



City of Bentonville  
Bentonville Utility Board Meeting  
Tuesday, May 16<sup>th</sup> – 11:30 am  
Bentonville City Hall 305 SW “A” St.  
City Council Chambers

## **AGENDA**

Call to Order  
Pledge of Allegiance  
Attendance  
Approval of Minutes: April 18<sup>th</sup>, 2023

### **New Business**

1. Informational – Update on manhole repair – Mike Bender, PE (pages 2-3)
2. Resolution – SPMR – Utility Billing Software – Gary Wilson (pages 4-11)
3. Ordinance/Bid Waiver – 3-Phase Transformer - Travis Matlock, PE (pages 12-14)
4. Ordinance/Budget Adjustment – RAS Pump Replacement – Chris Earl (pages 15-22)
5. Ordinance/Bid Waiver – Mission Communications – Chris Earl (pages 23-32)
6. Resolution – Polymer Bid Award – Chris Earl (pages 33-35)
7. Resolution – Denali Water Solutions, Inc. – Chris Earl (pages 36-77)
8. Adjournment

# Memo



**To:** City Council, Mayor Orman

**From:** Mike Bender

**CC:**

**Date:** May 9, 2023

**Re:** Emergency Replacement of Manhole 405-1901

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This memo covers multiple agenda items listed below.

Ordinance waiving the requirement of competitive bidding and declaring an emergency for Crossland Heavy Contractors, Inc. to assist in emergency replacement of sanitary sewer Manhole 405-1901 located northwest of the intersection of North Water Tower Road and SE 14th Street in the amount of \$141,071.05, and approval of a Budget Adjustment to cover the full cost. Due to immediate emergency nature, it was neither practical nor feasible to competitively bid. In addition, due to the extreme depth and critical location, the requirements of the repair exceeded the capabilities of the City.

Ordinance waiving the requirement of competitive bidding and declaring an emergency for Rain for Rent to install, operate and monitor two sanitary sewer bypass installations to accommodate emergency replacement of sanitary sewer Manhole 405-1901 located northwest of the intersection of North Water Tower Road and SE 14th Street in the amount of \$156,346.61, and approval of a Budget Adjustment to cover the full cost. Due to immediate emergency nature, it was neither practical nor feasible to competitively bid. In addition, due to the extreme depth and critical location, the requirements of the repair exceeded the capabilities of the City.

On the evening of Friday, March 3, Sewer Rehab responded to reports of an overflow at a manhole in Meadowbrook Subdivision located east of Water Tower Road. After field investigation, crews discovered that a blockage in the line downstream of Manhole 405-1901 was the cause of the overflow. Crews were unable to clear the blockage and set up a bypass pump

## Memorandum

To: City Council  
From: Gary Wilson  
CC: Mayor Orman

The Utility Billing Department is requesting approval to transition from our legacy manual reading system to the Smart Phone Meter Reading (SPMR) system.

Our current system for manually reading meters that are not in the AMI system is obsolete. The hardware has not been manufactured for a number of years and stocks of parts to repair the current equipment is depleted. In many cases devices are cannibalized to obtain parts. Our current vendor has offered their next generation meter reading system, SPMR, to replace our system.

Highlights of the new system include:

- Hardware is based on Android cell phones
- Readings are stored in the cloud
- Ability to GPS each reading
- Ability to photograph readings
- System will use the same file formats to interface with billing system
- We can increase or decrease devices as needed
- Easy transition
- Less expensive than current system



## Agenda Item Form

|                              |                 |
|------------------------------|-----------------|
| Date of City Council Meeting | 5/23/2023       |
| Department                   | Utility Billing |
| Submitted by                 | Gary Wilson     |
| Phone                        | (479) 271-3104  |

|                                                                                                                                                                                                               |                                       |                                        |                                    |                                                |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                       |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                    | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                        |                                       |                                        |                                    |                                                |                                    |
| Resolution authorizing City Clerk to enter into an agreement with SPMR, LLC to replace our legacy manual meter reading system, with the next generation solution using Andriod cell phones and cloud storage. |                                       |                                        |                                    |                                                |                                    |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$28,934                                                            |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |



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No budget adjustment is required. The phones will be purchased using funds budgeted for an AMI system device not required. Data plan costs are already budgeted. The costs for the SPMR system is below the budgeted cost for the current legacy system and we are receiving credit for the costs already paid for the current system.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT TO PURCHASE SMART PHONE METER READING SYSTEM BETWEEN THE CITY OF BENTONVILLE AND SPMR, LLC; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Utility Billing Department's current legacy manual meter reading devices and systems are obsolete;

**WHEREAS**, Smart Phone Meter Reading (SPMR) is the next generation replacement for the City's current manual meter reading system and devices; and

**WHEREAS**, this service is available from our current vendor with seamless integration with the billing system.

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

**Section 1:** That the Mayor and Clerk be and are hereby authorized to enter into an add-on agreement with SPMR, LLC to provide for meter reading software and hosting services for the Utility Billing Department.

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kirby Romines, City Clerk**



## Subscription Quote for:

**Bentonville AR**

**04/26/23**

Valid 60 Days

| Description - <b>Recurring Fees</b>                   | Effective Rate per Month | Qty | Cost Extended Annual Pre-Pay |
|-------------------------------------------------------|--------------------------|-----|------------------------------|
| SPMR SmartPhone: License, Support SmartPhones         | \$ 169.00                | 8   | \$ 16,224.00                 |
| SPMR SmartPhone: Data Hosting per SmartPhone*         | \$ 69.00                 | 8   | \$ 6,624.00                  |
| SPMR Web: License, Support per Web Seat (1st Seat)    | \$ 299.00                | 1   | \$ 3,588.00                  |
| SPMR Web: License, Support per Web Seat (Add'l Seats) | \$ 169.00                |     | \$ -                         |
| Total**                                               |                          |     | \$ 26,436.00                 |

| Other User Fees and <b>One-Time</b> Service Fees              | Price       | Qty | Cost        |
|---------------------------------------------------------------|-------------|-----|-------------|
| Setup - Web Server, Web Seat(s), Phone(s), Users (List \$899) | \$ 899.00   | 1   | \$ 899.00   |
| Training - SPMR Web, SPMR SmartPhone (List \$1,599)           | \$ 1,599.00 | 1   | \$ 1,599.00 |

\*Data Hosting assumes 1 Photo per 4 Meters; Unlimited Photos is Additional \$20 per device/month, List

\*\*RouteSTAR Pre-Payment of \$31,559.66 for September 2022 thru August 2023

\*\*Monthly Credit Available in the Amount of \$2,629.97

\*\*So a Conversion to SPMR on May 1 (for example) Would Include a Credit of \$10,519.88.

## SPMR SUBSCRIPTION AGREEMENT

This SPMR Subscription Agreement ("Agreement") is made by and between SPMR, L.L.C., a Texas limited liability corporation, located at 811 E Plano Parkway, Suite 110A, Plano, Texas 75074 ("SPMR"), and Bentonville AR doing business at 1000 SW 14<sup>th</sup>, Bentonville, AR 72712 ("Subscriber").

### RECITALS

- A. WHEREAS SPMR licenses, in object form only, proprietary computer software ("Software") as an application for smart phones, or similar devices, to record utility meter data and to communicate such data to its remote server ("Application");
- B. WHEREAS SPMR hosts the utility meter data on its remote server for retrieval by Subscriber ("Hosting") and collectively, the Application, Hosting and any other services such as training or set-up shall constitute "Services"; and
- C. WHEREAS Subscriber desires to use the Services;

IN CONSIDERATION of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1 - GENERAL TERMS

- 1. ENTIRE AGREEMENT. It is agreed that this Agreement and any EXHIBIT(S) attached hereto and made a part hereby embody the entire agreement of the parties in relation to the subject matter hereunder, and that there is no other oral or written agreement or understanding between the parties at the time of execution pertaining to the subject matter of this Agreement. This Agreement shall not be modified except by the written agreement of all parties hereto.
- 2. GOVERNING LAW AND CHOICE OF VENUE. This agreement shall be construed, interpreted and enforced under the laws and statutes of the State of Texas without regard for any of said state's conflicts of law provisions. Any legal actions relating to this Agreement shall be brought in either a state court in Collin County, Texas or in a Federal court in the Northern District of Texas, Dallas Division.
- 3. TAXES. Subscriber shall pay all taxes arising out of this Agreement, except for taxes levied upon the net income of SPMR. Subscriber agrees to provide an exemption certificate with this contract if Subscriber is an exempt organization for state sales and use tax purposes.

### ARTICLE 2 – PAYMENTS

- 1. APPLICATION AND OTHER SERVICES. Subscriber shall pay SPMR for the fees described in EXHIBIT 1 for the Services. Payment shall be made as follows:
  - A. Subscriber shall have access to Services when Services are activated ("Activation Date"). The initial payment of service fees shall be made within ten (10) business days of the Activation Date and if the Activation Date is not on the first day of the month, a prorated fee shall be included in the initial payment of service fees for Services provided from the Activation Date through the last day of that month. Subsequent payments shall be for an entire annual period ("Subscription Year") and shall be made on each subsequent anniversary of the start of each Subscription Year invoiced until the Agreement is terminated.
  - B. Subscriber shall pay SPMR for any support or training at SPMR's quoted price no later than thirty (30) days after the invoice date.
  - C. SPMR ongoing fees are subject to change on the first and subsequent anniversaries of the Activation Date in the amount of ten (10) percent.
  - D. Any invoice amounts payable hereunder that remain unpaid after their due date shall be subject to a late fee.
- 2. Subscriber's rights to use the Application or Hosting are expressly conditioned on the timely prepayment of the fees described in EXHIBIT 1 and Subscriber's rights to use the Application and Hosting will terminate effective the date any prepayment was due if not paid.

### ARTICLE 3 – SOFTWARE

- 1. SPMR SOFTWARE LICENSE GRANT. SPMR hereby grants to Subscriber a nontransferable and nonexclusive license for the use and possession of the SPMR Software in object code form only. Said license is granted under the terms and conditions set forth herein.
- 2. Subscriber agrees that SPMR retains ownership rights to the Software, and that Subscriber acquires no title to the Software, nor any other interest in the Software, other than the right to use and possess the Software in accordance with the terms and conditions of this Agreement. All rights not explicitly granted to Subscriber are retained by SPMR.
- 3. Subscriber may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Application or any part thereof.
- 4. Subscriber agrees that it shall not attempt to or actually sell, give, lend, lease, convey, transfer, license, sublease, provide, or in any other manner transfer any of its rights in the Software, whether or not modified. Subscriber shall obtain SPMR's written permission before allowing any non-subscriber employee, contractor or third-party any access to the Software or Application.

#### ARTICLE 4 – SERVICES

1. SPMR shall provide Subscriber with the Services described on the attached EXHIBIT(S).
2. Services include those specifically described on the attached EXHIBIT(S) and Subscriber agrees that any services not described such as supplemental training or consulting and any related travel and living expenses are not included and Subscriber agrees to pay such charges and expenses within thirty (30) days of SPMR's invoice.

#### ARTICLE 5 - WARRANTIES

1. SPMR warrants that the Software shall operate substantially in accordance with the on-line User Manual. The exclusive remedy for any valid warranty claim shall be the provision of conforming software.
2. DISCLAIMER OF WARRANTY AND LIMITATIONS OF REMEDIES. TO THE EXTENT ALLOWED BY LAW, SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS:
  - A. THE EXPRESS WARRANTIES AS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY SPMR.
  - B. SPMR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SOFTWARE, SERVICES OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT.
  - C. SPMR DOES NOT WARRANT THE OPERATION OF SOFTWARE OR SERVICES TO BE ERROR FREE.
  - D. SPMR DOES NOT WARRANT THE EFFICIENCY, PROPAGATION OR THE PROVISION OF CELLULAR SERVICES.
  - E. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR SPMR'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE SOFTWARE OR SERVICES COVERED BY THIS AGREEMENT OR ANY PERFORMANCE BY SPMR UNDER OR PURSUANT TO THIS AGREEMENT, WILL BE LIMITED TO THE REMEDIES SET FORTH IN THIS ARTICLE AND IN NO EVENT SHALL EXCEED THE AGGREGATE CONSIDERATION PAID BY SUBSCRIBER IN THE MOST RECENT TWELVE MONTHS FOR THE SERVICES.
  - F. IN NO EVENT SHALL SPMR'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SPMR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

#### ARTICLE 6 – TERM AND TERMINATION

1. This Agreement shall automatically renew for an additional Subscription Year unless Subscriber provides SPMR with written notice of termination at least sixty (60) days prior to the beginning of the upcoming Subscription Year.
2. If Subscriber defaults on any obligation in accordance with the terms and conditions of this Agreement and SPMR notifies Subscriber in writing of the details of said failure of performance, then SPMR may, at its option, terminate this Agreement without notice to Subscriber.
3. In the event either party terminates this Agreement or the license of Software, or should Subscriber fail to timely make any payment for the services, all licenses granted under this Agreement shall be terminated, and Subscriber shall, immediately, on the termination date, erase the Software in whatever form retained, and return or destroy any copies of Software documentation. Subscriber shall certify in writing to SPMR that Subscriber has so returned and/or destroyed the Software and SPMR Documentation.

**SPMR, L.L.C.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BENTONVILLE, AR**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit 1 – SPMR Services Schedule

| Description - <b>Recurring Fees</b>                                                                    | Effective Rate<br>per Month | Qty     | Cost Extended<br>Annual Pre-Pay |
|--------------------------------------------------------------------------------------------------------|-----------------------------|---------|---------------------------------|
| SPMR SmartPhone: License, Support SmartPhones                                                          | \$ 169.00                   | 8       | \$ 16,224.00                    |
| SPMR SmartPhone: Data Hosting per SmartPhone*                                                          | \$ 69.00                    | 8       | \$ 6,624.00                     |
| SPMR Web: License, Support per Web Seat (1st Seat)                                                     | \$ 299.00                   | 1       | \$ 3,588.00                     |
| SPMR Web: License, Support per Web Seat (Add'l Seats)                                                  | \$ 169.00                   |         | \$ -                            |
|                                                                                                        |                             |         |                                 |
|                                                                                                        |                             | Total** | \$ 26,436.00                    |
|                                                                                                        |                             |         |                                 |
| Other User Fees and <b>One-Time</b> Service Fees                                                       | Price                       | Qty     | Cost                            |
| Setup - Web Server, Web Seat(s), Phone(s), Users (List \$899)                                          | \$ 899.00                   | 1       | \$ 899.00                       |
| Training - SPMR Web, SPMR SmartPhone (List \$1,599)                                                    | \$ 1,599.00                 | 1       | \$ 1,599.00                     |
|                                                                                                        |                             |         |                                 |
| *Data Hosting assumes 1 Photo per 4 Meters; Unlimited Photos is Additional \$20 per device/month, List |                             |         |                                 |

installation at the referenced manhole including overnight monitoring to maintain sewer flow within the system through the night until crews could perform a more thorough inspection during daylight on Saturday. Upon inspection Saturday, crews found that the north wall of the referenced manhole had collapsed sending debris into the line. In addition, there was a large void hidden underground on the north side of the manhole along with a failed storm sewer pipe that drains the detention pond for the Northwest Arkansas Community College. Staff reached out to several contractors with Crossland Heavy Contractors, Inc. responding with representatives on site Saturday morning. Rain for Rent also responded Saturday morning to inspect the conditions and mobilized on Sunday with two full bypass installations, including crossing Water Tower Road and drive to NWACC, operational by late afternoon Sunday. Crossland Heavy mobilized with equipment and labor early Monday morning. The depth of the manhole at 27 feet along with numerous large utility facilities including overhead electric added to the complexity of the repair. The manhole was completed and put back in service and bypass operations removed late Thursday, March 30<sup>th</sup>. City crews completed final backfill and site restoration.

With the initial mobilization, the City signed an emergency contract with Crossland Heavy for labor and materials plus 10%. We also signed an emergency contract with Rain for Rent to mobilize; however, the obligations and time frame of the project changed; thus, we replaced the original with the contract included in this agenda which reflects the actual work performed.

These items have not been reviewed by the Utility Board as the final costs were not received until after the submittal deadline for the May 2 meeting and the May 2 Utility Board meeting being cancelled due to no agenda items received by said deadline; however, staff informed the Utility Board of the situation at its March 7<sup>th</sup> meeting and followed up with a presentation to the Utility Board at their March 21 meeting illustrating the situation. Since the work has been completed and the Utility Board has been made aware of the situation, I did not feel that the budget adjustments associated with the project needed to be delayed any longer than necessary. Staff will present the final costs of the event to the Utility Board for their information.

Total cost for the repair, including estimated taxes, is \$297,417.66. City crews performed a lot of work associated with this repair to keep the cost as low as possible.

Attached are a few photos from the failure and repair.

Thank you for your consideration of this request.



## Agenda Item Form

|                              |                   |
|------------------------------|-------------------|
| Date of City Council Meeting | 5/23/2023         |
| Department                   | Inventory Control |
| Submitted by                 | Travis Matlock    |
| Phone                        | 479 271-3145      |

|                                                                                                                                                                                                                                                                                                                                      |                                       |                                        |                                               |                                     |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                                                                             |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                        |                                       |                                        |                                               |                                     |                                    |
| Ordinance waiving the requirements for competitive bidding and entering into an agreement with AECl to purchase 3 phase transformers for \$475,915.00 plus applicable taxes. Because of market volatility and lead times related to these products, it would be neither practical nor feasible to advertise for competitive bidding. |                                       |                                        |                                               |                                     |                                    |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | 475,915                                                             |
| Is this Item Budgeted?                                                                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
|                                                                                         |                                                                     |



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# MEMORANDUM

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**DATE:** 5/23/23

**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 Arkansas Electric to purchase various 3-phase transformers in the amount of \$475,915.00 plus applicable taxes. These transformers will be used replaced stock.





## Agenda Item Form

|                                              |                                         |
|----------------------------------------------|-----------------------------------------|
| Date of Utility Board & City Council Meeting | UB 5/16/2023 and City Council 5/23/2023 |
| Department                                   | Water Resource Recovery Facility        |
| Submitted by                                 | Chris Earl                              |
| Phone                                        | 479-696-0273                            |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |                                        |                                               |                                     |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                                        |                                               |                                     |                                    |
| <input checked="" type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                                        |                                               |                                     |                                    |
| Staff requests Utility Board and City Council Members approve a motion to accept a Budget Adjustment and waive competitive bidding to purchase (4) replacement RAS pumps from Jack Tyler Engineering Inc, in the amount of \$95,206.20. The current pumps in use have been in service for 39 years. They have been overhauled and repaired numerous times during that period. Life expectancy for RAS pumps is estimated at 10-15 years which we've far exceeded. The required number of repairs have accelerated over the past few years. The age of the equipment is becoming challenging for repair shops to identify and locate replacement parts. Additionally, the old equipment has declined in efficiency and starting to affect our ability to consistently return an accurate amount of Return Activated Sludge (RAS). The four pumps we are proposing to be replaced are a critical aspect of our treatment process. They are responsible for returning all of the activated sludge, or the microorganisms we use to treat, back to the start of the plant which is continually introduced to new incoming wastewater. While managing our microorganism population, the ability to give a consistent and stable environment is absolutely paramount for us. Due to Jack Tyler Engineering, Inc. being the sole source distributor for Flygt in Arkansas, it is not practical or feasible to solicit competitive bidding. This was not a budgeted item; staff is requesting to move funds from capital-vehicles account 47420 into the capital-machinery and equipment account 47410 due to a previously budgeted vacuum trailer no longer being necessary. A budget adjustment is needed to move the funds. |                                       |                                        |                                               |                                     |                                    |

|                                                                                                                                                                                                                                                      |                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                                                                                                                                                                                       | 98,506.20                                                           |
| Is this Item Budgeted?                                                                                                                                                                                                                               | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below):                                                                                                                                                                      |                                                                     |
| Adjust the Budget to move \$98,506.20 from the capital-vehicles account #47420 (previously budgeted for a vacuum trailer in 2023), into capital-machinery & equipment account #47410, due to departmental needs adjusting and costs exceeding value. |                                                                     |





## Budget Adjustment Request

|                              |                                           |
|------------------------------|-------------------------------------------|
| Date of City Council Meeting | Utility Board 5/16/2023 Council 5/23/2023 |
| Department                   | WRRF                                      |
| Submitted by                 | Chris Earl                                |
| Phone                        | 479-696-0273                              |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose of Budget Adjustment</b> <i>(Enter purpose in space below):</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Budget Adjustment to move \$350,000.00 from 47420- Capital Vehicles (previously budgeted for a vacuum trailer in 2023) to 47410-Machinery and Equipment to cover Bertrem Products, Inc. Mission Radio upgrade (\$147, 173.16) and Flygt RAS Pump Replacement (\$98,506.20). The budgeted vacuum trailer has quickly grown in cost far beyond the amount budgeted originally (\$350k), and the need has diminished with the purchase of additional vacoon utility trucks in the Sewer Rehab Department. Staff has analyzed the needs of the Department carefully and determined the need for the new RAS pumps and Mission Radio Upgrade far exceed the need for a new vacuum trailer. The \$104,320.64 balance will be returned to Utility Fund Reserves. |

| General Ledger Account Information* |        |                            |                 |                 |
|-------------------------------------|--------|----------------------------|-----------------|-----------------|
| Org (Department)                    | Object | Account Description        | Revenue + ( - ) | Expense + ( - ) |
| 503030                              | 47420  | Capital Vehicles           |                 | \$ (350,000.00) |
| 503030                              | 47410  | Machiery and Equipment     |                 | \$ 147,173.16   |
| 503030                              | 47410  | Machiery and Equipment     |                 | \$ 98,506.20    |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        |                            |                 |                 |
|                                     |        | Totals                     | \$ -            | \$ (104,320.64) |
|                                     |        | Net Impact on Fund Balance | \$ 104,320.64   |                 |

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



[www.bentonvillear.com](http://www.bentonvillear.com)

PLEASE RECYCLE



# Memo



To: UB Members, City Council Members, and Mayor Orman  
From: Chris Earl, WRRF Manager  
CC: Mike Bender, Preston Newbill  
Date: UB 5/16/2023; CC 5/23/2023  
RE: Budget Adjustment and Waiver of Bid for (4) Replacement RAS Pumps

.....

Staff requests Utility Board and City Council Members approve a motion to accept a budget adjustment and waiver of bid for (4) replacement RAS pumps. This was not a budgeted item. The current pumps in use have been in service for 39 years. They have been overhauled and repaired numerous times during that period. Life expectancy for RAS pumps is estimated at 10-15 years which we've far exceeded. The required number of repairs have accelerated over the past few years. The age of the equipment is becoming challenging for repair shops to identify and locate replacement parts. Additionally, the old equipment has declined in efficiency and starting to affect our ability to consistently return an accurate amount of Return Activated Sludge (RAS). The four pumps we are proposing to be replaced are a critical aspect of our treatment process. They are responsible for returning all of the activated sludge, or the microorganisms we use to treat, back to the start of the plant which is continually introduced to new incoming wastewater. While managing our microorganism population the ability to give a consistent and stable environment is absolutely paramount for us.

We would like to fund our pump replacement by moving the needed \$98,506.20 from the capital-vehicles account #47420 into capital-machinery & equipment account #47410. The Vacuum Trailer we had desired has quickly grown in cost far beyond the amount budgeted. The need has also diminished with the purchase of additional Vaccon Utility Trucks in the Sewer Rehab department. We have determined our need for the new RAS pumps far exceeds the need for a new Vacuum Trailer.

Thank you for your consideration of this request,

Chris Earl, WRRF Manager

Xylem Inc.  
4828 Parkway Plaza Blvd.  
Charlotte, NC 28217

December 29, 2022

TO: Whom it may concern:

RE Xylem Brand Products

Please be advised that Jack Tyler Engineering, Inc. with offices in Little Rock, Ashdown, and Springdale, AR. is the only authorized Distributor and service Center for **Flygt, MultiTrode, YSI, Godwin, and WEDECO** products manufactured by Xylem Inc. for the State of Arkansas. **Flygt, MultiTrode** and **YSI** only for the following counties in Texas.

Lamar, Red River, Delta, Hopkins, Franklin, Titus, Morris, Cass, Rains, Camp, Wood, Upshur, Marion, Harrison, & Greg.

Their staff is properly trained to provide you with the best possible service available.

Thank you for your interest in Xylem Products, Controls and Services.

Please call if we can be of any further assistance.

Sincerely,

*Chris Stanton*

Chris Stanton  
Channel Account Manager  
Flygt & Flygt AC Products  
chris.stanton@xylem.com



**JACK TYLER  
ENGINEERING  
INCORPORATED**

Jack Tyler Engineering, Inc.

6301 South University Blvd

Little Rock, AR 72209

Office: 501-562-2296

Toll Free: 800-562-2296

Wednesday, April 19, 2023

TO: Bentonville WWTP

**SUBJECT: Flygt 3127 Pump**

ATTN: Joshua Epling  
417-389-7090  
jepling@bentonvillear.com

**BUDGETARY QUOTATION: 04132023MDA Rev 1**

Jack Tyler Engineering, Inc. is pleased to offer the following items for your consideration in the above referenced project. If you wish for us to supply any items not listed below, please inform us as soon as possible. Please continue reading below for our detailed scope of supply. We look forward to working with you.

One (1) Flygt 3127 Pump Only  
P#: 3127.060-0451  
NP426-6 10/460/3 50' FLS FV  
Curve Code 426  
6 inch Discharge  
10 HP, 460 V, 3 Ph Motor  
50 ft Submersible Cable  
FLS Leakage Sensor  
Flush Valve Ready

**Installation Performed by Others.**

**FOB: DESTINATION**

**DELIVERY: 8-10 Weeks, ARO**

**TOTAL PRICE: \$17,061.20**

**Sales Tax of 9.5% included in price.**

**Jack Tyler Engineering, Inc. Terms and Conditions Apply**

THANK YOU FOR REVIEWING OUR OFFERING. ANY ITEMS NOT SPECIFICALLY LISTED ABOVE WILL NOT BE SUPPLIED BY JACK TYLER ENGINEERING UNLESS AGREED UPON BY APPROVED WRITTEN NOTICE.

Respectfully Submitted,

Merak Dyer  
Applications Engineer  
Jack Tyler Engineering, Inc.



# JACK TYLER ENGINEERING, INCORPORATED

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

## STATEMENT OF TERMS AND CONDITIONS

**TERMS/PAYMENTS:** Our terms of payment are net cash 15 days from date of the invoice subject to

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

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

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

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

**RETURNS/REFUNDS:** Items wished to be returned are subject to prior approval and must be accompanied by a Return Merchandise Authorization (RMA). Items returned without proper approval and/or paperwork will be returned to the customer at their expense. Returns past 30 days of initial receipt will not be accepted.

All returned items are subject to a restocking fee. The customer's credit will be equal to the credit Jack Tyler Engineering, Inc. receives from the vendor, minus original freight and freight back to the vendor. Please note that all items must be returned to JTEI, who will return the item to the vendor. Credit will only be issued once JTEI receives credit from the vendor.

### SPECIAL NOTE:

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

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

### WARRANTY:

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

*An electronic copy of the latest version is available online at [www.jteng.com](http://www.jteng.com).*



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Jack Tyler Engineering, Inc.

6301 South University Blvd

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Office: 501-562-2296

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Wednesday, April 19, 2023

TO: Bentonville WWTP

**SUBJECT: Flygt 3127 Pump**

ATTN: Joshua Epling  
417-389-7090  
jepling@bentonvillear.com

**BUDGETARY QUOTATION: 04132023MDB Rev 1**

Jack Tyler Engineering, Inc. is pleased to offer the following items for your consideration in the above referenced project. If you wish for us to supply any items not listed below, please inform us as soon as possible. Please continue reading below for our detailed scope of supply. We look forward to working with you.

One (1) Flygt 3153 Pump Only  
P#: 3153.185-0811  
NP437-6 15/460/3 50' FLS FV  
Curve Code 437  
6 inch Discharge  
15 HP, 460 V, 3 Ph Motor  
50 ft Submersible Cable  
FLS Leakage Sensor  
Flush Valve Ready

**Installation Performed by Others.**

**FOB: DESTINATION**

**DELIVERY: 10-12 Weeks, ARO**

**TOTAL PRICE: \$26,138.75**

**Sales Tax of 9.5% included in price.**

**Jack Tyler Engineering, Inc. Terms and Conditions Apply**

THANK YOU FOR REVIEWING OUR OFFERING. ANY ITEMS NOT SPECIFICALLY LISTED ABOVE WILL NOT BE SUPPLIED BY JACK TYLER ENGINEERING UNLESS AGREED UPON BY APPROVED WRITTEN NOTICE.

Respectfully Submitted,

Merak Dyer  
Applications Engineer  
Jack Tyler Engineering, Inc.



# JACK TYLER ENGINEERING, INCORPORATED

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

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

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**RETURNS/REFUNDS:** Items wished to be returned are subject to prior approval and must be accompanied by a Return Merchandise Authorization (RMA). Items returned without proper approval and/or paperwork will be returned to the customer at their expense. Returns past 30 days of initial receipt will not be accepted.

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

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*An electronic copy of the latest version is available online at [www.jteng.com](http://www.jteng.com).*



## Agenda Item Form

|                         |                                                   |
|-------------------------|---------------------------------------------------|
| Date of Council Meeting | Utility Board 5/16/2023 Council Meeting 5/23/2023 |
| Department              | Water Resource Recovery Facility                  |
| Submitted by            | Chris Earl                                        |
| Phone                   | (479) 696-0273                                    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       |                                        |                                               |                                     |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |                                        |                                               |                                     |                                    |
| <p>Approval of an Ordinance to waive competitive bidding to purchase upgraded Mission RTUs from Bertrem Products, Inc. in the amount of \$142,173.16 and declare (63) Mission Communication RTU micro-processors (M110/M800) of the City's lift station alarm system as surplus. The previous Budget Adjustment allows for a total project expense for the upgrade Mission RTUs of \$147,173.16 including \$5,000.00 to procure necessary items for the upgrade separately, including dry contact relays, flex conduit, relay rails, and other necessary items to complete installation on all monitoring sites. As a trade-in, the surplus RTUs provide a 20% discount towards the purchase of the new RTUs with a value of \$28,434.67 (calculated in the total).</p> |                                       |                                        |                                               |                                     |                                    |

|                                                                                                                                                                    |                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                                                                                                     | \$147,173.16                                                        |
| Is this Item Budgeted?                                                                                                                                             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) :                                                                                   |                                                                     |
| These items would be funded transferring funds from Vehicle Capital fund 47420 into Machinery/Equipment fund 47410, approved in a previous Item Budget Adjustment. |                                                                     |





# MEMO

To: Mayor Orman and City Council Members

CC: Mike Bender/Preston Newbill

From: Chris Earl, WRRF Manager

Meeting Date: Utility Board 5/16/2023 Council 5/23/2023

Ordinance

The total charge from **Bertrem Products, INC.(Sole Source Provider)** upgrade will be \$142,173.16 including tax and delivery. We would need to also use approximately \$5,000.00 of the remaining \$207,828.84 to procure dry contact relays, flex conduit and relay rails to complete this installation on all monitoring sites. For a total of \$147,173.16 funds needed for this project. Currently the City of Bentonville's WRRF is utilizing Mission Communications in order to monitor all 61 Lift Stations and 2 RTU's (**remote terminal unit**) for the 24" gravity sewer in our collection system. At this time, we are using RTU microprocessors M110/M800 to operate, monitor, and collect data from these locations. That information is then transmitted via a website to our facility. The M110/M800 have limited abilities as to the number of motors, pumps, and data that we are able to collect.

Mission Communication has introduced the next generation of wireless monitoring MyDro150/MyDro850 RTU's which allows for much easier access to operate, monitor, and collect data. The Mission system includes all cellular data service, data storage, and on-call 24-7-365 technical support.

Declaring the sixty three (63) Mission Communication RTU micro-processors (M110/M800) of the City Of Bentonville's lift station alarm system as surplus results in a 20% discount towards the purchase of new RTU MyDro units. The trade in value is \$28,434.67 value towards the purchase of the new RTU MyDro units.

Thank you for this consideration.



## Memo:

March 2023

To whom it may concern:

**This memo confirms that Bertrem Products is the Exclusive Distributor for Mission Communications' products and services in Oklahoma and Western Arkansas. If you require further information, feel free to give me a call or email.**

Regards,

*Eddie Stewart*



Eddie Stewart  
Midwest Regional Manager  
Email: [eddies@123mc.com](mailto:eddies@123mc.com)  
Mobile: 913-787-1721  
Office: 877.993.1911



# BERTREM PRODUCTS, INC.

Engineered Products for Process Control

Quote 04/14/2023

**Bentonville Wastewater**  
**1901 Northeast A Street**  
**Bentonville, AR 72712**

| QTY | Item            | Description                                                                                                                                                |                                | Unit Price  | Price Level | Total       |
|-----|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------|-------------|-------------|
| 1   | RM852           | RTU – Retro-Fit MyDro Tellit LTE for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation) |                                | \$2,850.00  | MSRP        | \$2,850.00  |
| 1   | Legacy 800 20%  | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase.   | Crystal Bridges 800            | -\$419.00   | MSRP        | -\$419.00   |
| 1   | OP750           | Safe Module Plus — Pulse Input, relay output, float connector (4–channel counter via RS485)                                                                |                                | \$305.00    | MSRP        | \$305.00    |
| 1   | RM152           | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)            |                                | \$2,050.00  | MSRP        | \$2,050.00  |
| 1   | Legacy 110 20%  | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase.   | Crystal Bridges south 110      | -\$259.00   | MSRP        | -\$259.00   |
| 1   | OP750           | Safe Module Plus — Pulse Input, relay output, float connector (4–channel counter via RS485)                                                                |                                | \$305.00    | MSRP        | \$305.00    |
| 1   | RM152           | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)            | Switch with Autumn Hills later | \$2,050.00  | MSRP        | \$2,050.00  |
| 1   | Legacy 110 20%  | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase.   | LS #01 McKisic card 1          | -\$259.00   | MSRP        | -\$259.00   |
| 1   | OP750           | Safe Module Plus — Pulse Input, relay output, float connector (4–channel counter via RS485)                                                                |                                | \$305.00    | MSRP        | \$305.00    |
| 1   | OP400*          | Sensor — AC Current Switch (Strap-on, nylon enclosure, 6 ft twisted pair wire, red LED)                                                                    |                                | \$37.50     | MSRP        | \$37.50     |
| 1   | RM852           | RTU – Retro-Fit MyDro Tellit LTE for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation) |                                | \$2,850.00  | MSRP        | \$2,850.00  |
| 1   | Legacy 110 100% | 100% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the first year of equipment purchase.  | LS #01 McKisic card 2          | -\$1,295.00 | MSRP        | -\$1,295.00 |
| 1   | OP750           | Safe Module Plus — Pulse Input, relay output, float connector (4–channel counter via RS485)                                                                |                                | \$305.00    | MSRP        | \$305.00    |
| 6   | OP400*          | Sensor — AC Current Switch (Strap-on, nylon enclosure, 6 ft twisted pair wire, red LED)                                                                    |                                | \$37.50     | MSRP        | \$225.00    |
| 12  | SP1-Upgrade     | Annual Service-m150-850 prorata                                                                                                                            |                                | \$18.00     | MSRP        | \$216.00    |
| 1   | RM852           | RTU – Retro-Fit MyDro Tellit LTE for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation) |                                | \$2,850.00  | MSRP        | \$2,850.00  |
| 1   | Legacy 110 100% | 100% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the first year of equipment purchase.  | LS #02 South                   | -\$1,295.00 | MSRP        | -\$1,295.00 |
| 1   | OP750           | Safe Module Plus — Pulse Input, relay output, float connector (4–channel counter via RS485)                                                                |                                | \$305.00    | MSRP        | \$305.00    |
| 12  | SP1-Upgrade     | Annual Service-m150-850 prorata                                                                                                                            |                                | \$18.00     | MSRP        | \$216.00    |
| 1   | RM152           | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)            |                                | \$2,050.00  | MSRP        | \$2,050.00  |
| 1   | Legacy 110 20%  | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase.   | LS #03 102                     | -\$259.00   | MSRP        | -\$259.00   |
| 1   | OP750           | Safe Module Plus — Pulse Input, relay output, float connector (4–channel counter via RS485)                                                                |                                | \$305.00    | MSRP        | \$305.00    |
| 1   | RM152           | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)            |                                | \$2,050.00  | MSRP        | \$2,050.00  |
| 1   | Legacy 110 20%  | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase.   | LS #04 Lexington               | -\$259.00   | MSRP        | -\$259.00   |
| 1   | OP750           | Safe Module Plus — Pulse Input, relay output, float connector (4–channel counter via RS485)                                                                |                                | \$305.00    | MSRP        | \$305.00    |

|   |                 |                                                                                                                                                            |                |             |      |             |
|---|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------|------|-------------|
| 1 | RM852           | RTU – Retro-Fit MyDro Tellit LTE for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation) |                | \$2,850.00  | MSRP | \$2,850.00  |
| 1 | Legacy 110 100% | 100% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the first year of equipment purchase.  | LS #05 North A | -\$1,295.00 | MSRP | -\$1,295.00 |



# BERTREM PRODUCTS, INC.

Engineered Products for Process Control

|    |                |                                                                                                                                                          |                           |            |      |            |
|----|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------|------|------------|
| 1  | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 6  | OP400*         | Sensor — AC Current Switch (Strap-on, nylon enclosure, 6 ft twisted pair wire, red LED)                                                                  |                           | \$37.50    | MSRP | \$225.00   |
| 12 | SP1-Upgrade    | Annual Service-m150-850 prorata                                                                                                                          |                           | \$18.00    | MSRP | \$216.00   |
| 1  | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1  | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #06 Parkview           | -\$259.00  | MSRP | -\$259.00  |
| 1  | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1  | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1  | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #08 Woods Creek        | -\$259.00  | MSRP | -\$259.00  |
| 1  | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1  | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1  | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #09 Rice Rd            | -\$259.00  | MSRP | -\$259.00  |
| 1  | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1  | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1  | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #10 Krystal Heights    | -\$259.00  | MSRP | -\$259.00  |
| 1  | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1  | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1  | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #11 Stonehenge         | -\$259.00  | MSRP | -\$259.00  |
| 1  | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1  | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1  | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #12 Blueberry          | -\$259.00  | MSRP | -\$259.00  |
| 1  | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1  | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1  | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #13 Beau Terre South   | -\$259.00  | MSRP | -\$259.00  |
| 1  | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1  | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1  | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #14 Harbour Churchwell | -\$259.00  | MSRP | -\$259.00  |
| 1  | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1  | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1  | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #15 Willow Banks       | -\$259.00  | MSRP | -\$259.00  |
| 1  | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1  | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |



# BERTREM PRODUCTS, INC.

Engineered Products for Process Control

|   |                |                                                                                                                                                          |                         |            |      |            |
|---|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------|------|------------|
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #16 AR National Bank | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #17 Salvation Army   | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #18 Hanover III      | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #19 Marina           | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #21 Meadow Wood      | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #22 Orchard Park     | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #23 Vaughn LS        | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #24 Firestone        | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #25 Medical Center   | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #27 Wal-Mart Dist.   | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #28 Autumn Wood      | -\$259.00  | MSRP | -\$259.00  |



# BERTREM PRODUCTS, INC.

Engineered Products for Process Control

|   |       |                                                                                                                                                 |  |            |      |            |
|---|-------|-------------------------------------------------------------------------------------------------------------------------------------------------|--|------------|------|------------|
| 1 | OP750 | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                     |  | \$305.00   | MSRP | \$305.00   |
| 1 | RM152 | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation) |  | \$2,050.00 | MSRP | \$2,050.00 |

|   |                |                                                                                                                                                          |                         |            |      |            |
|---|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------|------|------------|
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #29 Beau Terre North | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #30 Abby             | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #31 Straube          | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #32 Nightingale      | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #33 Kensington       | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #34 Saddlebrook      | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #35 Kingsbury        | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #36 Phillips Park    | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #37 College Place    | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                         | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                         | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #38 Windwood         | -\$259.00  | MSRP | -\$259.00  |



# BERTREM PRODUCTS, INC.

Engineered Products for Process Control

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|---|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------|------|------------|
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                      | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                      | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #39<br>Allencroft | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                      | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                      | \$2,050.00 | MSRP | \$2,050.00 |

|   |                |                                                                                                                                                          |                           |            |      |            |
|---|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------|------|------------|
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #40<br>Fairwinds       | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #41<br>Creekstone      | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #42<br>Lockmore Club   | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #43<br>Briar Chase     | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #44<br>White Oak Trail | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #45<br>Chickadee       | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #46<br>Windmill Rd     | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #46<br>Windmill Rd     | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                           | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                           | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #47<br>Stoneburrow     | -\$259.00  | MSRP | -\$259.00  |



# BERTREM PRODUCTS, INC.

Engineered Products for Process Control

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|---|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------|------|------------|
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                       | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                       | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #48 Wildwood       | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                       | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                       | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #49 Kerelow Castle | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                       | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                       | \$2,050.00 | MSRP | \$2,050.00 |

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|---|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------|------|------------|
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #50 Stonegate           | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                            | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                            | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #51 Morning Star        | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                            | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                            | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #52 Oak Lawn Hills      | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                            | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                            | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #53 Thornbrook          | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                            | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                            | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #54 Elm Tree            | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                            | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                            | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #55 Gramercy            | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                            | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                            | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #56 Angel Falls         | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                            | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                            | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #57 Central Park School | -\$259.00  | MSRP | -\$259.00  |



# BERTREM PRODUCTS, INC.

Engineered Products for Process Control

|   |                |                                                                                                                                                          |                          |            |      |            |
|---|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------|------|------------|
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                          | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                          | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #58 Highland Park     | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                          | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                          | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #59 Brighton Cottages | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                          | \$305.00   | MSRP | \$305.00   |
| 1 | RM152          | RTU – Retro-Fit MyDro for Wireless Real-Time Alarm System – NEMA 4X Enclosure (Outdoor enclosure; Includes all parts for standard installation)          |                          | \$2,050.00 | MSRP | \$2,050.00 |
| 1 | Legacy 110 20% | 20% Trade-in Value for RTU or Expansion Board for Upgrade to the MyDro Series. This trade-in value is available in the fifth year of equipment purchase. | LS #61 Edgar Estates     | -\$259.00  | MSRP | -\$259.00  |
| 1 | OP750          | Safe Module Plus — Pulse Input, relay output, float connector (4-channel counter via RS485)                                                              |                          | \$305.00   | MSRP | \$305.00   |
| 0 |                |                                                                                                                                                          |                          | \$0.00     | MSRP | \$0.00     |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |         |                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|---------------------|
| <p>Bentonville Wastewater (AR) requests that Mission extend zero (0%) interest terms of 25% (+S&amp;H) down in the amount of(\$36,229.54) 30 days ARO and a final installment of (\$105,943.62) due February 29th, 2024. Please make checks payable to Mission Communications, LLC</p> <p>For your convenience Mission accepts credit cards. Card payments less than \$3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.</p> <p>If you have any questions concerning this invoice please contact our Accounts Receivable team, 877-993-1911 option 5, ar@123mc.com</p> | Subtotal |         | \$128,923.50        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Freight  | \$15.00 | \$915.00            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Tax      | 9.50%   | \$12,334.66         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Total    |         | <b>\$142,173.16</b> |



## Agenda Item Form

|                              |                                           |
|------------------------------|-------------------------------------------|
| Date of City Council Meeting | Utility Board 5/16/2023 Council 5/23/2023 |
| Department                   | Water Resource Recovery Facility          |
| Submitted by                 | Chris Earl                                |
| Phone                        | 479-696-0273                              |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |                                        |                                    |                                                |                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|-----------------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                                        |                                    |                                                |                                               |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                                                                                                                                                                                                              |                                       |                                        |                                    |                                                |                                               |
| Resolution to award Bid IFB-23-36 to Brenntag Mid-South for Praestol 279 FLX Cationic Water-Soluble Ploymer, at a delivered per liquid pound price of \$2.70. The Contract Term will be for an initial two year period, with an option to renew annually for a maximum term of five years. Polymer is used to assist in the coagulation of solids before the dewatering process in wastewater treatment. This was the only Bid Submission received. No Budget Adjustment is needed. |                                       |                                        |                                    |                                                |                                               |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | 95,000.00                                                           |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |
|                                                                                  |                                                                     |



# Memo



To: UB Members/Council Members/Mayor Orman  
From: Chris Earl, WRRF Utilities Manager  
CC: Mike Bender, Preston Newbill  
Date: UB 5/16/2023 Council 5/23/2023  
RE: Bid Award for Brenntag Mid-South for Solids Production

.....

Bid Award to Brenntag Mid-South Bid Submission for IFB-23-36 Praestol 279 FLX Cationic Water-Soluble Ploymer for a delivered price of \$2.70 per liquid pound. Polymer is used to assist in the coagulation of solids before the dewatering process in wastewater treatment. There was only one (1) bid for this bid submission.

Thank you for this consideration.

**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION**

|                                                                                                 |                              |                                                 |                             |                         |           |
|-------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------|-----------------------------|-------------------------|-----------|
| Date of Bid Opening:                                                                            | 5/2/23                       | Time of Bid Opening:                            | 1:00 PM                     | Solicitation ID Number: | IFB-23-36 |
| Solicitation Title: Polymer                                                                     |                              |                                                 |                             |                         |           |
| Bidder:                                                                                         |                              |                                                 | Brenntag Mid-South          |                         |           |
| Line Item                                                                                       | Quantity and Unit of Measure | Description                                     | Unit Price (Per Pound Cost) |                         |           |
| 1                                                                                               | 1 Pound                      | Praestol 279 FLX cationic water-soluble polymer | \$2.70                      |                         |           |
| Total Bid Price                                                                                 |                              |                                                 | \$2.70                      |                         |           |
| <a href="mailto:purchasing@bentonvillear.com">purchasing@bentonvillear.com</a> - (479) 271-3115 |                              |                                                 |                             |                         |           |



## Agenda Item Form

|                                              |                                         |
|----------------------------------------------|-----------------------------------------|
| Date of Utility Board & City Council Meeting | UB 5/16/2023 and City Council 5/23/2023 |
| Department                                   | Water Resource Recovery Facility        |
| Submitted by                                 | Chris Earl                              |
| Phone                                        | 479-696-0273                            |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                       |                                        |                                    |                                                |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |                                        |                                    |                                                |                                    |
| Staff requests Utility Board and City Council Members approve a motion to accept a resolution to enter into an agreement with Denali Water Solutions, LLC for the legal transportation and documented disposal of mechanically dewatered, Class B biosolids produced at the wastewater treatment plant, at a per wet ton cost of \$79.00. The Agreement will be for an initial one-year term, renewable annually for a maximum term of five years. This contract is being awarded under RFP-23-30, following the City's standard procurement process for the procurement of professional services. A copy of the Proposal Submission is attached. Denali was the sole submission received. No Budget Adjustment is needed. |                                       |                                        |                                    |                                                |                                    |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | 80,000.00                                                           |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |
|                                                                                  |                                                                     |



# Memo



To: UB Members, City Council Members, and Mayor Orman

From: Chris Earl, WRRF Manager

CC: Mike Bender, Preston Newbill

Date: UB 5/16/2023; CC 5/23/2023

RE: Resolution to allow Denali to transport WRRF biosolids

Staff requests Utility Board and City Council Members approve a motion to accept a resolution to enter into an agreement with Denali Water Solutions, LLC for the legal transportation and documented disposal of mechanically dewatered, Class B biosolids produced at the wastewater treatment plant, at a per wet ton cost of \$79.00. The Agreement will be for an initial one-year term, renewable annually for a maximum term of five years. This contract is being awarded under RFP-23-30, following the City's standard procurement process for the procurement of professional services. A copy of the Proposal Submission is attached. Denali was the sole submission received. No Budget Adjustment is needed.

Thank you for your consideration of this request,

Chris Earl, WRRF Manager



## RFP-23-30-Legal Transportation and Documented Disposal of Mechanically Dewatered Class B Biosolids Tabulation of Submissions

**Submission Deadline Date & Time:** April 20, 2023, 4:00 PM

**Evaluation Results Tabulation Date:** May 8, 2023

| Submission Number | Submitter Name     | Submitter Company Name     | Submission Requirements Met (Y/N) |
|-------------------|--------------------|----------------------------|-----------------------------------|
| 1                 | Jeffrey J. LeBlanc | Denali Water Solutions LLC | Y                                 |

### **Ranking Criteria:**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>1. Response:</b> <ul style="list-style-type: none"><li>How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>20 points</b> |
| <b>2. Qualifications: Experience, Competence and Capacity:</b> <ul style="list-style-type: none"><li>Proposer's experience, competence, and capacity for performance of the services.</li><li>The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. Proposers should use this opportunity to convey to the City that they have the capacity for the disposal of the Class B biosolids at the approximate volumes stated herein.</li><li>Proposer's should provide past experience, including but not limited to:<ul style="list-style-type: none"><li>Services provided within the last three (3) years, including information about the frequency of the service.</li><li>References for whom the Proposer has provided the same or similar services.</li></ul></li><li>Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.</li></ul> | <b>20 points</b> |
| <b>3. Method of Doing Work:</b> <ul style="list-style-type: none"><li>The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>25 points</b> |
| <b>4. Disposal Capacity:</b> <ul style="list-style-type: none"><li>The capacity and ability that the Proposer has to realistically meet the transportation and disposal requirements, as outlined herein.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>20 points</b> |
| <b>5. Price:</b> <ul style="list-style-type: none"><li>The Proposed Cost of Services, as described herein.</li><li>The Proposed Cost of Services must only be conveyed by PER WET TON. Deviation from using this unit of measure (per wet ton) may be considered failure to be responsive and the Proposal may be rejected.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>15 points</b> |



**Tabulation:**

| Evaluation Committee<br>Member Ratings (total<br>ranking for all criteria -<br>rated out of 100) | Submitter Name             |  |
|--------------------------------------------------------------------------------------------------|----------------------------|--|
|                                                                                                  | Denali Water Solutions LLC |  |
| Chris Earl                                                                                       | 93/100                     |  |
| Len Brzozkiewicz                                                                                 | 95/100                     |  |
| Matt Webster                                                                                     | 95/100                     |  |
| <b>Total points</b>                                                                              | 283/300                    |  |

Denali Water Solutions LLC Averaged Score: 94.33



## CITY OF BENTONVILLE, ARKANSAS

**SERVICE CONTRACT: RFP-23-30-Merchandise Legal Transportation and Documented Disposal  
of Mechanically Dewatered, Class B Biosolids Produced at the City of Bentonville Wastewater  
Treatment Plant**

**THIS CONTRACT** is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Denali Water Solutions LLC, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

**1. DESCRIPTION.** This Contract has been awarded to Contractor as a result of Contractor’s Proposal Submission (attached hereto as **Exhibit A**) to the City’s formal Request for Proposals-23-30-Merchandise Legal Transportation and Documented Disposal of Mechanically Dewatered, Class B Biosolids Produced at the City of Bentonville Wastewater Treatment Plant (attached hereto as **Exhibit B**). The biosolids transportation and disposal services shall consist of performing the services as set forth in this Contract, all attached Exhibits, and as are industry standard when performing transportation services for the material described herein.

**2. PRIMARY CONTACTS.** The primary contact for the Contractor shall be \_\_\_\_\_ . The primary contact for the City shall be the Wastewater Operations Supervisor or the Wastewater Department Manager, or designated assignee.

**3. CONTRACT TERM.** The term for this Contract shall be one (1) year, renewable annually upon mutual written agreement for a maximum term not to exceed five (5) years, commencing on \_\_\_\_\_, 2023, and ending on \_\_\_\_\_, 2024.

**a.** Any changes to the Term of this Contract shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

**4. PROJECT SCOPE.** All project scope, requirements and procedures shall be in accordance with Exhibit A and Exhibit B.



## CITY OF BENTONVILLE, ARKANSAS

**a. Specifications.** All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

**b. Disposal Site.** Any disposal site that the Contractor uses to dispose of the biosolids must meet all local, state and federal government regulations for accepting this material. Any change or deviation from the original list of proposed sites included in **Exhibit A** either before the awarded Contract or during the Contract Term requires pre-approval from the City that the change site is compliant and accepted. Failure to accurately report sites or any changes in the sites will be grounds for termination of this Contract.

**c. Amendments.** Any changes to the Scope of Work shall be handled via Amendment to this Contract. No Amendment shall be approved unless approved in writing by the City. All Amendments must be pre-approved prior to any work under the proposed Amendment being performed. The City shall not be responsible for Amendments which have not been approved in writing by the City.

**d. Unsatisfactory Results.** Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

**e. General.** The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

**5. FEES, EXPENSES, AND SCHEDULE.** The City agrees to pay Contractor as outlined in **Exhibit A** of this Contract based upon a unit cost of **\$79.00 (seventy-nine dollars) per wet ton.** Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. There shall be no change in fees permitted during the original term of this Contract or for any mutually agreed upon renewal year.



## CITY OF BENTONVILLE, ARKANSAS

**6. ADDITIONAL SERVICES.** Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

**7. INVOICING.** Contractor shall submit an invoice to the City monthly as outlined in **Exhibit B.**

**8. PAYMENT.**

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

**b. Service Failure.** In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.

**9. TERMINATION FOR LACK OF FUNDS.** If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

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



## CITY OF BENTONVILLE, ARKANSAS

written consent.

**11. SUBCONTRACTING.** Contractor may not subcontract or assign any of the services to be performed under this Contract at any time.

**12. INSURANCE.** Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in **Exhibit B** and below, and further documented and added to via the Certificate of Insurance provided and included herein as **Exhibit C**, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth in **Exhibit B** will result in the direct breach of this Contract and subsequent termination.

**a. Minimum Insurance Requirements.**

I. Workers' Compensation: Statutory Limits

1. Applicable Federal (e.g USL&H) = Statutory Limits
2. Employer's Liability: \$2,000,000.00 Each Accident

II. Comprehensive or Commercial General Liability:

Combined Single Limit:

1. Bodily injury and Property Damage = \$2,000,000.00 Each Accident

III. Pollution Liability Insurance: \$1,000,000.00 Each Occurrence

**13. INDEMNIFICATION AND HOLD HARMLESS.** For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees



## CITY OF BENTONVILLE, ARKANSAS

and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

**14. SAFETY AND SUPERVISION.** The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices, as well as adhering to all facility requirements, to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the patrons that are located at or near the location where services are being performed. The Contractor shall, at all times, enforce strict discipline and good order among their employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

**15. TAXES, LICENSES AND PERMITS.** The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

**16. DAMAGES.** All operations pertaining to the services described herein shall be confined to the areas as set forth herein and as are described in the Exhibits attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

**17. ENTIRE CONTRACT.** This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

**18. NO THIRD PARTY BENEFICIARIES.** Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.



## CITY OF BENTONVILLE, ARKANSAS

**19. INDEPENDENT CONTRACTOR-NOT AN AGENT.** Contractor understands that they, nor any of their employees or personnel, are employees of the City or acting as an agency for the City, and that the City's statutory immunity does not extend to Contractor's acts or omissions. Contractor is solely responsible for their employees and personnel.

**20. COMPLIANCE WITH LAWS.** Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

**21. APPLICABLE LAW, JURISDICTION, VENUE.** Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

**22. SEVERABILITY.** If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

**23. AMBIGUITY.** If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to **Exhibit B**.

*[Signature Page Follows]*



**CITY OF BENTONVILLE, ARKANSAS**

**SIGNATURE PAGE**

---

The Parties hereto have caused this Contract to be executed this  
\_\_\_\_\_ (month, day, year).

CITY OF BENTONVILLE, ARKANSAS

By: \_\_\_\_\_  
Stephanie Orman, Mayor

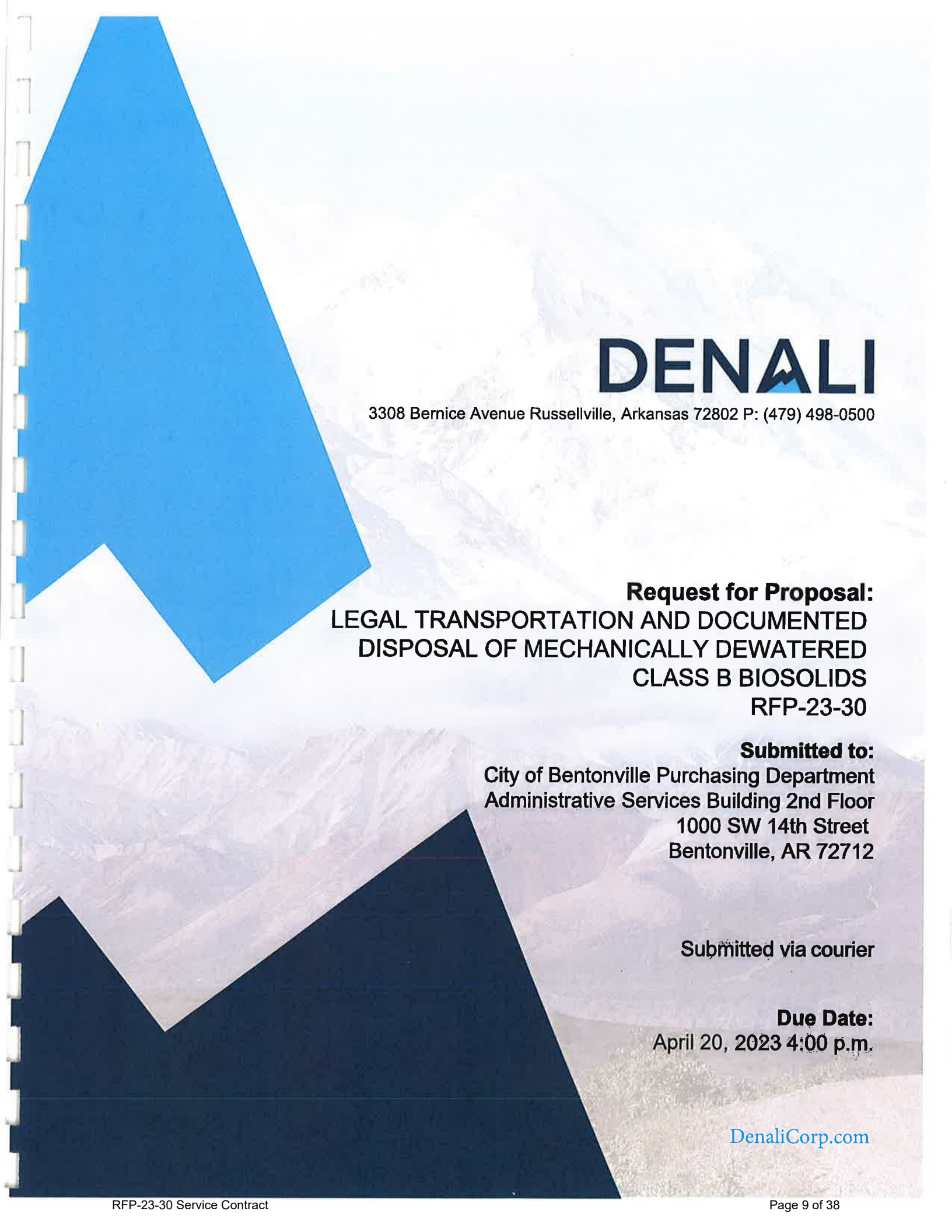
By: \_\_\_\_\_  
(Signature)  
Name (printed): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



## EXHIBIT A

---

# CONTRACTOR'S PROPOSAL SUBMISSION TO RFP-23-30



# DENALI

3308 Bernice Avenue Russellville, Arkansas 72802 P: (479) 498-0500

**Request for Proposal:**  
**LEGAL TRANSPORTATION AND DOCUMENTED**  
**DISPOSAL OF MECHANICALLY DEWATERED**  
**CLASS B BIOSOLIDS**  
**RFP-23-30**

**Submitted to:**  
City of Bentonville Purchasing Department  
Administrative Services Building 2nd Floor  
1000 SW 14th Street  
Bentonville, AR 72712

**Submitted via courier**

**Due Date:**  
April 20, 2023 4:00 p.m.

[DenaliCorp.com](http://DenaliCorp.com)



April 18, 2023

*Submitted via Courier*

City of Bentonville  
Purchasing Department  
Administrative Services Building, 2<sup>nd</sup> Floor  
1000 SW 14th Street Bentonville, AR 72712

RE: **LEGAL TRANSPORTATION AND DOCUMENTED DISPOSAL OF MECHANICALLY DEWATERED  
CLASS B BIOSOLIDS REQUEST FOR PROPOSALS (RFP)-23-30**

To Whom It May Concern,

Denali Water Solutions LLC ("Denali" or "Denali Water") is the respondent to the City of Bentonville's request for proposal, LEGAL TRANSPORTATION AND DOCUMENTED DISPOSAL OF MECHANICALLY DEWATERED CLASS B BIOSOLIDS REQUEST FOR PROPOSALS (RFP)-23-30. At Denali, our goal is to continuously exceed our customers' expectations by providing residuals management services at the highest industry standards, driven by our team of seasoned residuals management professionals, our readily available assets, and backed by our outstanding environmental and safety record.

The core of our approach presented in this RFP response is to exceed the City of Bentonville's expectations as a valued team member through our unparalleled experience in managing and operating biosolids projects. Denali has consistently checked all the boxes when it comes to operations, maintenance, and regulatory aspects of biosolids. The Denali team approach provides the opportunity for the City to engage trusted biosolids experts throughout the term of the project.

The company prides itself in putting the customers' needs, the environment and safety first. This philosophy has been a primary driver for Denali's success as an environmental services company, and it is the reason Denali will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the United States.

Denali is prepared to enter into an agreement with the City of Bentonville for RFP 23.30. Denali's employees, partners and experience clearly demonstrates our strength and ability to increase the performance level beyond expectations.

I would like to thank you for reviewing the contents of our bid submittal. Should you need additional clarification, please contact me at 315-374-8645 or by email at [jeffrey.leblanc@denaliwater.com](mailto:jeffrey.leblanc@denaliwater.com). Again, thank you for the opportunity to submit our bid to the City of Bentonville and we look forward to the next steps.

Thank you.

Very truly yours,

  
Jeffrey J. LeBlanc  
Chief Growth Officer

cc: Chris Olson, Vice President of Sales, (479) 970-4394 [chris.olson@denaliwater.com](mailto:chris.olson@denaliwater.com)

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3308 Bernice Avenue, Russellville, Arkansas 72802  
479-498-0500 | [www.DenaliCorp.com](http://www.DenaliCorp.com)



**CITY OF BENTONVILLE, ARKANSAS**  
PURCHASING DEPARTMENT  
2<sup>ND</sup> FLOOR ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> ST  
BENTONVILLE, ARKANSAS 72712  
**RFP-23-30**

**REQUEST FOR PROPOSAL**

| SOLICITATION INFORMATION |                                                                                                                                                          |                   |                       |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|
| Proposal Number:         | <b>RFP-23-30</b>                                                                                                                                         | Date of Issuance: | <b>MARCH 26, 2023</b> |
| Brief Description:       | Legal transportation and documented disposal of mechanically dewatered, Class B biosolids produced at the City of Bentonville Wastewater Treatment Plant |                   |                       |
| Agency:                  | The City of Bentonville, Water Resource Recovery Department                                                                                              |                   |                       |

| SUBMISSION DEADLINE FOR RESPONSE                                                                                                                                                                                                                                                                                                                                                                          |                       |                                             |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------------|-------------------|
| <b>Proposal Submission Deadline: (Date)</b>                                                                                                                                                                                                                                                                                                                                                               | <b>APRIL 20, 2023</b> | <b>Proposal Submission Deadline: (Time)</b> | <b>4:00PM CST</b> |
| Proposals must be received by the Purchasing Department prior to 4:00 P.M. on APRIL 20, 2023. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected. |                       |                                             |                   |

| DELIVERY OF RESPONSE DOCUMENTS                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Delivery Address:<br>*Prospective vendors assume all risk for timely, properly submitted deliveries. | City of Bentonville Administrative Services Building<br>Attn: Purchasing Department – 2 <sup>nd</sup> Floor<br>1000 SW 14 <sup>th</sup> ST<br>Bentonville, Arkansas 72712                                                                                                                                                                                                                                                         |
| Proposal's Outer Packaging:                                                                          | Outer packaging must be sealed and properly marked with the following information: <ul style="list-style-type: none"><li>• Proposal Number: <b><u>RFP-23-30</u></b></li><li>• Vendor's name and return address</li></ul> Proposals which must be opened to be identified will be considered incomplete and may be rejected.                                                                                                       |
| Number of Copies for Submission:                                                                     | <b>(1) One signed original</b> of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted. |

| CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION                                                                                                                                                                                       |                 |                     |                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------|--------------------------------------------------------------------------------------------------------|
| Purchasing Manager:                                                                                                                                                                                                                                       | Gladys Shoemake | Purchasing Email:   | <a href="mailto:purchasing@bentonvillear.com">purchasing@bentonvillear.com</a>                         |
| Purchasing Phone Number:                                                                                                                                                                                                                                  | (479) 271-3115  | Purchasing Address: | Administrative Services-2 <sup>nd</sup><br>Floor 1000 SW 14 <sup>th</sup> St.<br>Bentonville, AR 72712 |
| <b>Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is <b>APRIL 14, 2023</b> at 4:30 P.M.</b> |                 |                     |                                                                                                        |

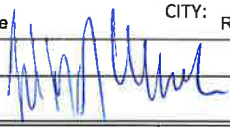


CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
2<sup>ND</sup> FLOOR ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> ST  
BENTONVILLE, ARKANSAS 72712  
RFP-23-30

**EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA**  
**(REQUIRED RESPONSE FORM)**

**EXECUTION OF PROPOSAL (REQUIRED)**

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

|                                                   |                                                                                   |               |                |             |                      |        |                             |
|---------------------------------------------------|-----------------------------------------------------------------------------------|---------------|----------------|-------------|----------------------|--------|-----------------------------|
| NAME OF FIRM:                                     | Denali Water Solutions LLC                                                        | PHONE NUMBER: | (479) 498-0500 | FAX NUMBER: | (479) 219-5023       | EMAIL: | chris.olson@denaliwater.com |
| BUSINESS STREET ADDRESS:                          | 3308 Bernice Avenue                                                               | CITY:         | Russellville   | STATE:      | AR                   | ZIP:   | 72802                       |
| SIGNATURE OF AUTHORIZED PERSON:                   |  |               |                | DATE:       | 04/18/2023           |        |                             |
| PRINTED OR TYPED NAME:                            | Jeffrey J. LeBlanc                                                                |               |                | TITLE:      | Chief Growth Officer |        |                             |
| ARKANSAS SALES OR USE TAX NUMBER (if applicable): | N/A                                                                               |               |                |             |                      |        |                             |
| Motor Carrier (MC) Number:                        | 625783                                                                            |               |                |             |                      |        |                             |

**ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)**

| Addendum Number             | Initials to Acknowledge                                                               |
|-----------------------------|---------------------------------------------------------------------------------------|
| <u>NONE</u>                 |  |
| <u>                    </u> | <u>                    </u>                                                           |
| <u>                    </u> | <u>                    </u>                                                           |
| <u>                    </u> | <u>                    </u>                                                           |
| <u>                    </u> | <u>                    </u>                                                           |
| <u>                    </u> | <u>                    </u>                                                           |



## **GENERAL**

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Denali Water Solutions was originally founded as Terra Renewal in 1995. Initially focused on industrial wastewater residuals, Terra operated in 20 states, applying greater than one billion gallons of waste water across 225,000 acres of farmland. Following a series of acquisitions and significant expansion, the company diversified into municipal operations and has been operating as Denali Water Solutions since 2014. The company recruited talent from across various industries to fill roles in operations, sales and environmental engineering, and among our senior leadership ranks, we count experts with more than 30 years of experience in residuals management. Denali prides itself on being the premier choice for responsive and ethical residuals management for both public and private customers across the US.

## **PROPOSED METHOD**

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Denali previously handled the contract for removal of biosolids from the City of Bentonville Wastewater Treatment Plant. Our proposed methodology (to include available equipment, personnel and other resources) will remain unchanged.

Utilizing covered end dump trailers at a capacity of 20 cubic yards, we will remove the biosolids upon request by the city. The published timeline is a maximum 72-hour response, with empty trailers to be returned for use no later than 24 hours after the initial load. All loaded trailers will be removed on the day of load. Upon exiting the plant, trailers will be weighed utilizing certified truck scales, and the tare weight will be subtracted from the loaded (gross) to determine exact tonnage transported for that load.

Denali will utilize permitted acreage to land apply all biosolids removed from the plant. This is an existing relationship and provides continuity of service for disposal. All material will be disposed of in accordance with applicable local, state and federal regulations. Following completion of disposal, trailers will be returned empty to the plant for continued hauling.

Finally, the company retains significant assets in the area in support of other customers. The projected total volume of 4000 tons is easily supported by our existing infrastructure, and the proximity of our other operations and company headquarters (located in Russellville, Arkansas) provides us unique experience and familiarity with both the operation and geographic area.

## **PROPOSED COST**

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Biosolids will be removed from the City of Bentonville Wastewater Treatment Plant at a proposed price of **\$79.00 / wet ton**.

# DENALI

## EXPERIENCE

1. Entity: City of Edmond, Oklahoma  
Project Description: Sludge Lagoon Cleaning; 815-030  
Location: Coffee Creek Wastewater Treatment Plant  
Distance Hauled: Six miles round trip  
Size & Type of Trucks and/or Trailers: Semi-Trucks and 6,000-gallon Tanker  
Trailers Quantities Hauled: ~4,000,000 gallons  
Materials Hauled: WWTP Sludge  
Contact Name: Brenda Mayer  
Contact Phone Number: (405) 359-4533
2. Entity: City of Lawton, Oklahoma  
Project Description: Sludge Lagoon Maintenance; CL15-054  
Location: Lawton WTP Sludge Lagoons, Medicine Park, Oklahoma  
Distance Hauled: 10 miles round trip  
Size & Type of Trucks and/or Trailers: 4,600-gallon Tandem Truck and Spreader  
Quantities Hauled: 5,000 cubic yards  
Material Hauled: WTP Sludge  
Contact Name: Sheri Bennett  
Contact Phone Number: (580) 581-3432
3. Entity: City of Harrisonville, Missouri  
Project Description: Wastewater Plant Sludge Removal and Disposal  
Location: Harrisonville Wastewater Treatment Plant  
Distance Hauled: 14 miles round trip  
Size & Type of Trucks and/or Trailers: Semi-Trucks and 6,000-gallon Tanker  
Trailers Quantities Hauled: 1,500,000 gallons  
Material Hauled: WWTP  
Sludge Contact Name: Steve  
Woodring Contact Phone: (816) 380-8960
4. Entity: Upper Trinity Regional Water District  
Project Description: Water Treatment Plant Sludge Removal and Disposal  
Project Location: Tom Harpool Regional Water Treatment Plant, Lewisville, Texas  
Distance Hauled: 16 miles round trip  
Size & Type of Trucks and/or Trailers: Semi-Trucks and 6,000-gallon Tanker  
Trailers Quantities Hauled: 5,000,000 gallons  
Material Hauled: WTP Sludge  
Contact Name: Josh Wheeler, Alan Plummer Associates, Inc.  
Contact Phone: (972) 996-5722

## EXPERIENCE

5. Entity: City of Tulsa, Oklahoma  
Project Description: Biosolids Hauling; TAC8188  
Location: Southside and Haikey Creek Wastewater Dewatering Facilities  
Distance Hauled: ~48 miles round trip  
Size & Type of Trucks and/or Trailers: Semi-Trucks and 24 cubic yard End Dump Trailers  
Quantities Hauled: 3,000 cubic yards (in progress) Material  
Hauled: WWTP Sludge  
Contact Name: Sondia Bell Contact  
Phone: (918) 596-7561
6. Entity: Coffee Creek, Edmond, OK  
Project Description: Biosolids Land Application  
Location: Edmond, OK  
Quantities Hauled: 10,000,000 Gallons per year  
Contact Name: Ruben  
Phone: (405) 216-7709
7. Entity: Liberty, MO WTP  
Project Description: Land Application for Stored Solids in Lagoon  
Location: Liberty, MO  
Contact Name: Dana Ulmer  
Contact Phone: (405) 316-6248
8. Entity: Fouche Creek  
Project Description: Hauling and Disposal of Stored WTP Solids  
Location: Little Rock, AR  
Quantities Hauled: 20,000,000  
Contact Name: Eric Wassell  
Contact Phone: (405) 316-6248
9. Entity: Northeast Water Purification Plant  
Project Description: Dewatering and Land Application of Class B WTP Sludge  
Location: Houston TX  
Quantities Hauled: 250,000  
Contact Name: Eric Garza  
Contact Phone: (832) 395-3379
10. Entity: TN Water Treatment Plant  
Project Description: Biosolids Transport and Beneficial Reuse Services  
Location: City of Chattanooga  
Contact Name: Matthew Snyder  
Contact Phone: (816) 552-1333

## EXPERIENCE

11. Entity: City of Edmond  
Project Description: Lagoon Cleanout  
Location: City of Edmond  
Contact Name: Kris Neifing  
Contact Phone: (405) 216-7696
12. Entity: City of Fort Smith, AR  
Project Description: Lagoon Cleanout  
Location: City of Fort Smith  
Contact Name: Clint Allison  
Contact Phone: (479) 883-0572
13. Entity: City of Norman, OK  
Project Description: Biosolids Removal & Land Application  
Location: Norman, OK  
Contact Name: Ryan Bart  
Contact Phone: (405) 208-9108



## STATEMENT OF QUALIFICATIONS

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Denali has been in the business of providing residuals management services for the last 25 years and employs a number of experts who have been in the residuals management industry since the 1980s. The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for Denali Water's success as an environmental service company, and it is the reason Denali Water will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the US.

### History

Denali was originally founded as Terra Renewal in 1995. The original focus of the company was the handling and disposal of wastewater residuals from industrial plants via land application for beneficial use as a fertilizer. The focus of the business quickly expanded to include municipal biosolids, spent fryer oil and grease, and handling of spent gas and oil exploration and production fluids. At its peak, it was one of the largest waste companies in the United States with operations in greater than 20 states and was land applying greater than one billion gallons of wastewater residuals on over 225,000 acres of farm fields. Ultimately, the company divested of its oil & gas business and its rendering business (i.e. spent fats and greases). As a result of these divestitures, the name of the company was changed to Denali Water Solutions.



In many states, Denali was an early pioneer in land application permitting process and has led the industry with safe, responsible management of organic residuals. The Company takes pride in its work and its relationships with customers and with officials in regulatory agencies across the US. The goal of Denali Water is to continue to grow and evolve with this ever-changing industry.

In 2016, Denali combined forces with WeCare Organics LLC and formed a subsidiary known as WeCare Denali LLC which services with mid-Atlantic region on the US, including New York, New Jersey, Maryland, Pennsylvania, and more. The company is now second largest handler of municipal biosolids in the United States, the largest provider of industrial food processing residuals management and operates from coast to coast. Denali offers an array of services including land application, Class A processing, dredging, composting, permitting, mobile dewatering, outsourced dewatering, geo-textile tube dewatering, lagoon and digester cleanout, and transportation services. Recent acquisitions have expanded Denali Water's service offerings in biosolids, green waste, and food waste composting.

### The Denali Team



We believe that we are only as good as our team. Denali has had the same leadership in place since 2002 and has a seasoned team of industry veterans and has had limited turnover in its management team for many years. This is because we foster a culture that makes people proud to say they work at Denali because of how it treats its employees, customers, and the community.

The key personnel working for Denali have a combined 100+ years of experience in the biosolids and residuals transportation and management industry. Whether it's a treatment facility producing as little as 300 tons per year or 150,000 tons per year, our experienced, friendly, and knowledgeable staff has provided years of success and satisfaction for our clients.

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#### **ANDY MCNEILL – CHAIRMAN OF THE BOARD**



With over 15 years of industry experience Andy has led as CEO since 2002 and now serves as Chairman of the Board. Andy graduated from Auburn University with a BS in accounting and holds an MBA from the University of Notre Dame. Andy frequently speaks on topics associated with the company, including land application and beneficial reuse, and serves on various boards.

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#### **TODD MATHES - CHIEF EXECUTIVE OFFICER**



Todd Mathes serves as the Chief Executive Officer, CEO, with the vital role of ensuring the operations teams function at their highest levels and our customers are being served well. Todd has over 30 years of experience in operations at the highest levels of leadership. He worked in the poultry industry in various positions with Gold Kist & Perdue Farms from 1990-2002. Todd then began working at Terra Renewal from 2002 through 2013. Terra Renewal was one of the core companies that made up what is now Denali Water Solutions. In 2013 the division Todd worked in was sold to Darling Ingredients. Todd worked at Darling Ingredients from 2013 until recently as the Senior Vice President of Restaurant Services.

Todd graduated in 2000 from The University of Tennessee at Chattanooga with a bachelor's degree in Psychology. In January 2020, he completed the Agribusiness Seminar at Harvard University. Todd is from Newton, Kansas and his family still owns a farm nearby in Harper, Kansas. He now lives in Dallas, TX with his wife Patty.

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#### **JEFFREY J. LEBLANC – CHIEF GROWTH OFFICER**



Jeff joined Denali Water Solutions LLC, as its President, when it acquired the key assets of WeCare Organics, LLC in 2016. Jeff is now the Chief Growth Officer, responsible for overseeing all aspects of sales, marketing and business development. Jeff has played a key role in Denali's growth, as the industry leader in recycling of waste and residuals, and as a frequent guest speaker at industry conferences and seminars.

Jeff is focused on Denali's strategy as a full-service residual management company commissioned to bridge the gap between the farmer and the environmental community via the operations, management, and distribution of residual based products, such as WeCare Compost®. In addition, Jeff has led the Company's vision to be the "landfill-alternative" and has steered the Company's advancement in managing source separated organics, such as green waste, food waste, food processing waste and biosolids.

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#### **DON BUDHU- CHIEF FINANCIAL OFFICER**



Don Budhu serves as our Chief Financial Officer (CFO). Don leads the finance & accounting teams and IT strategy. Don Comes from Velocity Aerospace Group, where he held the role of Chief Executive Officer (CEO). He previously held leadership positions at Darling Ingredients, Terra Renewal Services, and Safety-Kleen Systems. Don is originally from Guyana, South America, and currently resides in Frisco, Texas. He and his wife Mona have a daughter, Emily, 14. When Don is not working or spending time with his family, he enjoys playing cricket, golf, and being active in his church.

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#### **GARY EMERY - VICE PRESIDENT, SALES & DEVELOPMENT**



Gary is Vice President of Sales & Development for Denali, bringing a breadth of knowledge in the environmental and residuals management industry. He began his career in 1986 with an Arkansas-based environmental trucking company. Gary is a proven expert in the lagoon business as a key player for municipalities, solving liquid event problems. Gary has been with Denali since 2009 and was previously in management as an Operations Manager at Mid-America Environmental Solutions. Gary has managed operations, sales, dispatch, and environmental work throughout the South-Central region. His analysis of customer needs and determining operational resources are unmatched in the environmental sector.

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#### **MIKE WERTZ – REGIONAL OPERATIONS MANAGER**



Mike joined Denali in 2011. He has extensive experience leading an interdepartmental team to navigate the sales and contracting process, labor and wage compliance through projects, complete submittal requirements, and see each project through to completion, including close-out. Mike has twenty years of Project Manager experience and is a company leader in planning, staffing, and training the workforce for new and on-going projects; including recruitment and utilization of MWBE and non-MWBE subcontractors.

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#### **JASON GOLDEN – GENERAL MANAGER, CENTRAL REGION**



Jason joined Denali in 2006. He holds a degree from Arkansas Tech University and is a certified Residential and Commercial contractor in the state of Arkansas. Jason began with the company as the Asset Manager and became the Liquid Events Operations Manager in February 2009. Jason has responsibility for project development and growth in the municipal services sector. He oversees projects ranging from small lagoon cleanouts in farming communities to large multiyear sludge management project handling hundreds of thousands of tons per year for cities such as Dallas, Houston, Norman OK, as well as a large percentage of the Rio Grande Valley.

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#### **JASON R. RAMSEY - DIRECTOR OF SAFETY**



Jason is the Director of Safety for Denali. He is responsible for safety programs and procedures, risk assessment, and compliance with USDOT, FMCSA, and OSHA regulations. Jason has 8 years of experience with Terra and Denali and has several years of experience in business development, safety, executive management, compliance, and was previously a State Trooper. He holds a bachelor's from the University of Arkansas. Jason also serves as a Board Member for the Arkansas State Police Foundation.

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#### **DON GAMBELIN – EVP STRATEGIC INITIATIVES**

Don joined Denali in 2021 bringing his three decades of experience in the environmental services and recycling sector to the company, where he leads the Advocacy, Customer Solutions, and Environmental Compliance teams that deliver on facility development and processing initiatives and entitlements, regulatory and policy affairs, and compliance assistance in partnership with operations, safety, and corporate development. Throughout his career, he has brought some of the largest and most innovative recycling and organics composting developments to fruition and has worked closely with government agencies through regulatory changes and service agreements. Don holds a BS in Environmental Management from UC Davis and a master's in business administration from UC Berkeley.

### **Operations**

Denali provides a specialized service, and it is customary to clarify the language in certain provisions such as indemnities, damages limitations, force majeure, notices, and cure provisions to make certain they are consistent with industry standards for the services provided. If we are the successful respondent, we will submit any requested changes for your review.

Should you have any questions or require further information regarding our submittal, please feel free to contact Denali at the number provided in our submittal.



SAMPLE  
**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/30/2022

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).

| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, Inc.<br>1490 Market Street<br>Suite 3<br>Lake Charles LA 70601 | <b>CONTACT NAME:</b> Myra Clayton, CIC CISR<br><b>PHONE (A/C, No, Ext):</b> 337-289-5048 <b>FAX (A/C, No):</b> 866-421-2655<br><b>E-MAIL ADDRESS:</b> Myra_Clayton@ajg.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |        |                                     |       |                                                               |       |                                                  |       |                                     |       |                                                |       |                                            |       |
|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|-------------------------------------|-------|---------------------------------------------------------------|-------|--------------------------------------------------|-------|-------------------------------------|-------|------------------------------------------------|-------|--------------------------------------------|-------|
| <b>INSURED</b><br>Dispatch Parent, LLC; Denali Water Solutions, LLC<br>3308 Bernice Ave<br>Russellville AR 72802                | <b>INSURER(S) AFFORDING COVERAGE</b> <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Colony Insurance Company</td><td>39993</td></tr><tr><td>INSURER B: National Union Fire Insurance Company of Pittsburg</td><td>19445</td></tr><tr><td>INSURER C: Allied World Assurance Co (U.S.) Inc.</td><td>19489</td></tr><tr><td>INSURER D: Gemini Insurance Company</td><td>10833</td></tr><tr><td>INSURER E: National Fire &amp; Marine Insurance Co</td><td>20079</td></tr><tr><td>INSURER F: Granite State Insurance Company</td><td>23809</td></tr></tbody></table> | INSURER | NAIC # | INSURER A: Colony Insurance Company | 39993 | INSURER B: National Union Fire Insurance Company of Pittsburg | 19445 | INSURER C: Allied World Assurance Co (U.S.) Inc. | 19489 | INSURER D: Gemini Insurance Company | 10833 | INSURER E: National Fire & Marine Insurance Co | 20079 | INSURER F: Granite State Insurance Company | 23809 |
| INSURER                                                                                                                         | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |         |        |                                     |       |                                                               |       |                                                  |       |                                     |       |                                                |       |                                            |       |
| INSURER A: Colony Insurance Company                                                                                             | 39993                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |        |                                     |       |                                                               |       |                                                  |       |                                     |       |                                                |       |                                            |       |
| INSURER B: National Union Fire Insurance Company of Pittsburg                                                                   | 19445                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |        |                                     |       |                                                               |       |                                                  |       |                                     |       |                                                |       |                                            |       |
| INSURER C: Allied World Assurance Co (U.S.) Inc.                                                                                | 19489                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |        |                                     |       |                                                               |       |                                                  |       |                                     |       |                                                |       |                                            |       |
| INSURER D: Gemini Insurance Company                                                                                             | 10833                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |        |                                     |       |                                                               |       |                                                  |       |                                     |       |                                                |       |                                            |       |
| INSURER E: National Fire & Marine Insurance Co                                                                                  | 20079                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |        |                                     |       |                                                               |       |                                                  |       |                                     |       |                                                |       |                                            |       |
| INSURER F: Granite State Insurance Company                                                                                      | 23809                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |        |                                     |       |                                                               |       |                                                  |       |                                     |       |                                                |       |                                            |       |

**COVERAGES**      **CERTIFICATE NUMBER:** 941692929      **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 |   |                      | Y                                         | Y                 | PACE4279461             | 6/30/2022               | 6/30/2023                           | EACH OCCURRENCE        | \$ 1,000,000  |        |                             |              |
|                 |                                                                             | CLAIMS-MADE                  | X | OCCUR                | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000        |                         |                         |                                     |                        |               |        |                             |              |
|                 |                                                                             |                              |   |                      | MED EXP (Any one person)                  | \$ 25,000         |                         |                         |                                     |                        |               |        |                             |              |
|                 |                                                                             |                              |   |                      | 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:                                                                      |                              |   |                      |                                           |                   |                         |                         |                                     | \$                     |               |        |                             |              |
| B               | AUTOMOBILE LIABILITY                                                        |                              |   | Y                    | Y                                         | 5717880           | 6/30/2022               | 6/30/2023               | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000           |               |        |                             |              |
|                 | X                                                                           | ANY AUTO                     |   |                      |                                           |                   |                         |                         | BODILY INJURY (Per person)          | \$                     |               |        |                             |              |
|                 |                                                                             | OWNED AUTOS ONLY             |   | SCHEDULED AUTOS      | BODILY INJURY (Per accident)              |                   |                         |                         | \$                                  |                        |               |        |                             |              |
|                 |                                                                             | HIRED AUTOS ONLY             |   | NON-OWNED AUTOS ONLY | PROPERTY DAMAGE (Per accident)            |                   |                         |                         | \$                                  |                        |               |        |                             |              |
|                 | X                                                                           | MCS-90                       |   |                      |                                           |                   |                         |                         | \$                                  |                        |               |        |                             |              |
|                 |                                                                             |                              |   |                      |                                           |                   |                         |                         |                                     |                        |               |        |                             |              |
| A C C I D E N T | UMBRELLA LIAB                                                               |                              | X | OCCUR                | Y                                         | Y                 | EXC4279462              | 6/30/2022               | 6/30/2023                           | EACH OCCURRENCE        | \$ 10,000,000 |        |                             |              |
|                 | X                                                                           | EXCESS LIAB                  |   |                      | CLAIMS-MADE                               | 0313-4478         | 6/30/2022               | 6/30/2023               | AGGREGATE                           | \$ 10,000,000          |               |        |                             |              |
|                 |                                                                             |                              |   |                      |                                           | GVE100272502      | 6/30/2022               | 6/30/2023               |                                     |                        |               |        |                             |              |
|                 |                                                                             | DED                          |   | RETENTION \$         |                                           | 42-XSF-316137-02  | 6/30/2022               | 6/30/2023               |                                     | \$                     |               |        |                             |              |
| F B             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                               |                              |   |                      | Y                                         | 14195820          | 6/30/2022               | 6/30/2023               | X                                   | PER STATUTE            |               | OTH-ER |                             |              |
|                 | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) |                              |   | Y / N                |                                           | 014195821         | 6/30/2022               | 6/30/2023               |                                     |                        |               |        | E.L. EACH ACCIDENT          | \$ 1,000,000 |
|                 | If yes, describe under DESCRIPTION OF OPERATIONS below                      |                              |   | N                    | N / A                                     |                   |                         |                         |                                     |                        |               |        | E.L. DISEASE - EA EMPLOYEE  | \$ 1,000,000 |
|                 |                                                                             |                              |   |                      |                                           |                   |                         |                         |                                     |                        |               |        | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| A               | Pollution Liability and Professional Liability                              |                              |   | Y                    | Y                                         | PACE4279461       | 6/30/2022               | 6/30/2023               |                                     | Pollution - Per Occur  | \$1,000,000   |        | Professional - Claim        | \$1,000,000  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as Additional Insured on the General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Certificate Holder is included as Additional Insured on the Automobile policy as per endorsement number 87950. Waiver of Subrogation applies to Certificate Holder as respects the General Liability, Automobile, Workers Compensation and Excess Liability policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. General Liability and Automobile policies are primary and noncontributory pursuant to the policy's term, definitions, conditions and exclusions. Pollution Liability is on Occurrence Basis while Professional Liability is on Claims Made Basis. Policies listed above contain a 30 day Notice of Cancellation, except 10 days in the event of nonpayment.

Workers Compensation Policy #: 14195820 covers State of California only.  
See Attached...

|                                                                                                                      |                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>City of Bentonville, Wastewater Utilities<br>1901 Northeast<br>Bentonville AR 72712 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# SAMPLE

AGENCY CUSTOMER ID: DENAWAT-03

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|                                                              |           |                                                                                                                 |  |
|--------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------|--|
| AGENCY<br>Arthur J. Gallagher Risk Management Services, Inc. |           | NAMED INSURED<br>Dispatch Parent, LLC; Denali Water Solutions, LLC<br>3308 Bernice Ave<br>Russellville AR 72802 |  |
| POLICY NUMBER                                                |           |                                                                                                                 |  |
| CARRIER                                                      | NAIC CODE | EFFECTIVE DATE:                                                                                                 |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation Policy #: 014195821 covers all other States.

Excess Liability policies follow form of underlying policies as listed below:

Policy #: EXC4279462 - \$5,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.

Policy #: 0313-4478 - \$10,000,000 xs \$5,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.

Policy #: GVE100272502 - \$5,000,000 limit and is excess over Automobile and Employer's Liability only.

Policy #: 42-XSF-316137-02 - \$5,000,000 xs \$5,000,000 limit and is excess over Automobile and Employer's Liability only.

Equipment Coverage:

Policy No: IMP 1000352-01

Carrier: Transguard Insurance Company

Policy Dates: 06/30/22 - 06/30/23

Cargo Limit: \$100,000

Trailer Interchange Limit: \$85,000

Rented/Leased Equipment Limit: \$1,000,000 Scheduled Equipment: \$61,142,471

Deductible: \$50,000 each occurrence

Complete list of Named Insureds: Dispatch Parent, LLC; Terra Renewal Services, Inc.; Denali Water Solutions, LLC; Organix Recycling, LLC; Wastewater Specialties, LLC; NuTerra SE FL Organics, LLC; WeCare Denali, LLC; New Earth, LLC; Denali ROI, LLC; OR Processing, LLC; OR Composting, LLC; Ramco, Environmental, LLC; Solid Solutions, LLC; Nebo Services, LLC; Veris Environmental, LLC; AWS Dredge, LLC; Intermountain Dredge Equipment and Supply, L.C.; TerraGro Farms, LLC; Viridiun Equipment, Inc.; Organix Composting of Texas, LLC; Viridiun, LLC; Viridiun Products, LLC; Swanson Bark & Wood Products, Inc.; United Mulch & Soil Company, LLC



## EXHIBIT B

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# CITY OF BENTONVILLE SOLICITATION

## RFP-23-30-Merchandise Legal Transportation and Documented Disposal of Mechanically Dewatered, Class B Biosolids Produced at the City of Bentonville Wastewater Treatment Plant



# CITY OF BENTONVILLE

PURCHASING DEPARTMENT— (479) 271-3115 —[PURCHASING@BENTONVILLEAR.COM](mailto:PURCHASING@BENTONVILLEAR.COM)  
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14<sup>TH</sup> ST. BENTONVILLE, ARKANSAS 72712

## FOR PUBLICATION

PUBLICATION DATE: March 26, 2023

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NOTICE  
LEGAL TRANSPORTATION AND DOCUMENTED DISPOSAL OF MECHANICALLY  
DEWATERED CLASS B BIOSOLIDS  
REQUEST FOR PROPOSALS  
(RFP)-23-30

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured transportation companies for the legal transportation and documented disposal of mechanically dewatered, Class B biosolids produced at the City of Bentonville Water Resource Recovery Facility. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed five (5) years. Proposers will be required to furnish dedicated compliant disposal sites in their Proposal Submissions. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested parties can obtain the required Response Packet by emailing [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com), by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication

**The deadline for submission of a Proposal in response to this request is April 20, 2023 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14<sup>th</sup> Street Bentonville, AR 72712, on the 2<sup>nd</sup> Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com). The deadline for questions to be submitted regarding this Request is April 14, 2023 at 4:30 PM CST.

Department Responsible for Advertising Costs: Administration



**CITY OF BENTONVILLE, ARKANSAS**  
PURCHASING DEPARTMENT  
2<sup>ND</sup> FLOOR ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> ST  
BENTONVILLE, ARKANSAS 72712  
**RFP-23-30**

**REQUEST FOR PROPOSAL**

| SOLICITATION INFORMATION |                                                                                                                                                          |                   |                       |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|
| Proposal Number:         | <b>RFP-23-30</b>                                                                                                                                         | Date of Issuance: | <b>MARCH 26, 2023</b> |
| Brief Description:       | Legal transportation and documented disposal of mechanically dewatered, Class B biosolids produced at the City of Bentonville Wastewater Treatment Plant |                   |                       |
| Agency:                  | The City of Bentonville, Water Resource Recovery Department                                                                                              |                   |                       |

| SUBMISSION DEADLINE FOR RESPONSE                                                                                                                                                                                                                                                                                                                                                                          |                       |                                             |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------------|-------------------|
| <b>Proposal Submission Deadline: (Date)</b>                                                                                                                                                                                                                                                                                                                                                               | <b>APRIL 20, 2023</b> | <b>Proposal Submission Deadline: (Time)</b> | <b>4:00PM CST</b> |
| Proposals must be received by the Purchasing Department prior to 4:00 P.M. on APRIL 20, 2023. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected. |                       |                                             |                   |

| DELIVERY OF RESPONSE DOCUMENTS                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Delivery Address:<br>*Prospective vendors assume all risk for timely, properly submitted deliveries. | City of Bentonville Administrative Services Building<br>Attn: Purchasing Department – 2 <sup>nd</sup> Floor<br>1000 SW 14 <sup>th</sup> ST<br>Bentonville, Arkansas 72712                                                                                                                                                                                                                                                         |
| Proposal's Outer Packaging:                                                                          | Outer packaging must be sealed and properly marked with the following information: <ul style="list-style-type: none"><li>• Proposal Number: <b>RFP-23-30</b></li><li>• Vendor's name and return address</li></ul> Proposals which must be opened to be identified will be considered incomplete and may be rejected.                                                                                                              |
| Number of Copies for Submission:                                                                     | <b>(1) One signed original</b> of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted. |

| CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION                                                                                                                                                                                        |                 |                     |                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------|--------------------------------------------------------------------------------------------------------|
| Purchasing Manager:                                                                                                                                                                                                                                        | Gladys Shoemake | Purchasing Email:   | <a href="mailto:purchasing@bentonvillear.com">purchasing@bentonvillear.com</a>                         |
| Purchasing Phone Number:                                                                                                                                                                                                                                   | (479) 271-3115  | Purchasing Address: | Administrative Services-2 <sup>nd</sup><br>Floor 1000 SW 14 <sup>th</sup> St.<br>Bentonville, AR 72712 |
| <b>Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is <b>APRIL 14 , 2023 at 4:30 P.M.</b></b> |                 |                     |                                                                                                        |



**CITY OF BENTONVILLE, ARKANSAS**  
PURCHASING DEPARTMENT  
2<sup>ND</sup> FLOOR ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> ST  
BENTONVILLE, ARKANSAS 72712  
**RFP-23-30**

## EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA (REQUIRED RESPONSE FORM)

### EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

|                                                   |               |             |        |
|---------------------------------------------------|---------------|-------------|--------|
| NAME OF FIRM:                                     | PHONE NUMBER: | FAX NUMBER: | EMAIL: |
| BUSINESS STREET ADDRESS:                          | CITY:         | STATE:      | ZIP:   |
| SIGNATURE OF AUTHORIZED PERSON:                   |               | DATE:       |        |
| PRINTED OR TYPED NAME:                            |               | TITLE:      |        |
|                                                   |               |             |        |
| ARKANSAS SALES OR USE TAX NUMBER (if applicable): |               |             |        |
| Motor Carrier (MC) Number:                        |               |             |        |

### ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

| Addendum Number | Initials to Acknowledge |
|-----------------|-------------------------|
| _____           | _____                   |
| _____           | _____                   |
| _____           | _____                   |
| _____           | _____                   |
| _____           | _____                   |
| _____           | _____                   |



**CITY OF BENTONVILLE, ARKANSAS**  
PURCHASING DEPARTMENT  
2<sup>ND</sup> FLOOR ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> ST  
BENTONVILLE, ARKANSAS 72712  
**RFP-23-30**

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# SUMMARY: SERVICES & DEADLINES

## SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured transportation companies for the legal transportation and documented disposal of mechanically dewatered, Class B biosolids produced at the City of Bentonville Water Resource Recovery Facility. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed five (5) years.

### **Interested in submitting?**

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
  - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 2 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

## **DEADLINES:**

**B** Advertisement Published, Requesting Proposals: March 26, 2023

**B** **Deadline to Submit Questions: April 14, 2023 (4:30PM CST)**

**B** **Deadline to Submit Proposals: April 20, 2023 (4:00PM CST)**

*\*The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.*

**PROPOSALS CANNOT BE EMAILED.**

*The City reserves the right to award the Contract in its best interest.*



**CITY OF BENTONVILLE, ARKANSAS**  
PURCHASING DEPARTMENT  
2<sup>ND</sup> FLOOR ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> ST  
BENTONVILLE, ARKANSAS 72712  
**RFP-23-30**

# SCOPE OF WORK

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured transportation companies for the legal transportation and documented disposal of mechanically dewatered, Class B biosolids produced at the City of Bentonville Water Resource Recovery Facility.

- Class B Biosolids are a by-product of the wastewater treatment process. The City dewateres Class B biosolids to a solid content of between 14% and 25% using a PWTech Screw Press. Solids contain Liquid Polymer added before the screw press to facilitate the mechanical dewatering process. The biosolids may also contain Aluminum Sulfate, used to precipitate Phosphorus from the treated water.
- The awarded Proposer will be required to provide proof of insurance and operating authority, as described herein.
- The term of the contract with the awarded Proposer shall be one (1) year. Upon mutual written agreement, the contract may be renewed annually in one (1) year increments for a maximum total term of five (5) years. Should the City and the awarded Proposer agree to renew, there shall be no change in terms and conditions or pricing.
- All origin loading shall be in the City of Bentonville, Arkansas.
- The awarded Proposer is not permitted to subcontract any part of the services described herein at any time.
- Laboratory analysis of the solids are available upon request. SDS sheets for the liquid polymers are available upon request.
- The City estimates up to 4,000 (four thousand) tons of dewatered solids per year may require transportation and disposal by the Proposer.
- Due to the varying amounts of solids produced by the City, the Proposer shall be capable of transporting and disposing of up to fifteen (15) trailer loads of solids per week.
- The awarded Proposer will be required to sign a binding contract with the City of Bentonville.
- The actual amount of hauled solids produced may vary from week to week or season to season. The Proposer should also be aware that there will be periods during the year when the City will have no solids available for disposal and, therefore, transportation and disposal services would not be required during those times.

## Description of Work

- The Proposer shall provide covered, leak proof end dump or side dump trailers with a capacity of at least twenty (20) cubic yards to transport the biosolids to a disposal site.
- Any disposal site that the Proposer uses to dispose of the biosolids must be meet all local, state and federal government regulations for accepting this material.
- The City will be responsible for loading the solids into the trailer provided by the Proposer. The biosolids will be in cake form with a solids content of between 14 percent (%) and 25 percent (%).
- The City shall be responsible for any damage to the provided trailer that is proven to be directly caused by the City. All claims of damage shall be conveyed in writing between the City and the awarded Proposer.
- The awarded Proposer shall abide by DOT weight limitations to determine the maximum weight.
- No trailers shall be left at the Water Resource Recovery Facility; all loaded material shall be hauled the same day as loading.
- The Proposer shall be responsible for maintaining insurance on the trailers at all times and will be required to provide proof of all insurances upon City's request at any time.



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BENTONVILLE, ARKANSAS 72712  
**RFP-23-30**

- The Proposer shall be responsible for transporting the solids to the designated disposal site(s), disposing of the solids and returning the empty trailer to Bentonville's Water Resource Recovery Facility as needed.
- The Proposer shall provide a trailer, as specified, within three working days (72 hours) of being notified, by phone or other means, by the City that a trailer is needed to transport solids. If required, the Proposer shall be responsible for returning the empty trailer to the City's Water Resource Recovery Facility within one working day (24 hours) after pick up. The trailer shall be returned completely empty. If any solids are present in the returned trailer it will not be accepted and the Proposer shall provide another empty trailer for the City to use.
- The loading and the pick-up of the trailers shall occur during the normal working hours of the Water Resource Recovery Facility of 7:30am to 4:00pm Monday through Friday, unless special circumstances occur and are pre-approved by the City.
- Once a trailer is loaded by the City, fully or partially, there shall be no cancellations for the removal of the loaded trailer and the legal transportation and documented disposal of the biosolids. Any cancelled trucks shall be recovered within twenty-four (24) hours of the original load date.
- The Proposer shall be responsible for choosing the permitted disposal site(s). Proposers shall include the list of dedicated compliant disposal sites that will be used for this Contract in their Proposal Submission. This information is required for the City's evaluation of the Proposals and will be required throughout the Contract for the City's annual EPA reporting. Any change or deviation from the original list of proposed sites either before the awarded Contract or during the Contract Term requires pre-approval from the City that the change site is compliant and accepted. Failure to accurately report sites or any changes in the sites will be grounds for termination of the Contract.
- All associated disposal costs, fees, permits and taxes shall be the responsibility of the Proposer. The Proposer may utilize any method of disposal that is legally acceptable in accordance with federal, state and local laws and regulations including, but not limited to: a permitted dedicated disposal site, a landfill site, permitted land application, or for the permitted processing of other use. Means and methods shall conform to all permit restrictions and conditions.
- The Proposer shall assume all responsibility for the safe handling, transportation and disposal of the biosolids and shall take full title and ownership of all material(s) once the loaded trailer departs the City's Water Resource Recovery Facility.
- Spillage or tracking of the biosolids off site is prohibited. The Proposer shall be solely responsible for the prompt cleanup of any such spills. In the event of an off-site spill, the Proposer shall notify the City of Bentonville immediately with the location and amount of solids spilled. The City shall then notify state regulatory authorities. The Proposer will be responsible for all clean-up costs and/or fines associated with any off-site spill. The City of Bentonville reserves the right to inspect the site of the spill before and after the cleanup.

To determine the weight of solids hauled and disposed of for each load, the empty trailer shall first be weighed (tared) using a certified truck scale. The loaded trailer shall be weighed again using the same truck scale (gross); subtracting the tare weight from the gross weight shall determine the net weight amount hauled and disposed of for that load. Weight tickets shall be provided to the City for verification.



**CITY OF BENTONVILLE, ARKANSAS**  
PURCHASING DEPARTMENT  
2<sup>ND</sup> FLOOR ADMINISTRATIVE SERVICES BUILDING  
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BENTONVILLE, ARKANSAS 72712  
**RFP-23-30**

# Required Response Information

Responses to this Request for Proposals are required to, but are not limited to include the following information:

## **1. General Requirements:**

Demonstrate the qualifications, competence and capacity of the transportation company seeking to perform the services listed herein and provide the necessary items to do so and as requested.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

## **2. References for Similar Engagements:**

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed. References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

## **3. Insurance:**

The Proposer shall provide proof in their submission that the Proposing transportation company maintains the following insurances:

- Workers Compensation
  - State = Statutory
  - Applicable Federal (e.g USL&H) = Statutory
  - Employer's Liability = \$2,000,000.00 Each Accident
- Comprehensive or Commercial General Liability

Combined Single Limit:

- Bodily Injury and Property Damage = \$2,000,000.00 Each Accident
  - Pollution Liability Insurance
  - \$1,000,000.00 Each Occurrence

## **4. Proposed Method of Doing Work**

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention to demonstrating their ability to properly transport and dispose of the product, as specified in this RFP.

**All Proposals must include a list of the dedicated compliant disposal sites** that will be used under the awarded Contract. This information is required for the City's evaluation of the Proposals and will be required throughout the Contract for the City's annual EPA reporting.

## **5. Proposed Cost of Performing Services:**

The Proposed Cost of Performing the services, as specified herein, shall be conveyed only in WET TON (e.g. \$0.XXX) per wet ton. All costs shall be conveyed rounded to the nearest cent.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.



**CITY OF BENTONVILLE, ARKANSAS**  
PURCHASING DEPARTMENT  
2<sup>ND</sup> FLOOR ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> ST  
BENTONVILLE, ARKANSAS 72712  
**RFP-23-30**

## EVALUATION FACTORS

**Proposers should address each of these factors in their Submission for the Committee's review when ranking.**

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

**Point Value: 20**

### **1. Response**

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.

**Point Value: 20**

### **2. Qualifications: Experience, Competence and Capacity**

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. Proposers should use this opportunity to convey to the City that they have the capacity for the disposal of the Class B biosolids at the approximate volumes stated herein.
- Proposer's should provide past experience, including but not limited to:
  - Services provided within the last three (3) years, including information about the frequency of the service.
  - References for whom the Proposer has provided the same or similar services.
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.

**Point Value: 25**

### **3. Method of Doing Work**

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.

**Point Value: 20**

### **4. Disposal Capacity**

- The capacity and ability that the Proposer has to realistically meet the transportation and disposal requirements, as outlined herein.

**Point Value: 15**

### **5. Price**

- The Proposed Cost of Services, as described herein.
- The Proposed Cost of Services must only be conveyed by PER WET TON. Deviation from using this unit of measure (per wet ton) may be considered failure to be responsive and the Proposal may be rejected.



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BENTONVILLE, ARKANSAS 72712  
**RFP-23-30**

## TERMS & CONDITIONS

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1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
  - **RFP Number:** RFP-23-30
  - **Proposer's Information:** Name and address

**No telephone, electronic, or facsimile Proposals will be considered.**

4. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

There are no Proposal format restrictions, except as stated herein.

5. The City reserves the right to:
  - Reject any and all Proposals received as a result of this RFP.
  - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
  - Adopt all or any part of the Proposal.
  - Negotiate changes in the scope of work or services to be provided.
  - Withhold the award of contract.
  - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.

8. All Proposals and other materials submitted shall become the property of the City.



**CITY OF BENTONVILLE, ARKANSAS**  
PURCHASING DEPARTMENT  
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9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The term of the awarded Contract is one (1) year, renewable annually upon mutual written consent for a total maximum term of five (5) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract at the May 9, 2023 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.



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BENTONVILLE, ARKANSAS 72712  
**RFP-23-30**

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

**22. Proposer Qualifications:** The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

**23. Cancellation/Rescheduling:** The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to pick up material as specified. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

**24. Taxes and Other Costs:** The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

**25. Copyrights:** By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.

*[End of RFP Response Packet]*



## EXHIBIT C

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## CONTRACTOR'S CERTIFICATE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2023

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).

|                                                                                                                                |                                                                                                                              |                                       |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, LLC<br>1490 Market Street<br>Suite 3<br>Lake Charles LA 70601 | <b>CONTACT</b><br>NAME: Myra Clayton, CIC CISR<br>PHONE (A/C, No, Ext): 337-289-5048<br>E-MAIL ADDRESS: Myra_Clayton@ajg.com | <b>FAX</b><br>(A/C, No): 866-421-2655 |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                           |                                                                                                                              | <b>NAIC #</b>                         |
| INSURER A: Colony Insurance Company                                                                                            |                                                                                                                              | 39993                                 |
| INSURER B: National Union Fire Insurance Company of Pittsburg                                                                  |                                                                                                                              | 19445                                 |
| INSURER C: Allied World Assurance Co (U.S.) Inc.                                                                               |                                                                                                                              | 19489                                 |
| INSURER D: Gemini Insurance Company                                                                                            |                                                                                                                              | 10833                                 |
| INSURER E: National Fire & Marine Insurance Co                                                                                 |                                                                                                                              | 20079                                 |
| INSURER F: Granite State Insurance Company                                                                                     |                                                                                                                              | 23809                                 |

License#: BR-724491  
DENAWAT-03**COVERAGES****CERTIFICATE NUMBER: 706361103****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                | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                         | Y         | Y        | PACE4279461                                                 | 6/30/2022                                        | 6/30/2023                                        | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$25,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B                | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> MCS-90 | Y         | Y        | 5717880                                                     | 6/30/2022                                        | 6/30/2023                                        | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| A<br>C<br>D<br>E | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                          | Y         | Y        | EXC4279462<br>0313-4478<br>GVE100272502<br>42-XSF-316137-02 | 6/30/2022<br>6/30/2022<br>6/30/2022<br>6/30/2022 | 6/30/2023<br>6/30/2023<br>6/30/2023<br>6/30/2023 | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000<br>\$                                                                                                                                                                              |
| F<br>B           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                  | Y/N<br>N  | Y<br>N/A | 14195820<br>014195821                                       | 6/30/2022<br>6/30/2022                           | 6/30/2023<br>6/30/2023                           | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                    |
| A                | Pollution Liability and Professional Liability                                                                                                                                                                                                                                                                                                 | Y         | Y<br>Y   | PACE4279461                                                 | 6/30/2022                                        | 6/30/2023                                        | Pollution - Per Occur \$1,000,000<br>Professional - Claim \$1,000,000                                                                                                                                                                     |

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

Certificate Holder is included as Additional Insured on the General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Certificate Holder is included as Additional Insured on the Automobile policy as per endorsement number 87950. Waiver of Subrogation applies to Certificate Holder as respects the General Liability, Automobile, Workers Compensation and Excess Liability policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. General Liability and Automobile policies are primary and noncontributory pursuant to the policy's term, definitions, conditions and exclusions. Pollution Liability is on Occurrence Basis while Professional Liability is on Claims Made Basis. Policies listed above contain a 30 day Notice of Cancellation, except 10 days in the event of nonpayment.

Workers Compensation Policy #: 14195820 covers State of California only.  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14TH ST  
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BENTONVILLE AR 72712

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

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|                                                                    |                  |                                                                                                                        |  |
|--------------------------------------------------------------------|------------------|------------------------------------------------------------------------------------------------------------------------|--|
| <b>AGENCY</b><br>Arthur J. Gallagher Risk Management Services, LLC |                  | <b>NAMED INSURED</b><br>Dispatch Parent, LLC; Denali Water Solutions, LLC<br>3308 Bernice Ave<br>Russellville AR 72802 |  |
| <b>POLICY NUMBER</b>                                               |                  | <b>EFFECTIVE DATE:</b>                                                                                                 |  |
| <b>CARRIER</b>                                                     | <b>NAIC CODE</b> |                                                                                                                        |  |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation Policy #: 014195821 covers all other States.

Excess Liability policies follow form of underlying policies as listed below:

Policy #: EXC4279462 - \$5,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.

Policy #: 0313-4478 - \$10,000,000 xs \$5,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.

Policy #: GVE100272502 - \$5,000,000 limit and is excess over Automobile and Employer's Liability only.

Policy #: 42-XSF-316137-02 - \$5,000,000 xs \$5,000,000 limit and is excess over Automobile and Employer's Liability only.

Equipment Coverage:

Policy No: IMP 1000352-01

Carrier: Transguard Insurance Company

Policy Dates: 06/30/22 - 06/30/23

Cargo Limit: \$100,000

Trailer Interchange Limit: \$85,000

Rented/Leased Equipment Limit: \$1,000,000 Scheduled Equipment: \$61,142,471

Deductible: \$50,000 each occurrence

Complete list of Named Insureds: Dispatch Parent, LLC; Terra Renewal Services, Inc.; Denali Water Solutions, LLC; Organix Recycling, LLC; Wastewater Specialties, LLC; NuTerra SE FL Organics, LLC; WeCare Denali, LLC; New Earth, LLC; Denali ROI, LLC; OR Processing, LLC; OR Composting, LLC; Ramco, Environmental, LLC; Solid Solutions, LLC; Nebo Services, LLC; Veris Environmental, LLC; AWS Dredge, LLC; Intermountain Dredge Equipment and Supply, L.C.; TerraGro Farms, LLC; Viridiun Equipment, Inc.; Organix Composting of Texas, LLC; Viridiun, LLC; Viridiun Products, LLC, Swanson Bark & Wood Products, Inc., United Mulch & Soil Company, LLC

RE: RFP-23-30