



City of Bentonville
Bentonville Utility Board Meeting
Tuesday, June 21st – 11:30 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: June 7th, 2022

New Business

1. Bid Award – Underground Puller – Travis Matlock, PE (pages 2-38)
2. Bid Award – Yearly Trenching & Boring – Travis Matlock, PE (pages 39-105)
3. Bid Award – Lift Station #23 upgrade – Chris Earl (pages 106-158)
4. Approval of Utilities Annual Report – Jake Harper
5. Adjournment



Agenda Item Form

Date of City Council Meeting	6/28/2022
Department	Electric
Submitted by	Travis Matlock
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below): A Resolution to award IFB 22-66 to Sherman-Reilly, Inc. and a budget adjustment for the purchase of an underground wire puller in the amount of \$223491.00 plus tax.					

Estimated Cost	\$223,491.00 plus tax
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) : Paid for from reserves.	





Budget Adjustment Request

Date of City Council Meeting	6/28/2022
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
Existing underground wire puller has quit working and due to the age of the equipment, replacement parts are no longer available.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	47410	Machinery and Equipment		\$ 223,491.00
		Totals	\$ -	\$ 223,491.00
		Net Impact on Fund Balance	\$ (223,491.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				



MEMORANDUM

DATE: June 28, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

**RE: Resolution/Bid Award/Budget Adjustment –
Sherman-Reilly underground wire puller**

The Electric Dept. recommends awarding IFB 22-66 to Sherman-Reilly, Inc. to purchase an underground wire puller for \$223,491.00 plus tax.

Earlier this year BEUD's existing underground wire puller broke down. Due to the age of the puller, replacement parts are no longer available. This purchase was not budgeted, but with the amount of projects that need UG wire (both under construction and in design), the supply chain time line (currently 120 days), BEUD recommends purchasing the puller at this time and not waiting for the 2023 budget. The money will be pulled from reserves to pay for this equipment.

**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION****Date of Bid Opening:****6/14/22****Time of Bid Opening:****1:30PM****Solicitation ID Number:****IFB-22-66****Solicitation Title: Underground Puller**

Bidders:			Sherman + Reilly, Inc.	
Line Item	Quantity	Description	Unit Price	
	(Unit of Measure = EA)			
1	1	New Sherman & Reilly Duct Dawg Underground Puller DDHXA-100, as specified, or equivalent Unit	\$223,491.00	
		Sales Tax 9.5%	N/A	
		Total Bid Price	\$223,491.00	
purchasing@bentonvillear.com - (479) 271-3115				



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FOR PUBLICATION

PUBLICATION DATES: MAY 29, 2022

NOTICE TO BIDDERS

UNDERGROUND PULLER

Invitation For Bid (IFB)-22-66

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of a new Sherman & Reilly Duct Dawg Underground Puller DDHXA-100, as specified, or equivalent Unit, for the City of Bentonville Electric Department.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest.

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

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

Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address below. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-22-66 held at 1:30 PM CST on Tuesday, June 14, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building-Purchasing Department, in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions and unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is June 8, 2022, at 4:30 PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING



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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-66	Date of Issuance:	MAY 29, 2022
Description:	UNDERGROUND PULLER		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC DEPARTMENT		
Purchasing Department (Buyer):	ANDREA TREVISAN		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	NO BID BOND REQUIRED		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	JUNE 14, 2022 AT 1:30 PM CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th 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 14 th 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:	June 8, 2022– 4:30 PM CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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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: Sherman + Reilly, Inc. Phone Number: 423-756-5300

Business Address (Full Street/City/State/Zip): 400 West 33rd Street, Chattanooga, TN 37410

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

Name of Contact Person: Becky Higgins Email: becky.higgins@sherman-reilly.com

Signature of Authorized Person:  Date: 06 June 22

Printed or Typed Name: Becky Higgins Title: Quotes Specialist

Arkansas Contractor's License Number: _____ (Not required unless specified)

Sales or Use Tax ID Number: 62-0355760

Bid Bond Included: ☐ Yes ☒ No (only required if specified in this IFB Document)

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of a new Sherman & Reilly Duct Dawg Underground Puller DDHXA-100, as specified, or equivalent Unit.

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.

3. APPENDIXES

- APPENDIX A: VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)
- APPENDIX B: SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of sixty (60) days after the Public Bid Opening. The City of Bentonville has sixty (60) days from the Bid Opening date in which to evaluate Bids and recommend 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)

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

 Bid Bond Required X Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of **(NA)**, 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 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.

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B. PERFORMANCE & PAYMENT BOND

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

☐ Performance and Payment Bond Required ☒ Performance and Payment Bond Not Required for this Solicitation

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

C. BONDS – GENERAL

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

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements 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.

3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workmanship and materials) 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 shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

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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 construction of the project or 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.

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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 an 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.

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. DAMAGES

Any damage occurring to City (public) or private property within the worksite area(s) or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City's contact, or designated assignee and repaired at the awarded Bidder's expense.



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10. 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.

11. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.

12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

13. BIDDER'S DOCUMENTS

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

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

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

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14. 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.

☐ Invoice upon 100% completion (As approved by the City)

☐ 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)

☒ Invoice upon delivery (Payment within 14 days)

☒ Invoice 14 days prior to delivery for payment upon delivery
(All product(s) or work must be approved by an authorized
City of Bentonville employee prior to payment being furnished).

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

15. BIDDER REQUESTED PAYMENT TERMS

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

☐ NET 30 Days from Invoice Submission ☐ NET 60 Days from Invoice Submission ☐ Other (Specify Below)

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16. PRE-BID MEETING

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

☐ **Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)**

☐ In Person ☐ Zoom or Other Virtual Method

☐ **Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)**

☐ In Person ☐ Zoom or Other Virtual Method

☒ **No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)**

17. TERM

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

☐ **Contract Term (for services, construction projects etc.)**

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

☒ **Single Purchase (for an item(s) ordered at one time)**

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

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

☐ **Multiple Purchase/Pricing Agreement (for items ordered at various times)**

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

- A. Deliveries must be made to the specified City of Bentonville location within _____ from receipt of the City’s Purchase Order unless otherwise indicated herein and accepted by the City.

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18. SUBCONTRACTORS

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

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

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.**

19. FIELD TESTING

The City of Bentonville reserves the right to field test equipment proposed by the apparent low-Bidder or the apparent two lowest Bids to confirm the proposed Unit(s) meet the City's Specifications. All costs associated with the field test shall be the Bidder's responsibility, including but not limited to transport of the Unit(s) to the City's testing site and pick-up of the Unit(s) upon completion of testing. In no event shall any Bidder assume the City will purchase the proposed Unit(s) based off the test. Confirmation of award is only received by approval from the Bentonville City Council.

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20. TRAINING

The awarded Bidder will be responsible for the initial training of a minimum of two (2) operators, both of whom shall be City employees, on all aspects of the equipment at a time and location to be determined by the City of Bentonville, and before operation of the equipment by City employees. The training shall consist of, but is not limited to: operation, safety, service intervals, inspecting, proper timing for replacement of parts, cleaning, winter and summer operation instructions, proper preparation for seasonal changes, and general maintenance.

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The Scope of work for this Invitation for Bid (IFB) is for the one-time purchase and delivery of a new Sherman & Reilly Duct Dawg Underground Puller DDHXA-100, as specified, or equivalent Unit.

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

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): June 28, 2022

Delivery/Work-Site Address: 3200 SW Municipal Dr, Bentonville, AR 72712

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

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

City's Specification:

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

Bidder Response: AS SPECIFIED X **ALTERNATE DATES REQUESTED** (REQUIRES COMPLETION OF FIELDS BELOW)

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

One-Time Order: All item(s) shall be delivered within 120 day(s) from receipt of the City's Purchase Order.

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SECTION 4: BIDDER ACKNOWLEDGEMENTS

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

Description	Bidder's Initials												
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	<u>BH</u>												
Appendix A: Vendor Disclosure, Completed	<u>BH</u>												
Appendix B: Specifications, Completed	<u>BH</u>												
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. <table border="0"> <thead> <tr> <th><u>ADDENDUM NUMBER</u></th> <th><u>DATE OF ISSUANCE</u></th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>												
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SECTION 5: 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 Bid Price 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.

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 sixty (60) days after the opening of Bids without the consent of the City; sixty (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:

EA – Each

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE



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BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Unit Price
1	EA	New Sherman & Reilly Duct Dawg Underground Puller DDHXA-100, as specified, or equivalent Unit Bidder mark here if as specified: <u>X</u> Bidder: Specify year/make/model etc. here if offering alternate/equivalent: _____	\$ <u>223,491.00</u>
SALES TAX 9.5% (If applicable, write "NA" if not applicable. The City does not pay sales tax on vehicles registered to be driven on the road)		\$ <u>NA</u>	
TOTAL BID PRICE (Stated in figures)		\$ <u>223,491.00</u>	
TOTAL BID PRICE (Stated in words)		Two hundred twenty-three thousand four hundred ninety-one dollars and no cents.	

BIDDER DECLARATION

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

Company Name: Sherman + Reilly, Inc. By (Authorized Person's Signature) Becky Higgins

State of incorporation (required if Company is a corporation): Tennessee

Full names of all partners (required if Company is a partnership): _____

Printed Name and Title: Becky Higgins, Quotes Specialist

Date: 06 June 22



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SECTION 6: 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 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.



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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 evident 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.

Bidders 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 the bid guarantee Bid stated herein 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.



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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 (2) or more identical low Bids, award will be made to the lowest and most responsive and responsive Bidder 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.



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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.



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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.



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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 of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere to 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.



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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.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
37. **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.
38. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department at (479) 271-3115.



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ADMINISTRATIVE SERVICES BUILDING
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(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)



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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Sherman + Reilly, Inc.

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 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



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX B **SPECIFICATIONS** **(REQUIRED RESPONSE DOCUMENT)**



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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SPECIFICATIONS

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.

lb(s)- pound(s) "- inches fpm- feet per minute Hp- horsepower '-feet/foot cfm- cubic feet per minute
psi- pounds per square inch gpm- gallons per minute

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 appendices and agrees to perform the work and provide the materials as specified.	✓	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	✓	
3	Bidder is an authorized seller of the Unit proposed in Bidder's Bid.	✓	
4	Bidder understands that Bidder's TOTAL BID PRICE is inclusive of ALL costs to the City, including SALES TAX. THE CITY OF BENTONVILLE IS NOT TAX EXEMPT AND PAYS SALES TAX ON HEAVY EQUIPMENT (equipment not registered to travel on the road).	✓	
5	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	✓	
2. GENERAL UNIT SPECIFICATIONS			
6	New Sherman & Reilly Duct Dawg Underground Puller, Model DDHXA-100 or equivalent Unit	✓	
7	10,000 lbs max pulling capacity	✓	
8	Bullwheels: Twin capstan, 7" diameter, 5-groove followed by 6-groove	✓	



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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	Gearbox and Line Speed: 1st gear 0-60 fpm at 10,000 lbs with demand payout 2nd gear 0-120 fpm at 5,000 lbs with demand payout	✓	
10	Gross vehicle weight rating (GVWR): 9,500 lbs	✓	
11	Trailer-mounted with electric brakes and safety break-away switch	✓	
12	Engine: 71 peak Hp, diesel, water-cooled, electric start	✓	
13	Three (3) hydraulic jacks- jack cylinders must be enclosed for protection	✓	
14	7/16" x 2,000' Steel Pulling Cable, no anti-twist rope	✓	
15	Fully articulating, self-supported 3-axis boom 50 degree swing arc, left and right 90 degree vertical arc, up and down 24" telescoping, in and out 17" sheave with 60-degree swivel head	✓	
16	Battery-powered wireless remote control with back-up controls unit to mirror wireless remote control. Remote control must be able to perform more than one function at a time. Remote shall use AA batteries.	✓	
17	Single engine powering hydraulics and compressor. Kubota engine, or equivalent.	✓	
18	Air compressor: - Low flow: 160 cfm at 40 psi - High flow: 90 cfm at 90 psi 50' hose with easy connect ends	✓	
19	Frame construction: Steel tubing, continuous-weld (no skip welds)	✓	
20	Single axle trailer, single wheel	✓	
21	Hydraulic tool circuit: 7 gpm at 2,500 psi auxiliary	✓	
22	Footage counter: electronic, actual footage, pay-in and pay-out with memory	✓	
23	Digital electronic load recorder	✓	
24	Digital display for all machine operations, diagnostics and pull status	✓	



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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
25	Tensiometer	✓	
26	Air adapter kit to fit 2", 2-1/2", 3", 4", 5" and 6" conduit	✓	
27	Set, UG-71 Underground Blocks to fit sizes 2", 2-1/2", 3", 4", 5" and 6"	✓	
28	The awarded Bidder will be responsible for the initial training of a minimum of two (2) operators, both of whom shall be City employees, on all aspects of the equipment at a time and location to be determined by the City of Bentonville, and before operation of the equipment by City employees. The training shall consist of, but is not limited to: operation, safety, service intervals, inspecting, proper timing for replacement of parts, cleaning, winter and summer operation instructions, proper preparation for seasonal changes, and general maintenance.	✓	

29. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties available for the Unit(s) and Items within the specified Unit(s) below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning: _____

Warranties Provided:

See warranty document for coverage



SHERMAN+REILLY

DUCT DAWG® AIR UNDERGROUND PULLER

DDHXA-75/100 - 7,500 OR 10,000 LBS. PULLING CAPACITY



- 1** Equipped with an on-board air compressor to tackle multiple jobs with one piece of equipment
- 2** Fully articulating, self-supported 3-axis boom
 - 50 degree swing arc, left and right
 - 90 degree vertical arc, up and down
 - 24 in. telescoping, in and out
 - 17 in. sheave with 60-degree swivel head
- 3** Durable, battery-powered wireless remote control for safer operation
- 4** Digital and manual hydraulic operation interface
- 5** Single engine powering hydraulics and compressor

FEATURES

- Simplified underground jobsite setup
- Optimized, compact design with a footprint under 17 ft.
- Full CANbus compatibility
- Smooth operation with 3-speed gearbox on 75 and 2-speed on 100
- Hydraulically driven, twin capstan bullwheels
- Equipped with a digital recorder to continuously measure length of cable deployed and line tension

DUCT DAWG® UNDERGROUND PULLER

DDHXA-75/100 - 7,500 OR 10,000 LBS. PULLING CAPACITY

Sherman-Reilly.com

SPECIFICATIONS

	DDHXA-75	DDHXA-100
Pulling Capacity Max	7,500 lbs	10,000 lbs
Bullwheels	Twin capstan, 6 in. dia., 5-groove followed by 6-groove	Twin capstan, 7 in. dia., 5-groove followed by 6-groove
Gearbox and Line Speed	1st gear 0-60 fpm at 7,500 lbs. with demand payout 2nd gear 0-120 fpm at 3,500 lbs. with demand payout 3rd gear 0-285 fpm at 1,500 lbs. with demand payout	1st gear 0-60 fpm at 10,000 lbs. with demand payout 2nd gear 0-120 fpm at 5,000 lbs. with demand payout
Drive System	Hydraulic	Hydraulic
Hydraulic Fluid	ISO grade 32	ISO grade 32
Hydraulic Reservoir	40 Gallon with cold weather package optional	40 Gallon with cold weather package optional
Engine	71 peak Hp. Diesel, water-cooled, electric start	71 peak Hp. Diesel, water-cooled, electric start
Fuel Capacity	13 Gallons	13 Gallons
Pulling Rope	3/8 in., 6 x 25 XIP IWRC steel wire rope, 2,000 ft.	7/16 in., 6 x 25 XIP IWRC steel wire rope, 2,200 ft.
Boom	Hydraulic, joystick controlled, 3-axis, 50° swing arc - 17 in. sheave with swivel head	Hydraulic, joystick controlled, 3-axis, 50° swing arc - 17 in. sheave with swivel head
Level-wind	Dual automatic fairlead sheaves	Dual automatic fairlead sheaves
Puller Mounted Controls	Dual redundancy hydraulic override	Dual redundancy hydraulic override
Puller Wireless Controls	CANbus controller communicating with radio controlled remote (100 ft. max)	CANbus controller communicating with radio controlled remote (100 ft. max)
Footage Counter	Electronic, actual footage, pay-in and pay-out with memory	Electronic, actual footage, pay-in and pay-out with memory
Hydraulic Tool Circuit	7 gpm @ 2,500 psi auxiliary	7 gpm @ 2,500 psi auxiliary
Pulling Connectors	Rotation-resistant: (1) E-35 rated at 3,000 lbs & (1) E-49 rated at 8,000 lbs	Rotation-resistant (1) rated at 3,000 lbs & (1) rated at 8,000 lbs
Frame Construction	Steel tubing, continuous-weld	Steel tubing, continuous-weld
Length, overall, nominal	16 ft. 9 in.	16 ft. 9 in.
Width, overall, nominal	95 in.	95 in.
Height, overall, nominal	114 in.	114 in.
Weight*, nominal	8,900 lbs. with rope	9,100 lbs. with rope
GVWR	9,500 lbs.	9,500 lbs.
Suspension	Leaf-spring	Leaf-spring
Axel Configuration	Single	Single
Wheel Configuration and Tires	Single, LT235/75R17.5	Single, LT235/75R17.5
Brakes, trailer	Electric, with safety break-away switch	Electric, with safety break-away switch
Towing Attachment	3 in. adjustable pintle eye	3 in. adjustable pintle eye
Safety Chains	2 ea. with hooks	2 ea. with hooks
Tie Downs	5/8 in. dia. steel D-rings	5/8 in. dia. steel D-rings
Front / Nose Jack	Hydraulic, with shoe - 144 in.² of surface area	Hydraulic, with shoe - 144 in.² of surface area
Stabilizing Jacks	Hydraulic, with shoe at rear corners - 144 in.² of surface area	Hydraulic, with shoe at rear corners - 144 in.² of surface area
Electrical System	12 VDC, 90 amp alternator	12 VDC, 90 amp alternator
Lights, navigation	US DOT LED, 12 VDC	US DOT LED, 12 VDC
Battery	12 V	12 V
Grounding	3/4 in. dia. copper-clad steel ground loops (4)	3/4 in. dia. copper-clad steel ground loops (4)
Fire Extinguisher	ABC	ABC
Hose Reel	1 in. by 50 ft.	1 in. by 50 ft.
Air Compressor	Low flow: 160 cfm at 40 psi; High flow: 90 cfm at 90 psi	Low flow: 160 cfm at 40 psi; High flow: 90 cfm at 90 psi

OPTIONS

Strobe Light	
Solar Battery Charger	
Submersible Pumps	Self-priming, compact, high-impact trainer housing pump See utility tools

Air Adapter Kits
Underground Blocks Available



Duct Dawg remote control

*Subject to change

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Quote: 9153

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LANCE HENDERSON
CITY OF BENTONVILLE
501 SW AIRPORT ROAD
BENTONVILLE AR 72712

FormAddress-EmailURI: sales@sherman-reilly.com
Date: Mar 25, 2022
Your Reference: DDHXA-100
Valid To: Aug 2, 2022
Request Date: May 10, 2022
Customer Number: 216730

Contact: 8110 Southern Utility Sales Agency
E-Mail: sales@sherman-reilly.com

Dear Sir or Madam,
Thank you for your interest. We offer the following items:

Line	Product	Description	Quantity	Net Price	Net Value
10	620831	DDHXA-100;S40_2-6;UG71 +CNDXAPT+FALCONBRD	1 Each	209,584.00 USD / 1 Each	209,584.00 USD
List Price 209,584.00 USD / 1 Each 209,584.00 USD					
DDHXA-100 - 10,000 lb. Trailer Mounted Underground Puller with Electric Brakes, Diesel Engine, (3) Hydraulic Jacks, 7/16" x 2,200' Steel Pulling Cable. RF remote controlled Hydraulic Boom, Tensiometer, Digital Electronic Load Recorder, and Digital display for all machine operations, diagnostics and pull status.					
Included Accessories:					
1. Air Adapter Kit To Fit 2", 2-1/2", 3", 4", 5" and 6" Conduit					
2. Set, UG-71 Underground Blocks to fit sizes 2", 2-1/2", 3", 4", 5" & 6"					

Total Item Net Value	209,584.00 USD
Shipping and Handling	3,427.00 USD
Other Surcharge2	10,480.00 USD
Total	223,491.00 USD

Payment Terms: 30 days net
Incoterms: FOB Destination, Freight PPD & Added, -

5% SURCHARGE APPLIES

SHIPPING & HANDLING IS ESTIMATE ONLY. RATE SUBJECT TO CHANGE.

Sherman & Reilly, Inc.
400 West 33rd Street
Chattanooga, TN 37410 USA
www.sherman-reilly.com



Quote: 9153

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Quote Number: 9153

Sherman & Reilly, Inc., hereinafter referred to as the Company, shall not be liable to Purchaser for damages from any delays in manufacturing or shipping Products resulting from strikes, accidents, fires, floods, inability to secure fuel or power, delays in transportation, failure to receive materials from suppliers on time, terrorist activities, or other hindrances beyond the Company's control. Purchaser shall have the right to inspect Products at any time during the manufacture and assembly, after reasonable notice; however, any rejection of the Product must be in writing and received by the Company within 72 hours after delivery.

Material indicated as Special on the Acknowledgment Copy of the order differs from standard dimensions or in other ways and is manufactured to Purchaser's specific order. The order is not subject to cancellation after work has started. In the sole discretion of the Company, which must be confirmed in writing by an authorized representative of the Company, products indicated as Special on the Acknowledgement Copy of the order may be returned for credit, if received unused and undamaged and upon payment of a restocking charge equal at least 25% of net price, plus all transportation charges.

Prices are subject to change without notice unless otherwise stated in writing. All shipments are FOB Shipping with freight prepaid and billed on the invoice, including applicable taxes. Terms are Net 30 Days with approved credit unless otherwise stated. The maximum service charge allowable is 1-1/2% per month and will be applied to all accounts not paid within 30 days from the date of the original invoice. Minimum order is \$50.00. The Company reserves the right to require payment in advance of any shipment and to be permitted to send shipments C.O.D. Due to the special nature of the goods, the Seller will select the freight carrier unless otherwise directed by the Purchaser.

There will be a service charge for payment received by credit card when the order amount is \$1,000.00 and over. For Visa and MasterCard the service charge will be 2% of the order total. For American Express, the service charge will be 3% of the order total. Sherman & Reilly currently does not accept payment by any other credit card.

No order or contract shall be binding on the Company until accepted in writing by an authorized representative of the Company at its office in Chattanooga, Tennessee. The sales agreement evidenced by each order form, and any dispute or controversy arising there from or related thereto, shall be governed by the laws of the State of Tennessee.

LIMITED WARRANTY: Please refer to www.sherman-reilly.com

The Standard Limited Warranty defined on our web site covers all SRI products.

The Forever Warranty defined on our web site further covers SRI products comprising distribution and transmission single-conductor blocks and bundled blocks, and related accessories; collectively, "Products".



WARRANTY

Warranty is limited to defects in material and workmanship for a period of one (1) year from date of shipment, unconditionally.

The seller makes no representation or warranty to the purchaser as to the suitability or fitness of the material or products for the particular use intended or made by the purchaser. Such determination having been made exclusively by the purchaser, and all risk of damage or delay caused by the unfitness or unsuitability of the material or products or any part of same, for any particular use made by the purchaser or the breakdown or malfunction of same during the course of such use shall be exclusively upon the purchaser. The seller makes no warranty of merchantability to purchaser in the sale of goods ordered herewith.

Seller's warranty is limited to the replacement of parts or material, excluding shipping charges, labor or service and handling charges.



Agenda Item Form

Date of City Council Meeting	6/28/2022
Department	Electric
Submitted by	Travis Matlock
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to award IFB 22-68 to Calcon, Inc. for the city wide boring/trenching installation. Pricing per bid tab. This contract is for a one-year term, renewable annual for a total maximum term of three years.					

Estimated Cost	72,790.00
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: June 28, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: Bid Award 22-68 Boring/Trenching Bid

Electric Dept. staff recommends awarding bid to Calcon, Inc. per the price breakdown attached to establish the per foot price conduit and pipe installation. This service will be used on an as needed basis for the 2022 year; the contract is renewable annually, upon agreement and approval of each year's budget, for a maximum term of three years.

IFB-22-68 BID TABULATION - BID OPENING: FRIDAY, JUNE 17, 2022 AT 2:00PM

BIDDERS:				Calcon Inc				Forsgren, Inc.				Big M Ranch, Inc.				Superman Directional Drilling							
Line Item	Item Description	Estimated Quantity (A)	Unit	Price		Extended Price		Price		Extended Price		Price		Extended Price		Price		Extended Price					
	Trenching (per linear FT)			Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)	Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)	Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)	Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)				
1	1.5" CIC (Conductor in Conduit provided by BEUD)	10	LF	\$ 36.00	\$ 46.00	\$ 360.00	\$ 460.00	\$ 60.00	\$ 70.00	\$ 600.00	\$ 700.00	\$ 19.00	\$ 38.00	\$ 190.00	\$ 380.00	\$ 13.65	\$ 29.40	\$ 136.50	\$ 294.00				
2		10	LF	\$ 39.00	\$ 49.00	\$ 390.00	\$ 490.00	\$ 60.00	\$ 70.00	\$ 600.00	\$ 700.00	\$ 18.00	\$ 28.00	\$ 180.00	\$ 280.00	\$ 17.65	\$ 33.40	\$ 176.50	\$ 334.00				
3	3"	10	LF	\$ 45.00	\$ 55.00	\$ 450.00	\$ 550.00	\$ 65.00	\$ 75.00	\$ 650.00	\$ 750.00	\$ 25.00	\$ 42.00	\$ 250.00	\$ 420.00	\$ 20.65	\$ 36.40	\$ 206.50	\$ 364.00				
4	4"	10	LF	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00	\$ 75.00	\$ 85.00	\$ 750.00	\$ 850.00	\$ 28.00	\$ 45.00	\$ 280.00	\$ 450.00	\$ 24.65	\$ 40.40	\$ 246.50	\$ 404.00				
5	5"	10	LF	\$ 53.00	\$ 63.00	\$ 530.00	\$ 630.00	\$ 80.00	\$ 90.00	\$ 800.00	\$ 900.00	\$ 34.00	\$ 51.00	\$ 340.00	\$ 510.00	\$ 26.65	\$ 42.40	\$ 266.50	\$ 424.00				
6	6"	10	LF	\$ 65.00	\$ 75.00	\$ 650.00	\$ 750.00	\$ 85.00	\$ 95.00	\$ 850.00	\$ 950.00	\$ 40.00	\$ 59.00	\$ 400.00	\$ 590.00	\$ 33.65	\$ 49.40	\$ 336.50	\$ 494.00				
Trenching Multiple Conduit Installation																							
7	1.5" (Conductor In Conduit provided by BEUD)	10	LF	\$ 10.00	\$ 20.00	\$ 100.00	\$ 200.00	\$ 40.00	\$ 45.00	\$ 400.00	\$ 450.00	\$ 14.25	\$ 14.25	\$ 142.50	\$ 142.50	\$ 5.50	\$ 8.50	\$ 55.00	\$ 85.00				
8	2"	10	LF	\$ 15.00	\$ 23.00	\$ 150.00	\$ 230.00	\$ 40.00	\$ 45.00	\$ 400.00	\$ 450.00	\$ 13.00	\$ 13.00	\$ 130.00	\$ 130.00	\$ 11.00	\$ 16.00	\$ 110.00	\$ 160.00				
9	3"	10	LF	\$ 16.00	\$ 24.00	\$ 160.00	\$ 240.00	\$ 45.00	\$ 50.00	\$ 450.00	\$ 500.00	\$ 17.62	\$ 17.62	\$ 176.20	\$ 176.20	\$ 13.00	\$ 18.00	\$ 130.00	\$ 180.00				
10	4"	10	LF	\$ 23.00	\$ 28.00	\$ 230.00	\$ 280.00	\$ 50.00	\$ 55.00	\$ 500.00	\$ 550.00	\$ 21.00	\$ 21.00	\$ 210.00	\$ 210.00	\$ 16.00	\$ 21.00	\$ 160.00	\$ 210.00				
11	5"	10	LF	\$ 25.00	\$ 30.00	\$ 250.00	\$ 300.00	\$ 55.00	\$ 60.00	\$ 550.00	\$ 600.00	\$ 26.00	\$ 26.00	\$ 260.00	\$ 260.00	\$ 19.00	\$ 24.00	\$ 190.00	\$ 240.00				
12	6"	10	LF	\$ 29.00	\$ 34.00	\$ 290.00	\$ 340.00	\$ 60.00	\$ 65.00	\$ 600.00	\$ 650.00	\$ 32.00	\$ 32.00	\$ 320.00	\$ 320.00	\$ 22.50	\$ 27.50	\$ 225.00	\$ 275.00				
Trenching (w/o Conduit Installation) (per linear FT)																							
13	18"x30"	10	LF	\$ 24.00	\$ 34.00	\$ 240.00	\$ 340.00	\$ 40.00	\$ 50.00	\$ 400.00	\$ 500.00	\$ 20.86	\$ 40.41	\$ 208.60	\$ 404.10	\$ 13.65	\$ 29.40	\$ 136.50	\$ 294.00				
14	18"x52"	10	LF	\$ 29.00	\$ 39.00	\$ 290.00	\$ 390.00	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00	\$ 24.16	\$ 44.86	\$ 241.60	\$ 448.60	\$ 14.65	\$ 30.40	\$ 146.50	\$ 304.00				
Directional Boring (per linear FT)																							
15	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	\$ 35.00	\$ 45.00	\$ 350.00	\$ 450.00	\$ 65.00	\$ 75.00	\$ 650.00	\$ 750.00	\$ 24.00	\$ 48.00	\$ 240.00	\$ 480.00	\$ 17.00	\$ 38.00	\$ 170.00	\$ 380.00				
16	2"	10	LF	\$ 40.00	\$ 50.00	\$ 400.00	\$ 500.00	\$ 65.00	\$ 75.00	\$ 650.00	\$ 750.00	\$ 25.30	\$ 50.60	\$ 253.00	\$ 506.00	\$ 22.00	\$ 40.00	\$ 220.00	\$ 400.00				
17	3"	10	LF	\$ 45.00	\$ 55.00	\$ 450.00	\$ 550.00	\$ 75.00	\$ 85.00	\$ 750.00	\$ 850.00	\$ 37.00	\$ 71.51	\$ 370.00	\$ 715.10	\$ 25.00	\$ 44.00	\$ 250.00	\$ 440.00				
18	4"	10	LF	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00	\$ 80.00	\$ 95.00	\$ 800.00	\$ 950.00	\$ 49.45	\$ 85.46	\$ 494.50	\$ 854.60	\$ 34.00	\$ 60.00	\$ 340.00	\$ 600.00				
19	5"	10	LF	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00	\$ 85.00	\$ 100.00	\$ 850.00	\$ 1,000.00	\$ 61.40	\$ 118.91	\$ 614.00	\$ 1,189.10	\$ 45.00	\$ 80.00	\$ 450.00	\$ 800.00				
20	6"	10	LF	\$ 65.00	\$ 85.00	\$ 650.00	\$ 850.00	\$ 90.00	\$ 105.00	\$ 900.00	\$ 1,050.00	\$ 73.68	\$ 145.67	\$ 736.80	\$ 1,456.70	\$ 60.00	\$ 100.00	\$ 600.00	\$ 1,000.00				
Water Main (per linear FT)																							
21	16" (.219 Wall Thickness)	10	LF	\$ 210.00	\$ 310.00	\$ 2,100.00	\$ 3,100.00	\$ 300.00	\$ 400.00	\$ 3,000.00	\$ 4,000.00	\$ 270.00	\$ 420.00	\$ 2,700.00	\$ 4,200.00	\$ 190.00	\$ 280.00	\$ 1,900.00	\$ 2,800.00				
22	20" (.281 Wall Thickness)	10	LF	\$ 220.00	\$ 320.00	\$ 2,200.00	\$ 3,200.00	\$ 350.00	\$ 450.00	\$ 3,500.00	\$ 4,500.00	\$ 345.60	\$ 480.00	\$ 3,456.00	\$ 4,800.00	\$ 220.00	\$ 310.00	\$ 2,200.00	\$ 3,100.00				
23	24" (.344 Wall Thickness)	10	LF	\$ 230.00	\$ 330.00	\$ 2,300.00	\$ 3,300.00	\$ 400.00	\$ 500.00	\$ 4,000.00	\$ 5,000.00	\$ 408.00	\$ 600.00	\$ 4,080.00	\$ 6,000.00	\$ 300.00	\$ 390.00	\$ 3,000.00	\$ 3,900.00				
24	30" (.406 Wall Thickness)	10	LF	\$ 240.00	\$ 340.00	\$ 2,400.00	\$ 3,400.00	\$ 450.00	\$ 550.00	\$ 4,500.00	\$ 5,500.00	\$ 528.00	\$ 720.00	\$ 5,280.00	\$ 7,200.00	\$ 445.00	\$ 560.00	\$ 4,450.00	\$ 5,600.00				
25	36" (.50 Wall Thickness)	10	LF	\$ 250.00	\$ 350.00	\$ 2,500.00	\$ 3,500.00	\$ 500.00	\$ 600.00	\$ 5,000.00	\$ 6,000.00	\$ 636.00	\$ 840.00	\$ 6,360.00	\$ 8,400.00	\$ 533.00	\$ 670.00	\$ 5,330.00	\$ 6,700.00				
Sewer Main (per linear FT)																							
26	16" (.219 Wall Thickness)	10	LF	\$ 210.00	\$ 310.00	\$ 2,100.00	\$ 3,100.00	\$ 350.00	\$ 450.00	\$ 3,500.00	\$ 4,500.00	\$ 270.00	\$ 420.00	\$ 2,700.00	\$ 4,200.00	\$ 209.00	\$ 308.00	\$ 2,090.00	\$ 3,080.00				
27	20" (.281 Wall Thickness)	10	LF	\$ 220.00	\$ 320.00	\$ 2,200.00	\$ 3,200.00	\$ 400.00	\$ 500.00	\$ 4,000.00	\$ 5,000.00	\$ 345.60	\$ 480.00	\$ 3,456.00	\$ 4,800.00	\$ 242.00	\$ 341.00	\$ 2,420.00	\$ 3,410.00				
28	24" (.344 Wall Thickness)	10	LF	\$ 230.00	\$ 330.00	\$ 2,300.00	\$ 3,300.00	\$ 450.00	\$ 550.00	\$ 4,500.00	\$ 5,500.00	\$ 408.00	\$ 600.00	\$ 4,080.00	\$ 6,000.00	\$ 330.00	\$ 429.00	\$ 3,300.00	\$ 4,290.00				
29	30" (.406 Wall Thickness)	10	LF	\$ 240.00	\$ 340.00	\$ 2,400.00	\$ 3,400.00	\$ 500.00	\$ 600.00	\$ 5,000.00	\$ 6,000.00	\$ 528.00	\$ 720.00	\$ 5,280.00	\$ 7,200.00	\$ 489.50	\$ 616.00	\$ 4,895.00	\$ 6,160.00				
30	36" (.50 Wall Thickness)	10	LF	\$ 250.00	\$ 350.00	\$ 2,500.00	\$ 3,500.00	\$ 550.00	\$ 650.00	\$ 5,500.00	\$ 6,500.00	\$ 636.00	\$ 840.00	\$ 6,360.00	\$ 8,400.00	\$ 586.30	\$ 737.00	\$ 5,863.00	\$ 7,370.00				
TOTAL BID PRICE CALCULATION																							
				DIRT - Subtotal of Extended Prices		\$ 30,440.00				DIRT - Subtotal of Extended Prices		\$ 55,150.00				DIRT - Subtotal of Extended Prices		\$ 40,000.00					
				ROCK - Subtotal of Extended Prices				\$ 42,350.00				ROCK - Subtotal of Extended Prices				\$ 67,000.00				ROCK - Subtotal of Extended Prices		\$ 54,092.00	
				TOTAL BID PRICE: \$72,790.00 (SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				TOTAL BID PRICE: \$122,150.00 (SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				TOTAL BID PRICE: \$120,912.10 (SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				TOTAL BID PRICE: \$94,092.00 (SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)							
																Superman Directional Drilling Extended Price of Dirt for line 5 was corrected based on Unit Price during Bid Evaluation.							
City of Bentonville Purchasing Office - purchasing@bentonville.com - (479) 271-3115																							

IFB-22-68 TABULATION: OTHER SERVICES/MISCELLANEOUS PRICING SECTION (NOT PART OF TOTAL BID PRICE)	
1	Other Services/Miscellaneous Pricing Section (Not part of total bid price)
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The pricing in this section shall specify the contract pricing for other services and miscellaneous items related to the boring and trenching services, as needed, throughout the term of the awarded contract.

This section is not included in the calculation of the Total Bid Price.

LOW BIDDER:				Calcon Inc			
Line Item	Item Description	Estimated Quantity (A)	Unit	Price		Extended Price	
	Bore Pit (per vertical FT)			Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)
1	Depth more than 8'	1	Vertical Foot	\$ 1,750.00	\$ 3,500.00	\$ 1,750.00	\$ 3,500.00
	Miscellaneous						
2	2-Man Crew Labor	10	per hour	\$ 400.00	\$ 400.00	\$ 4,000.00	\$ 4,000.00
3	Placing SWGR Vaults	10	Each	\$ 5,000.00	\$ 6,500.00	\$ 50,000.00	\$ 65,000.00
4	Placing Comcast (fiberglass) JB	10	Each	\$ 650.00	\$ 800.00	\$ 6,500.00	\$ 8,000.00
5	Placing Single Phase Transformer Pads	10	Each	\$ 550.00	\$ 550.00	\$ 5,500.00	\$ 5,500.00
6	Placing Secondary Pedestals	10	Each	\$ 450.00	\$ 450.00	\$ 4,500.00	\$ 4,500.00
7	8" Direction Bore	10	LF	\$ 200.00	\$ 350.00	\$ 2,000.00	\$ 3,500.00
8	Mule Tape (only in bore pipe/upon request)	10	LF	\$ 3.00	\$ 3.00	\$ 30.00	\$ 30.00
9	Sawcut, Remove/Replace Concrete (4"-6")	10	SF	\$ 42.50	\$ 42.50	\$ 425.00	\$ 425.00
10	Sawcut, Remove/Replace Asphalt (2"-3")	10	SF	\$ 42.50	\$ 42.50	\$ 425.00	\$ 425.00
11	Place Fiber Optic Handhole 30"x48"36"	10	Each	\$ 700.00	\$ 850.00	\$ 7,000.00	\$ 8,500.00
12	Place Fiber Optic Handhole 30"x48"24"	10	Each	\$ 625.00	\$ 750.00	\$ 6,250.00	\$ 7,500.00
13	Place Passive Cabinet Base	10	Each	\$ 650.00	\$ 800.00	\$ 6,500.00	\$ 8,000.00
14	Pour Active Cabinet Concrete Base	10	Each	\$ 2,850.00	\$ 3,500.00	\$ 28,500.00	\$ 35,000.00
15	Place Maxcell (For fiber installs only)	10	LF	\$ 10.00	\$ 10.00	\$ 100.00	\$ 100.00
16	Place Tracer Wire (For fiber installs only)	10	LF	\$ 4.50	\$ 4.50	\$ 45.00	\$ 45.00

City of Bentonville Purchasing Office - purchasing@bentonvillear.com - (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

FOR PUBLICATION

PUBLICATION DATES: MAY 29, 2022

NOTICE TO BIDDERS

BORING AND TRENCHING SERVICES

Invitation For Bid (IFB)-22-68

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly experienced, capable and licensed contractors to provide boring and trenching services to the City on an as needed basis for the term of the Contract. The awarded Contract will be available for use by all City Department in need of these services; however, the primary Departments utilizing this Contract are anticipated to be the Water and Electric Utility Departments. The awarded Bidder will be required to sign a binding contract with the City for an initial one (1) year term, renewable annually upon mutual written agreement for a total maximum term not to exceed three (3) years. Contractors must be properly insured, bonded and licensed, as required in the Bidding Documents and in accordance with all applicable laws in the State of Arkansas.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 5% (five percent) of the Total Bid Price, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidders shall adhere to the bonding requirements as specified in the IFB-22-68 Bidding Documents.

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

The awarded Bidder will be required to furnish Performance and Payment Bonds at the time of signing the Contract in amounts equal to the Total Bid Price.

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.

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



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

There will be a Public Bid Opening for IFB-22-68 held at 2:00PM CST on Friday, June 17, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, unsigned Submissions and Submissions which do not contain the required Bid Bond will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is June 13, 2022, at 4:30PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING



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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-68	Date of Issuance:	MAY 29, 2022
Description:	BORING AND TRENCHING SERVICES		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITY DEPARTMENT		
Purchasing Department (Buyer):	GLADYS SHOEMAKE, PURCHASING MANAGER		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	5% BID BOND REQUIRED SEE BID BOND SECTION OF THIS IFB DOCUMENT FOR DETAILS		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	June 17, 2022 AT 2:00PM CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	City of Bentonville Administrative Services Building Purchasing – 2 nd Floor 1000 SW 14 th 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:	June 13, 2022– 4:30PM CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	



CITY OF BENTONVILLE, ARKANSAS
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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: Calcon Inc Phone Number: 479-273-5558

Business Address (Full Street/City/State/Zip): 10620 Hwy 72 W, Bentonville AR 72712

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

Name of Contact Person: Jack Moody Email: Jack@Calconinc.com

Signature of Authorized Person: [Signature] Date: 6/15/2022

Printed or Typed Name: Drew Mayer Title: owner

Arkansas Contractor's License Number: 0180570423 (REQUIRED)

Sales or Use Tax ID Number: 710790227

Bid Bond Included: ☒ Yes ☐ No (only required if specified in this IFB Document)

[This space has been intentionally left blank]

State of Arkansas
Commercial Contractors Licensing Board

CALCON, INC., D/B/A CALCON LA INC
10620 AR 72 W
BENTONVILLE, AR 72712

CALCON, INC., D/B/A CALCON LA INC

This is to Certify That

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)

This contractor has an unlimited suggested bid limit.

from June 10, 2022 **until** April 30, 2023 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Matthew C. [Signature]

CHAIRMAN

[Signature]

SECRETARY

June 10, 2022 - srg

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Calcon, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 10620 W Hwy 72	Requester's name and address (optional)
6 City, state, and ZIP code Bentonville, AR 72712	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
7	1	-	0	7	9	0	2	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *K Sangnir*

Date ► **1-4-2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Western Insurance Agency, Inc. 1 W Main St Booneville AK 72927-3634		CONTACT NAME: Staci Johnson PHONE (A/C, No, Ext): 479-878-3470 FAX (A/C, No): (479) 675-2987 E-MAIL ADDRESS: sjohnson@firstwestern.com	
INSURED Calcon, Inc.; Directional Underground, LLC 10620 Hwy 72 West Bentonville AR 72712		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: Evanston Insurance Company INSURER C: Liberty Mutual INSURER D: Ohio Casualty INSURER E: INSURER F:	
License#: 100111186 CALCINC-01		NAIC # 27243 24074	

COVERAGES

CERTIFICATE NUMBER: 1105885204

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	BKS60478892	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	BAS60478892	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			XOBW9130121	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS60478892	11/1/2021	11/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, the certificate holder is hereby named as an Additional Insured including Products & Completed Operations with regards to the General Liability policy and Additional Insureds in regards Auto Liability policy. Coverage is Primary and Non-Contributory in regards to the General Liability Policy

As required by written contract, A Waiver of Subrogation is in favor of the certificate holder with regards to the General Liability, Auto Liability and Worker's Compensation

CERTIFICATE HOLDER

CANCELLATION

City of Bentonville 305 SW A St Bentonville AR 72712 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to enter into a Contract with a properly qualified, capable, licensed and insured, and experienced contractor to provide boring and trenching services to the City on an as needed basis. The awarded Contract will be available for City-wide use based on the per-unit prices awarded; however, the primary Departments utilizing this Contract are anticipated to be the Water and Electric Utility Departments. The awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

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. This includes but is not limited to the Non-Collusion Affidavit (requires notary), Vendor Disclosure, Subcontractor Disclosure (when applicable), and Bidder Qualifications.
- Proof that Bidder is a licensed contractor in the State of Arkansas. Proof may be in the form of providing the Contractor's License Number, or including a copy of the Contractor's License.
- Proof that Bidder maintains, or is able to acquire the required insurance as stated herein in the 'INSURANCE' section of this IFB document.
- 5% Bid Bond, as specified herein.

3. APPENDIXES

- **APPENDIX A: BEUD DETAIL PAGES & SPECIFICATIONS- (REQUIRED RESPONSE DOCUMENTS INCLUDED)**
- **APPENDIX B: SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)**
- **APPENDIX C: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

* BEUD: Bentonville Electric Utility Department

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. INSURANCE

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

2. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of sixty (60) days after the Public Bid Opening. The City of Bentonville has sixty (60) days from the Bid Opening date in which to evaluate Bids and recommend 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.

3. BONDS

A. BID BOND (BID GUARANTEE) (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 five percent (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 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.



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B. PERFORMANCE & PAYMENT BOND

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

☐ Performance and Payment Bond Required ☒ 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. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workmanship and materials) 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 shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

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5. 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 construction of the project or 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.

6. 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.

7. 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.

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8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

9. INDEMNIFICATION

Due to the City's 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.

10. DAMAGES

Any damage occurring to City (public) or private property within the worksite area(s) or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City's contact, or designated assignee and repaired at the awarded Bidder's expense.



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11. 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.

12. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.

13. 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.

14. 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, including any contract, 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) or additional description of their products or services.

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15. INVOICING

The awarded Bidder shall provide an invoice to the City's designated contact for approval, for work and completed. Invoices must list the Line Item Number for the Line Items included on the Bid Price Form herein for each invoiced item.

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 Work Completion (Payment will be made only for actual work completed and/or materials provided and approved by the City)

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

16. 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)

17. PRE-BID MEETING

There will be a mandatory pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document. An Optional Pre-Bid Meeting will be indicated by an "x" in one of the fields below. If there is an "x" in the "No Pre-Bid Meeting" option, there will not be a Pre-Bid Meeting for this IFB.

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

In Person Zoom or Other Virtual Method

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

In Person Zoom or Other Virtual Method

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



18. 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 for one (1) year, renewable annually upon mutual written agreement for a maximum term of three (3) years. Services during the Contract term and any renewal year will be on an as-needed basis. There is no minimum or maximum quantity of work guaranteed for the Contract. Bidders shall note that the Contract Term is separate from the required days to complete work.

19. SUBCONTRACTORS

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

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

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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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 and to deliver all item(s) and/or services to the City as specified.

The services included in the awarded Contract for IFB-22-68 will be on an as-needed basis, as directed by the City, and as specified in this IFB. Work shall be performed in accordance with industry standards and best practices, and accordance with all applicable laws and regulations, including safety regulations.

Bidder understands that there are no minimum or maximum quantities of work guaranteed in any awarded Contract for IFB-22-68.

The City shall provide C.I.C. (conductor in conduit) to be installed by Contractor. Contractor shall provide the City with no less than twenty-four (24) hours notice prior to material deliveries needed.

All work shall be performed within the City limits of Bentonville, Arkansas.

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2. DELIVERY

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

Estimated Award Date (not guaranteed, subject to change): _____ July 12, 2022 _____

Delivery/Work-Site Location: _____ Various Locations within the City of Bentonville, Arkansas _____

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

City's Specification:

Work Beginning: The City requests that Bidder be available for work to begin within two (2) weeks from the date the Contract is fully executed.

Bidder Response: _X_ AS SPECIFIED _ALTERNATE DATES REQUESTED (REQUIRES COMPLETION OF FIELDS BELOW)

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

Work Beginning: Bidder shall be available for work to begin within _____ weeks from the date the Contract is fully executed.

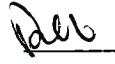
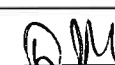
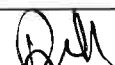
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SECTION 4: BIDDER ACKNOWLEDGEMENTS

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

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	
Proof of insurance, or the ability to acquire, as defined herein.	
5% Bid Guarantee, as specified herein.	
APPENDIX A: BEUD DETAIL PAGES & SPECIFICATIONS (Required Response Fields completed)	
APPENDIX B: SUBCONTRACTOR DISCLOSURE (Completed, if applicable)	
APPENDIX C: NON-COLLUSION AFFIDAVIT (Completed and Notarized)	
APPENDIX D: BIDDER QUALIFICATIONS (Completed)	
APPENDIX E: CONTRACTOR/VENDOR DISCLOSURE (Completed)	
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. <u>ADDENDUM NUMBER</u> _1_____ _____ _____ <u>DATE OF ISSUANCE</u> ____6/9/2022_____ _____ _____	

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SECTION 5: 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, in the Total Bid Price Calculation Section, with all factors considered. 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 at the Unit Prices provided. 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.

The Bid Award will be based on the pricing submitted by Bidder in the 'TOTAL BID PRICE CALCULATION' Section of the Bid Form. The 'Other Services/Miscellaneous Pricing' Section shall not be included in the Total Bid Price; however, this pricing shall dictate the cost for these services as needed throughout the contract term.

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 sixty (60) days after the opening of Bids without the consent of the City; sixty (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:

EA – Each	SF – Square Feet
LF – Linear Feet	VF – Vertical Feet
" – Inches	' – Feet
W/O – Without	

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

IFB-22-68 BID FORM - EXCEL FILE

Other Services/Miscellaneous Pricing Section

The pricing in this section shall specify the contract pricing for other services and miscellaneous items related to the boring and trenching services, as needed, throughout the term of the awarded contract.

This section is not included in the calculation of the Total Bid Price.

				(When completing, note that * is used for multiplication)			
Line Item	Item Description	Estimated Quantity (A)	Unit	Price		Extended Price	
	Bore Pit (per vertical FT)			Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)
1	Depth more than 8'	1	Vertical Foot	\$ 1,750.00	\$ 3,500.00	\$ 1,750.00	\$ 3,500.00
	Miscellaneous						
2	2-Man Crew Labor	10	per hour	\$ 400.00	\$ 400.00	\$ 4,000.00	\$ 4,000.00
3	Placing SWGR Vaults	10	Each	\$ 5,000.00	\$ 6,500.00	\$ 50,000.00	\$ 65,000.00
4	Placing Comcast (fiberglass) JB	10	Each	\$ 650.00	\$ 800.00	\$ 6,500.00	\$ 8,000.00
5	Placing Single Phase Transformer Pads	10	Each	\$ 550.00	\$ 550.00	\$ 5,500.00	\$ 5,500.00
6	Placing Secondary Pedestals	10	Each	\$ 450.00	\$ 450.00	\$ 4,500.00	\$ 4,500.00
7	8" Direction Bore	10	LF	\$ 200.00	\$ 350.00	\$ 2,000.00	\$ 3,500.00
8	Mule Tape (only in bore pipe/upon request)	10	LF	\$ 3.00	\$ 3.00	\$ 30.00	\$ 30.00
9	Sawcut, Remove/Replace Concrete (4"-6")	10	SF	\$ 42.50	\$ 42.50	\$ 425.00	\$ 425.00
10	Sawcut, Remove/Replace Asphalt (2"-3")	10	SF	\$ 42.50	\$ 42.50	\$ 425.00	\$ 425.00
11	Place Fiber Optic Handhole 30"x48"x36"	10	Each	\$ 700.00	\$ 850.00	\$ 7,000.00	\$ 8,500.00
12	Place Fiber Optic Handhole 30"x48"x24"	10	Each	\$ 625.00	\$ 750.00	\$ 6,250.00	\$ 7,500.00
13	Place Passive Cabinet Base	10	Each	\$ 650.00	\$ 800.00	\$ 6,500.00	\$ 8,000.00
14	Pour Active Cabinet Concrete Base	10	Each	\$ 2,850.00	\$ 3,500.00	\$ 28,500.00	\$ 35,000.00
15	Place Maxcell (For fiber installs only)	10	LF	\$ 10.00	\$ 10.00	\$ 100.00	\$ 100.00
16	Place Tracer Wire (For fiber installs only)	10	LF	\$ 4.50	\$ 4.50	\$ 45.00	\$ 45.00

IFB-22-68 BID PRICE FORM

TOTAL BID PRICE CALCULATION SECTION

The bid award will be based on the pricing included in this 'Total Bid Price Calculation Section', for the primary boring and trenching services. The Total Bid Price will be used for comparison purposes only and is not a guarantee of quantities. The awarded Bidder will be compensated only for work completed.

				(When completing, note that * is used for multiplication)			
Line Item	Item Description	Estimated Quantity (A)	Unit	Price		Extended Price	
	Trenching (per linear FT)			Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)
1	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	\$ 36.00	\$ 46.00	\$ 360.00	\$ 460.00
2	2"	10	LF	\$ 39.00	\$ 49.00	\$ 390.00	\$ 490.00

3	3"	10	LF	\$ 45.00	\$ 55.00	\$ 450.00	\$ 550.00
4	4"	10	LF	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00
5	5"	10	LF	\$ 53.00	\$ 63.00	\$ 530.00	\$ 630.00
6	6"	10	LF	\$ 65.00	\$ 75.00	\$ 650.00	\$ 750.00
	Trenching Multiple Conduit Installation						
7	1.5" (Conductor In Conduit provided by BEUD)	10	LF	\$ 10.00	\$ 20.00	\$ 100.00	\$ 200.00
8	2"	10	LF	\$ 15.00	\$ 23.00	\$ 150.00	\$ 230.00
9	3"	10	LF	\$ 16.00	\$ 24.00	\$ 160.00	\$ 240.00
10	4"	10	LF	\$ 23.00	\$ 28.00	\$ 230.00	\$ 280.00
11	5"	10	LF	\$ 25.00	\$ 30.00	\$ 250.00	\$ 300.00
12	6"	10	LF	\$ 29.00	\$ 34.00	\$ 290.00	\$ 340.00
	Trenching (w/o Conduit Installation) (per linear FT)						
13	18"x30"	10	LF	\$ 24.00	\$ 34.00	\$ 240.00	\$ 340.00
14	18"x52"	10	LF	\$ 29.00	\$ 39.00	\$ 290.00	\$ 390.00
	Directional Boring (per linear FT)						
15	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	\$ 35.00	\$ 45.00	\$ 350.00	\$ 450.00
16	2"	10	LF	\$ 40.00	\$ 50.00	\$ 400.00	\$ 500.00
17	3"	10	LF	\$ 45.00	\$ 55.00	\$ 450.00	\$ 550.00
18	4"	10	LF	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00
19	5"	10	LF	\$ 50.00	\$ 60.00	\$ 500.00	\$ 600.00
20	6"	10	LF	\$ 65.00	\$ 85.00	\$ 650.00	\$ 850.00
	Water Main (per linear FT)						
21	16" (.219 Wall Thickness)	10	LF	\$ 210.00	\$ 310.00	\$ 2,100.00	\$ 3,100.00
22	20" (.281 Wall Thickness)	10	LF	\$ 220.00	\$ 320.00	\$ 2,200.00	\$ 3,200.00
23	24" (.344 Wall Thickness)	10	LF	\$ 230.00	\$ 330.00	\$ 2,300.00	\$ 3,300.00
24	30" (.406 Wall Thickness)	10	LF	\$ 240.00	\$ 340.00	\$ 2,400.00	\$ 3,400.00
25	36" (.50 Wall Thickness)	10	LF	\$ 250.00	\$ 350.00	\$ 2,500.00	\$ 3,500.00
	Sewer Main (per linear FT)						
26	16" (.219 Wall Thickness)	10	LF	\$ 210.00	\$ 310.00	\$ 2,100.00	\$ 3,100.00
27	20" (.281 Wall Thickness)	10	LF	\$ 220.00	\$ 320.00	\$ 2,200.00	\$ 3,200.00
28	24" (.344 Wall Thickness)	10	LF	\$ 230.00	\$ 330.00	\$ 2,300.00	\$ 3,300.00
29	30" (.406 Wall Thickness)	10	LF	\$ 240.00	\$ 340.00	\$ 2,400.00	\$ 3,400.00
30	36" (.50 Wall Thickness)	10	LF	\$ 250.00	\$ 350.00	\$ 2,500.00	\$ 3,500.00
TOTAL BID PRICE CALCULATION							
Remember! Do not include pricing from the Other Services/Miscellaneous Pricing Section Table.			DIRT - Subtotal of Extended Prices			\$ 30,440.00	
			ROCK - Subtotal of Extended Prices			\$ 42,350.00	
			TOTAL BID PRICE (in numbers):		\$ 72,790.00		
			TOTAL BID PRICE (in words):		Seventy two thousand seven hundred ninety dollars and zero cents.		
			(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				

This Excel File has been provided for Bidder's use in calculations only. NO DIGITAL SUBMISSIONS OF THIS FILE WILL BE ACCEPTED.



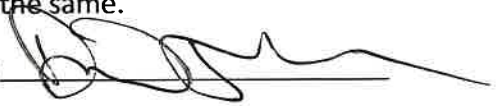
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Line Item	Item Description	Estimated Quantity (A)	Unit	Price (Dirt)(B)	Price (Rock)(C)	Extended Price (Dirt) (A*B)	Extended Price (Rock) (A*C)
Sewer Main (per linear FT)							
26	16" (.219 Wall Thickness)	10	LF				
27	20" (.281 Wall Thickness)	10	LF				
28	24" (.344 Wall Thickness)	10	LF				
29	30" (.406 Wall Thickness)	10	LF				
30	36" (.50 Wall Thickness)	10	LF				
TOTAL BID PRICE CALCULATION							
REMEMBER! Do not include pricing from the Other Services/Miscellaneous Pricing Section Table.				DIRT - Subtotal of Extended Prices		\$ _____	
				ROCK - Subtotal of Extended Prices		\$ _____	
				TOTAL BID PRICE (in numbers): \$ _____			
				TOTAL BID PRICE (written in words): _____			
(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)							

*A copy of the Bid Form is available in an Excel File for Bidder's reference/use; however, no digital submissions will be accepted. All Bid Submission Documents are required to be delivered in a sealed envelope, as specified in this IFB.

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, have visited the actual location of the work (when applicable), have 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: Calcon Inc By (Authorized Person's Signature): 

State of incorporation (required if Company is a corporation): Arkansas

Full names of all partners (required if Company is a partnership): Drew Mayer, Jon Callis, Chris Callis and Velena Callis

Printed Name and Title: Drew Mayer Owner

Date: 6/15/2022

Arkansas State Contractor's License Number (REQUIRED): 0180570423



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SECTION 6: 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 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.



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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 evident 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.

Bidders 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 the bid guarantee Bid stated herein 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.



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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 (2) or more identical low Bids, award will be made to the lowest and most responsive and responsive Bidder 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.



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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.



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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.



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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 of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere to 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.



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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.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
37. **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.
38. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department at (479) 271-3115.



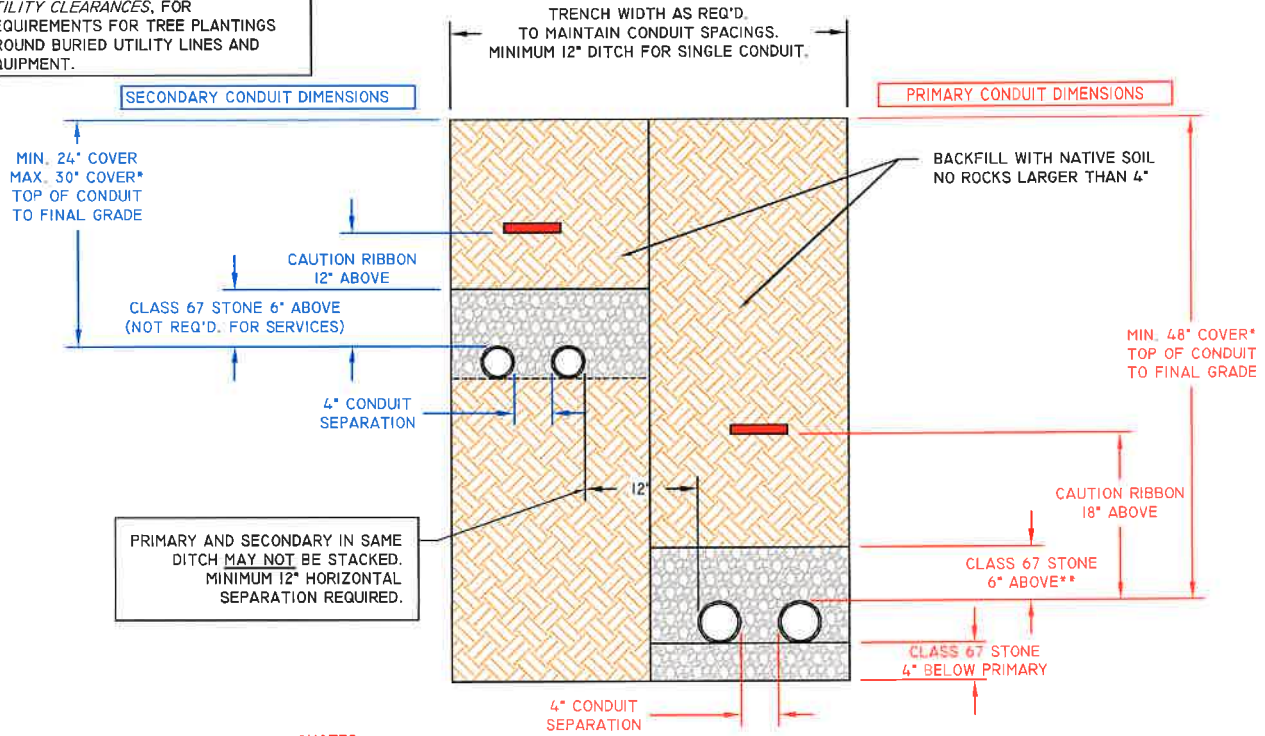
CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX A

BEUD DETAIL PAGES & SPECIFICATIONS (REQUIRED RESPONSE DOCUMENTS INCLUDED)

TYPICAL ELECTRIC CONDUIT TRENCH IN GREEN SPACE

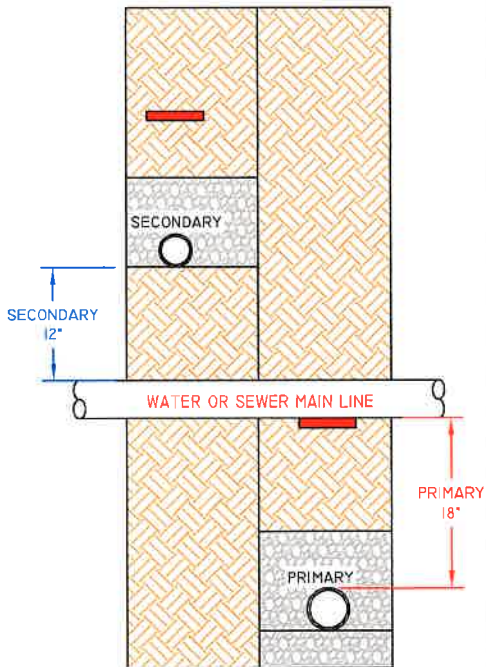
REFER TO BENTONVILLE SUBDIVISION CODE SECTION 14.00.12 (AS CURRENTLY AMENDED), LANDSCAPING LOCATION AND UTILITY CLEARANCES, FOR REQUIREMENTS FOR TREE PLANTINGS AROUND BURIED UTILITY LINES AND EQUIPMENT.



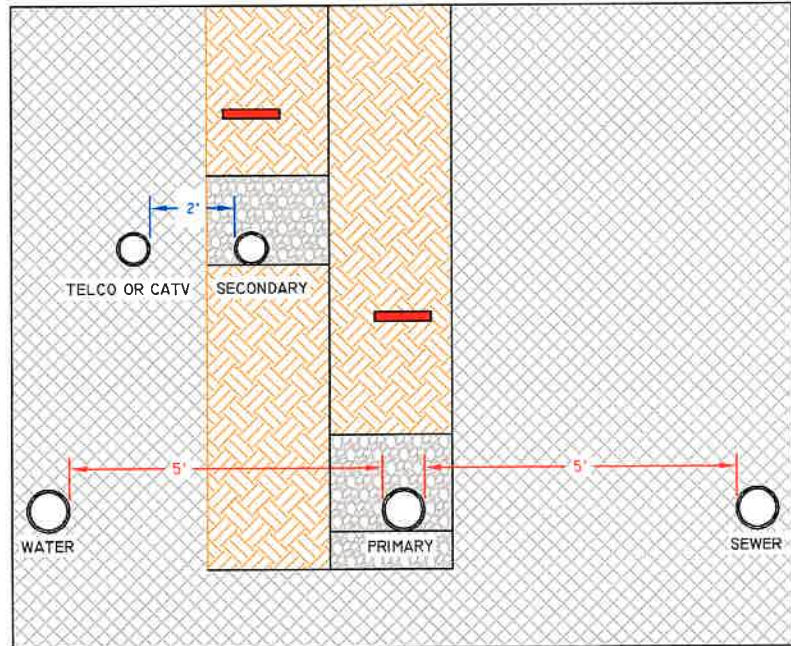
*NOTES:

- * ANY VARIANCE IN CONDUIT DEPTH FROM GIVEN DIMENSIONS MUST BE APPROVED BY BEUD.
- ** 18" OF CLASS 67 STONE MAY BE USED BETWEEN TOP OF PRIMARY CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL. SB-2 IS NOT ALLOWED.

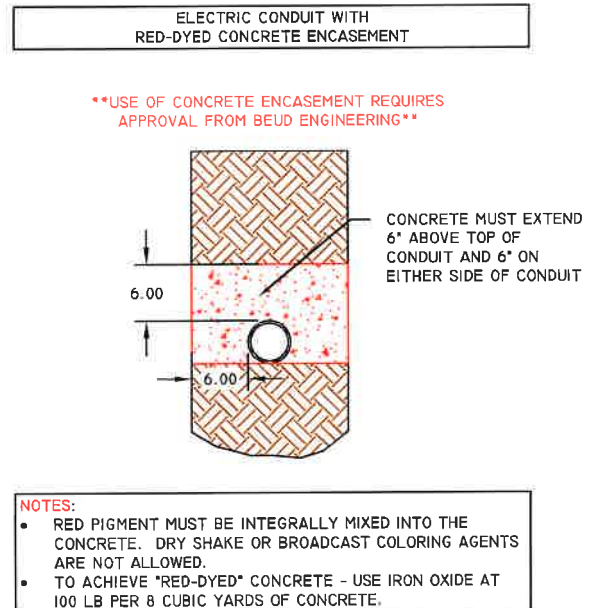
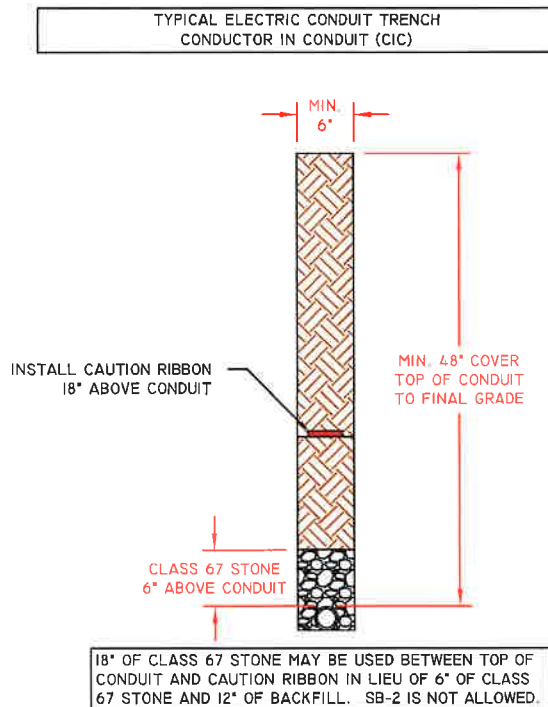
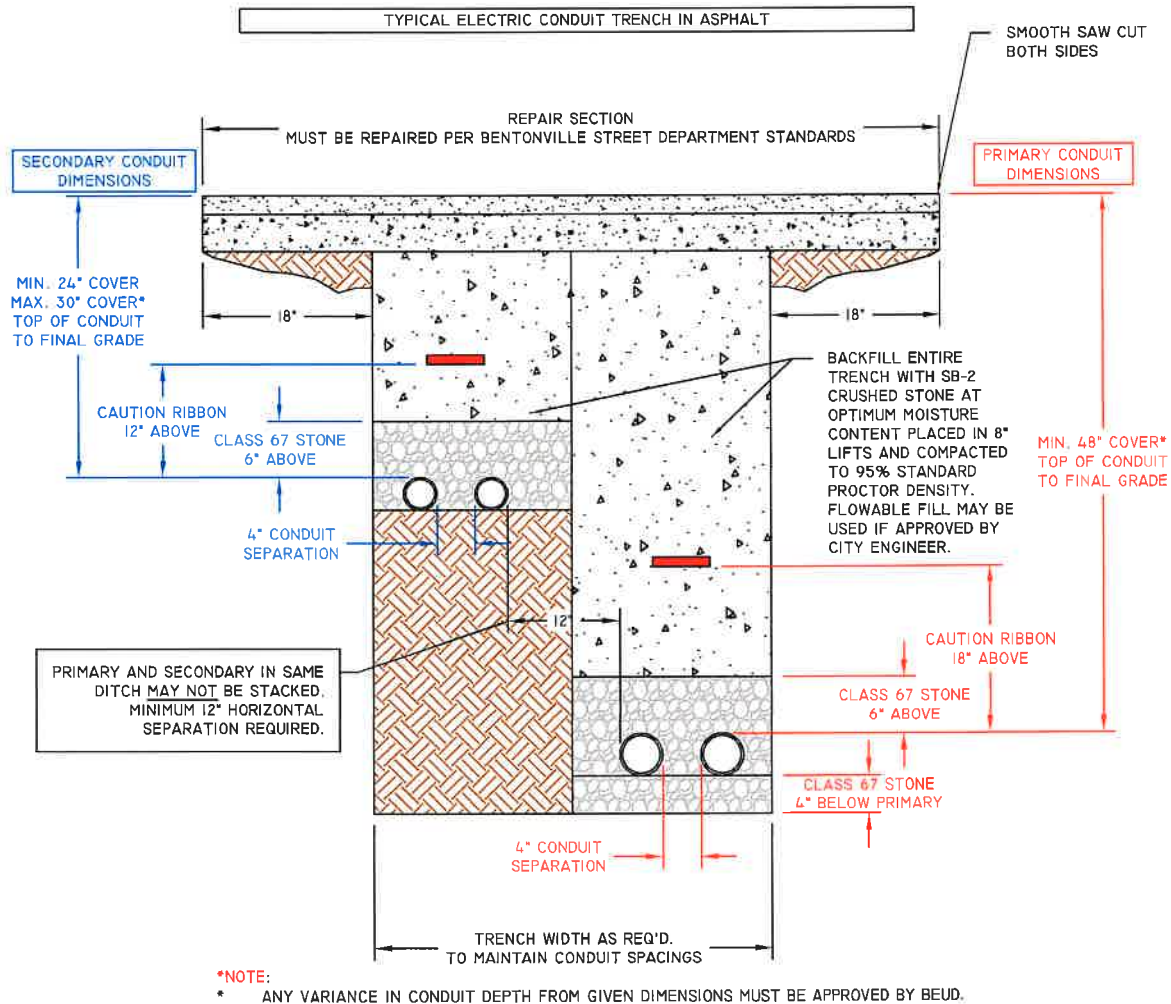
VERTICAL SEPARATION BETWEEN ELECTRIC CONDUITS CROSSING WATER OR SEWER MAIN LINE



HORIZONTAL SEPARATION FOR ELECTRIC CONDUITS RUNNING PARALLEL TO OTHER UTILITIES

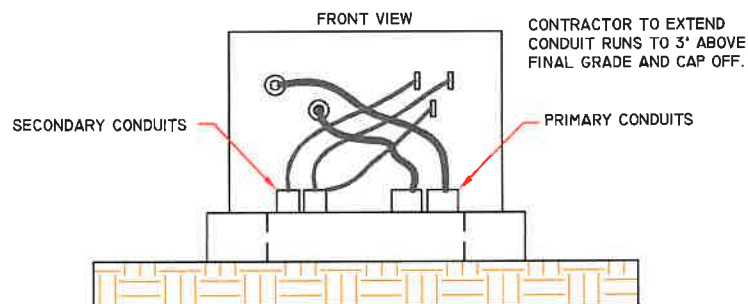
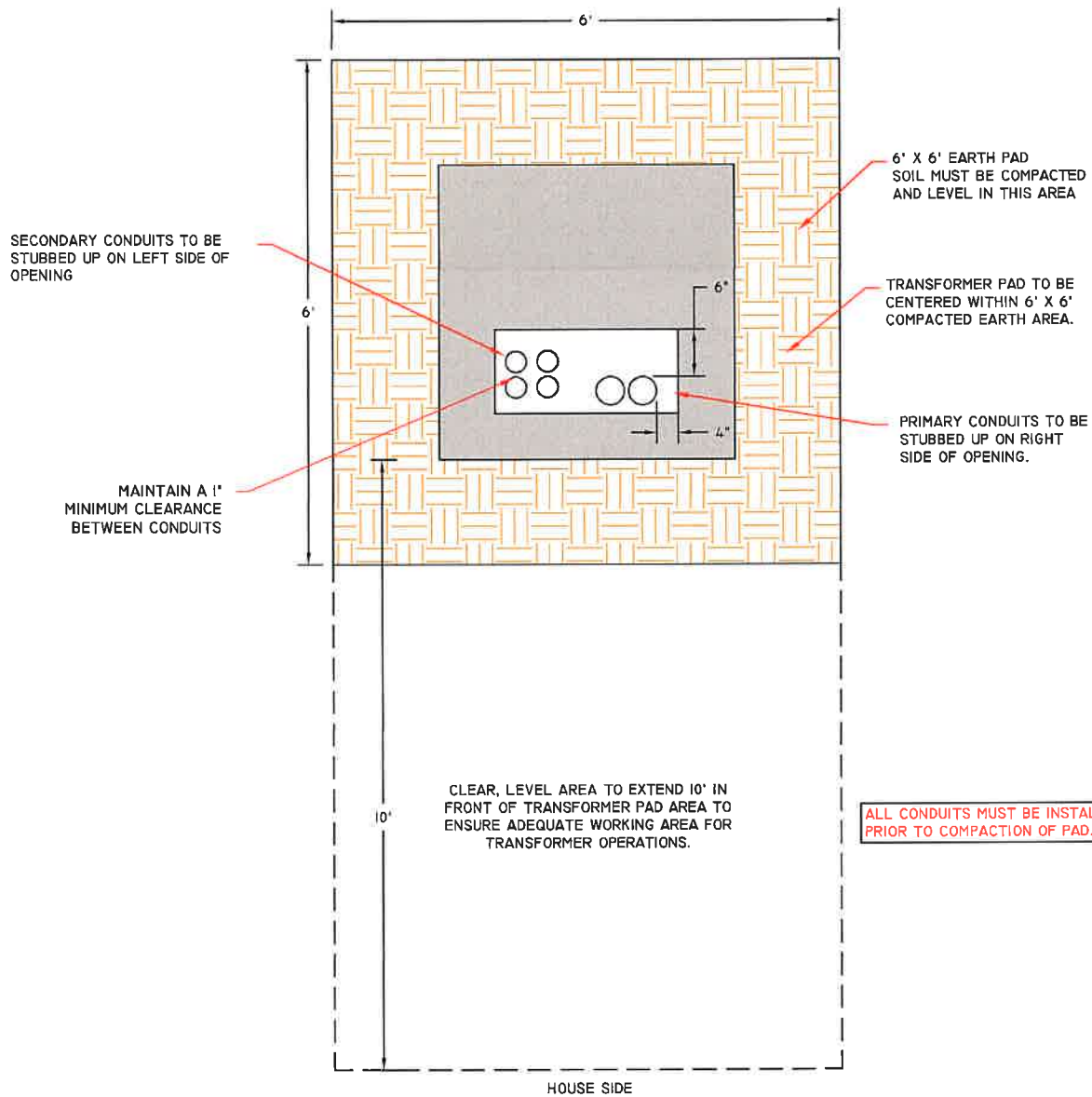


BEUD CLEARANCE FROM CONDUIT TO GAS LINES IS MINIMUM 12". CONTACT BLACK HILLS ENERGY TO DETERMINE IF THERE ARE MORE STRINGENT CLEARANCE REQUIREMENTS BASED ON THE TYPE OF GAS LINE.



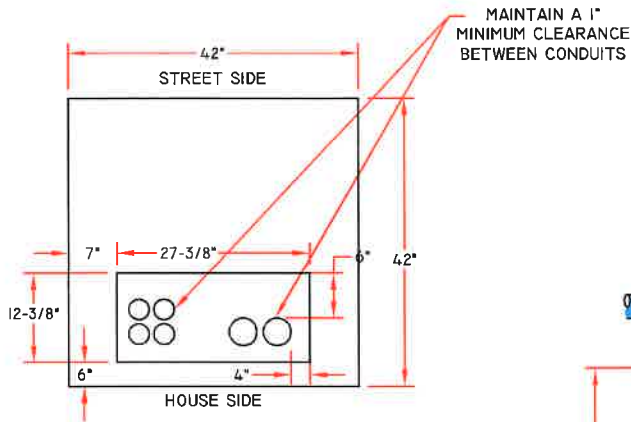
PER BEUD SPEC 10.11.9: THE USE OF RED-DYED CONCRETE IS ONLY APPLICABLE TO
PRIMARY AND SECONDARY CONDUITS - NOT SERVICES.

PLAN VIEW ROAD SIDE

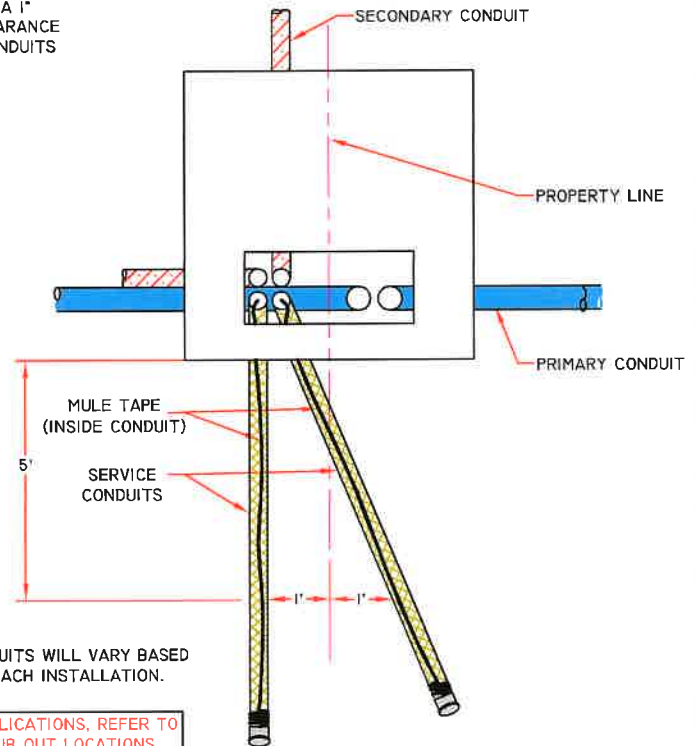


FOR CT APPLICATIONS, A MAXIMUM OF FOUR (4) CONDUITS ALLOWED UNLESS APPROVED BY BEUD.

PLAN VIEW - PAD DIMENSIONS

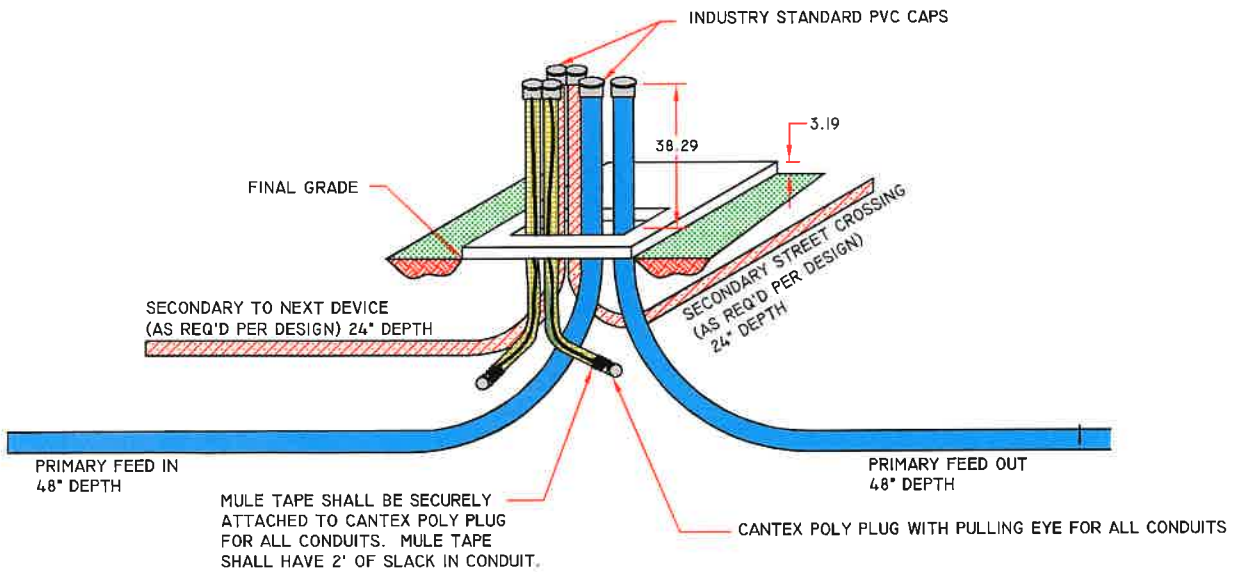


PLAN VIEW - CONDUIT LAYOUT



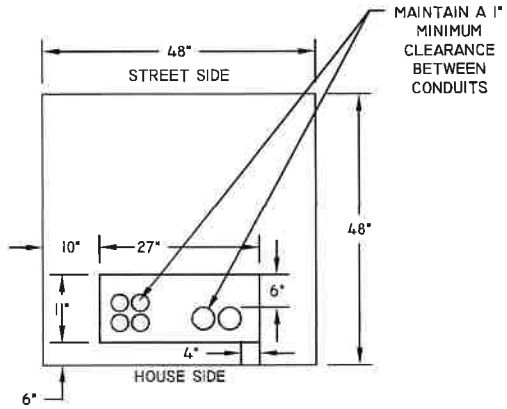
ACTUAL NUMBER OF CONDUITS WILL VARY BASED ON BEUD DESIGN FOR EACH INSTALLATION.

FOR ZERO LOT LINE APPLICATIONS, REFER TO BEUD LAYOUT FOR STUB OUT LOCATIONS.



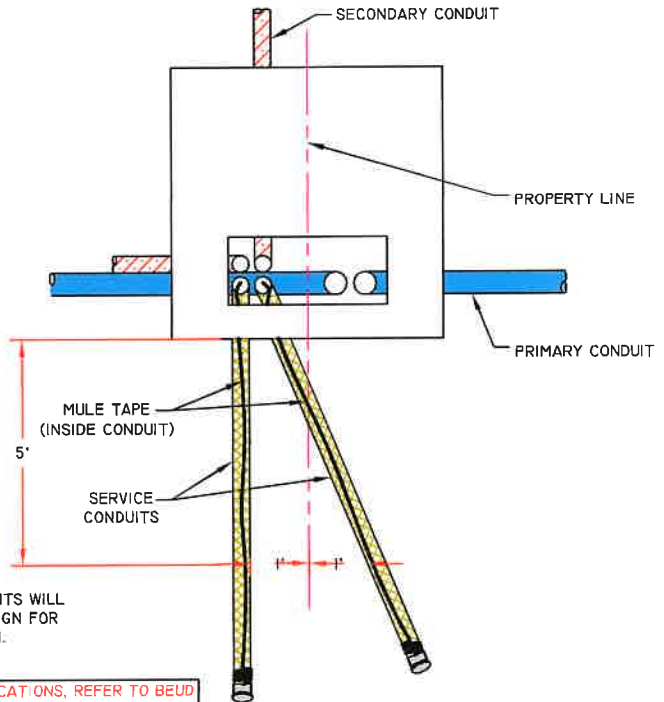
FOR CT APPLICATIONS, A MAXIMUM OF FOUR (4) CONDUITS ALLOWED UNLESS APPROVED BY BEUD.

PLAN VIEW - PAD DIMENSIONS



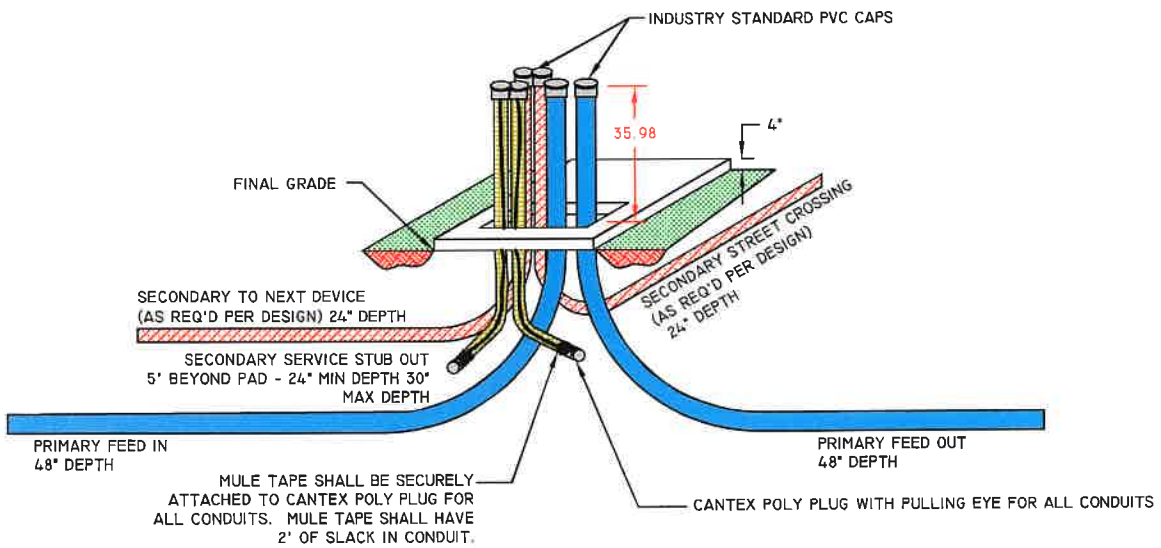
AT 5' OFF TRANSFORMER PAD,
CONDUITS SHALL BE 1' PROPERTY
LINE

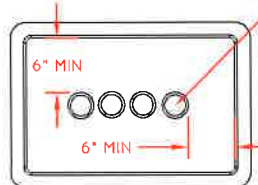
PLAN VIEW - CONDUIT LAYOUT



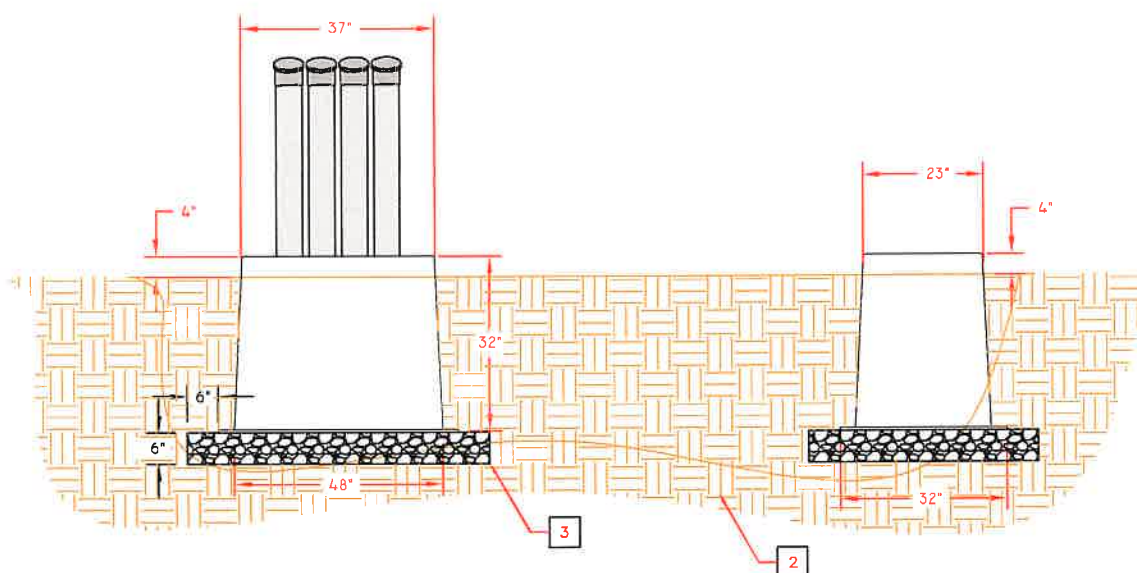
ACTUAL NUMBER OF CONDUITS WILL VARY BASED ON BEUD DESIGN FOR EACH INSTALLATION.

FOR ZERO LOT LINE APPLICATIONS, REFER TO BEUD
LAYOUT FOR STUB OUT LOCATIONS.



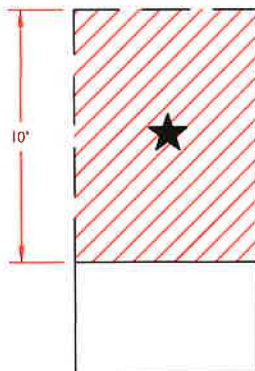
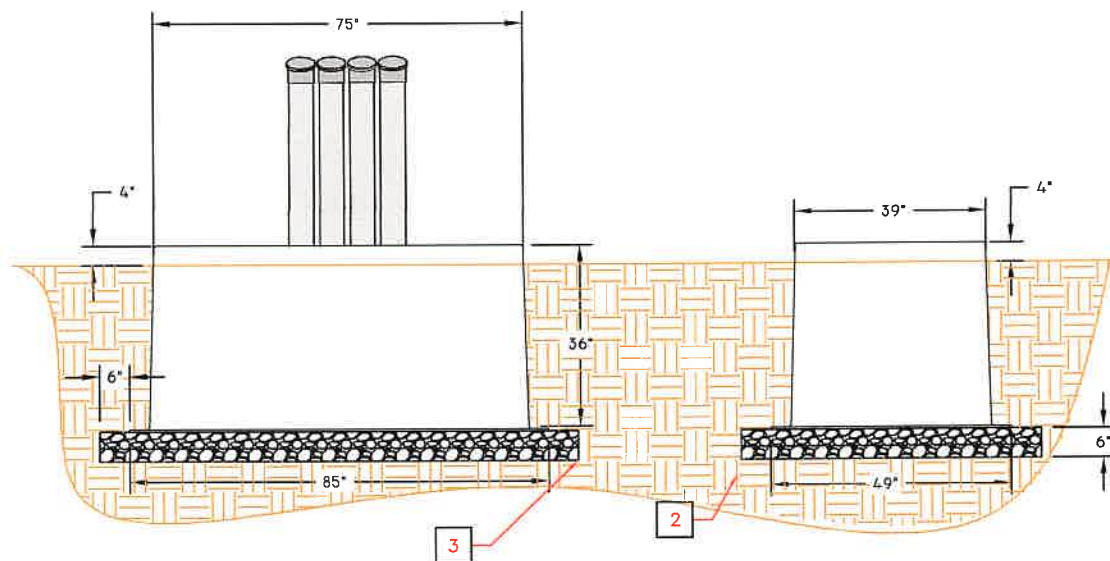
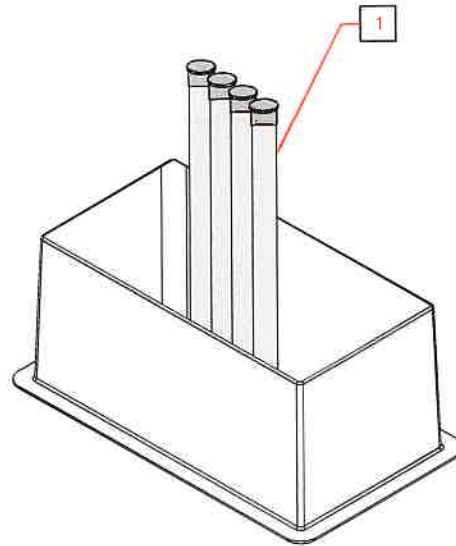


A diagram of a test tube rack, which is a rectangular frame used to hold test tubes. It is labeled with the number 1.



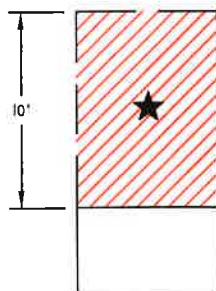
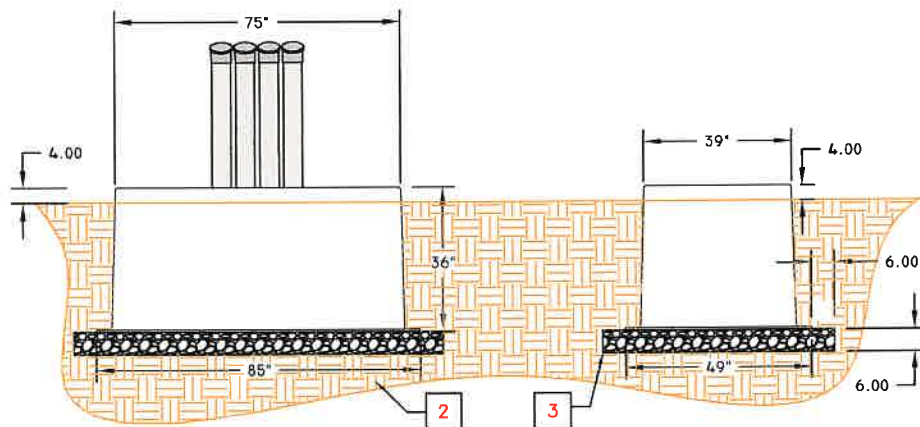
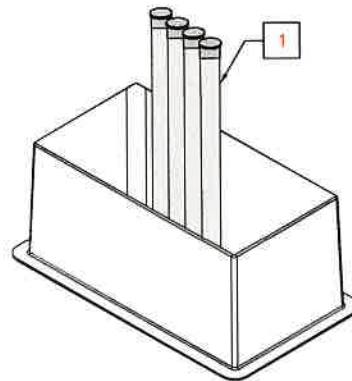
- DS-1411 Page 43 of 60

30



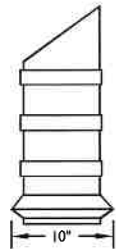
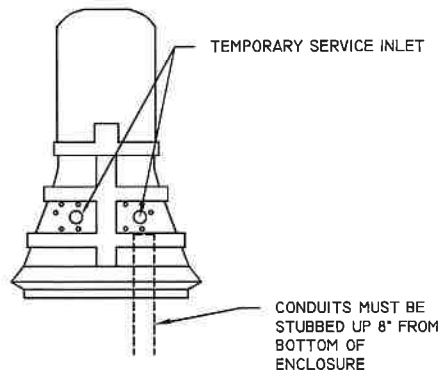
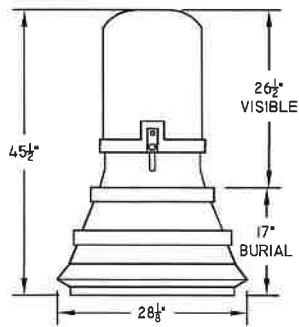
1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' ABOVE TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. **NO OBSTRUCTIONS.**

30

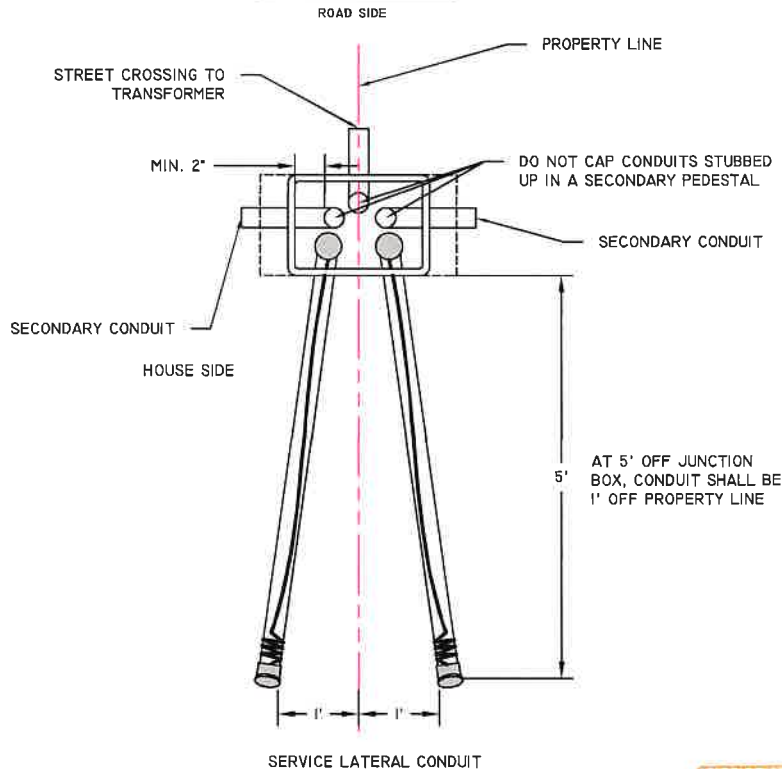


1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.

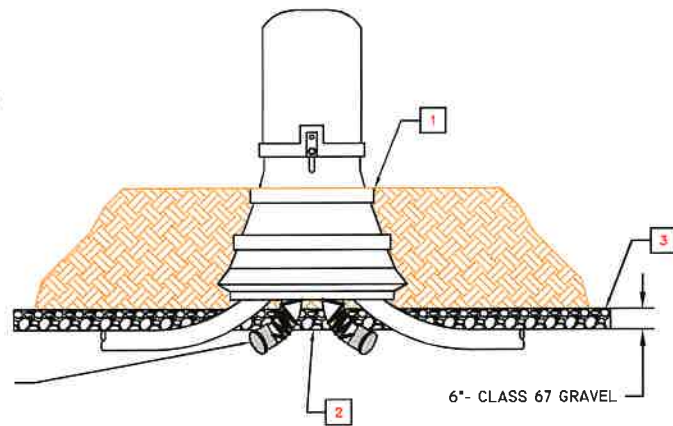
MAP SYMBOL 



PLAN VIEW- CONDUIT LAYOUT



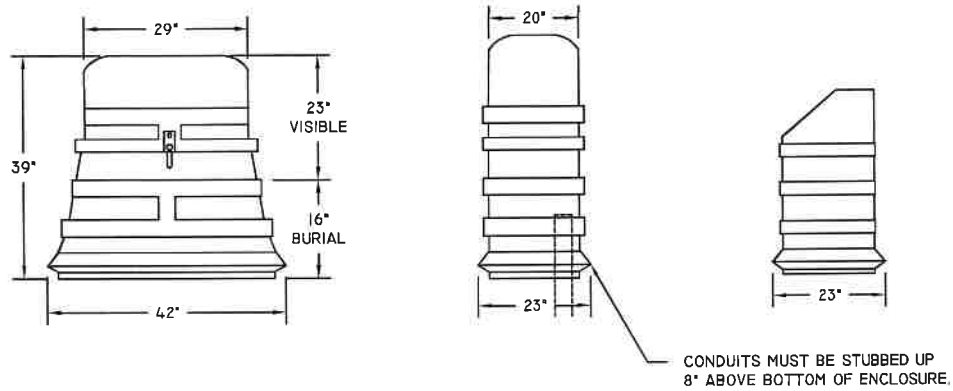
ALL CONDUIT SHALL BE A MIN. 2" OFF INSIDE WALL.



MULE TAPE SHALL BE SECURELY ATTACHED TO CANTEX POLY PLUG FOR ALL CONDUITS. MULE TAPE SHALL HAVE 2" OF SLACK INSIDE CONDUIT.

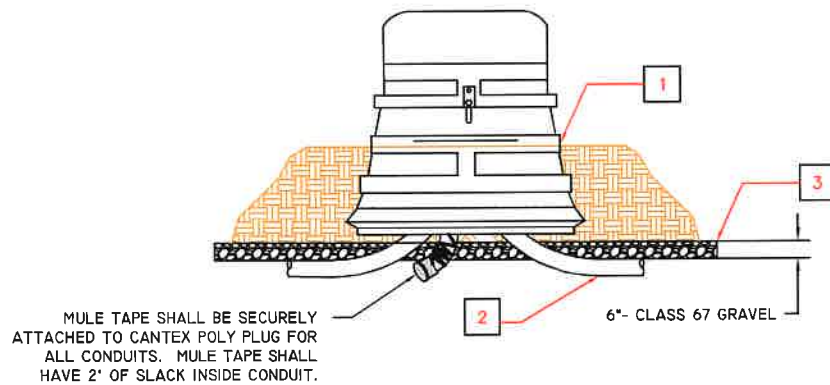
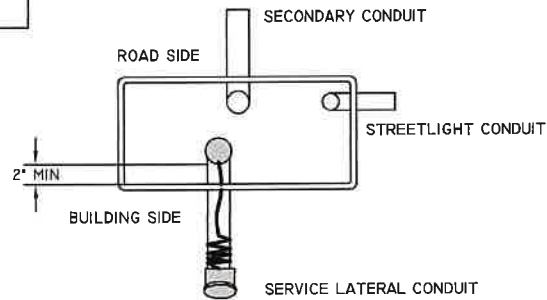
NOTES:

1. EXCAVATE A 30" W X 24" H X 17" D PIT CENTERED IN A 5' X 5' CLEAR, LEVEL AREA. PEDESTAL SHALL NOT BE SITUATED IN A LOW AREA OR SWALE THAT WOULD CAUSE WATER TO COLLECT IN PIT.
2. CONTRACTOR TO USE ONLY SHORT SWEEP ELBOWS.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX. EXTENDING 6" BEYOND EDGE OF SLEEVE.



ALL CONDUIT SHALL BE A MIN. 2" OFF INSIDE WALL.

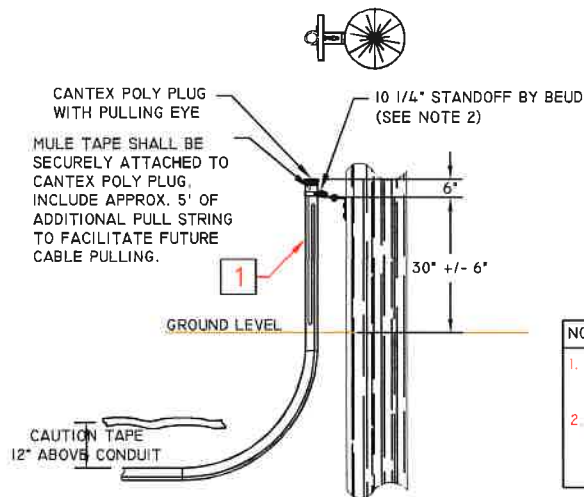
PLAN VIEW - CONDUIT LAYOUT



NOTES:

1. EXCAVATE A 44" W X 48" H X 17" D PIT CENTERED IN A 7' X 7' CLEAR, LEVEL AREA. PEDESTAL SHALL NOT BE SITUATED IN A LOW AREA OR SWALE THAT WOULD CAUSE WATER TO COLLECT IN PIT.
2. CONTRACTOR TO USE ONLY SHORT SWEEP ELBOWS.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.

DS-1419A - CONDUIT STANDOFF



ELBOW SIZE			
CONDUIT SIZE	PRIMARY	SECONDARY	SERVICE
2"	N/A	9.5"	9.5"
3"	48"	13"	13"
4"	48"	16"	16"
5"	60"	N/A	N/A
6"	60"	N/A	N/A

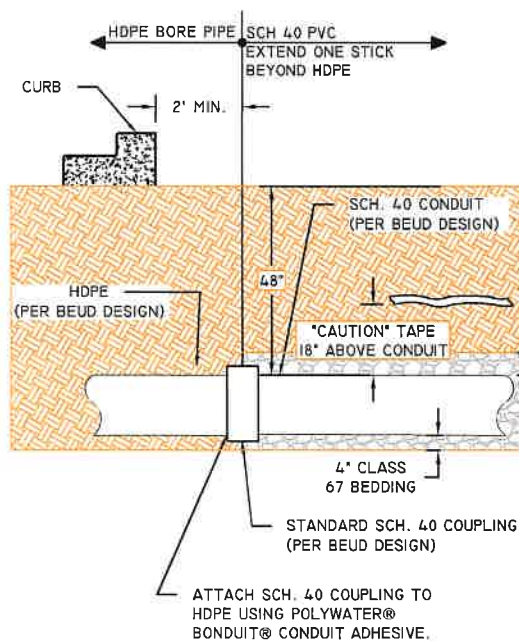
NOTES:

1. FOR 200A SERVICE, MIN. 3" CONDUIT REQUIRED. FOR 400A SERVICE MIN. 4" CONDUIT REQUIRED.
2. STAND-OFF WILL BE SUPPLIED AND INSTALLED BY CITY OF BENTONVILLE ELECTRIC DEPARTMENT. CALL 479-271-3135 PRIOR TO DIGGING TO CONFIRM CORRECT POLE AND STAND-OFF LOCATION.

DS-1419B - HDPE BORE PIPE TO PVC SCHEDULE 40 CONDUIT

CONTRACTOR TO INSTALL ONE STICK SCH 40 PVC WHEN INSTALLING HDPE BORE PIPE.

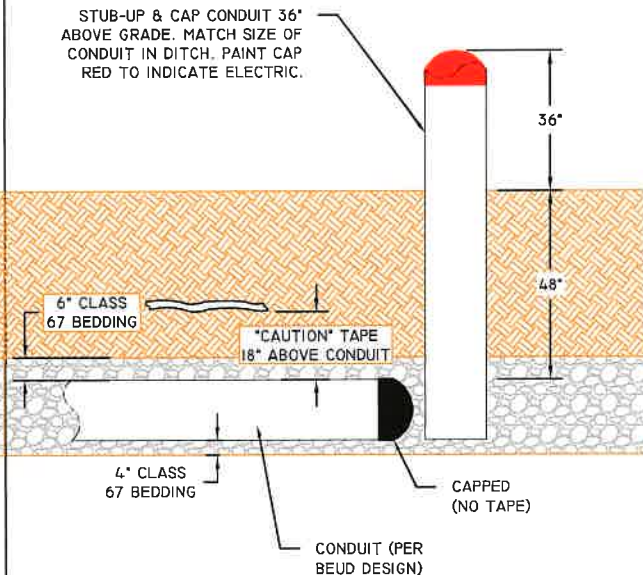
18" OF CLASS 67 GRAVEL MAY BE USED BETWEEN TOP OF CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL.

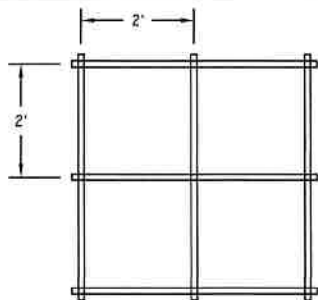
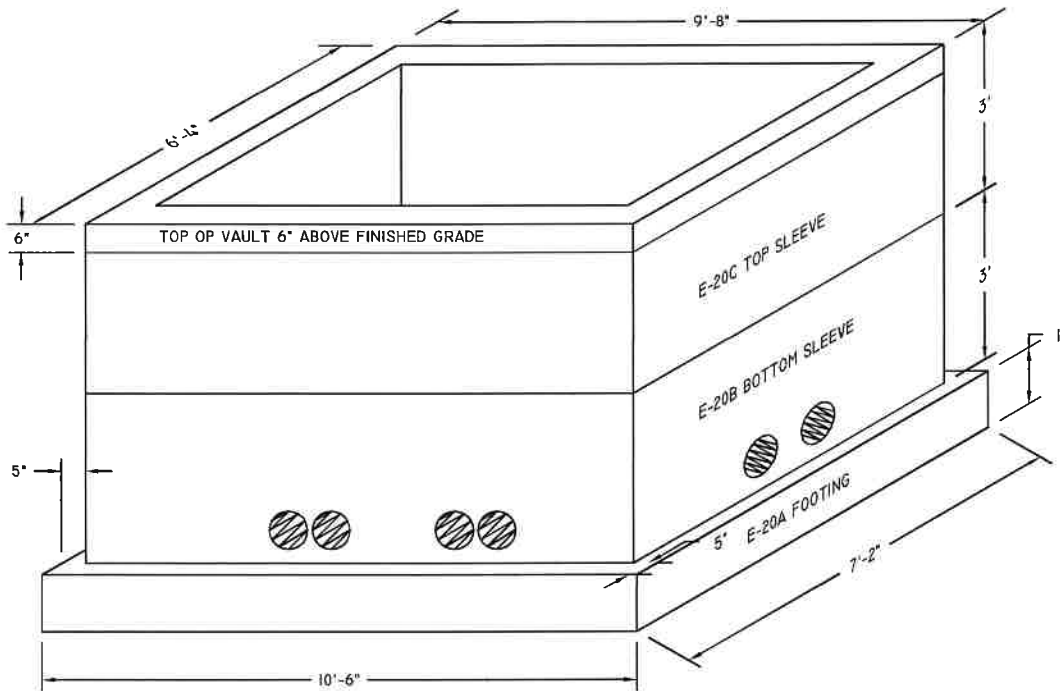


DS-1419C - CONDUIT STUB-UP

18" OF CLASS 67 GRAVEL MAY BE USED BETWEEN TOP OF CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL.

STUB-UP & CAP CONDUIT 36" ABOVE GRADE. MATCH SIZE OF CONDUIT IN DITCH. PAINT CAP RED TO INDICATE ELECTRIC.

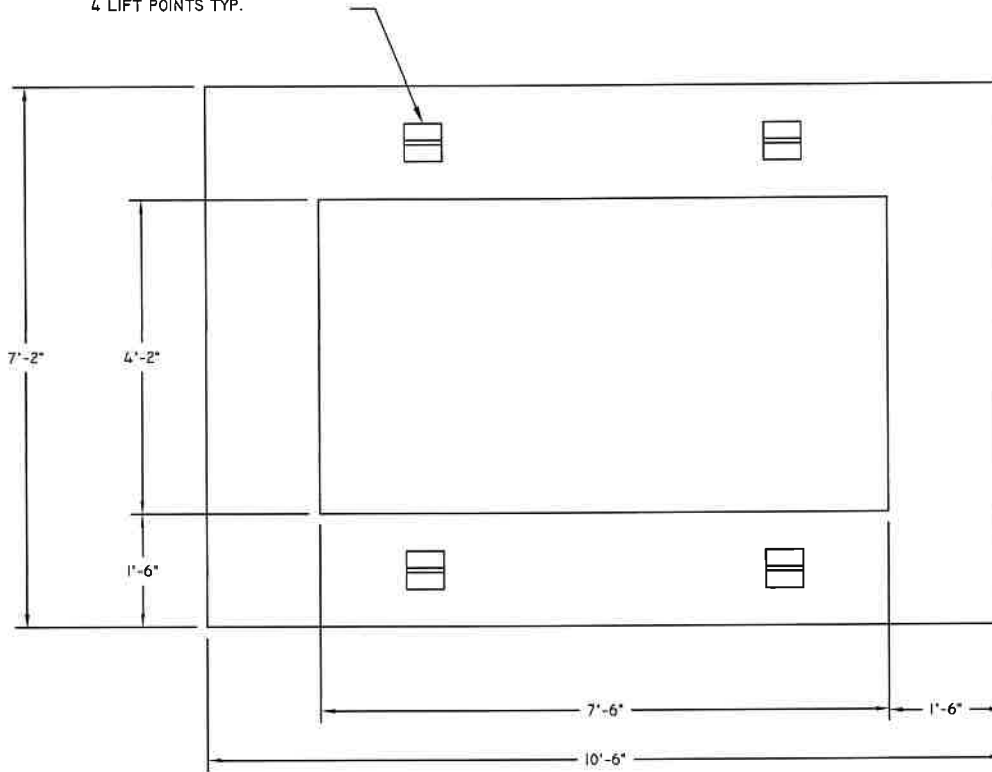




STEEL REINFORCING GRID REQUIRED USING
#4 REBAR AT 12" O.C. THROUGHOUT

CONTRACTOR SHALL COVER EACH UNUSED
HOLES INDIVIDUALLY. NO GLUE SHALL BE USED.

4 LIFT POINTS TYP.



TOP VIEW



FRONT VIEW

NOTE: CLASS 67 STONE MUST NOT BE INSTALLED ANY HIGHER THAN 2" FROM TOP OF FOOTING.

FOOTER WEIGHT: 3,200 LBS

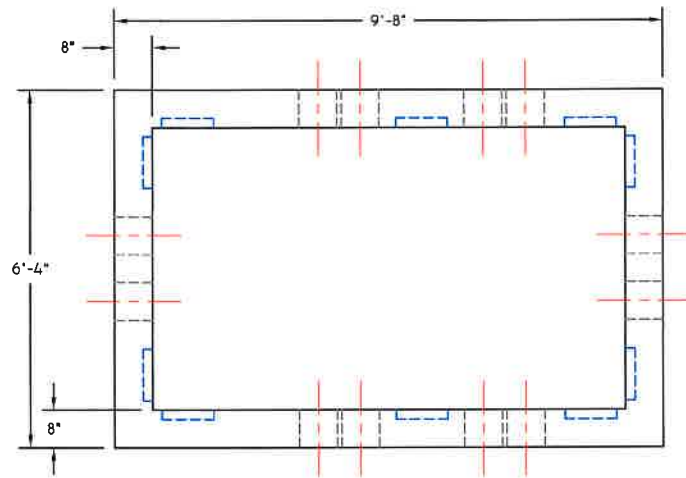


Fig. 22-68 Bid Packet

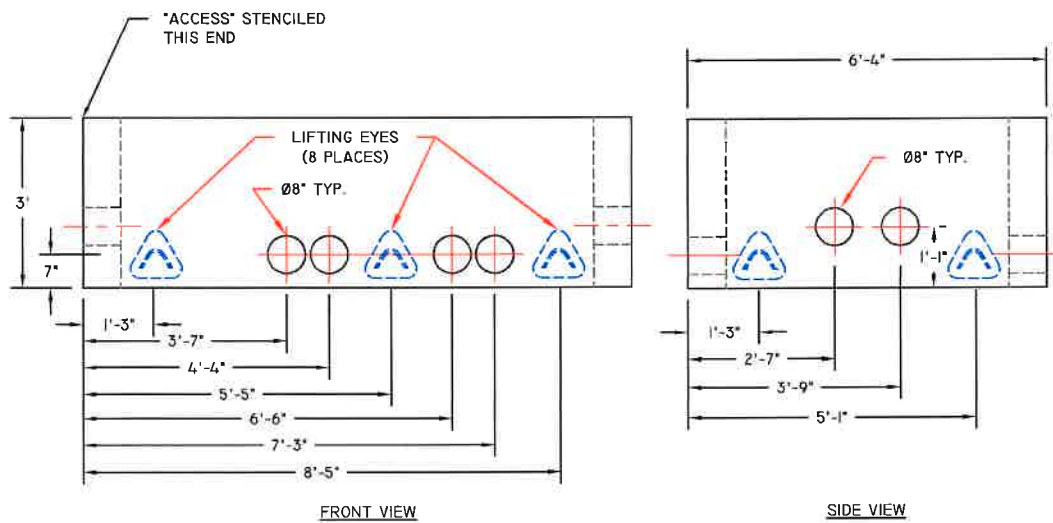
PADMOUNT SWITCHGEAR VAULT FOOTER

DS-1420A

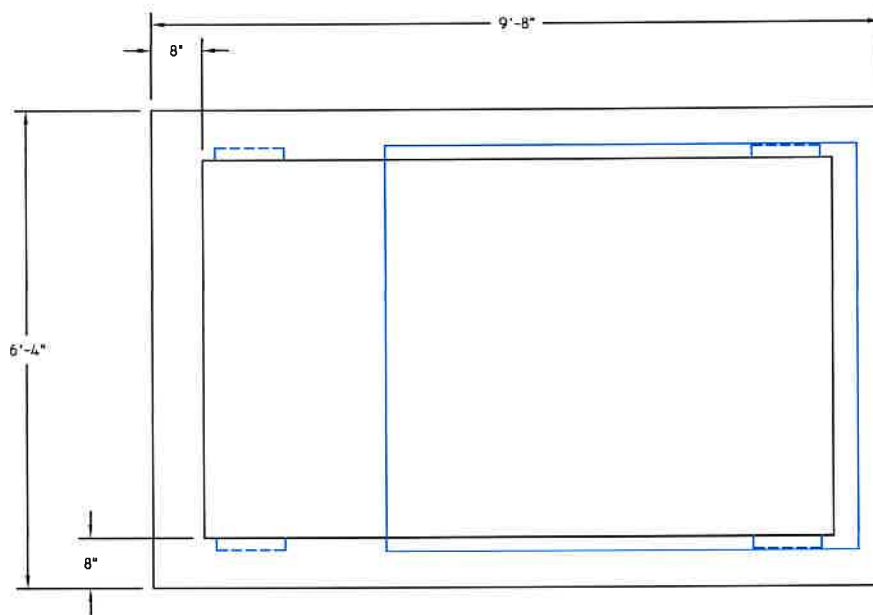
Page 41 of 60



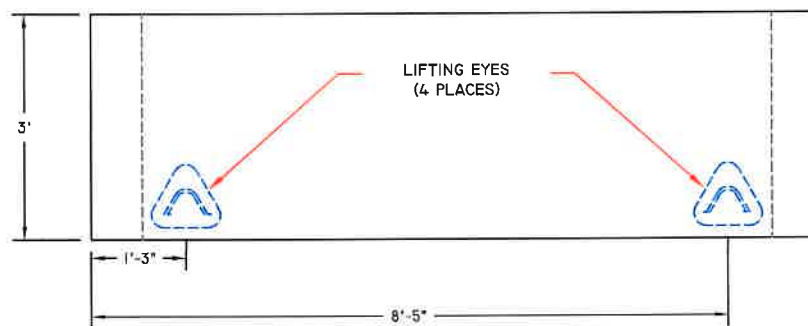
TOP VIEW



WT: 8,900 LBS



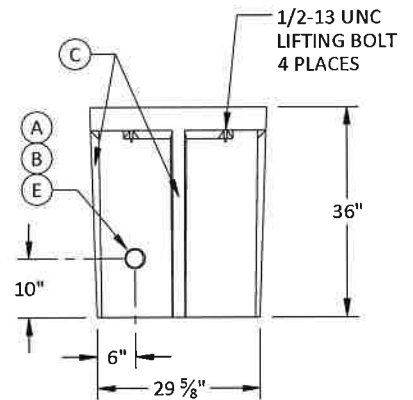
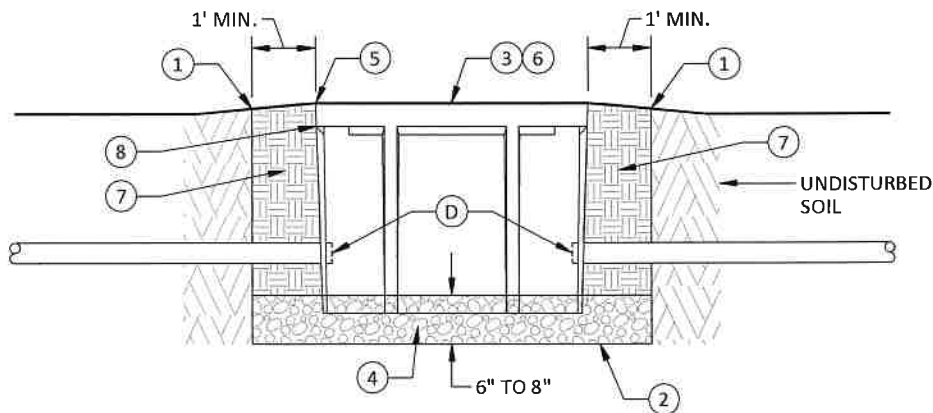
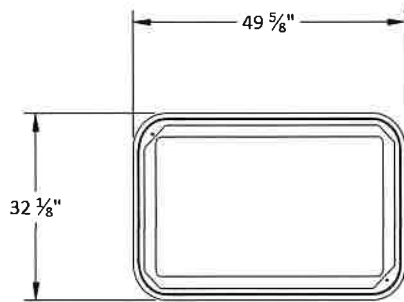
TOP VIEW



FRONT VIEW

TOP SLEEVE WEIGHT: 9,200 LBS





NOTE: TYPICAL HOLE PLACEMENT.
SEE DESIGN PRINTS FOR EXACT DRILLING LOCATIONS.

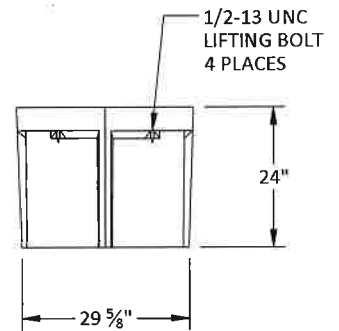
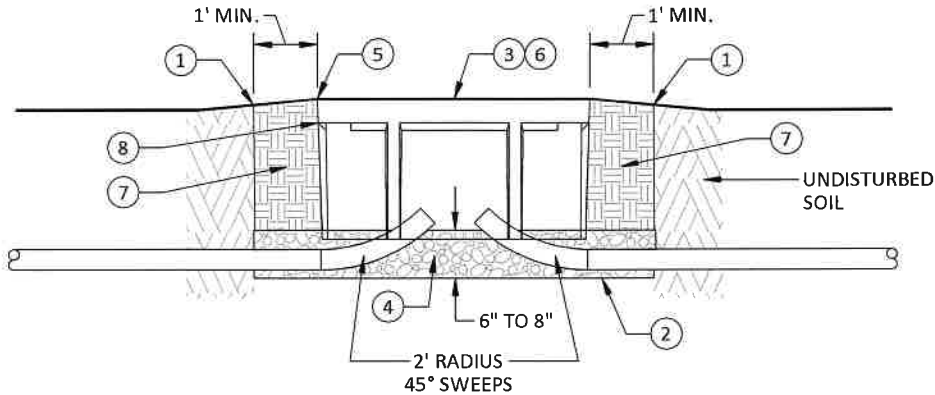
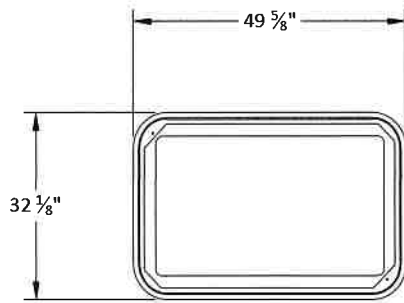
HOLE CUTTING IN QUAZITE HANDHOLE PROCEDURE

KEY #	DESCRIPTION
(A)	DRILL A 7/8" PILOT HOLE WITH A CARBIDE TIPPED MASONRY DRILL.
(B)	DRILL HOLE USING A DIAMOND TIPPED MASONRY HOLE SAW SIZED TO ACCOMMODATE SPECIFIED CONDUIT. ESTIMATED DRILLING TIME IS 1 - 1.5 MINUTES.
(C)	HOLES SHALL NEVER BE DRILLED INTO A STRUCTURAL REINFORCING RIB.
(D)	EXTEND CONDUIT THROUGH HOLE LEAVING 1" EXPOSED IN HANDHOLE.
(E)	FILL VOID AROUND CONDUIT WITH HYDRAULIC CEMENT TO AVOID WATER INFILTRATION.

QUAZITE HANDHOLE INSTALLATION PROCEDURE

KEY #	DESCRIPTION
(1)	EXCAVATE HOLE 1'-2' LONGER AND WIDER THAN HANDHOLE AND 6"-8" DEEPER THAN HANDHOLE.
(2)	ENSURE THAT FLOOR OF EXCAVATED HOLE IS LEVEL.
(3)	LIFT HANDHOLE AND PLACE IN CENTER OF HOLE.
(4)	PLACE CLASS 67 GRAVEL IN THE HANDHOLE AND AROUND SIDES.
(5)	LIFT HANDHOLE A FEW INCHES ABOVE NATURAL GRADE TO ALLOW WATER TO RUN AWAY FROM HANDHOLE.
(6)	CHECK THE ELEVATION OF THE HANDHOLE AND ADJUST AS NECESSARY TO ENSURE HANDHOLE IS LEVEL.
(7)	PLACE COVER ON HANDHOLE AND BACKFILL AROUND HANDHOLE WITH NATIVE SOIL FREE FROM ROCKS.
(8)	TAMP BACKFILL IN 6" LIFTS TAKING PRECAUTIONS TO NOT OVER COMPACT SOIL AND DEFORM HANDHOLE SIDES.

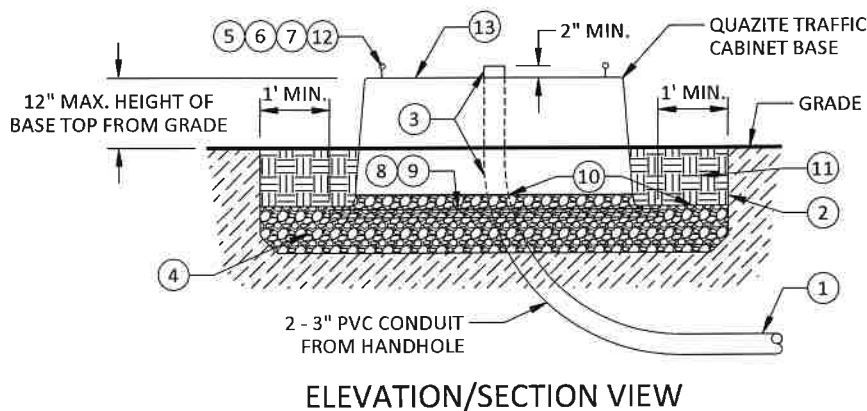
2019



HANDHOLE INSTALLATION PROCEDURE

KEY #	DESCRIPTION
①	EXCAVATE HOLE 1'-2' LONGER AND WIDER THAN HANDHOLE AND 6"-8" DEEPER THAN HANDHOLE.
②	ENSURE THAT FLOOR OF EXCAVATED HOLE IS LEVEL.
③	LIFT HANDHOLE AND PLACE IN CENTER OF HOLE.
④	PLACE CLASS 67 GRAVEL IN THE HANDHOLE AND AROUND SIDES.
⑤	LIFT HANDHOLE A FEW INCHES ABOVE NATURAL GRADE TO ALLOW WATER TO RUN AWAY FROM HANDHOLE.
⑥	CHECK THE ELEVATION OF THE HANDHOLE AND ADJUST AS NECESSARY TO ENSURE HANDHOLE IS LEVEL.
⑦	PLACE COVER ON HANDHOLE AND BACKFILL AROUND HANDHOLE WITH NATIVE SOIL FREE FROM ROCKS.
⑧	TAMP BACKFILL IN 6" LIFTS TAKING PRECAUTIONS TO NOT OVER COMPACT SOIL AND DEFORM HANDHOLE SIDES.

2019

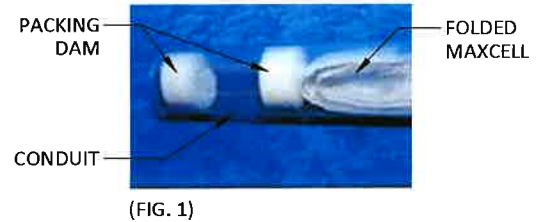
2019

FOAM SEALING MAXCELL IN CONDUIT

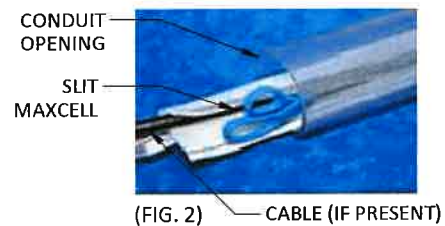
WE HAVE ESTABLISHED A BASIC PROCEDURE FOR SEALING WITH FOAM WHERE MAXCELL IS PRESENT. THIS PROCEDURE CAN BE USED FOR CONDUITS WHERE NO CABLES HAVE BEEN PLACED, OR WHERE CABLE IS PRESENT.

NOTE: INSTALLATION PROCEDURES PROVIDED ARE FOR 4" (100 MM) CONDUITS. FOR OTHER SIZE CONDUITS, PLEASE ADJUST ACCORDINGLY

1. FOLD THE MAXCELL BACK INTO THE CONDUIT APPROXIMATELY 7" TO ALLOW FOR BUILDING OF A FRONT AND REAR DAM. (FIG. 1)



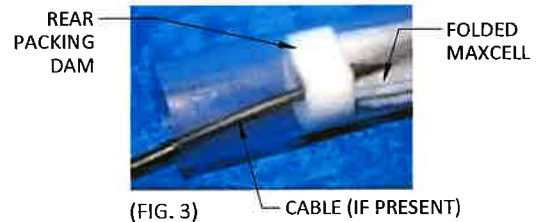
2. IF CABLES ARE PRESENT, SLIT THE MAXCELL CHAMBER OR CHAMBERS THAT CONTAIN A CABLE AT LEAST 7" INTO THE CONDUIT. FOLD THE MAXCELL 7" BACK INTO THE CONDUIT. (FIG. 2)



3. PULL TAPES CAN BE LEFT PROTRUDING THROUGH BOTH FOAM DAMS TO THE OUTSIDE TO ALLOW FOR A VISUAL INSPECTION AS TO HOW MANY CELLS ARE LEFT UNOCCUPIED IF DESIRED. (PULL TAPES MAY WICK LIQUID THROUGH THE SEAL)

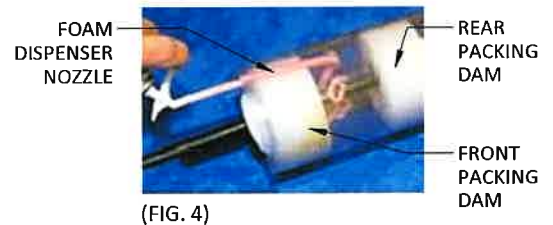
4. WIPE OUT LOOSE DIRT AND GRIME FROM INSIDE OF DUCT AND FROM CABLE SHEATH.

5. ARRANGE PACKING AROUND ALL EXISTING CABLES. USING A PUSH ROD OR DOWL, PUSH THE PACKING INTO DUCT APPROXIMATELY 6" (FIG. 3). **IF THERE ARE NO CABLES PRESENT, PUSH INNER PACKING IN ONLY 4"-5".**



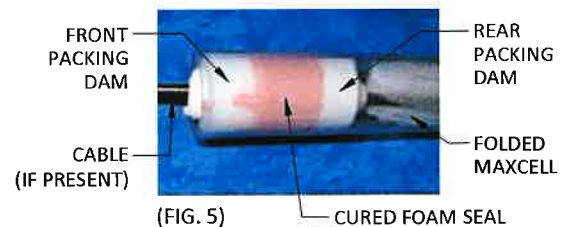
6. ENSURE THE PACKING FITS SNUGLY BETWEEN THE CABLE AND THE DUCT. FOR MULTIPLE CABLES, ENSURE THAT ALL GAPS ARE BLOCKED WITH SOME SORT OF PACKING MATERIAL. FOR LARGER CABLES, SUPPORT THE CABLE NEAR THE DUCT OPENING USING A CABLE SPACER TO PROVIDE SUFFICIENT SPACE FOR THE DUCT SEALING FOAM TO EXPAND AROUND THE CABLE.

7. WRAP FRONT PACKING AROUND THE CABLE. PUSH THE PACKING INTO THE DUCT, FLUSH WITH ITS FACE. PACKING PROVIDES A TEMPORARY BARRIER TO HOLD THE COMPOUND IN PLACE WHILE IT IS EXPANDING, AND PREVENT IT FROM MIGRATING DOWN THE DUCT AND INTO THE MAXCELL. LEAVE A SMALL VOID IN THE OUTSIDE PACKING (AT THE TOP OF THE CONDUIT) TO ALLOW FOAM AS IT EXPANDS TO EXPAND TO THE OUTSIDE OF THE CONDUIT



8. INSERT THE NOZZLE OF THE FOAM DISPENSER BETWEEN THE FOAM PACKING AND THE **TOP** OF THE DUCT. INJECT FOAM INTO THE CONDUIT. (FIG. 4)

9. IF TOO MUCH FOAM IS ADDED BETWEEN THE PACKING, THE FRONT FOAM DAM MAY TRY TO PUSH OUT, THIS IS NORMAL. DO NOT RESTRICT MOVEMENT OF THE FRONT DAM. THE SEAL PROCEDURE IS COMPLETE. (FIG. 5)





SPECIFICATIONS

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 appendices and agrees to perform the work and provide the materials 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 this IFB document.	X	
4	The awarded Bidder shall meet with the City’s designated contact(s) prior to beginning services to review the requirements and work order process.	X	
5	The awarded Bidder shall be responsible for furnishing all equipment and labor required to perform the services described herein.	X	
6	The awarded Bidder understands that this IFB Document 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	
7	The City reserves the right to request quotes from the awarded Bidder, to determine exact or estimated total costs for specific boring and trenching projects prior to requesting work to be performed.	X	
8	The awarded Bidder understands that any awarded Contract is not an exclusive Contract and that the City reserves the right to request quotes or have work performed by other qualified entities in the event that the awarded Bidder is not able to complete the work in the City’s timeline or for any other reason the awarded Bidder is not able to complete the work.	X	



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	Invoicing shall reference the Line Item Number indicated on the Bid Form contained herein.	X	
10	Bidder understands that BEUD Detail Pages referenced in this Specifications table (ex. DS-1406) are included in this IFB document as part of the Specifications, and has carefully reviewed the Detail Pages as part of their response to this IFB.	X	
11	All per foot conduit installation costs shall be end to end, including all turn-ups into devices, elbows, and couplings , per DS-1419.	X	
12	The trenching price shall include all specifications , per detail DS-1403-1404.	X	
13	Any two-man crew per hour charges shall be approved in writing, by the designated representative for the City, prior to any invoices being submitted for these charges.	X	
14	City will provide C.I.C. (conductor in conduit) to be installed by Contractor.	X	
15	When installing multiple conduit sizes by boring, the price shall be established by the largest conduit installation, and all subsequent conduit installations shall be reduced by 50% (fifty percent) . (Clarification: when installing a 6" and 4" (six inch and four inch), the price shall be established by the full 6" price plus 50% of the 4" installation costs).	X	
16	No roll pipe shall be turned up at a power pole, per detail DS-1419A.	X	
17	When boring, contractor shall apply coupling and one (1) stick of Schedule 40 PVC per detail DS-1419B.	X	
18	End of pipe shall be marked with stubbed up conduit (same size of conduit installed) painted red, per detail DS-1419C.	X	
19	Cantex poly plugs or other City approved industry standard cap shall be used to cover the end of conduits. Duct Tape is not allowed.	X	
20	Contractor will place mule tape in bore pipe, and upon request by BEUD.	X	
21	Contractor shall refer to BEUD Specification Sec. 7.10.12 for ROW (Right of Way) Permit when boring in City of Bentonville ROW. BEUD Specifications can be found on the City of Bentonville website or may be requested.	X	
22	BEUD requires 24 hours' notice for delivery of BEUD supplied materials, when applicable.	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'
23	DS-1403 TRENCH DETAIL IN GREEN SPACE	X	
24	DS-1404 TRENCH DETAIL IN ASPHALT	X	
25	DS-1405 SINGLE PHASE TRANSFORMER SITE REQUIREMENTS	X	
26	DS-1406 SINGLE PHASE TRANSFORMER PAD SMALL THAN 100kVA	X	
27	Ds-1407 single phase transformer pad 100kVA AND LARGER	X	
28	DS-1411 SINGLE PHASE PRIMARY JUNCTION BOX SLEEVE	X	
29	DS-1412 THREE PHASE 200A PRIMARY JUNCTION BOX SLEEVE	X	
30	DS-1413 THREE PHASE 600A PRIMARY JUNCTION BOX SLEEVE	X	
31	DS-1414 SECONDARY JUNCTION BOX	X	
32	DS-1414-1 THREE PHASE SECONDARY JUNCTION BOX	X	
33	DS-1419 CONDUIT INSTALLATION DETAILS	X	
34	DS-1420 PADMOUNT SWITCHGEAR VAULT ASSEMBLY	X	
35	DS-1420A PADMOUNT SWITCHGEAR VAULT FOOTER	X	
36	DS-1420B PADMOUNT SWITCHGEAR BOTTOM SLEEVE	X	
37	DS-1420C PADMOUNT SWITCHGEAR TOP SLEEVE	X	
38	DS-1608 ADSS FIBER HANDHOLE 30"x48"x36" (FIBER INSTALLATIONS ONLY)	X	
39	DS-1609 ADSS FIBER HANDHOLE 30"x48"x24" (FIBER INSTALLATIONS ONLY)	X	
40	DS-1610 ACTIVE CABINET SLAB (FIBER INSTALLATIONS ONLY)	X	
41	DS-1611 PASSIVE CABINET BASE (FIBER INSTALLATIONS ONLY)	X	
42	DS-1615 FOAM SEALING MAXCELL IN CONDUIT (FIBER INSTALLATIONS ONLY)	X	

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APPENDIX B

SUBCONTRACTOR DISCLOSURE **(REQUIRED RESPONSE DOCUMENT ONLY WHEN** **APPLICABLE)**



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SUBCONTRACTOR DISCLOSURE

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of \$50,000.00 must have a valid, 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 below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein 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.**

[Continued on the following page]



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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.



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APPENDIX C

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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NON-COLLUSION AFFIDAVIT

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

State of Arkansas

County of Benton

I, Jack Moody 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: Jack Moody Title: Director

Subscribed and sworn before me this: 15th day of June, 20 22

Notary Public: Kellie Sangwin My commission expires: 2/26/31





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APPENDIX D

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)



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BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three (3) references from within the last two (2) years in the space provided below. References provided must be from the performance of the same or similar type of work as described herein.

The City reserves the right to contact references provided and use the information obtained in the evaluation of Bidder's Bid submission.

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
Matt Renick	479-640-0516	Bore and Install 2" & 4" conduit for sewer and water services	Jan 2021 to current
Terry Edwards	479-936-6195	Bore and Install 3" & 4" conduit for water services	Jan 2021 to Oct 2021
Sy Kirby	479-586-0402	Bore and Install 2" conduit for water services	Feb 2022
Karl McMillan	479-256-4447	Bore, Trench and Install 1.5" & 2" communications c/c	Jan 2022 to current
John Thompson	479-619-9263	Bore, Trench and Install 1.5"-6" conduit for elec primary and secondary	June 2020 to current

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.



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APPENDIX E

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Calcon Inc

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.

Tony Howard

OR

☐ Check this box if 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.**

DM Initials



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Agenda Item Form

Date of Utility Board Meeting	7/5/2022
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	(479) 696-0273

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to award Bid IFB-22-60 to Seven Valleys Concrete, in the amount of \$131,000.00, for the replacement of both discharge lines, (2) check valves, (3) gate valves, and valve vault at Lift Station #23 Vaughn. This was not a budgeted item. The Aviator apartments phase 2 being constructed in the area requires larger pumps to be placed in both Chickadee and Vaughn Lift Stations. It has been determined the deteriorated condition of Lift Station #23 discharge lines will not be able to handle the increased flow, therefore needs upgraded before Aviator phase 2 can be put in service.					

Estimated Cost	\$131,000.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Utilizing Utility Fund Reserves	





Budget Adjustment Request

Date of Utility Board Meeting	7/5/2022
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	(479) 696-0273

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Staff requests Utility Board Members approve a motion to accept Bid Submission IFB-22-60 to Seven Valleys Concrete for the replacement of both discharge lines, (2) check valves, (3) gate valves, and valve vault at Lift Station #23 Vaughn. This was not a budgeted item. Phase 2 of the Aviator apartment being constructed in the area requires larger pumps to be placed in both Chickadee and Vaughn Lift Stations. It has been determined the deteriorated condition of the Lift Station #23 discharge lines will not be able to handle the increased flow, therefore needs upgraded before Aviator phase 2 can be brought online.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503030	47210	Capital Improvements		\$ 131,000.00
		Totals	\$ -	\$ 131,000.00
		Net Impact on Fund Balance	\$ (131,000.00)	

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



Memo



To: Utility Boards Members
From: Chris Earl, WRRF Manager
CC: Mike Bender, Preston Newbill
Date: 7/5/2022
RE: Bid Award for discharge line and valve vault replacement at LS #23 Vaughn

.....

Staff requests Utility Board Members approve a motion to accept Bid Submission IFB-22-60 to Seven Valleys Concrete for the replacement of both discharge lines, (2) check valves, (3) gate valves, and valve vault at Lift Station #23 Vaughn. This was not a budgeted item. Phase 2 of the Aviator apartment being constructed in the area requires larger pumps to be placed in both Chickadee and Vaughn Lift Stations. It has been determined the deteriorated condition of the Lift Station #23 discharge lines will not be able to handle the increased flow, therefore needs upgraded before Aviator phase 2 can be brought online.

We would like to fund the improvement project through a budget adjustment out of the capital improvement account #47210 in the amount of \$131,000.00

Thank you for your consideration of this request,

Chris Earl, WRRF Manager



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	6/7/22	Time of Bid Opening:	2:00PM	Solicitation ID Number:	IFB-22-60
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Solicitation Title: Lift Station No.23 (Vaughn) Discharge Lines, Valves and Valve Vault Replacment

Bidders:			Sherman + Reilly, Inc.	
Line Item	Quantity (Unit of Measure = LS)	Description	Unit Price	
1	1	LIFT STATION NO.23 (VAUGHN) DISCHARGE LINES, VALVES, AND VALVE VAULT REPLACEMENT, AS SPECIFIED	\$131,000.00	
		Total Bid Price	\$131,000.00	

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



CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATES: April 24; May 1, 2022

NOTICE TO BIDDERS

LIFT STATION NO.23 (VAUGHN) DISCHARGE LINES, VALVES, AND VALVE VAULT REPLACEMENT

Invitation For Bid (IFB)-22-60

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, capable, licensed and insured, and experienced contractors to complete the Lift Station Number 23 (Vaughn) Discharge Lines, Valves, and Valve Vault Replacement Project, for the City of Bentonville Water Resource Recovery Facility. The awarded Bidder must have a Municipal Utility Contractors License. The awarded Bidder will be responsible for 100% completion of the work, inclusive of but not limited to the furnishing of all labor, materials, tools, equipment, demolition, disposal, transportation, insurance, profit, and all other necessary components to perform the work as specified.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 5% (five percent) of the Total Bid Price, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidders shall adhere to the bonding requirements as specified in the IFB-22-60 Bidding Documents.

There will be an OPTIONAL Pre-Bid Meeting held on Wednesday, May 11, 2022 at 2:00PM CST on-site at the project location, located at 12128 Highway 12 Bentonville, AR 72712 (South of Benton County Fair Grounds on Highway 12). Bidders are not required to attend the Pre-Bid Meeting, but attendance is highly encouraged to review the Scope of Work and Project location.

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

The awarded Bidder will be required to furnish Performance and Payment Bonds, as specified in the Bidding Documents, at the time of signing the Contract in amounts equal to the Total Bid Price.

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.



CITY OF BENTONVILLE, ARKANSAS

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

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

There will be a Public Bid Opening for IFB-22-60 held at 2:00PM CST on Thursday, May 19, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, unsigned Submissions and Submissions which do not contain the required Bid Bond will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is May 13, 2022, at 4:30pm.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-60	Date of Issuance:	APRIL 24, 2022 MAY 1, 2022
Description:	LIFT STATION NO.23 (VAUGHN) DISCHARGE LINES, VALVES, AND VALVE VAULT REPLACEMENT		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Pre-Bid Meeting Information:	WEDNESDAY MAY 11, 2022 AT 2:00PM - OPTIONAL PRE-BID MEETING. SEE PRE-BID MEETING SECTION OF THIS IFB DOCUMENT FOR ADDITIONAL DETAILS.		
Bid Bond Requirement:	5% BID BOND REQUIRED SEE BID BOND SECTION OF THIS IFB DOCUMENT FOR DETAILS		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	MAY 19, 2022 AT 2:00 P.M. CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th 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 14 th 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:	MAY 13, 2022– 4:30 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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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: Seven Valleys Concrete Phone Number: 417-847-2355
Cassville, MO
Business Address (Full Street/City/State/Zip): 1310 Old Hwy 37 Ste #401 65685

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

Name of Contact Person: Jake Davison Email: sevenvalleys2003@yahoo.com

Signature of Authorized Person: _____ Date: 6/6/2022

Printed or Typed Name: Jake Davison Title: Managing Partner

Arkansas Contractors License Number: 0163090423 (REQUIRED)

Municipal Utility Contractors License: ☒ YES ☐ NO (Municipal Utility Contractors License required to perform work for IFB-22-60)

Sales or Use Tax ID Number: _____

Bid Bond Included: ☒ Yes ☐ No (only required if specified in this IFB Document)

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to contract with a properly qualified, capable, licensed, insured, and properly experienced contractor to complete the Lift Station Number 23 (Vaughn) Discharge Lines, Valves, and Valve Vault Replacement Project, for the City of Bentonville, Arkansas Water Resource Recovery Facility (WRRF). The awarded Bidder must have a Municipal Utility Contractors License. The awarded Bidder will be responsible for 100% completion of the work, inclusive of but not limited to the furnishing of all labor, materials, tools, equipment, demolition, disposal, transportation, insurance, profit, and all other necessary components to perform the work as specified.

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. This includes but is not limited to the Non-Collusion Affidavit (requires notary), Vendor Disclosure, Subcontractor Disclosure (when applicable), and Bidder Qualifications.
- Proof that Bidder is a licensed contractor in the State of Arkansas.
- Proof that Bidder maintains or is able to obtain by the time of award a Municipal Utility Contractors License.
- Proof that Bidder maintains, or is able to acquire the required insurance as stated herein in the 'INSURANCE' section of this IFB document.
- 5% Bid Bond, as specified herein.

3. APPENDIXES

- **APPENDIX A: SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT WHEN APPLICABLE)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: IFB-22-60 SPECIFICATIONS/CONSTRUCTION PLANS (SPECIFICATIONS DOCUMENT)**

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. INSURANCE

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

2. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of sixty (60) days after the Public Bid Opening. The City of Bentonville has sixty (60) days from the Bid Opening date in which to evaluate Bids and recommend 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.

3. BONDS

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

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

☒ **Bid Bond Required** ☐ **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 five percent (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 the Guarantee of Bid Section of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.



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B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

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

☒ **Performance and Payment Bond Required** ☐ **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.

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4. WARRANTIES

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

Bidders are required to respond 'As Specified' or 'Alternate' to the applicable warranty specification for the field(s) below when marked with an "x" or when otherwise required in this document; if no warranty specification is marked, or if the 'no warranty required' specification is marked, there is no warranty required in this IFB. *If Bidders response is 'Alternate', the Bidder is required to provide additional information for the City's review.*

X The awarded Bidder shall warranty the work to be free from defects in material and workmanship for a minimum period of one (1) year from the date of 100% completion as approved by the City.

Bidder Response: X As Specified Alternate (Bidder MUST provide more information)

5. 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 construction of the project or 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.

6. ENCOURAGEMENT FOR PARTICIPATION

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

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

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7. 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.

8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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



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9. INDEMNIFICATION

Due to the City's 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.

10. DAMAGES

Any damage occurring to City (public) or private property within the worksite area(s) or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City's contact, or designated assignee and repaired at the awarded Bidder's expense.

11. 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.

12. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.



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13. 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.

14. 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, including any contract, 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) or additional description of their products or services.

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15. 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.

☒ **Invoice upon 100% completion (As approved by the City)**

☐ **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

16. BIDDER REQUESTED PAYMENT TERMS

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

☒ **NET 30 Days from Invoice Submission** ☐ **NET 60 Days from Invoice Submission** ☐ **Other (Specify Below)**

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17. PRE-BID MEETING

There will be a mandatory pre-Bid meeting when indicated by an “x” mark in one of the fields below or when otherwise indicated in this IFB document. An Optional Pre-Bid Meeting will be indicated by an “x” in one of the fields below. If there is an “x” in the “No Pre-Bid Meeting” option, there will not be a Pre-Bid Meeting for this IFB.

☐ **Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)**

☐ **In Person** ☐ **Zoom or Other Virtual Method**

☒ **Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)**

☒ **In Person** ☐ **Zoom or Other Virtual Method**

☐ **No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)**

Pre Bid Meeting Information: There will be an OPTIONAL Pre-Bid Meeting (in-person) held on Wednesday, May 11, 2022 at 2:00PM CST, located at the work-site at 12128 Highway 12 Bentonville, AR 72712 (South of Benton County Fair Grounds on Highway 12). Bidders are not required to attend the Pre-Bid Meeting, but attendance is highly encouraged to review the Scope of Work and Project location. Bidders are responsible for field verifying any information and submitting questions prior to the question deadline.

Pre-Bid Meeting COVID-19 Precautions:

Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

18. TERM

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

☒ **Contract Term (for services, construction projects etc.)**

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be one (1) year. Bidders shall note that the Contract Term is separate from the required days to complete work and from the Performance and Payment Bond required term.

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19. SUBCONTRACTORS

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

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

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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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 work shall include and shall be performed as specified in all narratives, specifications, drawings and other information contained in this Invitation for Bid.

Bidders are responsible for visiting the site, becoming familiar with the work area(s) and field verifying measurements and other information prior to submitting a Bid for the work. All work shall be performed and material supplied in accordance with this IFB.

Increases or decreases to the work or materials specified shall be handled as Change Orders throughout the Project. No Change Order shall be considered approved unless approved in writing by the City and in accordance with all applicable procurement laws, rules and policies. Work included in the Change Order shall not be completed prior to the City's written approval. The City is not responsible for work completed outside of an approved Change Order. The City reserves the right to reject requested Change Orders.

Abbreviation and Symbol Key					
Feet	ft. or '	Inches	In. or "	SS	Stainless Steel

City of Bentonville:

The City of Bentonville shall be responsible for completing the following Scope of Work items:

1. Isolate all preceding stations to help enable work in the Vaughn Lift Station wet well.
 - a. Bidder Scope of Work Note: Bidders shall note that there are a few residential homes and businesses in the area that gravity flow into Vaughn Lift Station and additional Scope of Work will be required of the Contractor to completely stop the flow into the wet well.
2. Provide a vacuum trailer and City staff to maintain water containment at Chickadee Lift Station for the first twelve (12) hours of construction.
3. Drain force main out of Vaughn Lift Station.
4. Remove pumps and pump guide rails, and set aside prior to the beginning of Contractor's Scope of Work.
 - a. Replacement of Pumps and guide rails.

The City of Bentonville shall be responsible for providing the following materials:

1. New valve vault hatch to be provided by the City of Bentonville WRRF.

[Scope of Work continues on the following page]



Scope of Work Continued

Contractor

The Contractor shall be responsible for completing the following Scope of Work and Material items. This Scope of Work and material list has been compiled to convey the general requirements and work included in IFB-22-60, but may not be an exhaustive list of all items included in the Scope of Work or materials needed to complete the work. The work shall include, but is not limited to the following:

1. General Scope of Work:

- a. All work and material shall be as documented in this Invitation for Bid and Appendixes, including but not limited to the Specifications/Construction Plans.
- b. All work and material shall be in accordance with the Bentonville Water Utilities Department Specifications, 2021.
- c. All 304SS Pipe and SS 90s are to be used from pump bases inside wet well to the check valves inside the valve vault. The DI 90s, TEE, and Spool will be used in the valve vault.
- d. All bolts and nuts used to connect plumbing must be stainless steel and coated with anti-seize.
- e. Contractor shall be trained in confined space entry and follow all confined space entry permit requirements.
- f. Contractor shall provide their own Personal Protective Equipment (PPE) for permit required confined spaces.
- g. Contractor shall remove all existing plumbing to be replaced as part of this Project (IFB-22-60) and install the new plumbing within twelve (12) hours of the station being isolated. If it is not feasible to complete the removal and replacement/installation, Contractor shall provide by-pass pumping of the Station until discharge lines are installed.
- h. Contractor shall provide and utilize an inflated muni-ball to plug the influent line once proceeding lift stations have been isolated, if necessary, to stop gravity flow into the lift station for the Project.
- i. Contractor shall remove and dispose of existing discharge lines for both pumps, including all pipe, fittings, and valves from the pump elbows to the new tie in point outside of the valve vault.
- j. Remove and dispose of existing valve vault concrete.
- k. Remove and dispose of any paving or other material deemed necessary for demolition of existing or construction of new improvements.
- l. Contractor shall be responsible for clean-up and disposal of all removed material, and shall keep the job site clean and orderly throughout construction.
- m. Contractor shall ensure that the new concrete pipe supports and valve vault walls are formed and poured around newly constructed discharge lines. All penetrations through the wall between the wet well and the new valve vault, existing and new, shall be grouted and sealed to prevent Hydrogen Sulfide (H₂S) from entering the valve vault.
- n. Contractor shall replace any paving removed or damaged during construction.

All Scope of Work Items shown in these Bidding Documents, including all attached Appendixes, and as shown in the Bentonville Water Utilities Department Specifications 2021, which are not specifically noted as being completed by the City shall be completed by the Contractor.



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Scope of Work Continued

2. Materials to be Provided by Contractor:

All materials not specifically noted in these Bidding Documents as being provided by the City shall be provided by the awarded Contractor. Materials to be provided by the Contractor shall include, but not be limited to the following:

(QTY – Quantity)

- | | |
|------------------------|---|
| a. QTY (2) Two | 8" x 20' SCH10 304SS PE Pipe |
| b. QTY (2) Two | 8" Flanged 304SS 90s |
| c. QTY (8) Eight | 8" SS Uniflange Tyler Union |
| d. QTY (2) Two | 8" Flanged Swing Check Valve L&W |
| e. QTY (2) Two | 8" Gate Valve FLXFL W/HW |
| f. QTY (2) Two | 8" Ductile Iron Flanged 90 |
| g. QTY (1) One | 8" Ductile Iron Flanged Tee |
| h. QTY (1) One | 8" x 6' Ductile Iron Flange to Flange Spool |
| i. QTY (1) One | 8" Gate Valve MJ x FLG RS OL |
| j. QTY (2) Two | 8" MJ L Solid Sleeve |
| k. QTY (1) One | 8" x 6' Ductile Iron Pipe |
| l. QTY (5) Five | 8" MJ SSB Ductile Iron Accessory Set Gland Pack |
| m. QTY (1) One | 2" PVC Swing Check Valve |
| n. QTY (1) One | 2" x 3' SCH40 PVC Pipe |
| o. QTY (21) Twenty-One | 8" FLG Accessory Set W/ SS Bolts & Nuts 304SS |

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3. 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): June 14

Delivery/Work-Site Location: 12128 Hwy 12 Bentonville, AR 7712 (South of Benton County Fair Grounds on Highway 12)

*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:

The City is aware that lead times may vary for delivery of the material to be used in this Project, which impacts the date work will begin. Therefore, Bidders shall complete the Section below to convey their proposed date to begin work.

Bidder shall begin work at the earliest possible date. The City's preference is for work to begin within 30 (thirty) days from Notice of Award.

100% Completion: The City requests that work be 100% complete sixty (60) days from work beginning.

Bidder Response Required:

Bidder shall begin work within 45 days from Notice of Award.

Bidder shall reach 100% completion within 60 days from work beginning.

*IF Material/ Shipment will
Allow*

[This space has been intentionally left blank]



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

SECTION 4: SPECIFICATIONS

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, the job-site, and the Bentonville Water Utilities Department Specifications 2021, and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations. Work shall be performed and materials supplied in accordance with the Bentonville Water Utilities Department Specifications 2021.	X	
3	Bidder is licensed contractor in the State of Arkansas, including a Municipal Utility Contractors License, and is qualified and capable of performing the work, AS SPECIFIED in this IFB document and all attached Appendixes.	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).	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 contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes, and in accordance with the Bentonville Water Utilities Department Specifications 2021. The awarded Bidder shall perform the work in accordance with industry standards and best practices.	X	
8	The awarded Bidder shall inform the City's contact(s) immediately in the event of any interruption to work, suspected change in Scope, or any other type of changes in conditions.	X	

9. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning: _____

Workmanship Warranty:

Bidder warrants that the workmanship and material shall be free from defect for a period of 1 years upon the completion of the work.

Details: _____

[This space has been intentionally left blank]



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SECTION 5: BIDDER ACKNOWLEDGEMENTS

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

Description	Bidder's Initials									
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	<u>SP</u>									
Proof of insurance, or the ability maintain, as defined herein.	<u>SP</u>									
Proof that Bidder is a licensed Contractor in the State of Arkansas	<u>SP</u>									
Proof that Bidder is a licensed Municipal Utility Contractor in the State of Arkansas	<u>SP</u>									
5% Bid Guarantee, as specified herein.	<u>SP</u>									
APPENDIX A: SUBCONTRACTOR DISCLOSURE (completed, if applicable)	<u>SP</u>									
APPENDIX B: NON-COLLUSION AFFIDAVIT (completed, and notarized)	<u>SP</u>									
APPENDIX C: CONTRACTOR/VENDOR DISCLOSURE, completed.	<u>SP</u>									
APPENDIX D: BIDDER QUALIFICATIONS, completed.	<u>SP</u>									
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. <table style="width: 100%; border: none;"> <tr> <td style="width: 35%;"><u>ADDENDUM NUMBER</u></td><td style="width: 35%;"><u>DATE OF ISSUANCE</u></td><td></td></tr> <tr> <td><u># 1</u></td><td><u>May 11, 2022</u></td><td></td></tr> <tr> <td><u># 2</u></td><td><u>May 11, 2022</u></td><td></td></tr> </table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>		<u># 1</u>	<u>May 11, 2022</u>		<u># 2</u>	<u>May 11, 2022</u>		<u>SP</u>
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>									
<u># 1</u>	<u>May 11, 2022</u>									
<u># 2</u>	<u>May 11, 2022</u>									
Items Due at Contract Signing if Awarded										
Performance & Payment Bonds in an amount at least equal to the Total Unit Price Bid (only applicable when required in this IFB document). (Due at Contract Signing)	<u>SP</u>									
Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured. (Due at Contract signing) Bidder's should use the following City address for the insurance certificate: City of Bentonville, Arkansas 305 SW A Street Bentonville, Arkansas 72712	<u>SP</u>									



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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 sixty (60) days after the opening of Bids without the consent of the City; sixty (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



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BID FORM

LINE ITEM NO.	DESCRIPTION	QUANTITY/UNIT OF MEASURE	PRICE
1	LIFT STATION NO.23 (VAUGHN) DISCHARGE LINES, VALVES, AND VALVE VAULT REPLACEMENT, AS SPECIFIED	Lump Sum	\$ <u>131,000.00</u>
TOTAL BASE BID (written in numbers):			\$ <u>131,000.00</u>
TOTAL BASE BID (written in words):			<u>one hundred thirty</u> <u>one thousand dollars No cents</u>

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, have visited the actual location of the work (when applicable), have 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: Seven Valleys Concrete By (Authorized Person's Signature): [Signature]
Printed Name and Title: Jake Davison, Managing Partner
Date: 6/6/2022

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

Arkansas State Contractor's License Number (only include when required in this IFB): 0163090423

[This space has been intentionally left blank]



SECTION 7: 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.



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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 the bid guarantee period specified herein 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.



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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 ten (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 responsive and responsive Bidder 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.



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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.



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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.



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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 of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere to 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.



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

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.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
37. **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.
38. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department at (479) 271-3115.



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APPENDIX A

SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)



SUBCONTRACTOR DISCLOSURE

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of \$50,000.00 must have a valid, 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 below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein 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.**

[Continued on the following page]



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.
NA			



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

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)



NON-COLLUSION AFFIDAVIT

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

State of MO

County of Barry

I Jake Davison 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: Managing Partner

Subscribed and sworn before me this: 6th day of June, 2022

Notary Public: Stacy Hall My commission expires: 09-22-2024





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

APPENDIX C

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Seven Valleys Concrete LLC

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

Immediate Relation includes:

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

OR



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

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

Initials



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

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)



Bidders shall provide at least three (3) references from within the last two (2) years in the space provided below. References provided must be from the performance of the same or similar type of work as described herein.

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
Barry Connel	870-480-6106	Meter Vault upgrades	2019
Lost Bridge System	479-640-8916	New Waste Water Plant	ongoing 2022
Steve Davis	479-644-7401	Water Plant upgrades	2021

[illegible]

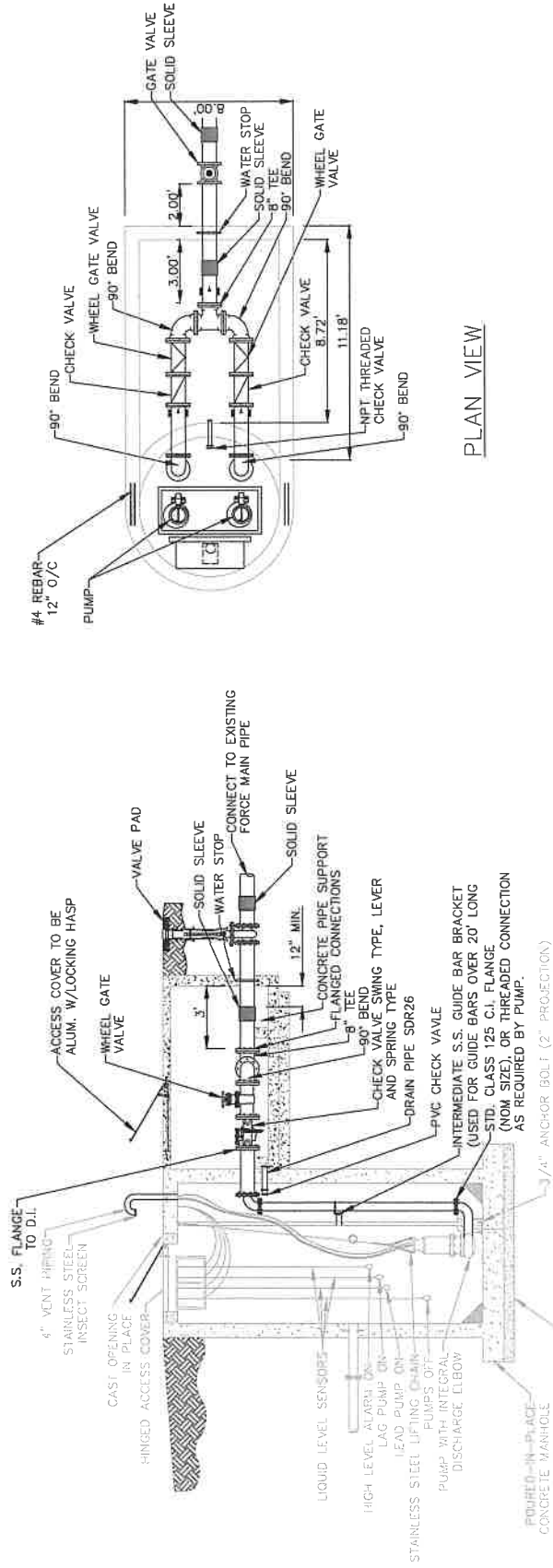


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APPENDIX E

IFB-22-60 SPECIFICATIONS/CONSTRUCTION PLANS (SPECIFICATIONS DOCUMENT)





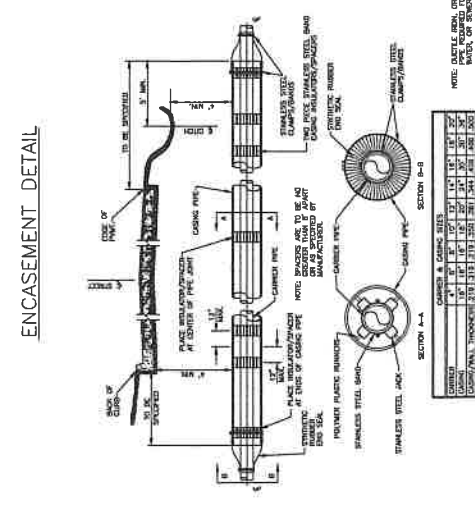
VAUGHN LIFT STATION VALVE VAULT NTS



LIFT STATION #23
VAUGHN

DATE: 03-13-2002
DRAWN BY: JH
CHECKED BY: JH
PROJECT: 1901 NE A STREET
PORTLAND, OREGON 97232
PH: (503) 271-2161
WWW.BENTONVALLE.COM

ENCASEMENT DETAIL

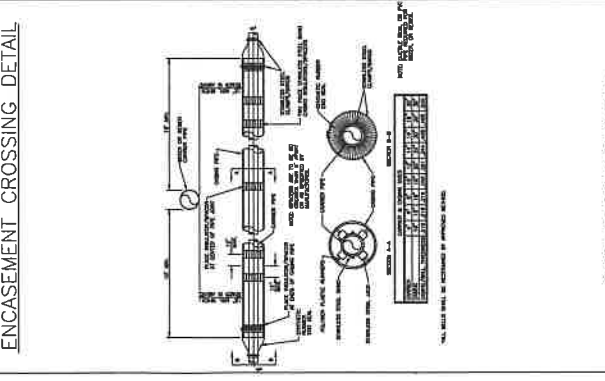


ANCHOR COLLAR SPECIFICATIONS

PIPE SIZE	ANCHOR COLLAR SCHEDULE	ANCHOR COLLAR THICKNESS	ANCHOR COLLAR DIA.
12"	Schedule 40	1/2"	12.75"
14"	Schedule 40	1/2"	14.75"
16"	Schedule 40	1/2"	16.75"
18"	Schedule 40	1/2"	18.75"
20"	Schedule 40	1/2"	20.75"
22"	Schedule 40	1/2"	22.75"
24"	Schedule 40	1/2"	24.75"
26"	Schedule 40	1/2"	26.75"
28"	Schedule 40	1/2"	28.75"
30"	Schedule 40	1/2"	30.75"
32"	Schedule 40	1/2"	32.75"
34"	Schedule 40	1/2"	34.75"
36"	Schedule 40	1/2"	36.75"
38"	Schedule 40	1/2"	38.75"
40"	Schedule 40	1/2"	40.75"
42"	Schedule 40	1/2"	42.75"
44"	Schedule 40	1/2"	44.75"
46"	Schedule 40	1/2"	46.75"
48"	Schedule 40	1/2"	48.75"
50"	Schedule 40	1/2"	50.75"
52"	Schedule 40	1/2"	52.75"
54"	Schedule 40	1/2"	54.75"
56"	Schedule 40	1/2"	56.75"
58"	Schedule 40	1/2"	58.75"
60"	Schedule 40	1/2"	60.75"
62"	Schedule 40	1/2"	62.75"
64"	Schedule 40	1/2"	64.75"
66"	Schedule 40	1/2"	66.75"
68"	Schedule 40	1/2"	68.75"
70"	Schedule 40	1/2"	70.75"
72"	Schedule 40	1/2"	72.75"
74"	Schedule 40	1/2"	74.75"
76"	Schedule 40	1/2"	76.75"
78"	Schedule 40	1/2"	78.75"
80"	Schedule 40	1/2"	80.75"
82"	Schedule 40	1/2"	82.75"
84"	Schedule 40	1/2"	84.75"
86"	Schedule 40	1/2"	86.75"
88"	Schedule 40	1/2"	88.75"
90"	Schedule 40	1/2"	90.75"
92"	Schedule 40	1/2"	92.75"
94"	Schedule 40	1/2"	94.75"
96"	Schedule 40	1/2"	96.75"
98"	Schedule 40	1/2"	98.75"
100"	Schedule 40	1/2"	100.75"

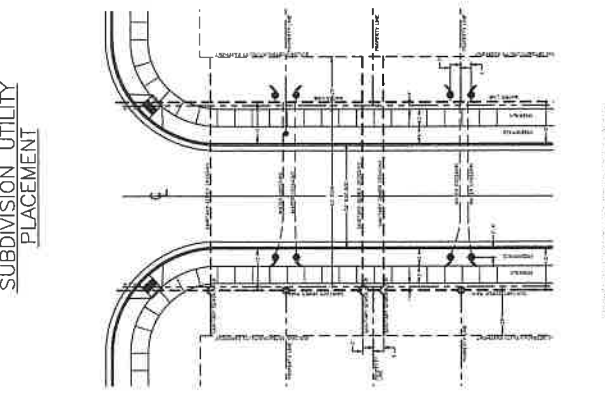
GENERAL WATER/SEWER DETAIL - DWG001

ENCASEMENT CROSSING DETAIL



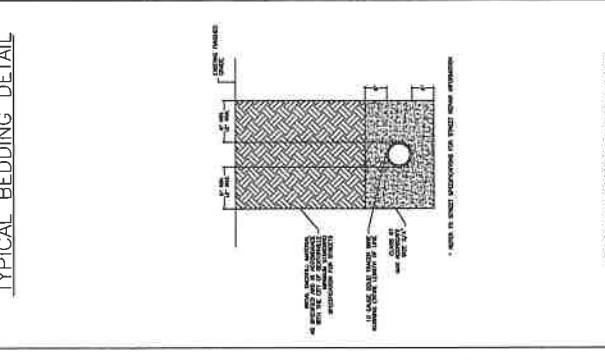
GENERAL WATER/SEWER DETAIL - DWG002

SUBDIVISION UTILITY PLACEMENT



GENERAL WATER/SEWER DETAIL - DWG003

TYPICAL BEDDING DETAIL

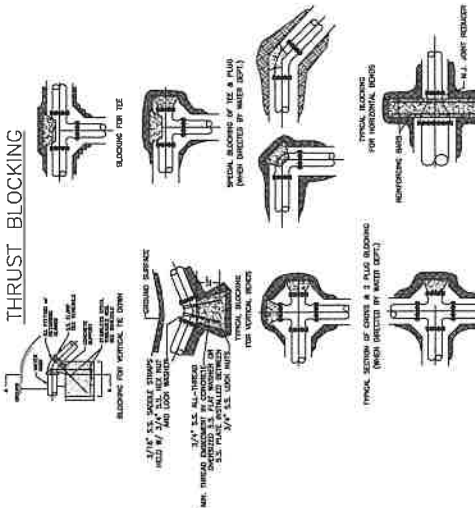


GENERAL WATER/SEWER DETAIL - DWG004

REACTION BACKING TABLE

PIPE SIZE	REACTION BACKING SCHEDULE	REACTION BACKING THICKNESS	REACTION BACKING DIA.
12"	Schedule 40	1/2"	12.75"
14"	Schedule 40	1/2"	14.75"
16"	Schedule 40	1/2"	16.75"
18"	Schedule 40	1/2"	18.75"
20"	Schedule 40	1/2"	20.75"
22"	Schedule 40	1/2"	22.75"
24"	Schedule 40	1/2"	24.75"
26"	Schedule 40	1/2"	26.75"
28"	Schedule 40	1/2"	28.75"
30"	Schedule 40	1/2"	30.75"
32"	Schedule 40	1/2"	32.75"
34"	Schedule 40	1/2"	34.75"
36"	Schedule 40	1/2"	36.75"
38"	Schedule 40	1/2"	38.75"
40"	Schedule 40	1/2"	40.75"
42"	Schedule 40	1/2"	42.75"
44"	Schedule 40	1/2"	44.75"
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48"	Schedule 40	1/2"	48.75"
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64"	Schedule 40	1/2"	64.75"
66"	Schedule 40	1/2"	66.75"
68"	Schedule 40	1/2"	68.75"
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88"	Schedule 40	1/2"	88.75"
90"	Schedule 40	1/2"	90.75"
92"	Schedule 40	1/2"	92.75"
94"	Schedule 40	1/2"	94.75"
96"	Schedule 40	1/2"	96.75"
98"	Schedule 40	1/2"	98.75"
100"	Schedule 40	1/2"	100.75"

THRUST BLOCKING



GENERAL WATER/SEWER DETAIL - DWG005

WATER/SEWER DETAILS

DETAILS

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Seven Valleys Concrete, LLC
P.O. Box 88
Cassville, MO 65625

SURETY (Name, and Address of Principal Place of Business):

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

OWNER (Name and Address):

City of Bentonville, Arkansas
117 West Central
Bentonville, AR 72712

BID

Bid Due Date: 6/7/2022

Description (Project Name— Include Location): Lift Station No 23 (Vaughn) Discharge Lines, Valves and Valve Vault Replacement

BOND

Bond Number:

Date: 6/7/2022

Penal sum Five Percent (5%) of the Amount Bid (\$ 5%)

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Seven Valleys Concrete, LLC (Seal)

Bidder's Name and Corporate Seal

By:



Signature

Mike Dawson

Print Name

Manager Padon

Title

Attest:



Signature

Title Witness

SURETY

The Cincinnati Insurance Company (Seal)

Surety's Name and Corporate Seal

By:



Signature (Attach Power of Attorney)

Shana Meyer

Print Name

Attorney-in-Fact

Title

Attest:



Signature

Title Witness



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

J. Alan Rogers, Landon Fisher, Shana Meyer, Miki Rogers, Jody Lensing, Brian Boyd, Ken Estes, Sherese Escovedo, Carolyn Hunter, Sylvia Young, Kevin Bruick, Michael Halter,

of Little Rock, AR

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Forty Million Dollars and 00/100 (\$40,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 7th day of June 2022



Ed H



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance PO Box 251510 Little Rock AR 72225-		CONTACT NAME: Erin Cervantes PHONE (A/C, No, Ext): 501-614-1128 FAX (A/C, No): 501-614-1428 E-MAIL ADDRESS: erin.cervantes@bxsi.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: BITCO General Insurance Corporation	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Seven Valleys Concrete, LLC
P.O. Box 88
Cassville MO 65625

SEVEAL-02

COVERAGES**CERTIFICATE NUMBER:** 37996395**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CLP3716714	4/18/2022	4/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAP3716713	4/18/2022	4/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP2820987	4/18/2022	4/18/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC3716712	4/18/2022	4/18/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CLP3716714	4/18/2022	4/18/2023	Limit Ded \$150,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If applicable, additional insured and/or waiver of subrogation status is provided when required by contract by using blanket forms. Copies of forms will be provided upon request.

General liability policy includes certificate holder as an additional insured when required by written contract but only with respect to liability arising out of a named insured's work for additional insured and in no way will the additional insured status exceed the limits, terms or conditions of the policy.

Project: Vaugh Lift Station Project for the City of Bentonville. 1000 SW St Bentonville, AR 72712.

CERTIFICATE HOLDER**CANCELLATION**

City of Bentonville
117 W. Central Ave.
Bentonville AR 72712

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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-22-60	Solicitation Title:	Lift Station No.23 (Vaughn) Discharge Lines, Valves, and Valve Vault Replacement
Addendum Number:	1	Date of Issuance:	May 11, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 24, 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).

Pre-Bid Meeting Location:

1.0 It came to the City's attention that the address provided for Lift Station Number 23, the Pre-Bid location and work-site location, does not reflect the actual location when using maps other than the City's GIS Map.

1.1 To assist Bidders in navigating to the Pre-Bid Meeting location, the map below has been provided. Lift Station Number 23 is located on Highway 12/Airport Regional Blvd., south of the Benton County Fairgrounds. Bidders may use the City's GIS Map to locate Lift Station Number 23 using the following link:

<https://bentonvillear.maps.arcgis.com/apps/mapviewer/index.html>).





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ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-60	Solicitation Title:	Lift Station No. 23 (Vaughn) Discharge Lines, Valves, and Valve Vault Replacement
Addendum Number:	2	Date of Issuance:	May 18, 2022

TO: Prospective Bidders

This Addendum provides answers to submitted questions, and modifies the original Bidding Document(s) dated April 24, 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 1 page(s).

Bid Schedule/Bid Opening Date and Time:

1.0 Bid Opening Date and Time: The original Advertisement and Bidding Documents for IFB-22-60 specified the following timeline:

- i. Pre-Bid Meeting (Optional): May 11, 2022 at 2:00PM
- ii. Question Deadline: May 13, 2022 at 4:30PM
- iii. Bid Opening: May 19, 2022 at 2:00PM

1.01 Due to the lack of attendance at the Optional Pre-Bid Meeting and lack of Requests for Information, the City has determined that it would be in the City's best interest to extend the solicitation timeline to allow for a longer period of review and interest in the Project.

1.02 A make-up Optional Pre-Bid Meeting will not be scheduled; however, interested Parties may contact purchasing@bentonvillear.com to schedule an appointment to view the site. Any site-visits will be for viewing purposes only, scope discussion and submission of questions will not be permitted during site-visits.

1.03 The IFB-22-60 Bid Schedule has been amended as follows:

- i. **Question Deadline: June 1, 2022 at 4:30PM**
- ii. **Bid Opening: June 7, 2022 at 2:00PM**

(all Bid Submissions must be received by Purchasing prior to this date and time to be accepted)

[End of Addendum Number 1]