1,000
6.7L I6 Cummins Turbo Diesel Engine	$8,995
Power Take-Off Prep	$345
Full-Size Spare Tire	$395
Trailer Brake Controller	$370
Trailer Light Check	
Destination Charge	$1,795

TOTAL PRICE: * $61,775

WARRANTY COVERAGE
5-year or 100,000-mile Powertrain Limited Warranty
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5YEAR/100,000MILE
POWERTRAIN WARRANTY

EPA DOT **Fuel Economy and Environment**

Fuel Economy
N/A
combined city/hwy city highway
N/A gallons per 100 miles

Heavy duty vehicle, no label required.

You **spend**
N/A
in fuel costs over 5 years
compared to the average new vehicle.

Annual fuel **cost**
N/A

Fuel Economy & Greenhouse Gas Rating (tailpipe only)
1 10 Best

Smog Rating (tailpipe only)
1 10 Best

fueleconomy.gov
Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS
This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

MOPAR. VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

1/25/2022

Assembly Point/Port of Entry: SALTILLO, MEXICO S.L. SHIP TO. SOLD TO:
VIN: 3C7-WRNBL4NG-186765 L4-VON: 8102 1220-3

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

its

THE CITY OF BENTONVILLE

Agenda Item Form

Date of City Council Meeting	**4/12/2022**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☑ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

A resolution awarding bid 22-29 for the purchase of the steel for the "I" Sub expansion in the amount of $103,940 plus tax and bid 22-30 for the purchase of relay panels for the "I" Sub expansion in the amount of $150,075.00 plus tax and authorizing a budet adjustment.

Estimated Cost	**$254,015 plus tax**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*** **:**

Equipment needed for the expansion of "I" Sub. Long lead times necessitate the need to order now.

www.bentonvillear.com

PLEASE RECYCLE

M E M O R A N D U M

DATE: April 12, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Bid Award 22-29 & 30, and a Budget Adjustment - Substation I Steel and Relay Panels**

Electric Dept. staff recommends awarding bid 22-29 for the Substation "I" steel to Southland Grid Structures, LLC for $103,940.00 plus tax and bid 22-30 for the Substation "I" relay panels to Premier Control Systems, LLC for $150,075.00 plus tax. The steel is needed for the new breakers and connection to the second transformer, and new relay panels are needed to communicate with the new breakers that will be installed with the expansion.

The costs will be covered by a budget adjustment out of reserves.

Budget Adjustment Request

Date of City Council Meeting	4/12/2022
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment *(Enter purpose in space below):*

Budget adjustment to use $278,146.43 from reserves to purchase steel and relay panels for the expansion of Substation "I". These are a long lead time item and need to be ordered at this time. The total price include sales tax.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	47310	Improvements Other - Electric		$ 278,146.43
		Totals	$ -	$ 278,146.43
		Net Impact on Fund Balance	$	(278,146.43)

*Final Account Number will be determined by Accounting Department after approval and purchase

www.bentonvillear.com

PLEASE RECYCLE

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	21-Mar-22	Time of Bid Opening:	1:00PM	Solicitation ID Number:	IFB-22-29	
Solicitation Title: ELECTRIC SUBSTATION STEEL ITEMS						
BIDDERS:	DIS-TRAN STEEL, LLC	SOUTHLAND GRID STRUCTURES, LLC	NA	NA	NA	NA
Total Bid Price	$128,915.00	103,940.00				

purchasing@bentonvillear.com - (479) 271-3115

CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: FEBRUARY 27, 2022

NOTICE TO BIDDERS

ELECTRIC SUBSTATION STEEL ITEMS, AS SPECIFIED OR EQUIVALENT, DELIVERED

Invitation For Bid (IFB)-22-29

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of various Electric Substation Steel Items, As Specified, or Equivalent, Delivered to the City of Bentonville, Arkansas prior to August 1, 2022.

All materials awarded to the Awarded Bidder must be delivered prior to payment being processed.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

The City of Bentonville encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

There will be a Public Bid Opening for IFB-22-29 held at 1:00pm on Monday, March 21, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions or unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

Electronic or emailed Bid Submissions will not be accepted. Submissions must hard copies sealed and delivered as stated in this Advertisement.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is March 15, 2022, at 12:00pm.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-29	**Date of Issuance:**	FEBRUARY 27, 2022
Description:	Electric Substation Steel Items, As Specified, or Equivalent, Delivered		
Requesting Department:	City of Bentonville Electric Utility Department		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	NO BID BOND REQUIRED FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**MARCH 21, 2022 at 1:00 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	**MARCH 15, 2022 - 12:00 P.M. CST**
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this Bid proposal including specifications, conditions and pertinent information regarding the articles being Bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Southland Grid Structures, LLC **Phone Number:** 985-241-9880

Business Address (Full Street/City/State/Zip): 13040 Foulks Lane Amite, LA 70422

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): X **Yes** __ **No**

Name of Contact Person: Steve Chvatal **Email:** sales@gridstructures.com

Signature of Authorized Person: [signature] **Date:** 3-18-22

Printed or Typed Name: Steve Chvatal **Title:** National Sales Manager

Arkansas Contractors License Number: ____________ **(Not required unless specified in this document)**

Sales or Use Tax ID Number: 83-2879614

Bid Bond Included: ___ **Yes** X **No (only required if specified in this IFB Document)**

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of various Electric Substation Steel Items, As Specified, or Equivalent, Delivered to the City of Bentonville, Arkansas.

All items must be delivered prior to August 1, 2022.

All items shall be delivered to the City in accordance with this IFB Documents and all attached Appendixes.

Special Note: The Specifications for these items are located in the Appendixes attached

2. REQUIRED RESPONSE DOCUMENTS

The following documents must be complete to provide a complete Bid response package:

- Invitation for Bid (IFB) document, all response fields complete.
- Appendix F, completed

BIDDERS NOTE: NO EMAILED OR ELECTRONIC BID SUBMISSIONS WILL BE ACCEPTED. BIDS MUST BE DELIVERED IN A SEALED ENVELOPE AS SPECIFIED IN THIS INVITATION FOR BID.

3. APPENDIXES

- **APPENDIX A: ESI-0401 EQUIPMENT PLAN (SPECIFICATIONS DOCUMENT)**
- **APPENDIX B: S01-S04-21-11746F (SPECIFICATIONS DOCUMENT)**
- **APPENDIX C: S05-S08-21-11704F (SPECIFICATIONS DOCUMENT)**
- **APPENDIX D: S14-21-11704P STATIC MASTER DETAIL DRAWING (SPECIFICATIONS DOCUMENT)**
- **APPENDIX E: S27-ESI-0512-513 (SPECIFICATIONS DOCUMENT)**
- **APPENDIX F :VENDOR/CONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 60 days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

The City of Bentonville intends to award this Bid at the April 12, 2022 City Council Meeting and issue a Purchase Order on April 13, 2022, if it is determined to be in the City's best interest. This approval and Purchase Order issuance date is not guaranteed.

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

___Bid Bond Required **_X_Bid Bond Not Required for this Solicitation**

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of **NOT APPLICABLE**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 2 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

B. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

4. SPECIFICATIONS

All items shall be delivered as specified in this Invitation for Bid Document and all attach appendixes. Deviations from Specifications or any item(s) proposed to be equivalent or substitute must be noted in the Bid Submission.

3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to include any applicable warranties for the materials/items proposed, in the space provided below:

12 Month Warranty included in the price. 1% of contract value for each additional year.

4. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups. The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

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6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum; Bidders are not required to acknowledge RFI Responses in their Bid Submissions.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS CONTINUED

If no substitute or equivalent item will be accepted by the City due to existing equipment or processes in place, the specified item will have "NO SUB" included. When the City specifies "NO SUB", no substitute or alternate item will be accepted.

8. INDEMNIFICATION

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

9. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

10. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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11. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

12. INVOICING

The awarded Bidder shall provide invoices for the City's review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts, etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

_X__Invoice upon delivery (Payment within 14 days)

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

All materials ordered must be delivered in full (100%) prior to payment being processed.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

13. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

___NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

____

____

2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): ___ April 8_______________

Delivery/Work-Site Address:____Bentonville, AR _________________________

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__**One-Time Order Item(s) Delivery Specified Date(s)**

City's Specification:

One-Time Order (via Purchase Orders): All item(s) shall be delivered **prior to August 1, 2022**.

____

Bidder Response: __AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

One-Time Order (Purchase Orders): All item(s) shall be delivered prior to 8/1/22 or within 168 day(s) from receipt of the City's Purchase Orders

The City will process payment for the item(s) once ALL items within the Purchase Order have been delivered.

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14. TERM

The Section with an "x" mark below shall apply to this Invitation for Bid.

_X_Single Purchase (for an item(s) ordered at one time)

The awarded Bidder will receive a Purchase Order from the City of Bentonville for the one-time purchase and delivery of the item(s), as specified. The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The Scope of work for this Invitation for Bid (IFB) is for the one time purchase and delivery of various Electric Substation Steel Items, As Specified, or Equivalent, Delivered to the City of Bentonville, Arkansas.

All items must be delivered prior to August 1, 2022.

All items shall be delivered to the City in accordance with this IFB Documents and all attached Appendixes.

The delivered items shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable.

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SECTION 4: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
   *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

   Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. All signatures must be by an officer or employee having the authority to bind the company or organization by his/her signature and included with the Bid response.

   Unit price for each unit offered must be provided. The unit price will be presumed correct.

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

   The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evidence on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

6. **ACCEPTANCE OF OFFER:** The submitted Bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Notice of Award, Contract or other contractual or otherwise binding document.

   Bidder's accept all terms and conditions herein upon submission of their signed Bid.

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than ninety (90) days from the Bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

    The City reserves the right to accept or reject any or all Bids or part of Bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation for any reason.

    The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

    The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified herein.

    Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

    In the event of two or more identical low Bids, award will be made to the lowest and most responsible and responsive Bidders as determined by the City through the Bid evaluation process.

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without the written approval of the Purchasing Manager and Finance Director.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these Bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL (OR EQUIVALENT, OR ALTERNATE) is added. However, if a product other than that specified is Bid, it is the Bidder's responsibility to identify such product in their Bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made. The decision to accept a proposed item is solely the City's.

14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. Any request for time extension must be in writing and approved by the City's authorized representative.

    All deliveries shall be FOB Destination to the location listed on the purchase order, contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
    - First to Bidder offering firm prices for full contract period; and
    - Second to Bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.

27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

    1. Termination for Convenience
       In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

    2. Termination for Cause
       Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

3. Termination Due to Unavailability of Funds
   When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

39. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department by emailing purchasing@bentonvillear.com or calling (479) 271-3115.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 5: BID FORM

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such in accordance with the specifications contained herein to deliver the item(s) as specified to the City.

Bid prices shall include all costs, including but not limited to: all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

BID PRICES SHALL NOT INCLUDE SALES TAX. THE CITY OF BENTONVILLE IS NOT EXEMPT FROM SALES TAX, HOWEVER SALES TAX WILL BE CALCULATED AS PART OF AWARD.

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box **SY**- Square Yard **CY**- Cubic Yards

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

BID FORM

Line Item	Item Number *Corresponds with Specifications & Drawings	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price (Unit Price x Quantity)
1	S01	2	STRUCTURE, 15kV DISTRIBUTION STAND (BAY ADDER) **Bidder: Mark here if as specified ___**	$ 9,687.00	$ 19,375.00
2	S02	1	STRUCTURE, 15kV DISTRIBUTION STAND (BAY ADDER WITH BUS TIE SWITCH BRACKET) **Bidder: Mark here if as specified ___**	$ 10,326.00	$ 10,326.00
3	S03	1	STRUCTURE, 15kV DISTRIBUTION STAND (BAY ADDER WITH PT BRACKET) **Bidder: Mark here if as specified ___**	$ 10,673.00	$ 10,673.00
4	S04	1	STRUCTURE, 15kV DISTRIBUTION STAND (WHOLE) **Bidder: Mark here if as specified ___**	$ 16,397.00	$ 16,397.00
5	S05	1	STRUCTURE, 15kV METERING STAND **Bidder: Mark here if as specified ___**	$ 5,256.00	$ 5,256.00
6	S06	1	STRUCTURE, 15kV SWITCH STAND **Bidder: Mark here if as specified ___**	$ 3,642.00	$ 3,642.00
7	S07	4	STRUCTURE, 15kV UNDERGROUND RISER **Bidder: Mark here if as specified ___**	$ 5,306.00	$ 21,223.00
8	S08	1	STRUCTURE, 161kV BUS SUPPORT, 3PH HIGH BUS **Bidder: Mark here if as specified ___**	$ 3,851.00	$ 3,851.00
9	S14	1	STRUCTURE, SHIELD MAST, 65' **Bidder: Mark here if as specified ___**	$ 10,855.00	$ 10,855.00

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

Line Item		Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
10	S27	1	STRUCTURE, MODIFICATION, EXISTING SUB I BUS TIE SWITCH TO VERTICAL MOUNT Bidder: Mark here if as specified ___	$ 2,342.00	$ 2,342.00
TOTAL BID PRICE (Stated in figures)			$ 103,940.00		
TOTAL BID PRICE (Stated in words)			One Hundred Three Thousand, Nine Hundred Forty Dollars and No cents		

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Southland Grid Structures LLC By (Authorized Person's Signature): ________

Printed Name and Title: Steve Chvatal National Sales Manager

Date: 3-18-22

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

[End of Bid Form. Invitation for Bid Document continues on following Appendixes]

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Southland Grid Structures, LLC

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

____

____

____

____

OR

[x] Check this box if you there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

SC Initials

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**21-Mar-22**	**Time of Bid Opening:**	**1:30PM**	**Solicitation ID Number:**	**IFB-22-30**	
Solicitation Title: ELECTRIC SUBSTATION RELAY PANELS						
BIDDERS:	**Premier Control Systems, LLC**	NA	NA	NA	NA	NA
Total Bid Price	**$150,075.00**					

purchasing@bentonvillear.com - (479) 271-3115

PREMIER CONTROL SYSTEMS, LLC
3486 Olympian Offshore Lane | Gray, Louisiana 70359
Tele: (985) 223-1122 Fax: (985) 223-1123
Website: www.premiercontrolsystems.com

March 17, 2022

Reference: City of Bentonville
Bid Number IFB-22-30
Substation I Relay Panels

We are pleased to submit the following Lump Sum proposal to furnish all supervision, labor, tools, material, and construction equipment to complete this project in accordance with your request for the above referenced project.

Proposal Pricing: $150,075.00

The following clarifications are considered part of this proposal and reflect directly on the proposal price.

We appreciate this opportunity to serve your company and look forward to working with you on this and future projects.

Sincerely,

Craig Guidry

Craig Guidry
Office (985) 223-1122 | Email cguidry@premiercontrolsystems.com

PREMIER CONTROL SYSTEMS, LLC
3486 Olympian Offshore Lane |Gray, Louisiana 70359
Tele: (985) 223-1122 Fax: (985) 223-1123
Website: www.premiercontrolsystems.com

Commercial Clarifications

1. Should PCS be awarded this project, fabrication shall take place in Gray, LA.

2. This proposal is based on a forty (40) hour work week, five (5) days per week, eight (8) hours per day.

3. Terms of payment are Net (30) days.

4. Progress payments are as follows: N/A

5. This proposal is based upon current market conditions for labor and material. No provisions have been included for escalation, contingency, or other such costs beyond (60) days following the requested submittal date.

6. This proposal is firm for acceptance for (60) calendar days of the proposal date.

7. This proposal includes state and/or local sales or use taxes.

8. Delivery is included in this proposal. (Per Incoterms 2010) Named destination shall be Bentonville, AR

9. Warranty shall be on workmanship for (1) one year from date of receipt and material is warranted by manufacture of each component used in panel.

10. Cancellation Policy after award of purchase order shall be the following:

- After Order of Major Materials and Receipt of PO– 25%
- After Receipt of Major Materials– 50%
- After Start of Fabrication / Panel Assembly – 100%

11. Delivery shall be (16) weeks after award of purchase order.

12. All above terms are negotiable.

PREMIER CONTROL SYSTEMS, LLC
3486 Olympian Offshore Lane |Gray, LA 70359
Tele: (985) 223-1122 Fax: (985) 223-1123
Website: www.premiercontrolsystems.com

TECHNICAL CLARIFICATIONS

1. All work shall meet specifications as requested.

2. Vendor data is limited to manufacturers cut sheets provided with the equipment. Maintenance Manuals/Operation Manuals shall be provided by others.

3. Testing shall be a point-to-point continuity check out based on final drawings provided by others.

Summary Sheet

City of Bentonville, Arkansas
Bentonville, AR
Miscellaneous Substation Panels

Bid/Job No.: 22034279
Delivery Weeks: 16.00

Item	Qty	Description	Unit Cost	Total Cost
1	1	Panel #1	$ 28,079.00	$ 28,079.00
2	1	Panel #2	$ 32,838.00	$ 32,838.00
3	1	Panel #3	$ 28,241.00	$ 28,241.00
4	1	Panel #4	$ 28,079.00	$ 28,079.00
5	1	Panel #5	$ 32,838.00	$ 32,838.00

Total Project $ 150,075.00

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APPENDIX C

VENDOR-CONTRACTOR DISCLOSURE DOCUMENT

REQUIRED RESPONSE DOCUMENT

THE CITY OF BENTONVILLE

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Premier Control Systems, LLC

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

OR

☑ Check this box if you there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

CM Initials

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this Bid proposal including specifications, conditions and pertinent information regarding the articles being Bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Premier Control Systems, LLC Phone Number: (985) 223-1122

Business Address (Full Street/City/State/Zip): 3186 Olympian Offshore Lane, Gray LA 70359

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): ✓ Yes __No

Name of Contact Person: Craig Guidry Email: cguidry@premiercontrolsystems.com

Signature of Authorized Person: Cassie Martinez Date: March 17, 2022

Printed or Typed Name: Cassie Martinez Title: President

Arkansas Contractors License Number:____________(Not required unless specified in this document)

Sales or Use Tax ID Number: 20-2329025

Bid Bond Included: ___Yes ✓ No (only required if specified in this IFB Document)

[This space has been intentionally left blank]

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Premier Control Systems, LLC
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Premier Control Systems, LLC
INCORPORATED, DULY NOTICED AND HELD ON March 15, 2022,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT Cassie Martinez, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

3-15-22

DATE

PREMIER CONTROL SYSTEMS, LLC
QUALITY ASSURANCE CHECKLIST

QA/QC INSPECTOR ____________________ JOB NO. ____________________

PROJECT MANAGER / ENG. ____________________ PANEL ____________________

CUSTOMER ____________________ LOCATION ____________________

SHOP TECH ____________________ SHIP DATE ____________________

ENCLOSURE

ITEM	INSPECTION			QA INITIALS	DATE	DESCRIPTION
	YES	NCR#	N/A			
1						SUPPORT BRACING HAS BEEN SIZED AND LOCATED AS REQUIRED.
2						MOUNTING BRACKETS HAVE BEEN SUPPLIED, SIZED, AND/OR LOCATED AS REQUIRED.
3						ENCLOSURE DIMENSIONS ARE CORRECT.
4						ENCLOSURE FINISH AND/OR PAINT CORRECT.
5						GAUGE AND TYPE OF MATERIAL USED ARE CORRECT.
6						DOOR CONSTRUCTION IS CORRECT.
7						HOLES PUNCHED IN ENCLOSURE ARE SIZED AND LOCATED AS REQUIRED AND NO SHARP EDGES.
8						COLLARS ARE LOCATED AND SIZED CORRECTLY AND AS REQUIRED.
9						ENCLOSURE HANDLE PROPERLY INSTALLED.
10						DRAWINGS UP TO DATE WITH LATEST REVISION.

X N/A **NCR LIST**

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

X N/A **COMMENTS / NOTES**

PREMIER CONTROL SYSTEMS, LLC
QUALITY ASSURANCE CHECKLIST

QA/QC INSPECTOR		JOB NO.	
PROJECT MANAGER / ENG.		PANEL	
CUSTOMER		LOCATION	
SHOP TECH		SHIP DATE	

MATERIAL PROCUREMENT / RECEIVING

ITEM	INSPECTION			QA INITIALS	DATE	DESCRIPTION
	YES	NCR#	N/A			
1						MATERIAL CHECKED IN PER PURCHASE ORDERS AND ALL MATERIAL REMOVED FROM JOB LOCKER.
2						MISSING/BACKORDERED MATERIAL FORM COMPLETED. (LIST TO BE KEPT WITH MATERIAL AT ALL TIMES)
3						LIST SUBMITTED TO PROJECT COORDINATOR TO VERIFY A PURCHASE ORDER ISSUED.
4						LIST SUBMITTED TO SHIPPING/RECEIVING TO EXPEDITE AND UPDATE SCHEDULED DELIVERIES.
5						MATERIAL RECEIVED DURING FABRICATION CHECKED OFF AND INITIALED BY TECHNICIAN.
6						MATERIAL ADEQUATELY STORED AND LABELED TO PREVENT MIXING OF PRODUCTS.
7						CUSTOMER FURNISHED MATERIAL CHECKED IN AND DISCREPANCIES IMMEDIATELY REPORTED TO PROJECT COORDINATOR.
8						DAMAGED OR INCORRECT MATERIAL RETURNED TO VENDOR VIA SHIPPING / RECEIVING IMMEDIATELY UPON DISCOVERY.

X N/A **NCR LIST**

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

X N/A **COMMENTS / NOTES**

QA/QC INSPECTOR		JOB NO.	
PROJECT MANAGER / ENG.		PANEL	
CUSTOMER		LOCATION	
SHOP TECH		SHIP DATE	

MANUFACTURING / ASSEMBLY - VISUAL INSPECTIONS

ITEM	INSPECTION			QA INITIALS	DATE	GENERAL DESCRIPTION
	YES	NCR#	N/A			
1						ALL NAMETAGS ARE PROPER COLOR AND SIZE.
2						ALL NAMETAGS ARE SQUARE AND LEVEL.
3						ALL NAMETAGS ARE ATTACHED. DOUBLE STICK TAPE ON BACK.
4						ALL TAGS LOCATED AS INDICATED ON DRAWING.
5						NAMETAGS AGREE WITH NAMETAG LEGEND AND ALL SPELLING IS CORRECT.
6						ALL PANEL MOUNT COMPONENTS ARE PROPERLY SUPPORTED AND ASSEMBLED TO PROVIDE EASY SERVICE ACCESS.
7						ALL PART NUMBERS ON COMPONENTS AGREE WITH PARTS LIST NUMBER AND DESCRIPTION.
8						ALL SPARE HOLES AND / OR COUPLINGS PLUGGED.
9						ALL FASTENERS USED TO MOUNT COMPONENTS HAVE LOCKNUTS AND LOCKWASHERS.
10						ALL COMPONENTS ARE PROPERLY TAGGED TO ASSIST IN MAINTENANCE.

X N/A **NCR LIST**

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

X N/A **COMMENTS / NOTES**

MANUFACTURING / ASSEMBLY - VISUAL INSPECTIONS (CONTINUED)

ITEM	INSPECTION	QA	DATE	ELECTRICAL DESCRIPTION

ITEM	YES	NCR#	N/A	INITIALS	DATE	ELECTRICAL DESCRIPTION
1						WIRE DUCT COVERS, DIN RAIL FREE OF BURRS.
2						WIRE DUCT COVERS CUT SQUARE AND MEET ADJACENT WIRE DUCT RUNS.
3						EXPOSED WIRING NEATLY GROUPED AND TY-WRAPS USED.
4						TY-WRAPS AND SADDLES EVENLY SPACED.
5						EXPOSED WIRING HARNESSES ALLOW FOR SERVICABILITY OF COMPONENTS.
6						ALL COMPONENTS MOUNTED SQUARE AND LEVEL.

X N/A **RELAYS**

PART NUMBER	SERIAL NUMBER

X N/A **NCR LIST**

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

X N/A **COMMENTS / NOTES**

PREMIER CONTROL SYSTEMS, LLC

QUALITY ASSURANCE CHECKLIST

QA/QC INSPECTOR		JOB NO.	
PROJECT MANAGER / ENG.		PANEL	
CUSTOMER		LOCATION	
SHOP TECH		SHIP DATE	

MANUFACTURING / ASSEMBLY - FUNCTIONAL INSPECTIONS

ITEM	INSPECTION			QA INITIALS	DATE	ELECTRICAL DESCRIPTION
	YES	NCR#	N/A			
1						DIODE TERMINAL BLOCKS IN CORRECT POSITION IN RELATION TO PROJECT DRAWINGS.
2						POINT TO POINT INSPECTION PERFORMED WITH MULTIMETER.
3						WIRE TERMINATED AS INDICATED ON DRAWING.
4						JUMPER WIRES INSTALLED.
5						END DEVICES TERMINATED WITH CORRECT POLARITY.
6						SHIELD BARS INSTALLED CORRECTLY. (PROTRUDING SIDE FACING FIELD TERMINATION POINT.
7						SOLDER POINTS SECURE AND CLEAN WITH EXCESS SOLDER REMOVED.
8						SHIELD BUSS WIRED TO PANEL GROUND OR SPECIFIED SHIELD TERMINATION POINT.
9						SWITCH / PUSHBUTTON CONTACTS TERMINATED AS PER DRAWINGS.

(CONTINUED ON PAGE 2)

X N/A **NCR LIST (Items 1 thru 9)**

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

X N/A **COMMENTS / NOTES**

MANUFACTURING / ASSEMBLY - FUNCTIONAL INSPECTIONS (CONTINUED)

ITEM	INSPECTION	QA	DATE	ELECTRICAL DESCRIPTION

ITEM	YES	NCR#	N/A	INITIALS	DATE	ELECTRICAL DESCRIPTION
10						RELAYS AND TEST SWITCHES TERMINATED AS PER DRAWINGS.
11						ALL FUSES INSTALLED WITH CORRECT AMPACITY AS PER DRAWINGS.
12						WIRE FERRULES, FORK TERMINALS, RING TERMINALS USED WHERE APPLICABLE.
13						ALL TERMINATION POINTS SECURE (FERRULES AND TERMINALS PROPERLY CRIMPED).
14						TERMINAL BLOCK TERMINATIONS TIGHTENED AND SECURE.
15						WIRING CONTAINS NO SPLICING.
16						RESISTORS MOUNTED ON LIGHT ASSEMBLY.
17						ALL COVERS RELACED AFTER POINT TO POINT INSPECTION.

X N/A — NCR LIST (Items 10 thru 17)

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

X N/A — COMMENTS / NOTES

PREMIER CONTROL SYSTEMS, LLC
QUALITY ASSURANCE CHECKLIST

QA/QC INSPECTOR ______________________ JOB NO. ______________________

PROJECT MANAGER / ENG. ______________________ PANEL ______________________

CUSTOMER ______________________ LOCATION ______________________

SHOP TECH ______________________ SHIP DATE ______________________

PRE-SHIPMENT

ITEM	INSPECTION			QA INITIALS	DATE	DESCRIPTION
	YES	NCR#	N/A			
1						SCHEMATIC DRAWINGS WITH REDLINED CHANGES RETURNED TO PROJECT COORDINATOR.
2						FRONTAL DRAWINGS WITH REDLINED CHANGES RETURNED TO PROJECT COORDINATOR.
3						NAMETAGS AND/OR DETAIL DRAWINGS WITH REDLINED CHANGES RETURNED TO PROJECT COORDINATOR.
4						ALL MANUFACTURERS' DATA FROM COMPONENTS RETURNED TO PROJECT MANAGER.
5						EXCESS FITTINGS AND/OR COMPONENTS RETURNED TO SHIPPING/RECEIVING WITH RETURN REQUISITIONS FOR CREDIT BY RETURNING STOCK OR VENDOR.
6						PCS, AND/OR CUSTOMER'S NAMETAGS ON PANEL FACE.
7						PANEL CLEANED AND FREE OF EXCESS ADHESIVE. TOUCH-UP PAINT APPLIED AS NECESSARY.
8						WIRE MARKERS ALIGNED AND SHRUNK.
9						TY-WRAPS TRIMMED AND BOTTOM OF ENCLOSURE CLEARED OF DEBRIS.

(CONTINUED ON PAGE 2)

X N/A **NCR LIST (Item 1 thru 9)**

NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

X N/A **COMMENTS / NOTES**

PRE-SHIPMENT (continued from Page 1)

ITEM	INSPECTION			QA INITIALS	DATE	DESCRIPTION (continued)
	YES	NCR#	N/A			
10						ALL CIRCUIT BREAKERS PLACED IN "OFF" POSITION.
11						ALL OPEN NCR'S CLOSED.
12						SEL BOOKS PACKED IN PANEL.
13						REFERENCE PICTURES TAKEN.
14						CRATES FABRICATED PER CUSTOMER REQUIREMENTS.
15						PANELS WRAPPED WITH VISQUEEN.
16						PANELS SECURED IN CRATES OR PALLETED BOX.
17						CRATES OR PALLETED BOXES PROPERLY TAGGED PER CUSTOMER REQUIREMENTS. MINIMUM INFORMATION REQUIRED.
18						SHIP LOOSE MATERIAL PROPERLY CRATED (OR BOXED AND PALLETED) AND LABELED. PACKING LIST PROVIDED TO SHIPPING/RECEIVING AND PROJECT MANAGER.
19						DELIVERY/STORAGE SCHEDULE SUBMITTED VIA SPEED MESSAGE TO SHIPPING/RECEIVING AND PROJECT MANAGER.

X N/A			NCR LIST (Item 10 thru 19)	
NCR #	DATE CORRECTED	QA INITIALS	DISCREPANCY	ACTION TAKEN

X N/A	COMMENTS / NOTES

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 60 days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

The City of Bentonville intends to award this Bid at the April 12, 2022 City Council Meeting and issue a Purchase Order on April 13, 2022, if it is determined to be in the City's best interest. This approval and Purchase Order issuance date is not guaranteed.

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

___Bid Bond Required _X_Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of **NOT APPLICABLE**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 2 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

B. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

4. SPECIFICATIONS

All items shall be delivered as specified in this Invitation for Bid Document and all attach appendixes. Deviations from Specifications or any item(s) proposed to be equivalent or substitute must be noted in the Bid Submission.

3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to include any applicable warranties for the materials/items proposed, in the space provided below:

Warranty shall be on workmanship (1) year from shipment date, and will pass along any manufacture warranties on components used in panels.

4. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups. The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

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6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum; Bidders are not required to acknowledge RFI Responses in their Bid Submissions.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS CONTINUED

If no substitute or equivalent item will be accepted by the City due to existing equipment or processes in place, the specified item will have "NO SUB" included. When the City specifies "NO SUB", no substitute or alternate item will be accepted.

8. INDEMNIFICATION

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

9. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

10. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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11. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

12. INVOICING

The awarded Bidder shall provide invoices for the City's review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts, etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

_X__Invoice upon delivery (Payment within 14 days)

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

All materials ordered must be delivered in full (100%) prior to payment being processed.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

13. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

✓NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

____

____

14. TERM

The Section with an "x" mark below shall apply to this Invitation for Bid.

_X_Single Purchase (for an item(s) ordered at one time)

The awarded Bidder will receive a Purchase Order from the City of Bentonville for the one-time purchase and delivery of the item(s), as specified. The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

- **A.** Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The Scope of work for this Invitation for Bid (IFB) is for the one-time purchase and delivery of various Electric Substation Relay Panels, Complete, As Specified, or Equivalent, Delivered to the City of Bentonville.

All items must be delivered prior to August 1, 2022.

All items shall be delivered to the City in accordance with this IFB Documents and all attached Appendixes.

The delivered items shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable.

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2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): ___ April 8_______________

Delivery/Work-Site Address:____Bentonville, AR ________________________

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__One-Time Order Item(s) Delivery Specified Date(s)

City's Specification:

One-Time Order (via Purchase Orders): All item(s) shall be delivered **prior to August 1, 2022**.

Delivery shall be (16) weeks after receipt of Purchase Order

Bidder Response: __AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

One-Time Order (Purchase Orders): All item(s) shall be delivered prior to_______________ or within ____day(s) from receipt of the City's Purchase Orders

The City will process payment for the item(s) once ALL items within the Purchase Order have been delivered.

[This space has been intentionally left blank]

SECTION 4: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
   *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

   Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. All signatures must be by an officer or employee having the authority to bind the company or organization by his/her signature and included with the Bid response.

   Unit price for each unit offered must be provided. The unit price will be presumed correct.

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.

   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

   The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evidence on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

6. **ACCEPTANCE OF OFFER:** The submitted Bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Notice of Award, Contract or other contractual or otherwise binding document.

   Bidder's accept all terms and conditions herein upon submission of their signed Bid.

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than ninety (90) days from the Bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

    The City reserves the right to accept or reject any or all Bids or part of Bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation for any reason.

    The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

    The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified herein.

    Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

    In the event of two or more identical low Bids, award will be made to the lowest and most responsible and responsive Bidders as determined by the City through the Bid evaluation process.

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without the written approval of the Purchasing Manager and Finance Director.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these Bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL (OR EQUIVALENT, OR ALTERNATE) is added. However, if a product other than that specified is Bid, it is the Bidder's responsibility to identify such product in their Bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made. The decision to accept a proposed item is solely the City's.

14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. Any request for time extension must be in writing and approved by the City's authorized representative.

    All deliveries shall be FOB Destination to the location listed on the purchase order, contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS**: If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
    - First to Bidder offering firm prices for full contract period; and
    - Second to Bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS**: By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST**: The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES**: The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.

27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

    1. Termination for Convenience
       In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

    2. Termination for Cause
       Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

3. Termination Due to Unavailability of Funds
   When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department by emailing purchasing@bentonvillear.com or calling (479) 271-3115.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 5: BID FORM

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such in accordance with the specifications contained herein to deliver the item(s) as specified to the City.

Bid prices shall include all costs, including but not limited to: all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

BID PRICES SHALL NOT INCLUDE SALES TAX. THE CITY OF BENTONVILLE IS NOT EXEMPT FROM SALES TAX, HOWEVER SALES TAX WILL BE CALCULATED AS PART OF AWARD.

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box **SY**- Square Yard **CY**- Cubic Yards

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description (Description corresponds with Specifications and Drawings)	Per Unit Price	Extended Price (Unit Price x Quantity)
1	1	RELAY PANEL #1 Bidder: Mark here if as specified ___	$ 28,079.00	$ 28,079.00
2	1	Relay Panel #2 Bidder: Mark here if as specified ___	$ 32,838.00	$ 32,838.00
3	1	Relay Panel #3 Bidder: Mark here if as specified ___	$28,241.00	$ 28,241.00
4	1	Relay Panel #4 Bidder: Mark here if as specified ___	$28,079.00	$ 28,079.00
5	1	Relay Panel #5 Bidder: Mark here if as specified ___	$32,838.00	$ 32,838.00
TOTAL BID PRICE (Stated in figures)			$150,075.00	
TOTAL BID PRICE (Stated in words)			One Hundred Fifty Thousand Seventy-Five And 00/100	

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: **Premier Control Systems** By (Authorized Person's Signature): Cassie Martin

Printed Name and Title: **President**

Date: **March 17, 2022**

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

[End of Bid Form. Invitation for Bid Document continues on following Appendixes]

Agenda Item Form

Date of City Council Meeting	**4/12/2022**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Ordinance and waiver of bid to purchase (2) 3500 cab & chassis from Superior Auto Group for $103,496.00.

Estimated Cost	**$103,496 plus tax**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*** **:**

Budget adjustment from reserves.

M E M O R A N D U M

DATE: April 12, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Bid Waiver – (2) 3500 cab & chassis**

The Electric Dept. recommends waiving the requirements for competitive bidding and purchasing (2) 3500 cab & chassis from Superior Auto Group for $103,496.00. These are budgeted items.

The City solicited bids for multiple Ram 3500, or equivalent trucks for both the Parks and Electric Departments, through IFB-22-34. The only bid received was an alternate bid from Superior Auto Group, as they were not able to supply any of the trucks according to specification. Superior offered the City multiple options in their alternate bid for Park's and Electric's consideration. The Parks Department was not able to utilize any of the trucks due to variations in the specifications. The Electric Department was able to utilize two of the Ram 3500 trucks offered, as the variations were not material for use of the trucks. Due to the alternate specifications and submission structure, staff is recommending a Waiver of Bid to Superior Auto Group to allow the Electric Department to purchase the two trucks needed for crews. The estimated delivery date for these trucks is 60 days. Due to the current supply chain issues with vehicles, and the fact that Superior is able to supply these vehicles much sooner than other ordering methods (such as through state contract where most items have been cancelled, have an 5-8 month lead times, or are not able to honor state contract prices) it is not practical to solicit bids again.

THE CITY OF BENTONVILLE

Waiver of Bid Request

Date of Utility Board Meeting	**4/12/2022**
Department	**Electric Utility Department**
Submitted by	**Travis Matlock, PE**
Phone	**(479) 271-5941**

Vendor	**Superior Auto Group**	
Total Cost	**$**	**103,496.00**

Description of Purchase ***(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):***

Electric Dept. staff recommends waiving the requirements for competitive bidding and purchasing (2) 3500 cab & chassis from Superior Auto Group for $103,496.00.

Justification ***(Enter justification in space below):***

Due to the current supply chain issues with vehicles, and the fact that Superior is able to supply these vehicles much sooner than other ordering methods (such as through state contract where most items have been cancelled, have an 5-8 month lead times, or are not able to honor state contract prices) it is not practical to solicit bids again.

B.

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Quote Worksheet

		MSRP
Base Price		$40,600.00
Dest Charge		$1,695.00
Total Options		$12,453.00
	Subtotal	**$54,748.00**
	Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount		($3,000.00)
	Subtotal Discount	**($3,000.00)**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$51,748.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$51,748.00**

3/7/2022
Dealer Signature / Date

Customer Signature / Date

Available Qty = 2

Data Version: 15946. Data Updated: Mar 6, 2022 11:47:00 PM PST.

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck — MSRP:$40,600.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8

Transmission, Allison 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
CK31003	[Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck		$40,600.00
	OPTIONS		
1WT	Work Truck Preferred Equipment Group		$0.00
5N5	Rear Camera Kit.		$73.00
AE7	Seats, front 40/20/40 split-bench		$0.00
AED	Window, power front, passenger express down	Inc.	
AQQ	Remote Keyless Entry, with 2 transmitters	Inc.	
AU3	Door locks, power	Inc.	
AXG	Window, power front, drivers express up/down	Inc.	
BHP	Winter Grille Cover	Inc.	
DBG	Mirrors, outside power-adjustable vertical trailering	Inc.	
FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GU6	Rear axle, 3.42 ratio	Inc.	
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo.		$0.00
JL1	Trailer brake controller, integrated		$275.00
K05	Engine block heater	Inc.	
K34	Cruise control, electronic	Inc.	

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

K40	Exhaust brake	Inc.	
KW5	Alternator, 220 amps	Inc.	
L5P	Engine, Duramax 6.6L Turbo-Diesel V8		$9,890.00
MGM	Transmission, Allison 10-speed automatic	Inc.	
NQH	Transfer case, two-speed active, electronic Autotrac		$200.00
NZZ	Skid Plates		$150.00
QZT	Tires, LT235/80R17E all-terrain, blackwall		$200.00
R9Y	Fleet Free Maintenance Credit		($65.00)
V46	Bumper, front chrome		$100.00
VK3	License plate kit, front		$0.00
ZLQ	WT Fleet Convenience Package		$1,250.00
ZZT	Tire, spare LT235/80R17E all-terrain		$380.00
___	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr, maintenance-free	Inc.	
	SUBTOTAL		**$53,053.00**
	Adjustments Total		$0.00
	Destination Charge		$1,695.00
	TOTAL PRICE		**$54,748.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

Agenda Item Form

Date of City Council Meeting	**4/12/2022**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution authorizing the Mayor to enter into an agreement with Ampirical to purchase previously approved Hubbell switches for the expansion of Substation "I".

Estimated Cost	
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

M E M O R A N D U M

DATE: April 12, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Ampirical Agreement – Hubbell Switches**

Electric Dept. staff recommends entering into an agreement with Ampirical for the purchase of the previously approved Hubbell switches for the expansion of Substation "I".

The Hubbell switches were previously approved at the 3/1/22 Utility Board and 3/8/22 City Council. However, when Bentonville issued the PO to Hubbell, we were informed that Bentonville is not set up as a vendor and due to the size of the order, did not want to set Bentonville up as a vendor. In order to keep the switches in the supply chain, Ampirical (who is set up with a vendor with Hubbell) will issue the PO and Bentonville will pay Ampirical. This agreement will change the PO from Hubbell to Ampirical.

This is no additional charges associated with this change.

CITY OF BENTONVILLE, ARKANSAS

Purchasing Department 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AGREEMENT FOR PROCUREMENT OF:

SOLE SOURCE 15KV SWITCHES FROM HUBBELL POWER SYSTEMS INC.

This Agreement (the "Agreement"), dated _______ (month) ____ (day), 2022 is made by the City of Bentonville, Arkansas, hereinafter "City, and Ampirical Solutions, LLC, hereinafter "Ampirical" (collectively, the "Parties"), Witnesseth:

1. Ampirical is currently under contract for Engineering/Design/Bidding Services/Construction Oversight Services associated with the procurement of materials and construction of I-SUB (an electric substation) for the Electric Utility Department.
2. City's Utility Board and City Council approved a Waiver of Bid to Hubbell for 15kV switches, a sole source item, on March 8, 2022 in the amount of $57,153.00, plus applicable taxes (estimated to be $5,429.54).
3. When coordinating quotes for the Hubbel Switches, the vendor (Hubbell) was not aware that the awarded Purchase Order would be issued by the City of Bentonville.
4. After Council approval and upon issuance of the Purchase Order, Hubbell informed Ampirical and City that the City cannot be set up as a vendor due to order minimums. Ampirical is a current vendor with Hubbell.
5. Hubbell has agreed to honor the original quote for a Purchase Order issued by Ampirical.
6. Due to supply chain shortages and delays, it is vital to the construction timeline of I-SUB that there not be additional delays in the ordering of the switches.
7. In an effort to avoid delays, the Parties agree that Ampirical will issue a Purchase Order to Hubbell for the switches, in the amount of $57,153.00, plus applicable taxes (estimated to be $5,429.54). Once approved through the Utility Board and City Council, the City will issue a Purchase Order to Ampirical for the same amount ($57,153.00 plus applicable taxes).
    a. No payment for the materials will be made to Ampirical prior to complete delivery of the items within this order to City.
    b. The City is not responsible for any other costs or payments to Ampirical, including but not limited to profit, for the issuance of this Purchase Order.
    c. Ampirical shall provide the issued Purchase Order from Ampirical to Hubbell to the City, along with documentation of Hubbell pricing and any other relevant documentation pertaining to the order, for City's review and verification.

THE CITY OF BENTONVILLE, ARKANSAS

BY:_________________________________

Name (printed): Stephanie Orman, Mayor

AMPIRICAL SOLUTIONS, LLC

BY:_________________________________

Name(printed):________________________

Title:___________________________

THE CITY OF BENTONVILLE

Agenda Item Form

Date of City Council Meeting	4/12/2022
Department	Water Utilities
Submitted by	Mike Bender, Preston Newbill
Phone	(479) 271-6873, (479) 271-3140

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action (*Enter recommendation in space below*):

Resolution - Staff is requesting approval of a resolution authorizing the Mayor to enter into a professional services agreement with E Source Companies, LLC in the amount of $69,320.00 to evaluate water loss. The 2022 budget included $50,000.00 for this study. The scope of the study expanded from estimates made at time of budget entry to include a water audit and travel expenses. Funding for the increased cost will be from the Water Utilities Reserves. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	$69,320.00
Is this Item Budgeted?	☑ Yes ☐ No $50,000.00 budgeted. Total cost is $69,320.00

If no, please explain how item will be funded (*briefly explain in space below*):

Funds to cover cost over budget will come from Water Utilities Reserves

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: March 23, 2022

Re: E Source Agreement for Water Loss Analysis

Staff is requesting approval of a resolution authorizing the Mayor to enter into a professional services agreement with E Source Companies, LLC in the amount of $69,320.00 to evaluate water loss. The 2022 budget included $50,000.00 for this study. The scope of the study expanded from estimates made at time of budget entry to include a water audit and travel expenses. This item requires a budget adjustment of $19,320.00 with funding for the increased cost coming from the Water Utilities Reserves.

E Source will assess and evaluate Bentonville's data collection and management, AMI infrastructure, and distribution infrastructure necessary to identify sources of water loss within the City's water system and recommend corrective action. This initial engagement focuses on identifying water loss associated with Apparent Losses and consists of four major tasks:

Task 1 - Identify Apparent Losses from Systemic Data Handling Errors

Task 2 - Customer Metering Inaccuracies

Task 3 - Unauthorized Consumption

Task 4 - Water Loss Audit

Depending on results of this initial phase, additional phases may be needed. If additional phases are deemed necessary, a scope with associated costs will be outlined in an amendment or separate agreement and brought back to City Council for consideration.

Thank you for your consideration of this request.

Mike Bender

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Water Loss Analysis ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and E Source Companies, LLC, hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of ______________, 20___ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to evaluate its water system to identify sources of water loss for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and PROFESSIONAL CONSULTANT agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, PROFESSIONAL CONSULTANT agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

PROFESSIONAL CONSULTANT shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.

D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

G. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:

   1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

   2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

   3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT; and

   4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

   1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

   2. Provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

   3. Provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANTs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTs.

F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.

C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.

C. If, for whatever reason, adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the PROFESSIONAL CONSULTANT, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

A. CITY and PROFESSIONAL CONSULTANT agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROFESSIONAL CONSULTANT's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** ________Sixty-nine thousand three hundred twenty dollars (\$_____69,320.00_______), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY	PROFESSIONAL CONSULTANT
Stephanie Orman	
BY	BY
Mayor	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

E Source will assess and evaluate Bentonville's data collection and management, AMI infrastructure, and distribution infrastructure necessary to identify sources of water loss within the City's water system and recommend corrective action. Phase 1 of this engagement focuses on identifying water loss associated with Apparent Losses and consists of four major tasks:

Phase 1

Task 1 - Identify Apparent Losses from Systemic Data Handling Errors

Task 2 - Customer Metering Inaccuracies

Task 3 - Unauthorized Consumption

Task 4 - Water Loss Audit

Phase 2 will only be performed if Bentonville determines it is necessary and communicates a request for Phase 2 to begin to E Source. Phase 2 will focus on identifying water loss associated with Real Losses as identified in the AWWA Water Balance. Phase 2 services and cost will be identified at the completion of Phase 1.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the PROFESSIONAL CONSULTANT is accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the PROFESSIONAL CONSULTANT.

SERVICES BY THE PROFESSIONAL CONSULTANT

As applicable, PROFESSIONAL CONSULTANT will:

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.
- PROFESSIONAL CONSULTANT will provide the services as identified in Phase 1 and optionally Phase 2 below.

Phase 1

Task 1 - Identify Apparent Losses from Systemic Data Handling Errors

Discovery:

1. E Source will provide discovery questions to Bentonville in a workbook format (Excel document). The discovery questions will relate to each of the tasks in Phase 1. The questions will be customized to inform E Source where potential water loss is occurring and will cover many functional areas to understand all aspects of processes and technology related to new meter installation, meter reading, customer billing and source metering. Discovery will include water loss audit information previously compiled by Bentonville.
2. Work Session(s) – E Source will host work session(s) with Bentonville to further understand and clarify answers given to the discovery questions.
3. Develop a data request for data from Central Square Utility Billing System (UBS) and related meter reading data management systems as needed, including data from the Bentonville AMI system. E Source will work with Bentonville to identify the data fields to be extracted to facilitate analysis.

Analysis:

1. E Source will analyze the discovery material, the UBS data extract and the AMI data to identify potential systemic data handling errors. The UBS data and AMI data along with associated processes and procedures described during discovery will be analyzed, based on our experience, to identify gaps and errors that result in data handling errors. E Source will use the analysis performed to focus on potential systemic data handling errors during an on-site investigation. It is anticipated this work will require iterative discussions with Bentonville as potential issues are uncovered.

Task 2 - Customer Metering Inaccuracies

1. E Source will use the discovery material to identify where potential metering inaccuracies may be occurring. We will review meter usage history, metrology, installation, testing procedures and test results where available. Further, we will evaluate meter resolution of the data received in the AMI system. E Source is prepared to make recommendations for small and large meter testing programs. We anticipate this will result in further discussions with Bentonville to resolve potential issues or may require a site visit to visually verify metering issues and existing site conditions.

Task 3 - Unauthorized Consumption

1. E Source will use the discovery material to identify where potential unauthorized consumption is occurring. It is anticipated that this will require access to utility mapping information and other City records. We will work with Bentonville to identify the form and format for accessing this information. Potential unauthorized consumption locations identified will likely require field investigation by Bentonville.

Task 4 - Water Loss Audit

1. E Source will review past water audits and internal loss assessments to ensure alignment with industry best practices for water loss analysis

2. E Source will compile an AWWA water loss audit using Bentonville available system data.

Phase 1 Assumptions:

- Bentonville can extract the required data from Central Square Utility Billing System, AMI system and associated meter reading data handling systems.
- Bentonville will provide timely responses to discovery questions, follow up investigation requests.
- Bentonville will provide access to all required records that may include mapping records, or other City records as needed.
- The water audit will only be completed if sufficient data is available to inform a meaningful analysis.
- Data used for the audit is in a machine-readable format where minor data manipulation and summary is required to generate audit inputs. The one exception to this assumption is for billed metered authorized consumption, where we expect the data to be challenging to work with, but we have budget for that in Task 1.
- Opportunities for audit data refinement that will improve understanding of system water losses will be described in reporting, but not necessarily resolved in this task.
- Phase 1 anticipated timeline is 3 – 4 months.

Phase 1 Deliverables:

- Final Report with findings of Phase 1 and recommendations (*.doc)
- Water loss audit results (*.xls)
- Presentation to Executive Management, Bentonville Utility Board, and / or Bentonville City Council as required (On-line or up to two on-site presentations)

Phase 2

Phase 2 will only be performed if Bentonville determines it is necessary and communicates a request for Phase 2 detailed scope and pricing to E Source. Phase 2 will focus on identifying water loss associated with Real Losses as identified in the AWWA Water Balance. Phase 2 services will be further defined at or near the completion of Phase 1.

APPENDIX C

Pricing

Phase 1 – Water Loss Analysis				
Task ID	**Task**	**Fee**	**Estimated Travel Expenses**	**Total**
Task 1	Identify Apparent Losses from Systemic Data Handling Errors	$ 38,160	$ 3,000	$ 41,160
Task 2	Customer Metering Inaccuracies	$ 10,544	$ -	$ 10,544
Task 3	Unauthorized Consumption	$ 4,848	$ -	$ 4,848
Task 4	Water Loss Audit	$ 9,768	$ 3,000	$ 12,768
	Total	**$ 63,320**	**$ 6,000**	**$ 69,320**

Assumptions:

- Pricing is Fixed fee for the provided SOW. E Source will invoice monthly by task percent complete as agreed upon by both parties.
- E Source's pricing to implement this Scope of Work is based on a timely start and timely completion of proposed tasks and subtasks.
- Bentonville will provide E Source with working space, network connections, infrastructure, administrative support, and other services and materials reasonably requested to perform project work while onsite at Bentonville offices, if requested.
- Bentonville personnel will support workshops and meetings as needed.
- Billing rates for subsequent years will be automatically adjusted annually by 3.0 percent on a compound basis.
- These rates are exclusive of taxes. Any required state, city, or local government taxes, fees, or business licenses costs will be invoiced at actual cost incurred
- Travel expenses are estimated at $1,500 per person trip but will be billed at cost

RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH E SOURCE COMPANIES, LLC FOR WATER LOSS ANAYLSYS

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor be and is hereby authorized to enter into a Professional Services Agreement with E Source Companies, LLC for a water loss analysis in an amount not to exceed $69,320.00 as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _______ day of _____, 2022.

APPROVED:

____
HON., Stephanie Orman
MAYOR

ATTEST:

____
Kirby Romines
CITY CLERK

THE CITY OF BENTONVILLE

Agenda Item Form

Date of City Council Meeting	**4/12/2022**
Department	**Water Utilities**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-6873, (479) 271-3140**

Item Type: (*Check Applicable Item Type*)

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Budget Adjustment - Staff is requesting approval of a budget adjustment in the amount of $19,320.00 to cover costs above budget amount associated with the water loss analysis. The 2022 budget included $50,000.00 for the study. The scope of the study expanded from estimates made at time of budget entry to include a water audit and travel expenses. Funding will be from the Water Utilities Reserves.

Estimated Cost	**$69,320.00**
Is this Item Budgeted?	☑ Yes ☐ No **$50,000.00 budgeted. Total cost is $69,320.00.**

If no, please explain how item will be funded *(briefly explain in space below)*:

Funds to cover additional cost will come from Water Utilities Reserves

THE CITY OF BENTONVILLE

Budget Adjustment Request

Date of City Council Meeting	4/12/2022
Department	Water Utilities
Submitted by	Mike Bender, Preston Newbill
Phone	(479) 271-6873, 271-3140

Purpose of Budget Adjustment *(Enter purpose in space below):*

Budget Adjustment - Staff is requesting approval of a budget adjustment in the amount of $19,320.00 to cover costs above budget amount associated with the water loss analysis. The 2022 budget included $50,000.00 for the study. The scope of the study expanded from estimates made at time of budget entry to include a water audit and travel expenses. Funding will be from the Water Utilities Reserves.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503020	43410	Professional Services / Other		$ 19,320.00
		Totals	$ -	$ 19,320.00
		Net Impact on Fund Balance	$ (19,320.00)	

*Final Account Number will be determined by Accounting Department after approval and purchase