City of Bentonville
Bentonville Utility Board Meeting
Tuesday, May 17th – 11:30 am
Bentonville City Hall 305 SW "A" St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: May 3rd, 2022

New Business

1. Bid Award – Generator Purchase and Installation – Chris Earl (pages 2-46)
2. Bid Award – 477 OH Wire – Travis Matlock, PE (pages 47-50)
3. Bid Waiver – 750 UG Wire – Travis Matlock, PE (pages 51-56)
4. Budget Adjustment – Dump Bed – Kevin Alsup (pages 57-60)
5. Adjournment

Agenda Item Form

Date of Utility Board Meeting	**5/17/2022**
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):*

Staff is recommending the Bentonville Utility Board approve a motion to accept Bid Submission IFB-22-40 to Hill Electric, Inc. for the purchase of two (2) SD060 Generac Generators with TX301 transfer switches, full turn-key installation and start-up. This is a budgeted item, our department budgeted $65,000.00/gen set ($130,000.00), and the low bid arrived at $132,079.00 including shipping, taxes and install. We will use $2,079.00 from the same account to cover the unbudgeted amount.

Estimated Cost	**$132,079.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To: Utility Boards Members

From: Chris Earl, WRRF Manager

CC: Mike Bender, Preston Newbill

Date: 4/26/2022

RE: Bid Award for Generators for lift stations #9 Rice Road and #23 Vaughn

Staff requests Utility Board Members approve a motion to accept Bid Submission IFB-22-40 to Hill Electric, Inc. for the purchase of two (2) SD060 Generac Generators with TX301 transfer switches, full turn-key installation and start-up. The generators will provide back-up power to two (2) of our more difficult lift stations to arrive to in an emergency. This is a budgeted item, our department budgeted $65,000.00/gen set ($130,000.00), and the low bid arrived at $132,079.00 including shipping, taxes and install.

Our department had also budgeted $180,000.00 for the purchase of a new vacuum trailer, after receiving several quotes on the vacuum trailer those quotes arrived at over $300,000.00 so we will not be able to purchase the vacuum trailer which is in the same account as the generators for this bid, we will use $2,079.00 of the $180,000.00 to cover the bid price of IFB-22-40.

Thank you for your consideration of this request,

Chris Earl, WRRF Manager

RESOLUTION NO. __________

A RESOLUTION AWARDING BID IFB 22-40 TO HILL ELECTRIC, INC. FOR THE PURCHASE OF TWO (2) SC060 GENERAC GENERATORS IN THE AMOUNT OF ONE HUNDRED THIRTY TWO THOUSAND SEVENTY NINE DOLLARS ($132,079.00); AND FOR OTHER PURPOSES.

WHEREAS, Hill Electric, Inc. is the lowest qualified bidder for bid IFB-22-40;

WHEREAS, this contract covers the purchase of two (2) SC060 Generac generators with TX301 transfer switches, full turn-key installation and start-up; and

WHEREAS, this will be paid with budgeted funds in the amount of one hundred thirty two thousand seventy nine dollars ($132,079.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

<u>Section 1</u>: The Mayor and City Clerk are authorized to enter into a contract with Hill Electric, Inc. for the purchase of two (2) SC060 Generac generators for the City of Bentonville Water Resource Recovery Facility;

<u>Section 2</u>: The estimated contract cost is one hundred thirty two thousand seventy nine dollars ($132,079.00).

<u>Section 3: Severability Provision:</u> If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

<u>Section 4: Repeal of Conflicting Resolutions:</u> All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _______________, 2022.

APPROVED:

____
MAYOR

ATTEST:

____
CITY CLERK

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/20/22	Time of Bid Opening:	2:00PM	Solicitation ID Number:	IFB-22-40

Solicitation Title: LIFT STATION #9 AND #23 GENERATORS, COMPLETE WITH INSTALLATION

Bidders:			Arnold & Blevins Northwest		Hill Electric	
Line Item	Quantity (Unit of Measure = LS)	Description	Per Unit Price	Extended Price (Unit Price x Quantity)	Per Unit Price	Extended Price (Unit Price x Quantity)
1	1	Lift Station #9 SD060 Generac Generator and TX301 Series Transfer Switch, complete with turn-key installation and project management, as specified.	$65,300.00	$65,300.00	$65,906.00	$65,906.00
2	1	Lift Station #23 SD060 Generac Generator and TX301 Series Transfer Switch, complete with turn-key installation and project management, as specified.	$68,200.00	$68,200.00	$66,173.00	$66,173.00
		Total Bid Price	**$133,500.00**		**$132,079.00**	

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

ACKNOWLEDGE ADD #2

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-40	**Solicitation Title:**	Lift Station #9 and #23 Generators, Complete with Installation
Addendum Number:	2	**Date of Issuance:**	April 20, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated March 27, 2022.
Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

Any Amended Bidding Documents contained herein shall replace those same documents in the original Bid Packet. In the event that an Amended Required Response document (such as a Bid Pricing Sheet) is included herein, Bidders must use only the Amended Form in their Bid Submission.
This Addendum Number 2 consists of 4 page(s).

Insurance:

1.0 The original Bidding Documents for IFB-22-40 inadvertently excluded the insurance requirements. Upon determining this on April 20, 2022, the City has issued this Addendum Number 2 to communicate the insurance requirements for IFB-22-40 prior to the Bid Opening.

1.1 Insurance Requirements:

Bidders are required to include proof of their ability to obtain the insurance, as described herein, after the Notice of Award has been issued and upon execution of the contract in their Bid submission. Bid submittals that do not include proof of Bidder's ability to obtain the required insurance may be rejected. The awarded Bidder shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the awarded Bidder's performance of the work; whether it is to be performed by the awarded Bidder, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

The policies of insurance required are as follows:

1) Workers' Compensation:
    a. State: Statutory
    b. Applicable Federal: Statutory
2) Comprehensive or Commercial General Liability: $1,000,000.00 – Each Occurrence

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ADDENDUM TO SOLICITATION

1.2 Bidders are required to acknowledge this Addendum Number 2 in their Bid Submission to IFB-22-40.

2.0 The original Bidding Documents for IFB-22-40 inadvertently excluded the Subcontractor Disclosure and Subcontractor Section. Upon determining this on April 20, 2022, the City has issued this Addendum Number 2 to communicate the Subcontractor Disclosure requirements for IFB-22-40 prior to the Bid Opening.

2.1 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.

In the event that Bidder intends to subcontract portions of the work, Bidder is required to complete the 'Subcontractor Disclosure' Section of this IFB document.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a current Arkansas State Contractor's License.

a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars ($50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
   1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
   2. Plumbing;
   3. Electrical, indicative of wiring and illuminating fixtures; and

b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.

c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

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ADDENDUM TO SOLICITATION

2.2 The Subcontractor Disclosure Document is attached to this Addendum Number 2 on the following Page. Completion of this Disclosure is required in the Bid Submission to IFB-22-40, if applicable.

Printed copies of this Addendum Number 2 will be available from the Purchasing Department prior to the Bid Opening.

Subcontractor Disclosure Follows on the Next Page

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Subcontractor Disclosure
(Required to be completed, if applicable)

Proposer shall submit the name of any subcontractors proposed, and the subcontractor's State Contractor's License Number (if applicable).

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed	Answer Y/N Subcontractor's portion exceeds $50,000.00.
BENCHMARK	0033500522	CONCRETE	NO

EMC Employers Mutual Casualty Company

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Hill Electric, Inc.

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Arkansas

, as Surety, are held and firmly bound unto the City of Bentonville

as obligee, in the sum of 5% of amount bid--

-- DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Installation of new generators - lift Station 9 - 23 generators
Bid Date 04-20-22

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 11th day of April, 20 22.

Hill Electric, Inc.
Principal

_________________________ Witness

By: [signature]

Employers Mutual Casualty Company
Surety

By: [signature]
Greg Sims
Attorney-in-Fact

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

7007.4 (07-14)

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. **Employers Mutual Casualty Company, an Iowa Corporation**
2. **EMCASCO Insurance Company, an Iowa Corporation**
3. **Union Insurance Company of Providence, an Iowa Corporation**
4. **Illinois EMCASCO Insurance Company, an Iowa Corporation**
5. **Dakota Fire Insurance Company, a North Dakota Corporation**
6. **EMC Property & Casualty Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

GREG REYNOLDS SIMS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Five Million Dollars $5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March , 2020 .

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

Scott R. Jean

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March , 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2022

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March , 2020 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of April , 2022 .

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."

ACKNOWLEDGE ADD #1

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-40	**Solicitation Title:**	Lift Station #9 and #23 Generators, Complete with Installation
Addendum Number:	1	**Date of Issuance:**	April 15, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated March 27, 2022.
Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

Any Amended Bidding Documents contained herein shall replace those same documents in the original Bid Packet. In the event that an Amended Required Response document (such as a Bid Pricing Sheet) is included herein, Bidders must use only the Amended Form in their Bid Submission.
This Addendum Number 1 consists of 1 page(s).

1. **Response to Questions:** The following questions have been submitted to IFB-22-40. This Addendum Number 1 includes the questions and the City's response.

Line #	Submitted Question	City's Response
1	Would a precast concrete pad in lieu of a poured in place concrete pad be acceptable?	A precast pad would not be acceptable due to the fact that the areas being installed are not perfectly level. The pad is required to be poured in place to achieve the best overall security for the generator set.
2	Are there any pictures of the sites available, particularly of the meter? If not, are they open for a site visit or would one need to be scheduled?	Site visits may be scheduled by emailing cearl@bentonvillear.com and copying purchasing@bentonvillear.com or by calling (479) 696-0273 or (479) 271-3115. Bidders must note that no questions will be permitted at the site-visit and there will be no overview of Scope etc., any staff present will be for access purposes only.

End of Addendum Number 1

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-22-40	**Date of Issuance:**	~~MARCH 27, 2022~~ APRIL 3, 2022
Description:	LIFT STATION #9 AND #23 GENERATORS, COMPLETE WITH INSTALLATION		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	**5% BID BOND REQUIRED (SEE BID BOND SECTION FOR ADDITIONAL DETAILS)**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**APRIL 20, 2022 at 2:00 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:	APRIL 14, 2022 - 4:30 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: HILL ELECTRIC **Phone Number:** 479-267-2403

Business Address (Full Street/City/State/Zip): 13316 RHEAS MILL RD FARMINGTON, AR 72730

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

Name of Contact Person: MARTY WARNER **Email:** ESTIMATOR@HILLARK.COM

Signature of Authorized Person: [signature] **Date:** 4/20/22

Printed or Typed Name: MARTY WARNER **Title:** PROJECT MANAGER

Arkansas Contractors License Number: 015203052 2 **(Not required unless specified in this document)**

Sales or Use Tax ID Number: 02-0613077

Bid Bond Included: ✓ **Yes** ___ **No (only required if specified in this IFB 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 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the purchase, delivery and complete turn-key installation and project management for SD060 Generac Generators and TX301 Series Transfer Switches, as specified or equivalent, for Lift Station #9 and Lift Station #23, for the City of Bentonville, Arkansas Water Resource Recovery Facility.

The awarded Bidder may complete the Lift Stations concurrently or at different times; however, this information must be provided in their Bid Submission.

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.
- 5% Bid Bond, As Required
- Appendix A & B with Response Fields complete
- Appendix C, signed and notarized (Bid invalid if this document is not signed and notarized and included in the Bid Submission)
- Appendix D, completed and initialed

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: LIFT STATION #9 SPECIFICATIONS (SPECIFICATIONS & RESPONSE DOCUMENT)**
- **APPENDIX B: LIFT STATION #23 SPECIFICATIONS (SPECIFICATIONS & RESPONSE DOCUMENT)**
- **APPENDIX C :NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D :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.

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.

_X__Bid Bond Required **__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 **5% of the Total Bid Price**, 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. 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.

_X__Performance and Payment Bond Required **__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. The awarded Bidder may elect to transfer the Performance Bond to a Maintenance Bond upon conclusion of the Project for the one-year guarantee period.

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.

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:

1 YEAR FROM COMPLETION FOR ALL MATERIAL HILL ELECTRIC
INSTALLED PER DETAILED SCOPE OF WORK.

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.

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 ITEMS/REFERENCED SPECIFICATIONS CONTINUED

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. 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.

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 an invoice to the City for 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 100% completion (As approved by the City)

_X__Progress invoicing (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

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.

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

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

_X_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_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 six (6) months. Bidders shall note that the Contract Term is separate from the required days to complete work.

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall furnish all labor, materials, equipment, tools, supervision, insurance, and all other necessary components indicative of the type of work or supply of item(s) or services specified herein and as required to perform the work to 100% completion and/or to deliver all item(s) and/or services to the City as specified.

The Scope of work for this Invitation for Bid (IFB) is for the purchase, delivery and complete turn-key installation and project management for SD060 Generac Generators and TX301 Series Transfer Switches, as specified or equivalent, for Lift Station #9 and Lift Station #23, for the City of Bentonville, Arkansas Water Resource Recovery Facility.

The work for each Lift Station may be completed concurrently or at different times; however, Bidders must include this information in their Bid Submission.

Bidders are responsible for field verification of all information, and for making themselves familiar with the job-site, scope of work, and all other details required to submit a responsive and responsible Bid.

The awarded Bidder shall provide the following Project Management services for the completion of work at each Lift Station:

1) Start-up, one trip including travel
2) Training of City personnel at the time of start-up
3) Factory load bank testing
4) Submittal drawings
5) Dimensional drawings, Electrical drawings, Product Specifications
6) Production testing
7) Technical assistance
8) Operation and maintenance manuals for engine, generator

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

The Specifications for the equipment and work are included in this Invitation for Bid Packet as Appendixes A and B. All work and materials shall be supplied as specified. Equivalent or Alternate Submissions will be evaluated by the City; the City shall have the final determination if an Equivalent or Alternate Submission is in the City's best interest to award.

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): ___ May 24________________

Delivery/Work-Site Address 1: Lift Station # 9 at 1313 Cresent Bentonville, AR

Delivery/Work-Site Address 2: Lift Station #23 at Vaughn at South West Regional Airport Bvld. Bentonville, AR

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

_X__Construction/Project Specified Date(s): Work Beginning and Completion

City's Specification:

Work Beginning: The City request that work begin within 30 day(s) from Notice to Proceed for each location (site).

100% Completion Per Site: The City requests that work be 100% complete within 90 days from work beginning per site.

100% Completion Both Sites: The City requests that both work sites be complete within six months from the date work begins at the first site.

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

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

Work Beginning: Work will begin within ___ day(s) from Notice to Proceed for each location

100% Completion: 100% completion will be reached within ____ days from work beginning per site.

100% Completion Both Sites: 100% completion for both sites will be reached within ________________ from the date work begins at the first site.

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SECTION 4: GENERAL SPECIFICATIONS

BIDDERS NOTE THAT SPECIFIC WORK AND EQUIPMENT SPECIFICATIONS ARE LOCATED IN APPENDIX A & B

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ('As Specified') provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute)" to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendixes and agrees to perform the work and provide the materials and equipment as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations.	X	
3	Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.	X	
4	The awarded Bidder and crew shall meet with the City's designated contact(s) prior to beginning services to review the Scope of Work, measurements and plans (Pre-Construction Meeting). If the Lift Stations will be completed at separate times, the awarded Bidder shall meet with the City to review the Scope of Work prior to beginning each Lift Station.	X	
5	The awarded Bidder shall coordinate progress meetings with the City's designated contact(s)to review progress and details while services are being performed.	X	
6	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.	X	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
7	The awarded Bidder understands that this IFB Document, including the Specifications in the appendixes attached hereto (Appendix A) (Appendix B) contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes. The awarded Bidder shall perform the work in accordance with industry standards and best practices.	X	

Bidders see Appendix A and B for additional Specifications

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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 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, **including but not limited to: tax,** 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.

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

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. The Total Bid Price is used for comparison purposes only; final payments will be based on actual work performed and materials supplied. If the required quantities of the items listed are increased or decreased by Change Order, the unit prices set forth shall apply to such quantities. Bid prices shall be rounded to the nearest cent.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates not Included in this IFB

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of ninety (60) days after the opening of Bids without the consent of the City; 60 days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

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 = LS)	Description	Per Unit Price	Extended Price (Unit Price x Quantity)
1	1	Lift Station #9 SD060 Generac Generator and TX301 Series Transfer Switch, complete with turn-key installation and project management, as specified.	$ 65,906	$ 65,906
2	1	Lift Station #23 SD060 Generac Generator and TX301 Series Transfer Switch, complete with turn-key installation and project management, as specified.	$ 66,173	$ 66,173
TOTAL BID PRICE (Stated in figures)			$ 132,079 00	
TOTAL BID PRICE (Stated in words)			ONE HUNDRED THIRTY TWO THOUSAND AND SEVENTY NINE DOLLARS 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: HILL ELECTRIC By (Authorized Person's Signature): [signature]

Printed Name and Title: MARTY WARNER PROJECT MANAGER

Date: 4/20/22

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX A

LIFT STATION #9

SPECIFICATIONS DOCUMENT(S)

Water Resource Recovery Facility

Bid Specifications for:

Lift Station #9 Rice Rd at 1313 Cresent Bentonville, AR

Equipment Proposed: SD060 Generac Generator and TX301 Series Transfer Switch turnkey installation.

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 60 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Brushless Excitation
- With upsized 80 kW alternator
- Standard Weather Protective Enclosure, Steel
    - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
    - Meets NFPA 99 and 110 requirements
    - Temp Range -40 to 70 degrees C
    - Digital Microprocessor:
        - Two 4-line x 20 displays, full system status
        - 3 Phase sensing, +/-0.25% digital voltage regulation
        - RS232, RS485 and Canbus remote ports
        - Waterproof connections
        - All engine sensors are 4-20ma for minimal interference
        - Programmable I/O
        - Built-in PLC for special applications
    - Engine function monitoring and control:
        - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
        - Isochronous Governor, +/-0.25% frequency regulation
        - Full system status on all AC output and engine function parameters
        - Service reminders, trending, fault history (alarm log)
        - I2T function for full generator protection
        - Selectable low-speed exercise
    - 2-wire start controls for any 2-wire transfer switch

- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
  - 100 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- 24" 189 Gallon Double-Wall UL142 Base tank
  - Mechanical fuel level indicator gauge
  - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Standard 2-Year Limited Warranty
- SD0060KG174.5D18HBYY3

Quantity 1 - TRANSFER SWITCH - TX SERIES

- 100 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Return to Utility
    - Engine Cool down
    - Transfer on Exercise
- Enclosure Heater
- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Pad lockable, Black
- NEMA 4X Stainless Steel Enclosure
- 3 Owner's Manuals
- 35KA Contactor Withstand and Closing Rating
- Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX301NS0100K3CH

Quantity 1 - Start-Up

Quantity 1 – Freight needs to be included in bid

Quantity 1 - Electrical installation:

- Specific Inclusions
- 1. 100amp service as needed for new generator and transfer switch supplied by others.
- 2. Receive Generac equipment on site.
- 3. Equipment for unload and setting.
- 4. Concrete pad. Cut and patch of existing concrete as needed.
- 5. Grounding.
- 6. Work will be done during normal working hours.

- Specific Exclusions
- 1. Fuel.
- 2. Disconnects, will utilize existing.
- 3. New switchgear.
- 4. Seismic calculations, equipment, testing, material.
- 5. Bringing any existing electrical up to code.
- 6. All rock excavation.
- 7. Providing dumpster.
- 8. Generators for temp power.
- 9. Security, speakers, cameras, access, fire alarm.
- 10. Utility company charges.
- 11. Bond premium.
- 12. Relocation of any existing electrical lines.

Project Management Services

- Start-up, one trip including travel
- Training of owners personnel at time of start up
- Factory load bank testing
- Submittal drawings
- Dimensional drawings, Electrical drawings, Product specifications
- Production testing
- Technical assistance
- Operation and maintenance manuals for engine, generator

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APPENDIX B

LIFT STATION #23

SPECIFICATIONS DOCUMENT(S)

Water Resource Recovery Facility

Bid Specifications for:

Lift Station #23 Vaughn at South West Regional Airport Blvd Bentonville, AR

Equipment Proposed: SD060 Generac Generator and TX301 Series Transfer Switch turnkey installation.

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 60 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Brushless Excitation
- With upsized 80 kW alternator
- Standard Weather Protective Enclosure, Steel
    - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
    - Meets NFPA 99 and 110 requirements
    - Temp Range -40 to 70 degrees C
    - Digital Microprocessor:
        - Two 4-line x 20 displays, full system status
        - 3 Phase sensing, +/-0.25% digital voltage regulation
        - RS232, RS485 and Canbus remote ports
        - Waterproof connections
        - All engine sensors are 4-20ma for minimal interference
        - Programmable I/O
        - Built-in PLC for special applications
    - Engine function monitoring and control:
        - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
        - Isochronous Governor, +/-0.25% frequency regulation
        - Full system status on all AC output and engine function parameters
        - Service reminders, trending, fault history (alarm log)
        - I2T function for full generator protection
        - Selectable low-speed exercise
    - 2-wire start controls for any 2-wire transfer switch

- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
  - 100 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- 24" 189 Gallon Double-Wall UL142 Base tank
  - Mechanical fuel level indicator gauge
  - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Standard 2-Year Limited Warranty
- SD0060KG174.5D18HBYY3

Quantity 1 - TRANSFER SWITCH - TX SERIES

- 100 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Return to Utility
    - Engine Cool down
    - Transfer on Exercise
- Enclosure Heater
- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Pad lockable, Black
- NEMA 4X Stainless Steel Enclosure
- 3 Owner's Manuals
- 35KA Contactor Withstand and Closing Rating
- Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX301NS0100K3CH

Quantity 1 - Start-Up

Quantity 1 – Freight needs to be included in bid

Quantity 1 - Electrical installation:

- Specific Inclusions
- 1. 100amp service as needed for new generator and transfer switch supplied by others.
- 2. Receive Generac equipment on site.
- 3. Equipment for unload and setting.
- 4. Concrete pad. Cut and patch of existing concrete as needed.
- 5. Grounding.
- 6. Work will be done during normal working hours.

- Specific Exclusions
- 1. Fuel.
- 2. Disconnects, will utilize existing.
- 3. New switchgear.
- 4. Seismic calculations, equipment, testing, material.
- 5. Bringing any existing electrical up to code.
- 6. All rock excavation.
- 7. Providing dumpster.
- 8. Generators for temp power.
- 9. Security, speakers, cameras, access, fire alarm.
- 10. Utility company charges.
- 11. Bond premium.
- 12. Relocation of any existing electrical lines.

Project Management Services

- Start-up, one trip including travel
- Training of owners personnel at time of start up
- Factory load bank testing
- Submittal drawings
- Dimensional drawings, Electrical drawings, Product specifications
- Production testing
- Technical assistance
- Operation and maintenance manuals for engine, generator

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
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APPENDIX C

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

THE CITY OF BENTONVILLE

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of ARKANSAS

County of WASHINGTON

I MARTY WARNER of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

> **a**. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;
>
> **b.** to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
>
> **c**. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;
>
> **d.** to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: [signature] **Title:** PROJECT MANAGER

Subscribed and sworn before me this: 19th **day of** April **, 20**22

Notary Public: Jeneen Williamson **My commission expires:** 3-27-2030

STATE OF ARKANSAS NOTARY PUBLIC
JENEEN WILLIAMSON
MY COMMISSION # 12710552
EXPIRES: March 27, 2030
Washington County

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX D

CONTRACTOR-VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: HILL ELECTRIC

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.**

[initials] Initials

Agenda Item Form

Date of City Council Meeting	5/24/2022
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (*Check All That Apply)*

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

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

Bid award for 477 overhead wire to the lowest bidder as shown on the attached bid tabulation in the amount of $99,371.25.

Estimated Cost	99,371
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: **MAY 24, 2022**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **477 OH WIRE Formal Bid # IFB-22-56**

The City of Bentonville recommends awarding the bid for 477 overhead wire to the lowest bidder.

Stuart Irby Company in the amount of $99,371.25

RESOLUTION NO. __________

A RESOLUTION AWARDING BID IFB 22-56 TO STUART IRBY COMPANY FOR THE PURCHASE OF 477 OVERHEAD WIRE IN THE AMOUNT OF NINETY NINE THOUSAND THREE HUNDRED SEVENTY ONE DOLLARS AND TWENTY FIVE CENTS ($99,371.25); AND FOR OTHER PURPOSES.

WHEREAS, Stuart Irby is the lowest qualified bidder for bid IFB-22-56;

WHEREAS, this contract covers the purchase of 477 overhead wire; and

WHEREAS, this will be paid with budgeted funds in the amount of ninety nine thousand three hundred seventy one dollars and twenty five cents ($99,371.25).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Stuart Irby for the purchase of 477 overhead wire for the City of Bentonville Inventory Control Department;

Section 2: The estimated contract cost is ninety nine thousand three hundred seventy one dollars and twenty five cents ($99,371.25);

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _______________, 2022.

APPROVED:

____
MAYOR

ATTEST:

____
CITY CLERK

City of Bentonville Electric Utilities Department
477 ACSR OVERHEAD WIRE

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot	Extended Price	Lead Time
2184	WIRE 477 ACSR 18/1 PELICAN	15 Reels @ 4015'	$1.65/Stuart Irby - CME wire	$99,371.25	34 weeks
		TOTAL: 60,225'	$2.12/Arkansas Electric	$127,677.00	20-26 weeks
			$2.55/Stuart Irby - American Wire	$153,573.75	16 weeks

Agenda Item Form

Date of City Council Meeting	5/24/2022
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (*Check All That Apply)*

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

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

Ordinance waiving the requirements for competitive bidding and entering into an agreement with Stuart Irby Company for 750 underground wire in the amount of $79,758.00.

Estimated Cost	79,758
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: **MAY 24, 2022**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **750 UNDERGROUND WIRE**

The City of Bentonville recommends waiving the requirements for competitive bidding and enter into an agreement with Stuart Irby Company to purchase 750 UG wire in the amount of $79,758.00.

With current supply chain issues and the rate at which commodities are changing, Bentonville staff has a made a decision to obtain 3 quotes and waive the requirements for competitive bidding. The bid process takes an extra 2 weeks, making the total time to purchase wire approximately 1 month due to the Utility Board and City Council schedules. The possibility exists that the price will dramatically change during this month. The process staff establish still ensures we will get the lowest price, but does not add the extra time.

The OH wire prices/lead time is not being affected the same way UG wire, transformers, or junction boxes.

Waiver of Bid Request

Date of Utility Board Meeting	5/17/2022
Department	Inventory
Submitted by	Travis Matlock, PE
Phone	(479) 271-5941

Vendor	Stuart Irby Company	
Total Cost	$	79,758.00

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):*

750 UG Wire

Justification *(Enter justification in space below):*

Due to current market volatility and lead times, it is not feasible to formally solicit bids for the wire.

ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH STUART IRBY FOR 750 UNDERGROUND WIRE IN THE AMOUNT OF SEVENTY NINE THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS ($79,758.00), WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Inventory Department requires 750 underground wire to provide for Electric Utility installation and projects;

WHEREAS, due to current supply chain issues and price volatility with this project, soliciting bids is not feasible;

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Stuart Irby for 750 underground wire for the City of Bentonville Inventory Control Department in the amount of seventy nine thousand seven hundred fifty eight dollars ($79,758.00);

Section 2: Because of current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed.

Section 4: Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _______________, 2022.

APPROVED:

____
MAYOR

ATTEST:

____
CITY CLERK

City of Bentonville Electric Utilities Department
750 UNDERGROUND WIRE

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot	Extended Price	Lead Time
2192	WIRE 750 1/3 NEUTRAL AL	6 reels @1500'	$8.862 - STUART IRBY	$79,758.00	12/30/2022
		TOTAL: 9000'	$16.44 - TECHLINE	$172,620.00	8/31/2022
			$20.19 - ARKANSAS ELECTRIC	$181,710.00	38 weeks

Agenda Item Form

Date of Utility Board Meeting	**5/17/2022**
Department	**Sewer Rehab**
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):*

Budget Adjustment- Staff is requesting approval of a budget adjustment in the amount of $3,281 to cover costs above budget amount associated with a 5500 Cab and Chassis and dump bed. The 2022 budget amount for the truck and dump bed was $70,000. The truck was approved for purchase by City Council on April 12, 2022 for $61,775. Staff received three bids on the dump bed with the lowest coming in at $11,506. This bid made our total cost for the complete package $73,281 which is $3,281 over the 2022 budget amount. Funding will be from the Wastewater Reserves.

Estimated Cost	**$73,281**	
Is this Item Budgeted?	☑ Yes ☐ No	**$70,000 budgeted Total Cost is $73,281**

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

Budget Adjustment Request

Date of Utility Board Meeting	5/17/2022
Department	Sewer Rehab
Submitted by	Kevin Alsup
Phone	(479) 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 $3,281 to cover costs above budget amount associated with a 5500 Cab and Chassis and dump bed. The 2022 budget amount for the truck and dump bed was $70,000. The truck was approved for purchase by City Council on April 12, 2022 for $61,775. Staff received three bids on the dump bed with the lowest coming in a $11,506. This bid made our total cost for the complete package $73,281 which is $3,281 over the 2022 budget amount. Funding will be from the Wastewater Reserves.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503040	47420	Vehicles		$ 3,281.00
		Totals	$ -	$ 3,281.00
		Net Impact on Fund Balance	$ (3,281.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				

Memo

To: Utility Board

From: Kevin Alsup

cc: Preston Newbill, Mike Bender

Date: May 6, 2022

Re: Dump Bed for a Ram 5500 Cab and Chassis

Staff is requesting a budget adjustment of $3,281 to cover costs above a budget amount associated with a new Ram 5500 Cab and Chassis and dump bed. The total budget amount for the truck and dump bed was $70,000.

The Ram 5500 Cab and Chassis truck was approved for purchase by City Council on April 12, 2022, for $61,775. Staff received three bids on the dump bed with the lowest coming in at $11,506. This bid made our total cost for the complete package $73,281, which is $3,281 over the 2022 budget amount of $70,000.

This budget adjustment will be paid out of Wastewater Reserves.

Thank you for your consideration of this request.

Kevin Alsup

RESOLUTION NO. R-22_______________

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF THREE THOUSAND TWO HUNDRED AND EIGHTY ONE DOLLARS ($3,281.00) FROM WASTEWATER RESERVE FUNDS TO ACCOUNT 503040-4720 – VEHICLES AND FOR OTHER PURPOSES.

WHEREAS, additional funds are required in order to complete the installation of the dump bed for the previously approved 5500 cab and chassis for the City of Bentonville Sewer Rehabilitation Department;

WHEREAS, these funds should be appropriated from wastewater reserves.

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

Section 1: The 2022 Budget is amended to appropriate funds from wastewater department reserves as set forth below**:**

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503040	47420	Vehicles		$ 3,281.00
		Totals	$ -	$ 3,281.00
		Net Impact on Fund Balance	$ (3,281.00)	

Section 2: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS ________ DAY OF _______________, 2022.

APPROVED:

____
STEPHANIE ORMAN, MAYOR

ATTEST:

____
KIRBY ROMINES, CITY CLERK