City of Bentonville
Bentonville Utility Board Meeting
Tuesday, October 18th – 11:30 am
Bentonville City Hall 305 SW "A" St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: October 4th, 2022

New Business

1. Resolution – Bid Award and Budget Adjustment – Sewer Pipe Repair – Chris Earl (pages 2-60)
2. Ordinance – Transformer Purchase – Travis Matlock, PE (pages 61-64)
3. Wastewater Capacity Presentation – Hawkins Weir/Mike Bender, PE (pages 65)
4. Adjournment

Agenda Item Form

Date of Utility Board Meeting	**10/18/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**(479) 696-0273**

Item Type: (*Check Applicable Item Type)*

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

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

Staff requests Utility Board Members approve a motion to accept Bid Submission IFB-22-85 to Seven Valleys Concrete for the supply and replacement of 110' of 24" force main. The existing pipe has corroded to a state at which several large holes have formed on the top side of the WRRF Influent Line. This was caused by hydrogen sulfide build-up in the air space that occurs in this section. The existing pipe will be replaced with Epoxy lined Class 50 Ductile Iron Pipe to prevent this occurrence again.

We would like to fund the improvement project using the utility fund reserves.

Estimated Cost	**$112,776.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

We are requesting permission to fund the improvement project through a budget adjustment out of the capital improvement account #47210.

Memo

To: Utility Boards Members

From: Chris Earl, WRRF Manager

CC: Mike Bender, Preston Newbill

Date: 10/18/2022

RE: Bid Award for supply and replacement of 24” force main.

Staff requests Utility Board Members approve a motion to accept Bid Submission IFB-22-85 to Seven Valleys Concrete for the supply and replacement of 110’ of 24” force main. The existing pipe has corroded to a state at which several large holes have formed on the top side of the WRRF Influent Line. This was caused by hydrogen sulfide build-up in the air space that occurs in this section. The existing pipe will be replaced with Epoxy lined Class 50 Ductile Iron Pipe to prevent this occurrence again.

We would like to fund the improvement project using the utility fund reserves in the amount of $112,776.00.

Thank you for your consideration of this request,

Chris Earl, WRRF Manager

THE CITY OF BENTONVILLE

Budget Adjustment Request

Date of Utility Board Meeting	**10/18/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**(479) 696-0273**

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

Staff requests Utility Board Members approve a motion to accept Bid Submission IFB-22-85 to Seven Valleys Concrete for the supply and replacement of 110' of 24" force main. The existing pipe has corroded to a state at which several large holes have formed on the top side of the WRRF Influent Line. This was caused by hydrogen sulfide build-up in the air space that occurs in this section. The existing pipe will be replaced with Epoxy lined Class 50 Ductile Iron Pipe to prevent this occurrence again. We would like to fund the improvement project using the utility fund reserves.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503030	47210	Capital Improvements		$ 112,776.00
		Totals	$ -	$ 112,776.00
		Net Impact on Fund Balance	$ (112,776.00)	
***Final Account Number will be determined by Accounting Department after approval and purchase**				

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	9/29/22	Time of Bid Opening:	2:00PM	Solicitation ID Number:	IFB-22-85

Solicitation Title: 24 Inch Force Main Replacement

Bidders:			KAJACS Contractors Inc.	Seven Valleys Concrete
Line Item	Unit of Measure (LS= Lump Sum)	Description	Price	Price
1	LS	24 Inch Force Main Replacement, As Specified	$150,000.00	$112,776.00
		Total Bid Price	**$150,000.00**	**$112,776.00**

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: SEPTEMBER 4, 2022; SEPTEMBER 11, 2022

NOTICE TO BIDDERS
24 INCH FORCE MAIN REPLACEMENT
Invitation For Bid (IFB)-22-85

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, licensed and experienced contractors to supply the materials, equipment, labor and all other components for the replacement of a 24" (twenty-four inch) force main, as specified, for the City of Bentonville Water Resource Recovery Facility. 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-22-85 Bidding Documents.

There will be a MANDATORY Pre-Bid Meeting held on Thursday, September 15, 2022 at 2:00 PM CST, located at 1901 NE A Street, Bentonville, AR 72712. The Mandatory Pre-Bid Meeting will be held to review the Scope of Work and allow Bidders an opportunity to view the work area and field verify any needed measurements. City Staff and interested Bidders will meet in the Conference Room at the address above to review Bid requirements and timelines prior to walking to the work site to review the Project location. Attendance to the Mandatory Pre-Bid Meeting is required to be eligible to submit a Bid.

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-22-85 held at 2:00 PM CST on Thursday, September 29, 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 September 23, 2022, at 4:30 PM 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-22-85	**Date of Issuance:**	SEPTEMBER 4, 2022 SEPTEMBER 11, 2022
Description:	24 INCH FORCE MAIN REPLACEMENT		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Purchasing Department (Buyer):	GLADYS SHOEMAKE, PURCHASING MANAGER		
Pre-Bid Meeting Information:	**MANDATORY - THURSDAY, SEPTEMBER 15, 2022 AT 2:00 PM CST** **1901 NE A Street, Bentonville, AR 72712** **SEE DETAILS IN PRE-BID MEETING SECTION.**		
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:	**SEPTEMBER 29, 2022 AT 2:00 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

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

Deadline for Submission of Requests for Information, Questions or Clarifications:	September 23, 2022– 4:30 PM CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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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

Business Address (Full Street/City/State/Zip): PO Box 88, Cassville, MO 65625

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: [signature] **Date:** 9-28-22

Printed or Typed Name: Jake Davison **Title:** Managing Partner

Arkansas Contractor's License Number: 0160309042 3 **(REQUIRED)**

Sales or Use Tax ID Number: N/A

Bid Bond Included: ✓ Yes ___ **No (REQUIRED)**

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to contract with a properly qualified, licensed and experienced contractor to supply the materials, equipment, labor and all other components for the replacement of a 24" (twenty-four inch) force main, as specified, for the City of Bentonville Water Resource Recovery Facility.

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: SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX F: SCOPE OF WORK AND DRAWINGS (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) (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.

B. PERFORMANCE & PAYMENT BOND (REQUIRED)

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

_X__Performance and Payment Bond Required __Performance and Payment Bond Not Required for this Solicitation

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

C. BONDS – GENERAL

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

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

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

4. 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.

[This Space Has Been Intentionally Left Blank]

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.

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.

[This space has been intentionally left blank]

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.

_X__Invoice upon 100% completion (As approved by the City)

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

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

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

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

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

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

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

_X_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 a MANDATORY Pre-Bid Meeting held on Thursday, September 15, 2022 at 2:00 PM CST, located at 1901 NE A Street, Bentonville, AR 72712. The Mandatory Pre-Bid Meeting will be held to review the Scope of Work and allow Bidders an opportunity to view the work area and field verify any needed measurements. City Staff and interested Bidders will meet in the Conference Room at the address above to review Bid requirements and timelines prior to walking to the work site to review the Project location. Attendance to the Mandatory Pre-Bid Meeting is required to be eligible to submit a Bid.

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.

_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 three (3) months. Bidders shall note that the Contract Term is separate from the required days to complete work.

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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 be performed and materials supplied as specified in this IFB Document, and Appendixes E and F. The awarded contractor shall complete the work to 100% completion, as approved by the City. The Project is located within Bentonville City limits.

Bidders are responsible for visiting the site, becoming familiar with the work area(s) and field verifying measurements 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.

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2. DELIVERY (REQUIRED RESPONSE)

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): __________October 25, 2022___________

Delivery/Work-Site Location: ______1901 NE A Street, Bentonville, AR 72712________

*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 thirty (30) days from Notice of Award.

100% Completion: The City requests that work be 100% complete thirty (30) days from work beginning.

Bidder Response Required:

Bidder shall begin work within 280 days from Notice of Award.

Bidder shall reach 100% completion within 30 days from work beginning.

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

SECTION 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.	JD
Proof of insurance, or the ability to acquire, as defined herein.	JD
5% Bid Guarantee, as specified herein.	JD
APPENDIX A: SUBCONTRACTOR DISCLOSURE (Completed, if applicable)	JD
APPENDIX B: NON-COLLUSION AFFIDAVIT (Completed and Notarized)	JD
APPENDIX C: BIDDER QUALIFICATIONS (Completed)	JD
APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (Completed)	JD
APPENDIX E: SPECIFICATIONS (Completed)	JD
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** / **DATE OF ISSUANCE** #1 / Sept. 16, 2022	JD

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/27/2022

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		**NAIC #**
	INSURER A : BITCO General Insurance Corporation		20095
INSURED SEVEVAL-02 Seven Valleys Concrete, LLC P.O. Box 88 Cassville MO 65625	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 556310725 **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	X COMMERCIAL GENERAL LIABILITY			CLP3716714	4/18/2022	4/18/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CAP3716713	4/18/2022	4/18/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP2820987	4/18/2022	4/18/2023	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC3716712	4/18/2022	4/18/2023	X 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.

CERTIFICATE HOLDER	CANCELLATION
City of Bentonville 1000 SW 14th Street 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 Keri Bass

BID BOND

CONTRACTOR:
(Name, legal status and address)
Seven Valleys Concrete, LLC
P.O. Box 88
Cassville, MO 65625

SURETY:
(Name, legal status and principal place of business)
The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

OWNER:
(Name, legal status and address)
City of Bentonville, Arkansas
117 West Central, Bentonville, AR 72712

BOND AMOUNT: **Five Percent (5%) of the Amount Bid-------------------**

PROJECT:
(Name, location or address, and Project number, if any)
24 Inch Force Main Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **29th** day of **September, 2022**

Stacy Hall
(Witness)

Seven Valleys Concrete, LLC
(Principal) *(Seal)*

Managing Partner
(Title)

K Cuckler
(Witness)

The Cincinnati Insurance Company
(Surety)

Shana Meyer
(Title) ***Shana Meyer, Attorney-in-Fact***

The Cincinnati Insurance Company 2020
CINCINNATI, OHIO

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.

The Cincinnati Insurance Company CORPORATE SEAL OHIO
The Cincinnati Casualty Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

Stephen A. Spray

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.

NOTARIAL SEAL STATE OF OHIO

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 29th day of September 2022.

The Cincinnati Insurance Company CORPORATE SEAL OHIO
The Cincinnati Casualty Company CORPORATE SEAL OHIO

BN-1457 (3/21)

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-22-85	**Solicitation Title:**	24 Inch Force Main Replacement
Addendum Number:	1	**Date of Issuance:**	September 16, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated September 4, 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 3 page(s).

Scope of Work Discussed During Mandatory Pre-Bid Meeting:

1.0 Awarded Bidder will be responsible for hauling trees and tree trimmings they cut down to the City's Compost Facility located at 2000 NW A St, Bentonville, AR 72712. Cuts shall be no longer than 8' (eight feet).

2.0 The City noted that the pipe to be replaced is weak in some areas; care should be taken when working with or around the pipe.

3.0 The City noted there is another force main buried underground beneath the force main that is to be replaced as part of IFB-22-85. This additional, buried force main is not part of the scope of work for this Project. The existence of this additional force main is part of the reasoning for not replacing concrete blocks (due to potential damage from demo etc.).

4.0 The City will have the ability to drain the line prior to work beginning based on coordination during the preconstruction meeting and following.

5.0 All staging may take place in the parking lot directly below the force main.

[Addendum Number 1 Continues on Next Page]

ADDENDUM TO SOLICITATION

Questions and Answers:

Questions and City's answers from the Mandatory Pre-Bid Meeting held on September 15, 2022 at 2:00 PM:

Line Number	Submitted Question	City's Response
1	Is the City installing the bypass?	Yes
2	Where is the bypass located?	The bypass is located on the down stream side of the proposed work area. As noted above, the City will install the bypass.
3	Is the chain link fence behind the force main removable? If so, who is responsible for the cost of removal?	Yes, the chain link fence behind the force main may be removed by the Awarded Bidder. Awarded Bidder shall be responsible for the cost, and shall include the cost in their Bid Price offered in their Bid Submission.
4	Can the straps already in place be reused?	Yes, the straps already in place may be reused if they fit (the City believes that they will fit since it is the same size pipe being installed; however, care should be taken in regard to condition of existing straps).
5	What if the required material for this Project takes a year to deliver?	As noted on page 11 of the Bid Packet, if the Awarded Bidder chooses to invoice via 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. Bidders are reminded that they may propose alternate Construction/Project Dates in the Delivery Section (3-2) of the Bid Packet. Bidders may use this space to communicate their proposed timeline and any additional notes regarding delivery/timeline that they wish to submit for the City's review. Alternate or extended delivery dates may be considered when in the best interest of the City. Bidders shall note that conditional Bids will not be accepted.
6	Do the concrete blocks (support) under the force main need to be replaced as part of this Project?	No. The Awarded Bidder shall reuse the concrete blocks already in place.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
7	Would the City consider an alternate epoxy liner?	Bidders shall supply all material, as specified. The City will not accept an alternate epoxy liner; specifications are in accordance with the City of Bentonville Water and Sewer Specifications.
8	Can the Awarded Bidder approach the worksite/force main from the backside?	No. The property behind the fence contains residential housing and bike trails. Awarded Bidder will not be able to approach the worksite from this direction.
9	How far up the hill (behind the force main and fence) will be accessible during completion of the Project?	There is not a measured response to this question; access will be available up to the drop of the hill.
10	Due to supply chain issues with 20' steeps, is it possible to use 18' steeps (shorter lead-time)?	No, 20' steeps will need to be used as specified (the City does not want numerous connections/sleeves).

[End of Addendum Number 1]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

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

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	IFB-22-85	**Solicitation Title:**	24 Inch Force Main Replacement
RFI RESPONSE NUMBER	1	**Date of Issuance:**	September 15, 2022

TO: Prospective Bidders

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Bid Submission.

Clarification:

1.0 The purpose of this RFI Response Number 1 is to clarify that there are no Liquidated Damages for IFB-22-85.

1.1 The City reminds Bidders that Section 3-2 (Delivery) contains Required Response Fields, and specifies the City's requested Construction/Project Dates. Bidders shall state the specified work beginning and work completion dates in this section of their Bid Submission. In the event that Bidders choose to propose alternate dates, those dates must be included in the Bid Submission for the City's consideration, in accordance with this Delivery section.

[End of RFI Response 1]

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

SECTION 5: BID 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. 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

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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

BID FORM

Line Item	Quantity/Unit of Measure	Description	Price
1	LS	**24 Inch Force Main Replacement, As Specified**	$ 112,776.00
TOTAL BID PRICE (Stated in words)		One Hundred Twelve Thousand Seven Hundred Seventy Six + no/00	
TOTAL BID PRICE (Stated in figures)		$ 112,776.00	

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: 9-28-22

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

Full names of all partners (required if Company is a partnership): Jake Davison, Bobby Ennes

Arkansas State Contractor's License Number (REQUIRED): 0163090423

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

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.

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.

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 responsible 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

APPENDIX A

SUBCONTRACTOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)

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

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]

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

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.
Nabholz Crane	NA	Crane Service	No
Raines Tree Care	NA	tree trimming	No

APPENDIX B

NON-COLLUSION AFFIDAVIT
(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

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: 28th **day of** September **, 20**22

Notary Public: Stacy Hall **My commission expires:** 09/22/24

STACY HALL
Notary Public, Notary Seal
State of Missouri
Barry County
Commission # 16667614
My Commission Expires 09-22-2024

APPENDIX C

BIDDER QUALIFICATIONS (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

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
Chris Earl Vaughn Lift Station	479 696-0273	Discharge lines valves & valve vault replacement	August 2022
Steve Davis Battlefield Metering Vault	479-925-7655	Built new Metering Station	Dec 2021-June 2022
Jim Quam Mckee Pump Replacement	479-549-7584	Pump & piping upgrades	Jan 2021 - Jan 2022

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

APPENDIX D

CONTRACTOR/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: Seven Valleys Concrete

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

APPENDIX E

SPECIFICATIONS
(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

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) and the work site, 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.		
3	The awarded Bidder shall execute the Contract and provide Performance and Payment Bonds as specified upon return of the signed Contract.		
4	Bidder is licensed contractor in the State of Arkansas, and is qualified and capable of performing the work, AS SPECIFIED in this IFB document and all attached Appendixes.		
5	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).		
6	The awarded Bidder shall coordinate progress meetings with the City's designated contact(s) to review progress and details while services are being performed.		
7	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.		
8	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.		

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	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.	✓	

10. MANDATORY PRE-BID MEETING ATTENDANCE (REQUIRED RESPONSE)

Indicate below if Bidder attended the Mandatory Pre-Bid Meeting for this Invitation for Bid.

✓ Yes, attended the Pre-Bid Meeting

___No, did not attend the Pre-Bid Meeting *(!!Pre-Bid attendance is mandatory to be eligible to submit a Bid!!)*

11. 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 100% completion of the work as approved by the City.

✓ 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 one (1) year(s) upon 100% completion of the work as approved by the City.

✓ Agree (As Specified) ___Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning:____

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

APPENDIX F

SCOPE OF WORK AND DRAWINGS (SPECIFICATIONS DOCUMENT)

Water Resource Recovery Facility

1901 NE A Street

Bentonville, AR 72712

Bid Exhibit for:

24" Force Main Replacement at Water Resource Recovery Facility

Revision-1

July 07, 2022

The City of Bentonville Contribution:

- Prior to removal of the existing force main, a bypass pipe will be installed and flow diverted directly into the Grit Chamber to allow 110 linear foot section of pipe to be replaced.
- After the new force main is installed, the owner will divert flow back through the Influent Building and remove temporary bypass pipe to the Grit Chamber.
- Tree trimmings may be disposed of on-site at the city's compost facility.

Scope of Work:

- Job site located at 1901 NE "A" Street Bentonville, Arkansas 72712
- Approximately 110' of 24" Ductile Iron Sewer Pipe will need disassembled and removed from the flanged tee on the south, to the 22.5 degree fitting on the north. The fittings will not need replaced, only the straight ductile iron pipe between.
- The existing concrete support pedestals are in good condition and will be used to support the new pipe.
- Once the new Epoxy lined Class 50 Ductile Iron Pipe is installed and attached on both ends, the new force main will need secured to the six concrete pedestals with new stainless steel pipe straps and anchors.
- When attaching the new flanged pipe to the existing flanged tee, a 24" mechanical joint solid sleeve will be used to allow flexibility for installation. The solid sleeve will be attached between the first two concrete pedestals on the south end of the pipe. The 20' flanged piece of 24" pipe will have to be cut to allow solid sleeve installation.
- All hardware used to secure pipe will be replaced and must be stainless steel.
- The contractor will be responsible for clean-up and disposal of all removed material.

Work Requirements:

- Access to working area is limited due to elevation change and surrounding structures.
- All nuts and bolts must be coated with anti-seize
- Contractor shall provide their own personal protective equipment.
- Once materials are in hand, the contractor shall be provided a maximum of 30 days to complete the job.

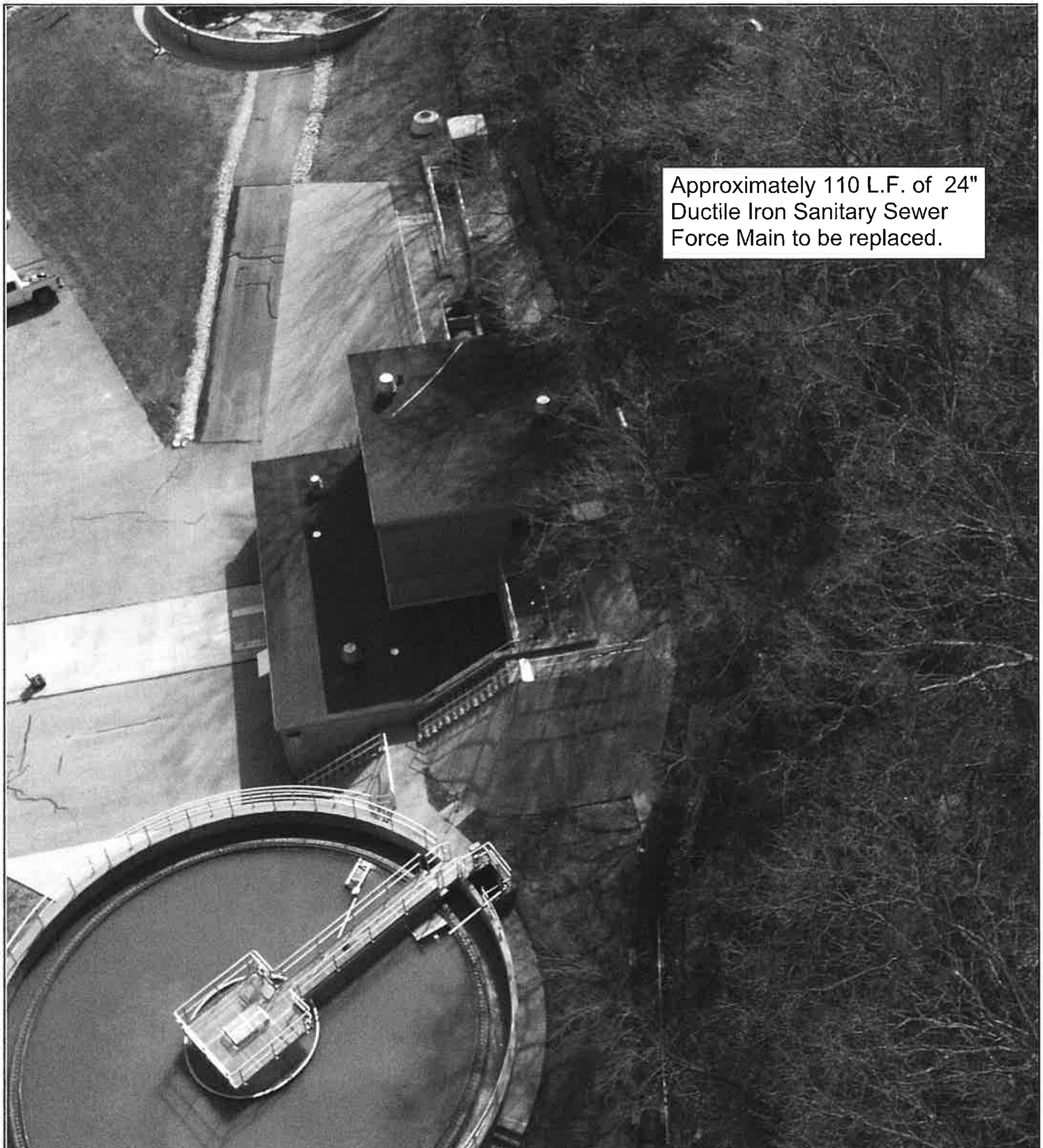
Materials that will need purchased to complete repairs:

- This list is a guide only and may not be all inclusive of all required materials. Contractor is responsible for purchasing all required materials.
- 24" Class 50 Ductile Iron Pipe with epoxy lining per Bentonville Water and Sewer Specifications section 15.3.2.
    - (5) 20' pieces with bell ends
    - (1) 20' piece with flanged end (20-hole bolt pattern to match existing flanged tee)
- (1) Epoxy lined ductile iron mechanical joint solid sleeve.
- (6) 3" wide stainless steel pipe straps.
- 5/8" stainless steel anchors to attach pipe straps to concrete supports.
- Stainless steel hardware for flanged connections.

Vicinity Map

TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022	REVISION: REV-1
DRAWN BY: AW	
CHECKED BY: JI	
SHEET NUMBER:	1 of 7



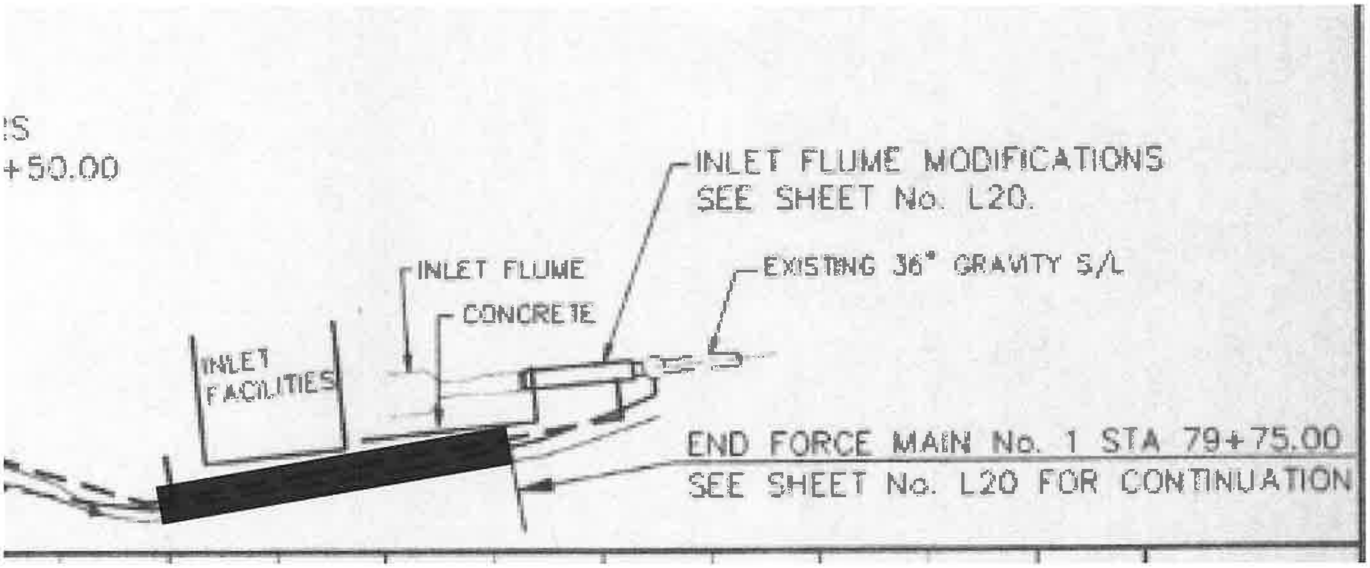
Aerial view of FM to be replaced, looking south.

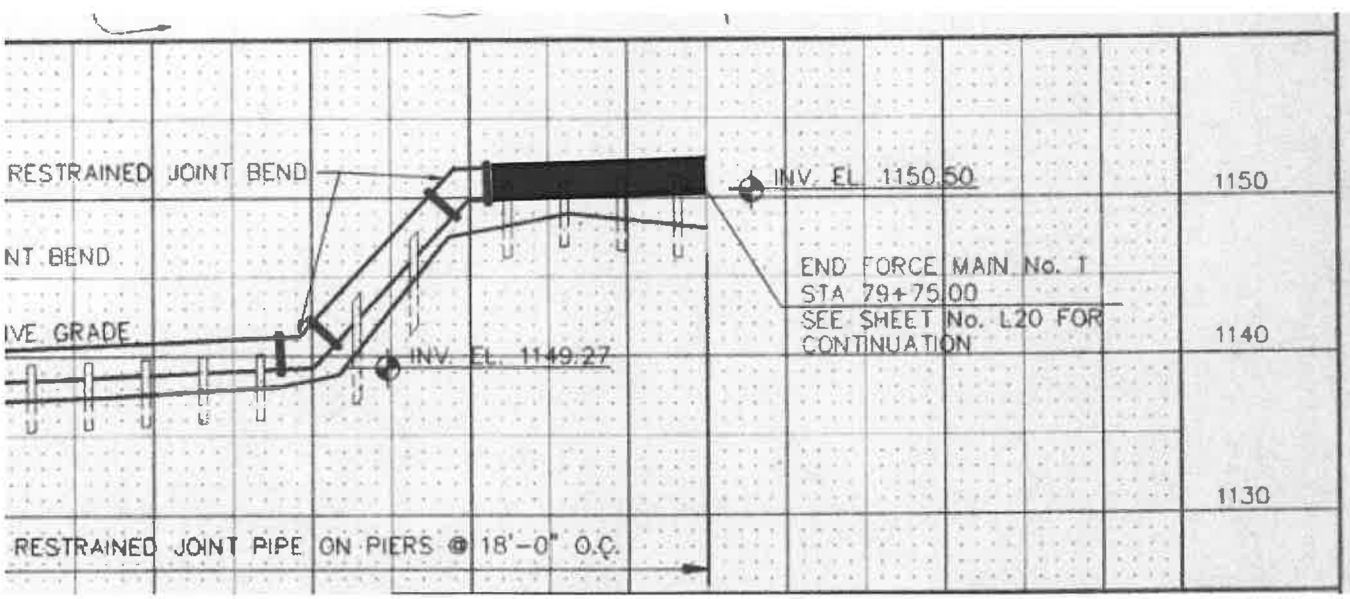
THE CITY OF BENTONVILLE WASTEWATER WATER

TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022	REVISION: REV-1
DRAWN BY: AW	
CHECKED BY: JI	
SHEET NUMBER:	2 of 7

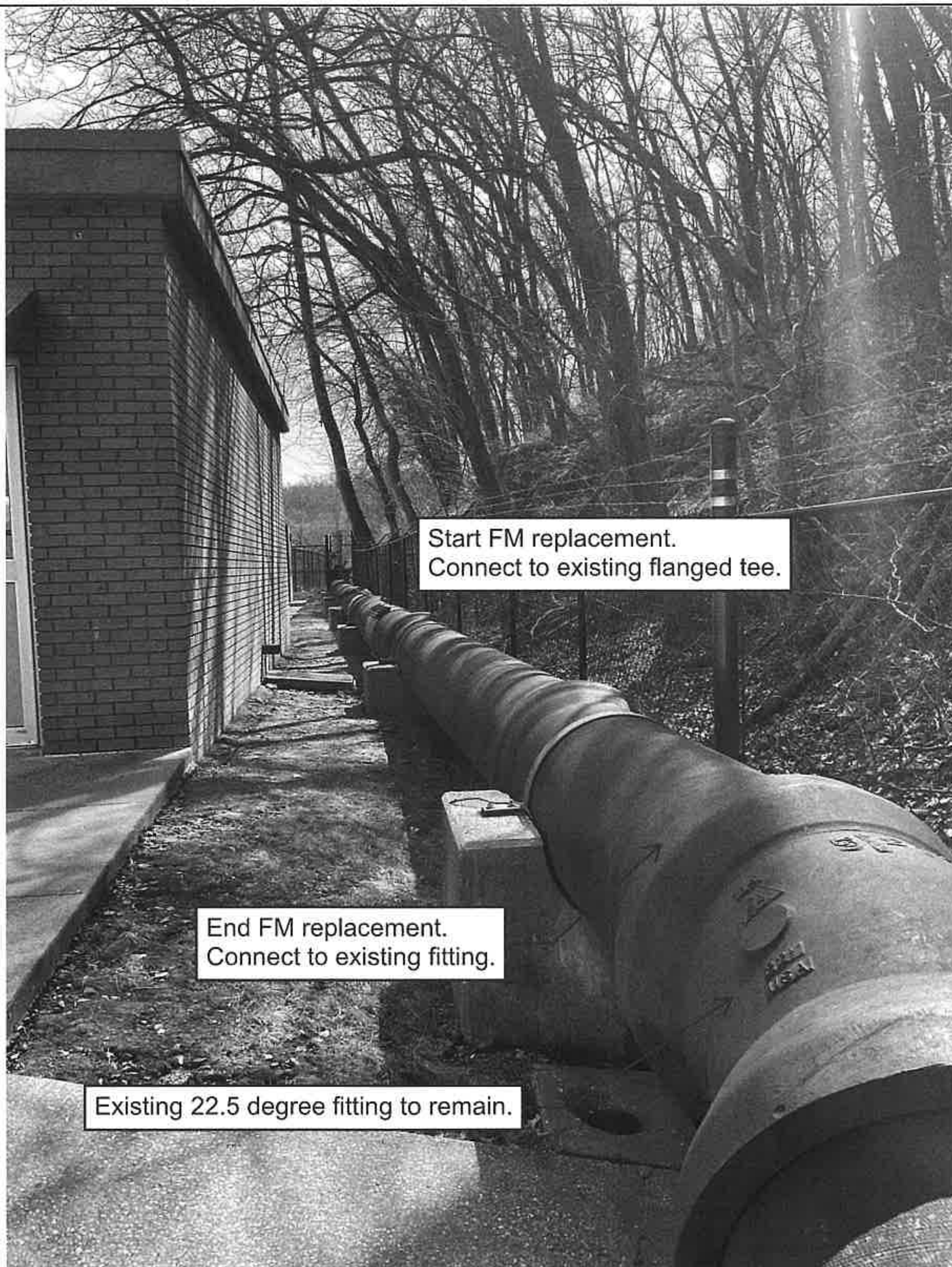
BENTONVILLE WATER DEPARTMENT | 3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712 | PH: (479) 271-3140 | WWW.BENTONVILLEAR.COM





Snapshot of original construction plan and profile.

THE CITY OF BENTONVILLE WASTEWATER WATER	TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT	
	DATE: 07/07/2022	REVISION: REV-1
	DRAWN BY: AW	
	CHECKED BY: JI	
	SHEET NUMBER:	3 of 7

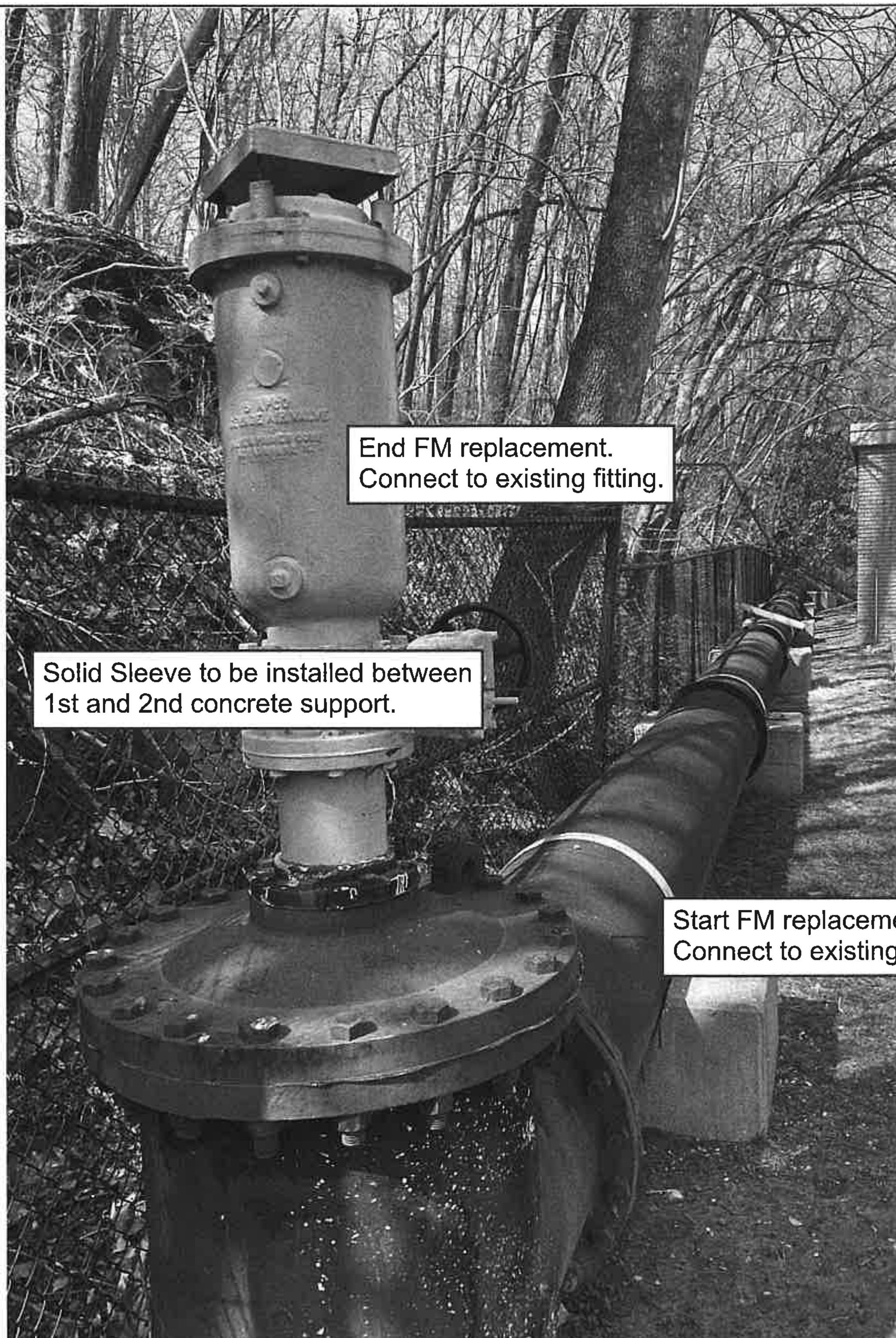


Ground view of FM to be replaced, looking south.

THE CITY OF WASTEWATER WATER BENTONVILLE

TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022	REVISION: REV-1
DRAWN BY: AW	
CHECKED BY: JI	
SHEET NUMBER: 4 of 7	

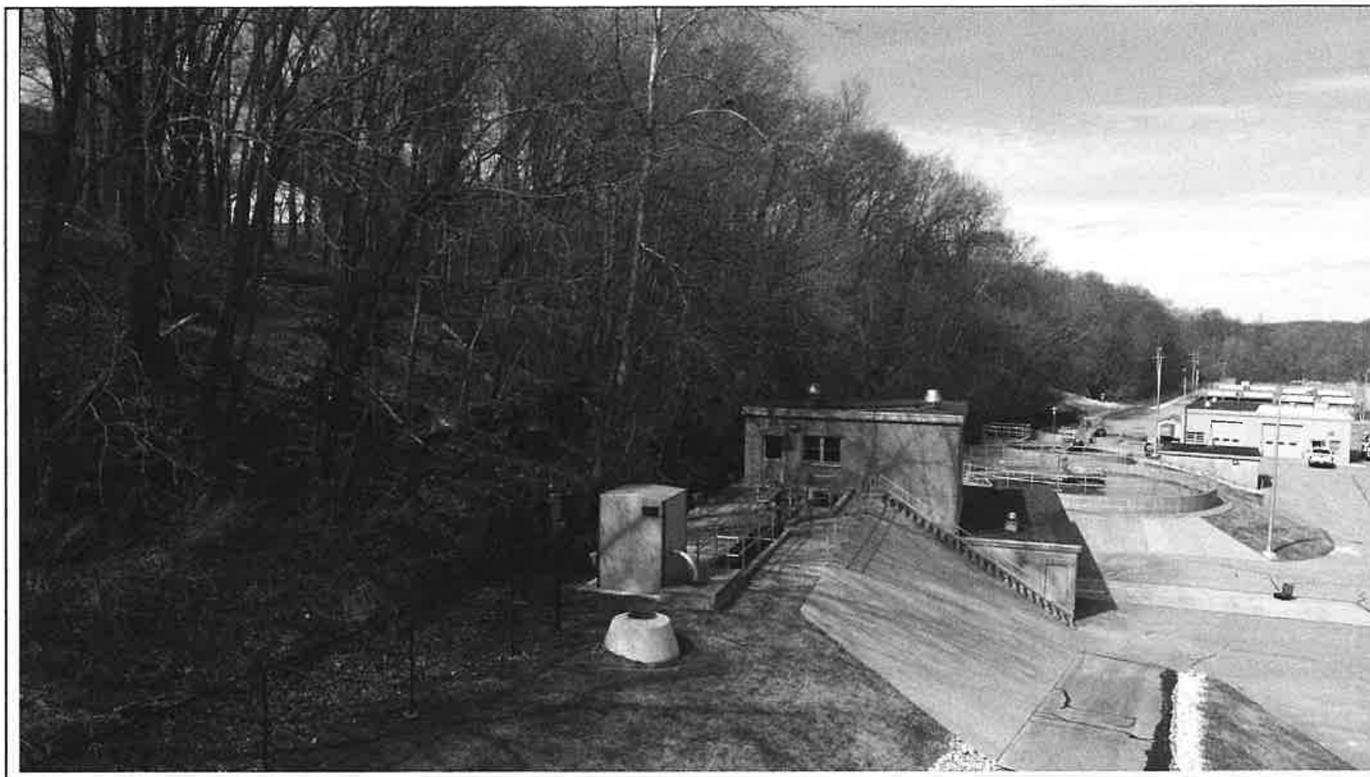


Ground view of FM to be replaced, looking north.

THE CITY OF WASTEWATER WATER BENTONVILLE

TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022	REVISION: REV-1
DRAWN BY: AW	
CHECKED BY: JI	
SHEET NUMBER:	5 of 7

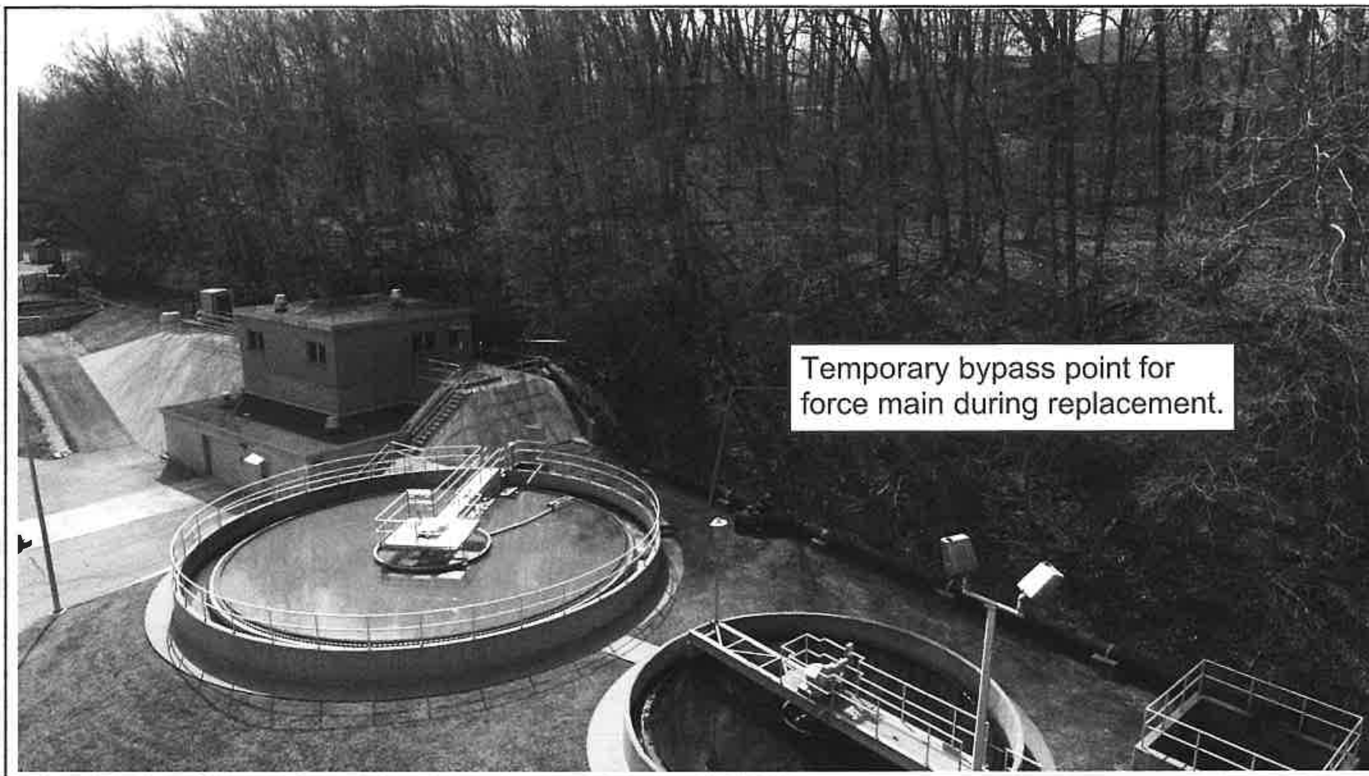


Photos showing site layout.

THE CITY OF WASTEWATER WATER BENTONVILLE

TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022	REVISION: REV-1
DRAWN BY: AW	
CHECKED BY: JI	
SHEET NUMBER:	6 of 7



Photos showing site layout.

TREATMENT PLANT FORCE MAIN REPLACEMENT EXHIBIT

DATE: 07/07/2022	REVISION: REV-1
DRAWN BY: AW	
CHECKED BY: JI	
SHEET NUMBER:	7 of 7

Agenda Item Form

Date of City Council Meeting	**10/18/2022**
Department	**Inventory Control**
Submitted by	**Travis Matlock**
Phone	**479 271-3145**

Item Type: (*Check All That Apply)*

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

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

Ordinance waiving the requirements for competitive bidding and entering into an agreement with Techline for 3ph transformers in the amount of $604,310.00 plus applicable taxes.

Estimated Cost	**604,310**
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: **OCTOBER 18, 2022**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **3PH TRANSFORMERS**

The City of Bentonville recommends waiving the requirements for competitive bidding and enter into an agreement with Techline Company to purchase 3ph transformers in the amount of $604,310.00 plus applicable taxes.

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

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

City of Bentonville Electric Utilities Department
Three Phase Pad-Mount Distribution Transformers
Bid Form

Line Item Number	BEUD Inventory Part Number	KVA	Voltage	QTY	Price Each - Techline	Lead Time (Weeks)	Price Each - Irby	Lead Time (Weeks)	Techline ext.
1	2044	75	120/208	5	$12,640.00	65-72	$16,652.00	84-86	$63,200.00
2	2011	150	120/208	5	$15,802.00	65-72	$19,958.00	84-86	$79,010.00
3	2019	225	120/208	5	$18,705.00	65-72	$23,032.00	84-86	$93,525.00
4	2030	300	120/208	5	$21,649.00	65-72	$26,212.00	84-86	$108,245.00
5	2038	500	120/208	5	$26,800.00	65-72	$34,999.00	84-86	$134,000.00
6	2039	500	277/480	3	$29,905.00	65-72	$30,082.00	84-86	$89,715.00
7	2013	1500	277/480	1	$36,615.00	65-72	$60,065.00	84-86	$36,615.00
								total:	$604,310.00

Bid Submitted By:____

DEVIATIONS FROM SPECIFICATIONS

Bidder must itemize all deviations taken to the specifications. If no exceptions are listed, the bid will be considered to be in strict accordance with the specifications.

Paragraph Number	Specification Requirement		Proposed Deviation and Justification

Bid Submitted By:____

Agenda Item Form

Date of City Council Meeting	**10/18/2022 Utility Board, 10/25/2022 City Council**
Department	**Water Utilities**
Submitted by	**Mike Bender**
Phone	**(479) 271-6873, (479) 271-3140**

Item Type: (*Check Applicable Item Type)*

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

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

Informational - Hawkins-Weir presentation on Wastewater Capacity Feasibility Analysis.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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