



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

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: May 21st, 2024

New Business

1. Resolution – RFP 24-10 – Jacob’s Engineering & Water SCADA – Donald Schmidt
(pages 2-46)
2. Resolution – IFB 24-27 – IDIQ Water and Sewer Maintenance – Donald Schmidt
(pages 47-175)
3. Ordinance – Update to Terms and Conditions of Service – Gary Wilson – (pages 176-212)
4. Ordinance – Transformer Purchase – Travis Matlock, PE – (pages 213-214)
5. WRRF Discussion – Cost and ARNC Loan/Bond
6. Storm Discussion - update
7. Adjournment



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Donald Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to enter into an Agreement with Jacob's Engineering Group, Inc for RFP-24-10
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an Agreement with Jacob's Engineering Group, Inc. for RFP-24-10 as a result of their submission to the City's Request for Proposal. This agreement is for the design and implementation of VTScada at the I St pump station in the amount of \$117,404.83. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The project will include upgrading our existing SCADA HMI software from AVEVA Wonderware to VTScada. This upgrade will improve the functionality, graphics and signals of our SCADA system, giving us better trend information and improved control over the pump station and tank sites. Jacob's Engineering Group, Inc was selected following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with state law.
Amount for Approval:	\$ 117,404.83

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

The project will be funded out of GL accounts 503020-43210 (Professional Services) and 503020-43310 (SCADA HMI Software)

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Professional Civil Engineering Services for the VTScada by Trihedral Implementation and Integration Services for City of Bentonville Water Utility Department (BWU) ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Jacobs Engineering Group Inc., hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____ day of _____, 20____ ("EFFECTIVE DATE").

RECITALS:

- A. WHEREAS, the CITY has a need for professional civil engineering services for the implementation and integration of the VTScada software by Trihedral; and
- B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT in accordance with the City's Purchasing Policy; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

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

PROFESSIONAL SERVICE AGREEMENT, CITY OF BENTONVILLE, ARKANSAS

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A, "Proposal and Scope of Work", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX A, "Proposal and Scope of Work", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX A, more specifically according to the "Fee Schedule Summary" Table.
- C. The cost of this AGREEMENT shall not exceed \$117,404.83 without approval by the Bentonville Utility Board and Bentonville City Council.
- D. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT and approved by CITY.
- E. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.

PROFESSIONAL SERVICE AGREEMENT, CITY OF BENTONVILLE, ARKANSAS

- F. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.
- G. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- H. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

- A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. Provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. Provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

- C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.
- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.

- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANT's for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANT's.
- F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

- A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.
- C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed in accordance with terms and conditions of this Agreement to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.

- C. If, for whatever reason adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. NOT USED

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

PROFESSIONAL SERVICE AGREEMENT, CITY OF BENTONVILLE, ARKANSAS

ARTICLE XV - OPINIONS OF PROBABLE COST

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.
- B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

PROFESSIONAL SERVICE AGREEMENT, CITY OF BENTONVILLE, ARKANSAS

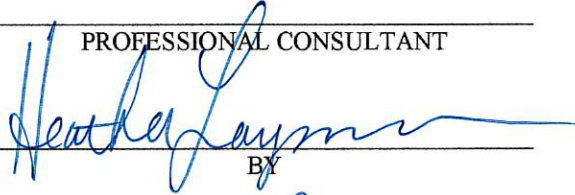
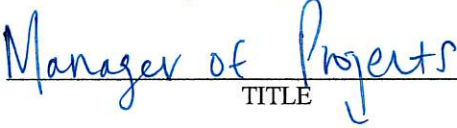
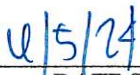
ARTICLE XX – ENTIRE AGREEMENT

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

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed ONE HUNDRED SEVENTEEN THOUSAND, FOUR HUNDRED AND FOUR DOLLARS AND EIGHTY-THREE CENTS (\$117,404.83)**, unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

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

CITY OF BENTONVILLE	JACOBS ENGINEERING GROUP INC.
_____ CITY	_____ PROFESSIONAL CONSULTANT
_____ BY	 _____ BY
MAYOR	 _____ TITLE
_____ DATE SIGNED	 _____ DATE SIGNED

APPENDIX A

PROPOSAL AND SCOPE OF WORK

Scope of Services and Fee Proposal Summary
Jacobs Engineering Group Inc.
VTScada by Trihedral Integration and Implementation
Bentonville, Arkansas
RFP 24-10

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, capacity and performance requirements, and any budgetary limitations.
- Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Pay the ENGINEER in accordance with the mutually acceptable terms in an agreement.

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

SERVICES BY THE ENGINEER

- Meet the requirements of mutually acceptable terms and conditions in an agreement.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Engineer shall provide the following services:
 - 1) Conduct a Project Initiation Meeting with the Owner and develop a Project Execution Plan to distribute to all meeting participants.
 - 2) Develop a Schedule of Project Deliverables
 - 3) Procure VTScada
 - 4) Collaborate with owner in two (2) workshop settings to provide configuration samples of graphic templates, color schemes, control faceplates, security levels, tagname structures, assign users and security groups, custom trends, custom reports, alarm priorities, and remote alarm callout preferences for client input and selection.
 - 5) Perform VTScada integration and implementation including backend configuration and up to:
 - (a) creation of 1000 tags
 - (b) 23 full page graphics
 - (c) 7 popup page graphics
 - (d) 9 widget graphics



- 6) Perform on-site installation of VTScada software on existing servers for connection to the existing SCADA network, creation of USB copy of VTScada application for offsite storage.
- 7) Transfer of archived Wonderware data to VTScada
- 8) Conduct 3-hour on-site training session to familiarize staff with navigation, security controls, alarms and events, ad-hoc trending, reporting, remote alarm notification, and troubleshooting.
- 9) Remote support as-needed for the first year after implementation.
- 10) Support for annual subscription renewal.

ASSUMPTIONS

- CITY will provide one dedicated workstation.
- CITY will provide all networking and configurations.
- CITY will provide analog phone line for dial out using voice as needed for remote alarm notifications.
- CITY will provide internal Email Server for using client's email system for SMS and Email alerts as needed for remote alarm notifications.
- CITY will provide internet Access for using Gmail or similar system for SMS and Email alerts as needed for remote alarm notifications.
- Scope of services does not include 3D graphics.
- Remote support and support for annual subscription renewals will be provided on a time and material basis at the hourly rates shown in the included table.

Scope of Services and Fee Proposal Summary
 Jacobs Engineering Group Inc.
 VTScada by Trihedral Integration and Implementation
 Bentonville, Arkansas
 RFP 24-10

	Role Hourly Rate	Project Manager \$218	Project Engineer \$139	Project Lead \$224	QC Engineer \$205	Senior Engineer \$244	Total Hours	Total Cost
Task 1. Project Initiation								
Conduct a project initiation meeting with Owner to develop schedule, distribute to all meeting participants		6	3	2	0	0	11	\$2,172
Task 2. Configuration								
Site Visit and Workshop #1- Conduct Initial site visit & backup existing Wonderware application, submit hardware and software components for approval, on-site discussion of examples of high-performance colors, control faceplates, graphical style, navigation, tagnames, header/footer bars, and meeting summaries		4	16	2	0	0	22	\$3,540
Workshop #2- Discussion of examples of alarm tag priorities and custom alarm sounds, trends and mini-graphs, Security groups/assigned privileges, user list, remote alarm notification settings, custom trends and reports, and meeting summaries		3	4	2	0	0	9	\$1,657
Create and submit initial draft graphics presented during workshops for review		6	32	2	0	4	44	\$7,174
Task 3. VTScada Programming & Integration								
Depending on outcome of Workshops #1 and #2, create and submit final graphics for review, including:								
Creation of 1000 tags		2	40	3	2	1	48	\$7,315
Backend Configuration		1	20	2	2	1	26	\$4,097
23 Full Pages		4	194	8	2	1	209	\$30,247
7 Popup Pages		3	48	2	2	1	56	\$8,420
9 Widgets		3	18	2	2	1	26	\$4,255
Task 4. Implementation								
On-site installation of VTScada software on existing servers for connection to the existing SCADA network, creation of USB copy of VTScada application for offsite storage		10	100	12	2	2	126	\$19,645
Task 5. Training & Punchlist								
3-hour on-site training session to familiarize staff with navigation, security controls, alarms and events, ad-hoc trending, reporting, remote alarm notification, and troubleshooting, transfer of archived data		4	20	3	0	0	27	\$4,319
Completion of punchlist items		3	12	0	0	0	15	\$2,320
Total I		49	487	40	12	11	599	\$ 95,160
Reimbursable Expenses								
Item						Total		
VTScada Procurement (5% discount included)						\$18,045		
Travel						\$4,200		
Total						\$22,245		
Total Project Expense								
VTScada Procurement, Implementation, and Integration						\$117,404.83		
Other Expenses not Included in Lump Sum								
VTScada Annual Subscription						2,849.25		

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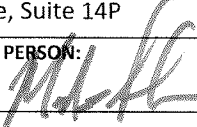


CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

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 (Must match W-9): Jacobs Engineering Group Inc.	PHONE NUMBER: 479-595-9844	EMAIL: jessica.hart@jacobs.com
BUSINESS STREET ADDRESS: 70 N. College Avenue, Suite 14P	CITY: Fayetteville	STATE: ZIP: Arkansas 72701
SIGNATURE OF AUTHORIZED PERSON: 	DATE: Feb 7, 2024	
PRINTED OR TYPED NAME: Mark Asher	TITLE: Authorized Representative	
ARKANSAS SALES OR USE TAX NUMBER (if applicable): 95-4081636		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
Addendum No. 1, January 26, 2024	



A. Cover Letter

February 7, 2024

City of Bentonville Administrative Services Building
Attn: Purchasing Department – 2nd Floor
1000 SW 14th St.
Bentonville, Arkansas 72712

Jacobs

70 N. College Avenue, Suite 14P
Fayetteville, AR 72701
www.jacobs.com

Subject: VTScada by Trihedral Implementation and Integration; RFP-24-10

Dear Members of the Selection Committee,

Jacobs welcomes the opportunity to continue our partnership with the City of Bentonville (City). Developing a central supervisory control and data acquisition (SCADA) system requires a team with comprehensive experience in all phases of SCADA system planning, implementation, and ongoing maintenance. Our dedicated SCADA team members bring to this project VTScada experience, regional knowledge, appropriately skilled expertise, and a firm commitment to optimize the efficiency of the City's system, both today and in the future. Jacobs is the RIGHT partner to deliver a successful project to help the City develop the best SCADA system in the country:

- A dedicated project team with VTScada certification and experience providing similar services to governmental clients throughout the U.S. Our team members have devoted their careers to working on SCADA projects, including VTScada, and will bring their specialized insights and problem-solving ability to the City's VTScada project to help you better understand what your system is capable of and produce an appropriately scaled architecture to meet your needs.
- To provide collaborative development testing and training, Jacobs has dedicated in-house SCADA labs throughout the U.S., including Birmingham and Orlando. Our labs are multi-function facilities that are used for facility automation and industrial control systems programming, physical assembly of client HMI server layer hardware, software development, implementation and program testing, and client automation training.
- Recent innovation and technology experience, including VTScada, to ensure the right solution for the City. SCADA upgrades are complicated and require a partner who brings hands-on experience. Our experience gives us the ability to provide the City with perspectives on current industry trends in data integration and analytics, including turn-key experience with cyber security, computerized maintenance management systems (CMMS), digital twin models, disaster recovery, real-time reporting, energy management and process instrumentation optimization.
- A time-tested and collaborative approach to meet your goals. We utilize a phased, methodical approach where we will review all aspects of the existing SCADA system in partnership with the City and will provide alternatives and potential recommendations to meet the VTScada system goals, delivering a cohesive strategy for designing and retrofitting an existing system with the latest innovative technology solutions.

As a true partner with the City, we are vested in the success of your system throughout its lifecycle. The Jacobs team is uniquely qualified to not only plan, design, and construct retrofits to your existing system, we also have a full range of expertise to keep your system operating at its optimal capacity well into the future. If you have questions over the information contained in our qualifications package, please contact Jessica Hart at Jessica.Hart@jacobs.com, (479) 595-9844. Let's get started!

Sincerely,

Jessica Hart, PE | Project Manager
Jessica.Hart@jacobs.com | (479) 595-9844

Mark Asher, PE | Authorized Representative
Mark.Asher@jacobs.com | (501) 837-5639

B. Method of Doing Scope of Work

Summary

We offer the City a time-tested and collaborative approach to meet your goals. We utilize a phased, methodical approach where we will review all aspects of the existing SCADA system in partnership with the City and will provide alternatives and potential recommendations to meet the SCADA system goals for providing a cohesive strategy for designing and retrofitting an existing system with the latest innovative technology solutions.

Automation is an increasingly important tool for utilities to reduce operating costs and improve regulatory compliance and quality. Automation significantly impacts project success – nothing works until the controls system works.

Jacobs assists our clients to digitally enable people, processes, and assets for positive outcomes

- Proven delivery of all phases of control system upgrades, from planning and standards development through construction/start-up.
- Integration of electrical and I&C design engineers into our automation projects to deliver designs adhering to industry best practices.
- Familiarity with programming and standards development for all major brands of PLC and HMI systems. Jacobs is a recognized System Integrator for most leading automation products and has numerous certified programmers on staff.
- In-house resources for cyber security, physical security, information technology, and networks develop safe, secure, and robust designs to support our client's most critical infrastructure.
- A cyber security team skilled in applying industry best practices working with the Department of Homeland Security.
- Expertise in wireless technology, telemetry, and cellular technologies to design secure connections to remote critical assets.

Proposed Method of Doing Work

As a top-ranked design firm, we can help the City to understand “from the inside out” what control processes and functions are needed and why to provide a state-of-the-art system.

Our integration of process knowledge and automation helps us design smarter systems that get you better results at lower costs.

The Jacobs team offers a full-service delivery organization for SCADA systems, with staff skills that include master planning, standards development, SCADA network communications, radio and wireless communication, detailed hardware design, programmable logic controller (PLC)/human-machine interface (HMI) programmers, construction staff and instrumentation, operational, and cyber security experts.

Our services include planning, design, programming, testing, implementation, and turnkey build commissioning services. Our practical, hands-on experience in VTScada implementation will enable us to work with you to:

- Determine the best means to integrate with SCADA and GIS to better drive maintenance and support monitoring and alarming.
- Assess the current infrastructure design to provide recommendations for streamlining processes and scalability.
- Educate City staff on new features and technology capabilities that promote operational efficiency.
- Provide the true costs of implementing recommended improvements.

Our implementation team will participate in planning activities so that our costs and recommendations are accurate and built on a solid understanding of pragmatic constructability and maintenance.

Procurement and Contracting Process and Requirements

The City is currently using AVEVA Wonderware HMI for pump station monitoring and control of a pump station, water towers, and associated instrumentation. The City will provide two SCADA servers and VTScada development plus runtime (1,000 tags) software with Unlimited Thin Clients for replacement of the existing Wonderware servers. The City will provide one workstation for use with the Unlimited Thin Clients license. VTScada programming and startup services will be provided by Jacobs to convert the existing pump station from Wonderware to the latest supported version of VTScada.

A 2-hour kickoff meeting will be conducted to review the scope of work, project goals, and anticipated timeline in detail. Following the kickoff meeting, a site visit may be required to gather information on the existing SCADA system and collect backups of the application for review. The Wonderware application will be used as a reference while leveraging VTScada features and capabilities to construct a system tailored to the City's specific needs. Data visibility, correlation, and analysis are vital to improving operational awareness.

Meeting with the City

A 2-hour kickoff meeting will be conducted to review the scope of work, project goals, and anticipated timeline in detail.

Configuration Process – Workshops & Startup

A minimum of two, 2-hour virtual HMI workshops will be hosted by Jacobs to provide configuration samples of graphic templates (widgets), color schemes, control faceplates, security levels, and tagname structures for client input and selection. Additional meetings or discussions will be facilitated to assign users and security groups, develop 10 custom trends, 5 custom reports, alarm priorities, and remote alarm callout preferences. Examples of high-performance and hybrid graphics will be provided for discussion. Mini-trend and graph options will be explored, including VTScada spark lines, spider graphs, and the analog bar/indicator widget. 3D graphics development is not included unless specified in the scope of work.

VTScada by Trihedral Implementation & Integration

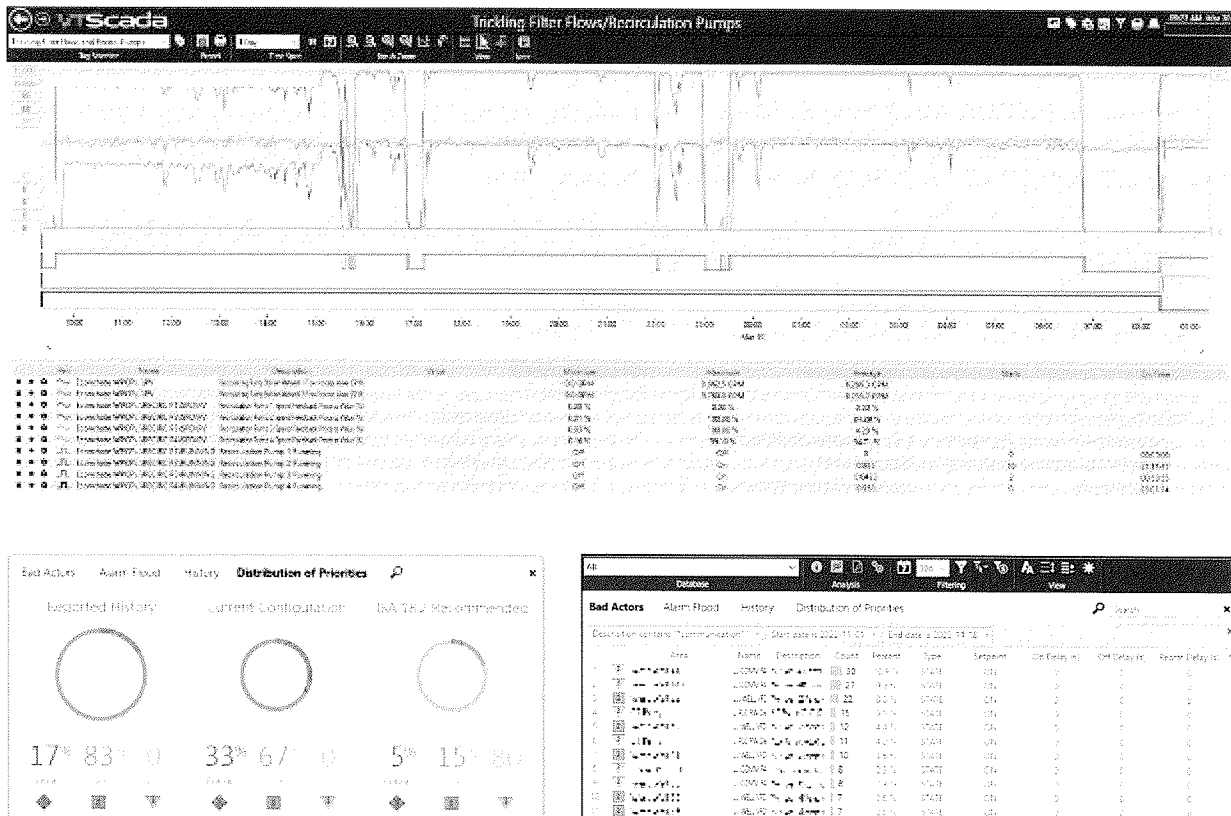
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Startup will consist of onsite installation of VTScada software on existing servers for connection to the existing SCADA network. The existing Wonderware and new VTScada HMI will run side-by-side during initial checkout to visually validate and compare data, using a spreadsheet of the VTScada tagnames for verification of status signals. Once all status signals are confirmed, control signals will be validated. The Wonderware servers will be powered off and turned over to the City after testing is complete and punchlist items are resolved.

Implementation & Training Process

Implementation strategy will vary based on existing network infrastructure provided by the City. The City's IT department will handle all application security. Email and SMS alarm notification will be implemented if the City provides firewalled internet access to a public email service (Gmail, etc.) or an internal business email system. Voice notification will be implemented if the City has analog phone service available (POTS line).

Training will be provided in-person by the VTScada programmer and can be video recorded by the City if desired. A 3-hour session will be provided to familiarize staff with navigation, security, controls, alarms and events, ad-hoc trending, reporting, remote alarm notification, and troubleshooting. VTScada-specific features, including alarm shelving, bad-actors list, and operator notes, will be covered as well.



Birmingham SCADA Lab

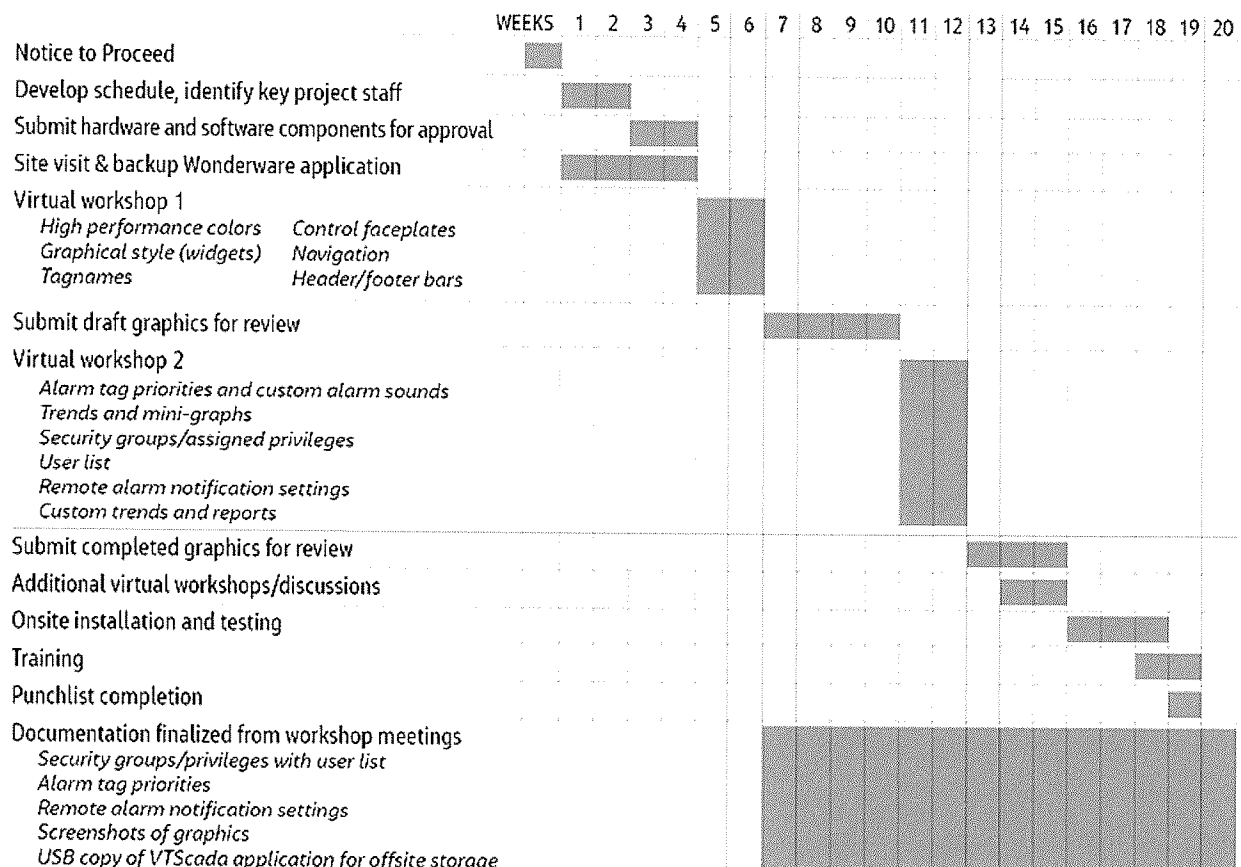
The Jacobs Birmingham-based SCADA team, Design Lead, Chris Harris, PE and HMI Programmer, Daniel Mote, will be accessible to the City. In addition, our Fayetteville-based Project Manager, Jessica Hart, PE will be available to our team to offer onsite support as needed. Housed within that office is a SCADA Lab, which provides the ability to program and fully test your system prior to deployment. Test servers are in a virtual environment hosted on a local Nutanix cluster with a private, secure connection to the Jacobs SCADA Lab network for expanded capabilities and collaboration with other Jacobs SCADA Labs across the country. The workspace facilitates programming SCADA systems, PLCs, HMIs, switches, firewalls, and servers with a primary work area for up to four programmers. The Lab is in a secured facility with multiple layers of card access, physical locks, and video monitoring. Client factory testing can be performed in-house for software and OT system verification prior to shipment. Client training capability is offered as an additional service through simulation training on a modeled instance of the control system prior to onsite commissioning.



Jacobs' Birmingham-based SCADA team utilizes an in-house, dedicated SCADA lab to facilitate facility automation industrial control system programming, physical assembly of client HMI server layer hardware and software, Jacobs's software program testing, and client automation training.

Estimated Timeline

After receipt of Notice to Proceed (NTP), Jacobs will develop a formal schedule to document a detailed timeline of activities and deliverables, along with contact information for key project staff. Anticipated project duration is 20 weeks to complete the following tasks.



The schedule is dependent on timely reviews of submitted material. Submittal review turnaround and RFI replies in excess of 2 weeks may impact the completion date.

C. Qualifications and References for Similar Engagements

Summary

Jacobs has successfully designed and implemented VTScada systems for many government agencies, locally and across the globe, for more than 10 years.

Jacobs is a global leader in SCADA automation and industrial control systems, having designed more than 400 successful SCADA systems worldwide in the last decade, with numerous successful implementations, including nearby Fayetteville's VTScada upgrade. SCADA upgrades are complicated and require a partner who brings hands-on experience. Through this experience, we bring to the City expertise in a mix of automation, control system and telemetry design capabilities, information technology (IT) and networking expertise, and an unparalleled ability to integrate these technologies.

In addition, Jacobs has dedicated in-house SCADA labs throughout the U.S. to provide collaborative development testing and training. Our labs are multi-function facilities that are used for facility automation industrial control system programming, physical assembly of client HMI server layer hardware and software, Jacobs' software program testing, and client automation training.

Next is similar VTScada project experience relevant in scope to the work described in the RFP – all of which are ongoing (table) or completed in the past 3 years (project descriptions). This relevant experience fully demonstrates our ability to successfully provide project management and SCADA services effectively and efficiently.

Experience you can count on

Our deep SCADA experience gives us the ability to provide the City with perspectives on current industry trends in data integration and analytics, including experience with cyber security, CMMS, digital twin models, disaster recovery, real-time reporting, energy management, and process instrumentation optimization.

Ongoing VTScada Projects

PROJECT, CLIENT, LOCATION	VTScada VERSION	FACILITIES INVOLVED	DELIVERY PHASE
Myers WTP SCADA Upgrades, MAWSS, Mobile, AL	Latest Version available	5 plant sites	Design
SCADA, Operational Technology, and Cybersecurity Improvements, JXN Water, Jackson, MS	Latest Version available	2 plant sites and 25 remote sites	Design
Milton Interchange Park Wastewater Treatment Plant, Santa Rosa County Commission, Santa Rosa County, FL	12.1.36	1 site	Procurement
Service Area #1 Water and Sewer Improvements, Ponce de Leon, FL	12.1.36	8 remote sites	Procurement
SCADA Masterplan and Phase I Services, The Villages, FL	Latest Version available	34 treatment plants and 168 remote sites	Configuration/Startup
Holley-Navarre Regional Reuse, Holley-Navarre Water System Inc., Santa Rosa County, FL	12.1.36	Pump station	Configuration/Startup
Wastewater SCADA Upgrades, MWSSB, Montgomery, AL	12.0.4	3 plant sites and 52 remote sites	Configuration/Startup

Project Descriptions and References

Below are similar projects where we have successfully delivered VTScada implementation and integration solutions. As requested in the RFP, we have included a summary of what the reference entity needed and the solution that was provided, including the version of the software (if applicable), timeline from procurement to implementation, customer's business name, primary contact name, address, and telephone number.

City of Fayetteville VTScada Software Upgrade

Client Name & Address: City of Fayetteville (Jacobs Operational Group manages and runs the plant on behalf of the City), 113 W. Mountain Street, Fayetteville, AR 72701

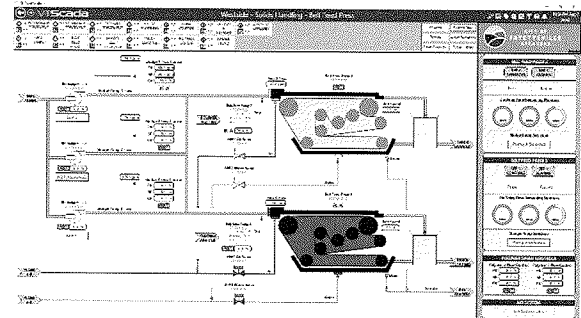
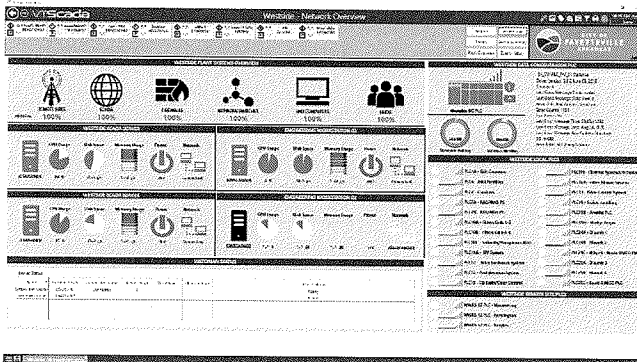
Client Contact: Tim Nyander, Water and Sewer Utilities Director, tnyander@fayetteville-ar.gov, (479) 575-8386

Award: October 2019 | **Implementation:** Summer 2021

VTSCADA Version: 12.0.4 at time of implementation

Description/Summary of Needs and Solution: The City of Fayetteville has two WWTP facilities with 40 lift stations that can treat up to 60 mgd, biosolids management site, and drinking water system that utilizes nearly 50 remote stations. In 2019, an evaluation of the control systems for these facilities revealed significant vulnerabilities with the potential to lead to extended downtimes in the event of a catastrophic failure. As a result, a SCADA Master Plan was created to capture and prioritize projects for a holistic approach to the modernization of the entire SCADA system and related subsystems. This included mitigation of cybersecurity vulnerabilities found in the control and communication networks, as well as the upgrade of the existing SCADA software across the wastewater and drinking water infrastructure. We developed and implemented the VTScada visualization standards, software architecture of VTScada platform, integration of multiple PLC technologies (Allen-Bradley SLC/ControlLogix, Modicon, Moxa, Automation Direct), and various communication protocols.

The cyber security upgrades performed by Jacobs ensured that the water and wastewater infrastructure remained isolated and unaffected during the cyberattack of the City's systems in June 2023.



MWWSSB Water VTScada Upgrades

Client Name & Address: Montgomery Water Works and Sanitary Sewer Board (MWWSSB), 2000 Interstate Park Dr., Montgomery, AL 36109

Client Contact: Sandy Faulkner, Water Control Superintendent, slfaulk@mwwssb.com, (334) 206-3484

Award: October 2019 | **Implementation:** January 2022

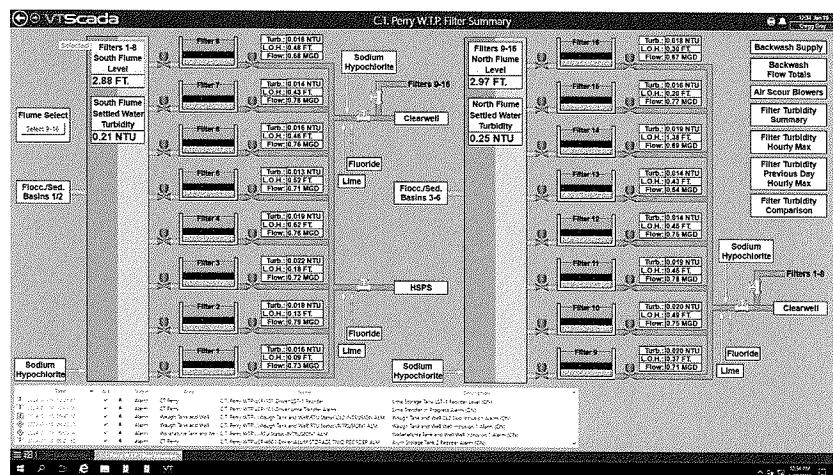
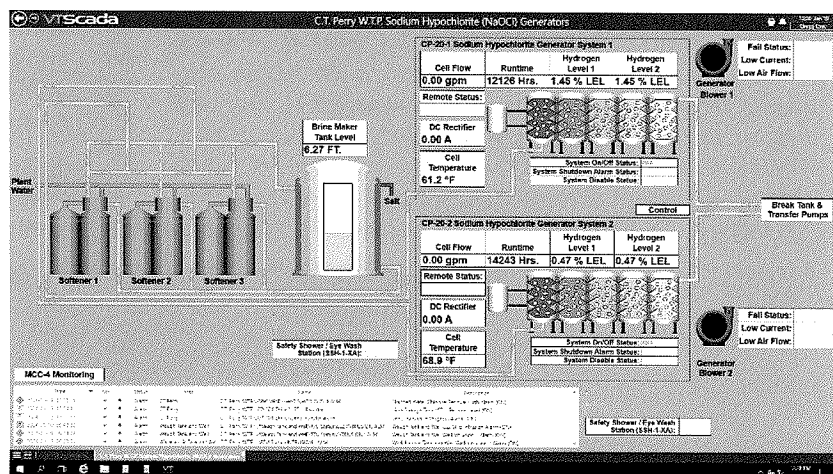
VTScada Version: 12.0.4

Description/Summary of Needs and Solution: MWWSSB began implementation of the existing SCADA system in approximately 1985 for control and monitoring of water sites and monitoring of wastewater sites. The water sites include three water treatment facilities: CT Perry Water Treatment Plant (WTP), Day Street Pump Station, and Richard E. Hanan (Hanan) WTP, 42 remote well stations, 12 water storage tanks, and 3 pump/booster stations. The wastewater sites include three wastewater treatment plants: Catoma Water Pollution Control Plant (WPCP), Econchate WPCP, Towassa WPCP, and 56 remote pump stations. Jacobs performed a SCADA Master Plan for MWWSSB that identified needs to upgrade and replace obsolete and aging equipment, improve cyber security, and standardize SCADA technologies across the system.

Following the evaluation, upgrades to the remote site water SCADA infrastructure were to bring the CT Perry WTP SCADA system into conformance with ICS security standards, and improvement the

client's remote site monitoring hardware and software. Jacobs performed an onsite condition assessment for all control panels, instrumentation, and environmental conditions. After review of HMI software packages in detail with the client for selection and implementation, VTScada version 12.0.4 (25,000 tag license) was selected and implemented on redundant virtual servers with two Thin Clients running VTScada in the control room and one workstation hosting four video wall monitors with VTScada trends and graphics. A read-only VTScada virtual machine located in the DMZ provided remote access to users through a VPN running privileged access management software and two-factor authentication. The existing HMI was iFix 5.5 with Webspaces and Historian for monitoring and control of two water treatment facilities, a pump station, 45 wells, 12 tanks, and two booster stations.

Multiple client workshops were hosted to receive client buy-in and feedback to best utilize the full suite of what VTScada has to offer including graphic templates, color schemes, control strategy, tagname convention, alarm priorities, redundancy, reporting, multifactor authentication, and user rights assignments.



MWWSSB Econchate WPCP Improvements

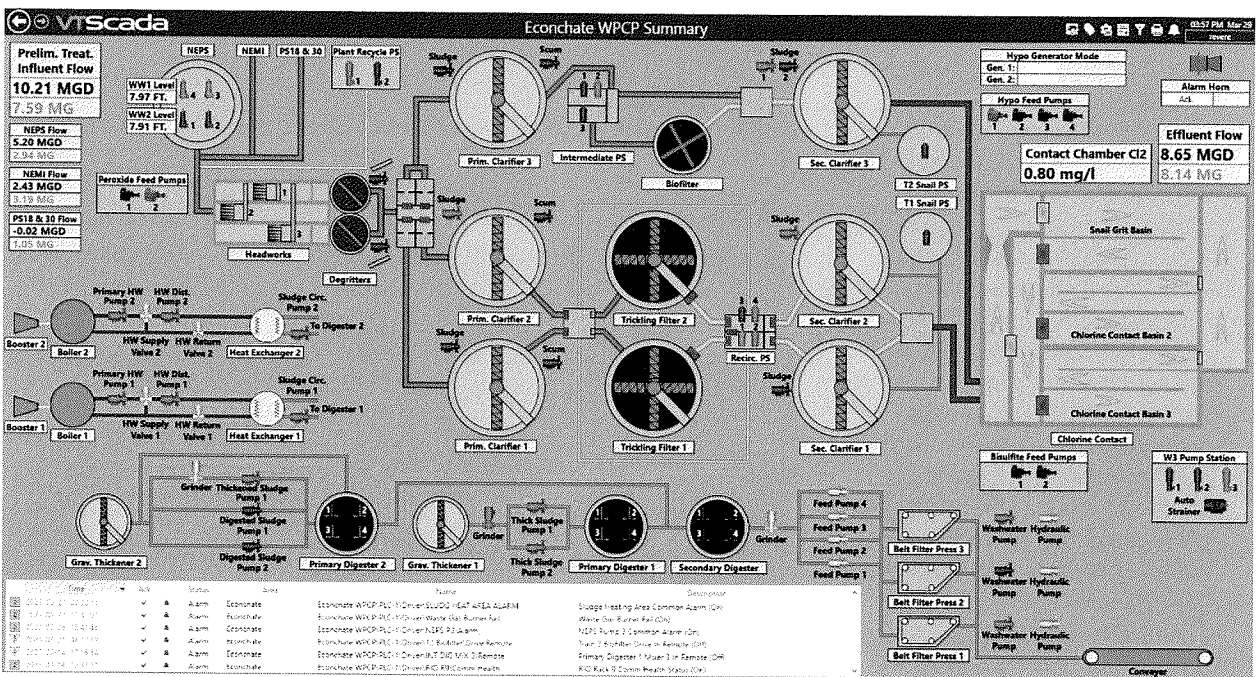
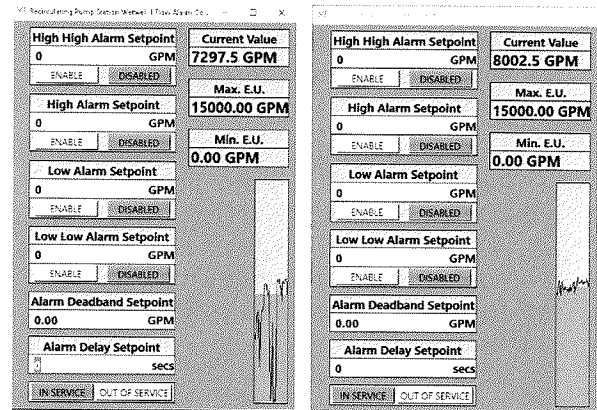
Client Name & Address: Montgomery Water Works and Sanitary Sewer Board (MWWSSB),
2000 Interstate Park Dr., Montgomery, AL 36109

Client Contact: Robert Allen, Assistant Superintendent of Water Pollution Control, allenr@mwwssb.com,
(334) 850-3966

Award: June 2021 | **Implementation:** June 2023

VTScada Version: 12.0.4

Description/Summary of Needs and Solution: This project was identified as a priority project from MWWSSB's SCADA Master Plan and included upgrades to the wastewater treatment facility SCADA infrastructure for integration with additional treatment facilities on a future project. Physical upgrades were performed, including new sludge pump stations, new recirculation pump station, new onsite hypochlorite generator, and replacement of various pumps and mechanisms. VTScada version 12.0.4 (10,000 tag license) was implemented on redundant virtual servers with two Thin Clients running VTScada in the control room, two Thick Clients for management staff, and one workstation hosting two video wall monitors with VTScada trends and graphics. Windows and VTScada logins were secured with two-factor authentication. The existing HMI was iFix 5.5 with Webspaces and Historian for monitoring and control of the wastewater treatment facility and an offsite pump station. Multiple client workshops were hosted to receive client buy-in and feedback for VTScada graphic templates, color schemes, control strategy, tagname convention, alarm priorities, and user rights assignments.



Tuscaloosa Ed Love WTP VTScada Upgrades

Client Name & Address: City of Tuscaloosa, 2201 University Blvd., Tuscaloosa, AL 35401

Client Contact: Donny Driver, SCADA Controls & Instrumentation Manager, ddriver@tuscaloosa.com, (205) 245-5910

Award: July 2021 | **Implementation:** July 2023

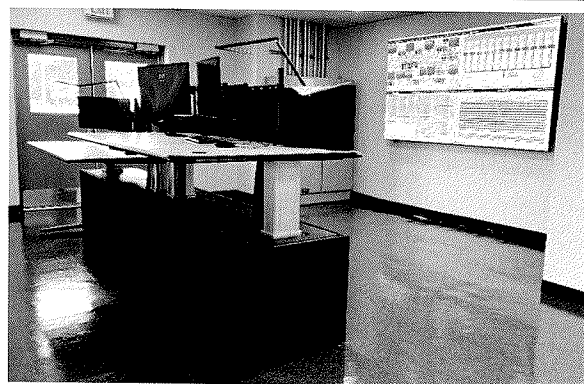
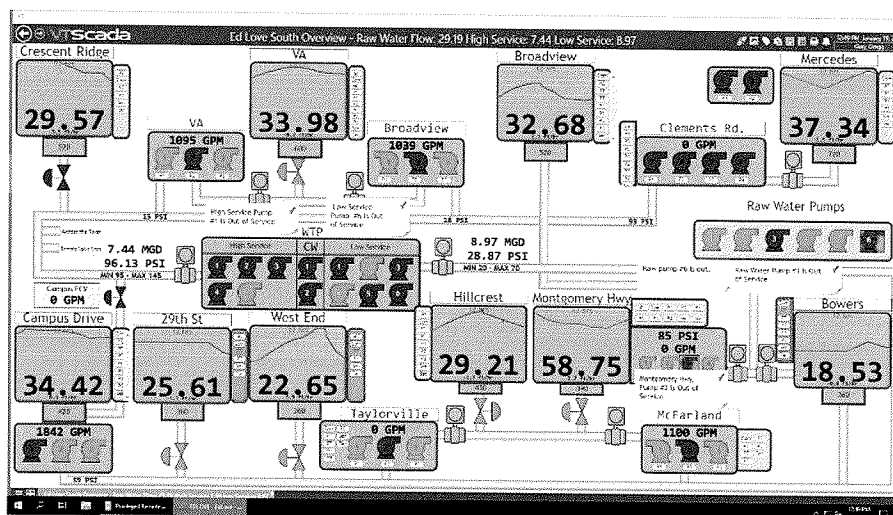
VTScada Version: 12.1

Description/Summary of Needs and Solution: Lake Tuscaloosa was constructed in 1970 and currently serves as the primary water supply for the City of Tuscaloosa (City). The Ed Love WTP was originally constructed in 1976 and upgraded in 1991 to its current capacity of 45 mgd. Jacobs performed an evaluation of the existing SCADA hardware and software used for control and monitoring of the Ed Love WTP and water distribution system remote sites including elevated storage tanks, pressure regulating valves, and booster pumps required to maintain and operate the various pressure zones in the City's water distribution system.

The evaluation found that the SCADA system, including PLCs, radios, and ancillary SCADA equipment, had remained largely unchanged from the 1991 Ed Love WTP upgrades and mid-1990s SCADA improvements project, with portions of the system, including the PLCs and radios, obsolete and no longer serviceable. The system also lacked monitoring of certain facilities and provided no real time flow pacing of controlled devices, such as chemical pumps. Additionally, many of the unit processes at the Ed Love WTP still required manual operation, which in turn, required extensive time for plant staff.

Following the evaluation, Jacobs developed a Schematic Design Report including recommended improvements to SCADA infrastructure to improve system reliability, functionality, and efficiency. The improvements were prioritized based on need and impact of failure and were grouped to allow the City to implement phased improvements to the system.

Jacobs performed an upgrade of the SCADA systems at the WTP to bring the plant into conformance with ICS security standards, upgrade obsolete PLCs and networks, and to provide a new control room. Plant SCADA software was upgraded to VTScada version 12.1 and migrated a Dell VX Rail virtualized environment. The 30-year-old PLCs and proprietary networks were converted to redundant PLCs utilizing self-healing, Ethernet loops. New chemical control panels and filter consoles with dedicated PLC processors were installed and integrated into VTScada. A new, secure control room was created with a state-of-the-art operator console and a video wall of four monitors for continuous monitoring of plant operations. Remote-access controls were implemented using secured VPN connections and multi-factor authentication. VTScada was implemented with full redundancy and contingency plans for disaster recovery. Jacobs provided design documents, services during construction, implementation of operational technology (OT) infrastructure, and we are currently providing ongoing support services to the City.



Northeast Water Purification Plant (NEWPP) VTScada Upgrades

Client Name & Address: City of Houston, 12630 Water Works Way, Humble, TX 77396

Client Contact: Rajinder Singh, Senior Engineer, Rajinder.Singh@Newppexpansion.com, (281) 455-5872

Awarded: October 2019 | **Implementation:** December 2023 (Phase I); December 2024 (Final)

VTScada Version: Currently using 12.1.26; they have an update to 12.1.35 to fix a duplicate alarm history issue

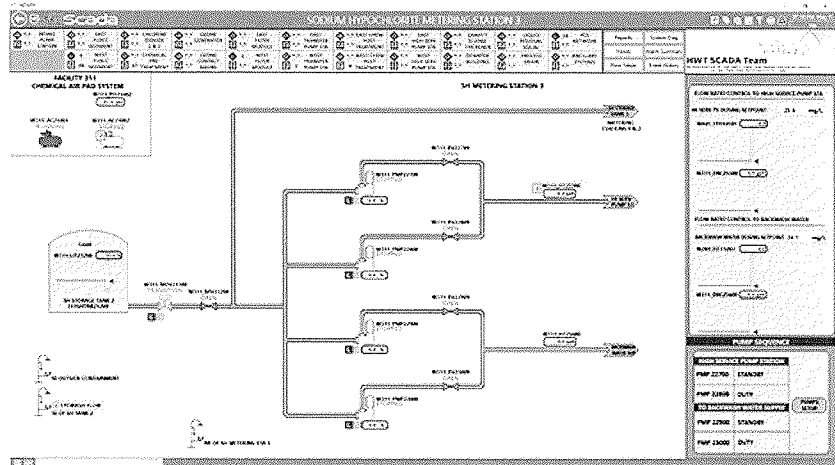
Description/Summary of Needs and Solution: The City of Houston's NEWPP expansion project is a design-build project that will add 320 mgd by 2024 to the existing water plant's capacity.

The expansion project, currently the nation's largest water treatment plant in construction today, will allow the City and the regional water authorities to meet projected demands, while fulfilling requirements set by the Harris-Galveston and Fort Bend Subsidence Districts resulting in a shift from historical groundwater usage to a predominant reliance on surface water.

Jacobs worked jointly with CDM Smith to provide a complete systems integration solution for the new water treatment plant including the development of custom PLC programming and VTScada HMI standards. The Jacobs team was responsible for the programming and commissioning of over 21 PLCs as well as providing configuration for the VTScada application. Workshops were held with the client and their project management team to present the control philosophies that would be implemented

from the Control Narratives in the programming. This allowed us to partner with the client to obtain a common understanding and agreement on the control methods that were to be used in the new facility. The Jacobs team also worked to develop custom programming blocks and VTScada screen templates.

PLC programming and HMI development was completed for Phase I of the plant in January 2021. Phase I included of the Central and West facilities. Jacobs conducted Unwitnessed Factory Testing (UFT) and Witnessed Factory Testing (WFT) for Phases I and II onsite in a testing facility constructed for this project. The plant PLCs, VTScada servers, and operator workstations were connected on the network and full testing included peer-to-peer communication and simulated control. Testing was completed in March 2021. Phase I was completed and TCEQ approval in December 2023. Full project completion is expected in December 2024.



D. Key Information and Project Team

Our Team is Built Around Your Needs

We have a dedicated project team with VTScada experience providing similar services to governmental clients throughout the U.S. Our team members have devoted their careers to working on SCADA projects, including VTScada, and will bring their specialized insights and problem-solving ability to the City's VTScada project to help you better understand what your system is capable of.

As one of the world's largest water firms, Jacobs is a leader in SCADA innovation. Our automation professionals work with a network of process engineers, operations experts, and construction professionals to provide planning, design, construction, and implementation services that meet each of our clients' unique automation needs. Applying innovative, creative, and value-based approaches is integral to every project we work on.

More importantly to the City, our team members have a successful track record of assisting clients to develop solutions to manage their systems, networks, and facilities – including the implementation and integration of VTScada. The team shown on the organization chart in this section is a mix of automation specialists supported by industry experts in Digital Markets tools and processes. We have the expertise, experience, availability, and commitment to successfully deliver this project for the City.

Our people are our greatest asset

At Jacobs we highly encourage our employees to continue gaining knowledge and experience through certifications, licenses, and training. This approach helps improve efficiency and innovation at our projects locally and abroad.

Last year, Design Lead Chris Harris, PE, and SME Support, Gregg Gray, PE, PMP, completed the Advanced Configuration Course with Trihedral staff, in which they learned how to implement complex multi-tag structures that are useful for standardized equipment tag groups, parameterized pages for dynamic graphics using a single page, realms for restricting access and filtering alarms, changesets and version control, and OEM layers and Master/Subordinate applications for distributed applications across multiple facilities. Daniel Mote, HMI Programming, completed the Intermediate Course with the Trihedral staff.



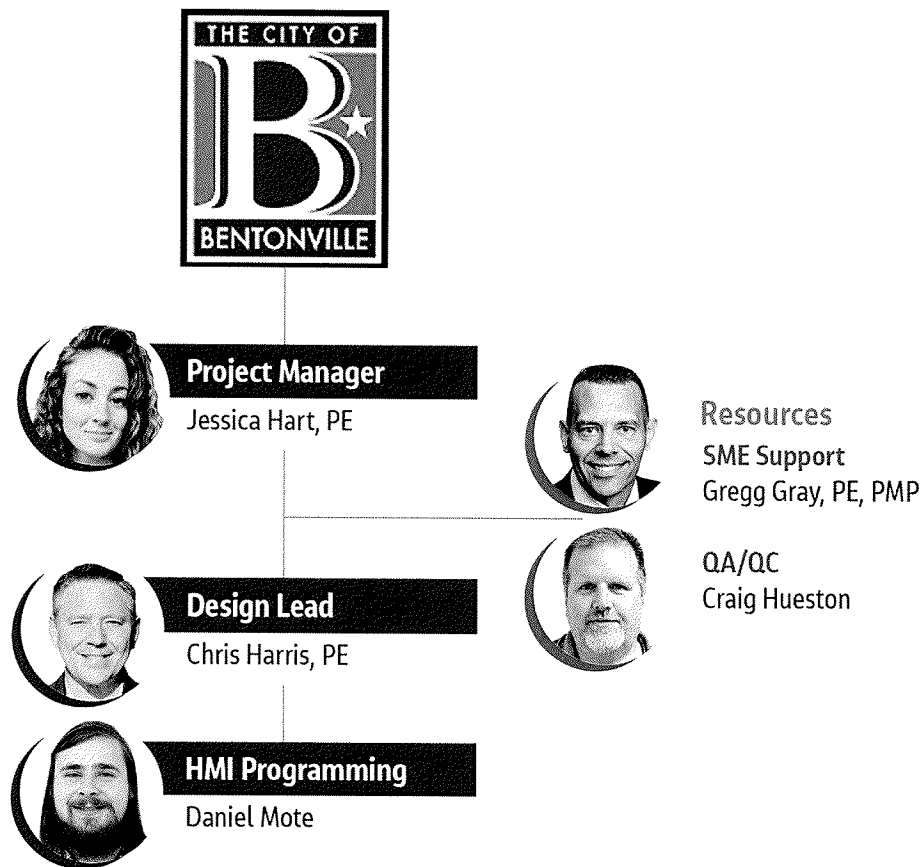
Organizational Chart

Our organization chart shows the Jacobs team's organization and functional relationships for the City's VTScada implementation and integration project. Our proposed project team is led by Fayetteville-based Project Manager, Jessica Hart, PE, SCADA Design Lead, Chris Harris, PE (15+ years of VTScada experience), and HMI Programming, Daniel Mote (6 years of VTScada experience).

Jacobs' Subject Matter Expert (SME), Gregg Gray, PE, PMP (8 years of VTScada experience) will be available to Jessica and Chris. Our SME has dedicated his career to become an expert in SCADA and will offer specialized technical input and quality reviews during assessment and planning.

Quality assurance and quality control (QA/QC) is a cornerstone of Jacobs' design delivery process; therefore, we have identified Craig Hueston (3 years of VTScada experience) as our QC reviewer.

This team will successfully procure, configure, train, and implement the City's VTScada project.



A Collaborative, Experienced, and Creative Team Brings Maximum Value to the City

At Jacobs we believe in the power of collaboration. We understand that harnessing the collective experience, talent, creativity, and ingenuity of all team members creates maximum value for our clients.



About Jessica

Length of service in the profession: 12 years

Education: BS, Biological Engineering

Registrations: PE in AR

About: Based in Fayetteville, Jessica is a project manager with experience as a water and wastewater engineer with over a decade of delivering solutions in the municipal and industrial water treatment markets. She has experience leading teams in the design, coordination, and delivery of projects on time, on budget, of high quality, and to the client's satisfaction.

Jessica Hart, PE

PROJECT MANAGER

Relevant Project Experience:

Project Manager/Process Mechanical Lead, O.B. Curtis WTP Corrosion Control Upgrades, JXN Water, Jackson, MS

Jacobs was selected to design the upgrades for the corrosion control systems at the O.B. Curtis WTP in Jackson, MS. This design-build project includes the addition of new lime and carbon dioxide chemical injection systems with a design to startup timeline of 9 months. Responsible for managing the design team, ensuring JXN Water's compliance with the Lead and Copper Rule and the federal Stipulated Order.

Task Manager, Capital Improvement Program, JXN Water, Jackson, MS

Established a capital improvement program (CIP) to provide JXN Water, a plan for the replacement and upgrade of various plant assets for both O.B. Curtis and J.H. Fewell water treatment facilities over the next 10 years. The project team incorporated a thorough condition assessment to determine asset replacements by risk priority that is financially feasible and considers future goals to provide a path toward long-term, stable operations. Responsible for managing the team, ultimately delivering the CIP in less than 3 months.

Task Manager/Process Engineer, Process and Hydraulic Assessment, JNX Water, Jackson, MS

This study evaluated the historical performance of the J. H. Fewell and O.B. Curtis water treatment plants to identify inefficiencies and areas for optimization. The goals of this study included enhancing overall performance, safeguarding public health, and ensuring compliance with regulatory standards and providing recommendations for both operational and capital improvements for long-term, sustainable plant operations. Served as task manager and lead process engineer responsible for ensuring delivery of the project on time and on budget, producing the foundation for both the CIP and further design efforts at the water treatment plants for JXN Water.

Client Service Lead, Flood Management and Water Quality Funding Program, City of Fayetteville, AR

Provided client coordination for the implementation of the stormwater study for flood management and water quality funding project for the City of Fayetteville. The purpose of the study was to assess services currently provided by the City's drainage program and compare the cost of these services with the cost of a more proactive approach to reduce flooding and water quality impacts. Jacobs is assisting the City with additional tasks required before a new fee can be assessed, including stakeholder engagement, rate structure analysis, billing method review/recommendations, sustainable stormwater credit and incentive program development, fee-in-lieu-of program feasibility, and Unified Development Code revisions.



About Chris

Length of service in the profession: 23 years

Education: BS, Electrical Engineering

Registrations:
PE in AL, MS, FL, NC

About: Chris is an electrical engineer with over 20 years of experience in control systems design, PLC, and HMI programming, including over 15 years of VTScada experience for water and wastewater programs throughout the Southeast. As a design lead, Chris has provided design, programming, testing, startup, and continuing support services for clients throughout the region. He provides tailored plans and specifications including P&ID drawings and network layouts.

Chris Harris, PE

DESIGN LEAD

Relevant Project Experience:

I&C Engineer, Wastewater SCADA Upgrades, Montgomery Water Works & Sanitary Sewer Board (MWWSSB), Montgomery, AL
Provided SCADA network design to include cybersecurity components at four treatment facilities for secure remote access, monitoring, and system backups. Provided guidance on converting the client's existing iFix HMI to VTScada using custom graphics and templates tailored to the client's requirements through planning workshops.

Lead I&C Engineer, Water Telemetry and Multi-Facility SCADA Upgrades, Mobile Area Water Works (MAWSS), Mobile, AL
Upgraded PLC control panels and fiber network, with new VTScada HMI system at a water treatment facility. Included full cybersecurity buildout at the facility with base upgrades to four additional facilities and an administrative site for complete migration of all HMI systems rolled into a master application utilizing hyperconverged servers and virtual machines for automated backups, monitoring, and cybersecurity controls.

I&C Engineer, OT and Cybersecurity Upgrades, JXN Water, Jackson, MS

Provided front-end design and work plan for upgrading SCADA, OT, and cybersecurity systems at two water treatment facilities and more than 20 remote sites for improved system resiliency and reliability. Provided recommendations for planned equipment upgrades, network infrastructure, and HMI software migration to VTScada.

I&C Engineer, Ponce De Leon Remote Sites Telemetry, Ponce De Leon, FL

Design included cellular radio communications and a new VTScada HMI deployment, providing remote monitoring and control of 13 remote sites, including wells and lift stations.

I&C Engineer, Five Mile Creek Water Reclamation Facility, Jefferson County, AL

Provided detailed design for wet weather improvements to mitigate facility flooding during periods of heavy influent flow. Improved programming strategy for staging seven influent pumps and diversion of excess flow to the holding basin while activating the system to bring online additional filters and related treatment equipment.



About Gregg

Length of service in the profession: 34 years

Education: BS, Electrical Engineering

Registrations:

PE in AL, FL, GA, KY, LA, MS, NC, SC, TN, TX, VA; and PMP Certification since 2008.

About: Gregg brings I&C experience on water and wastewater projects, and he is responsible for I&C design activities for projects throughout the Southeast. In this role, Gregg develops hardware and software standards for SCADA master plans, VTScada upgrades, develops P&ID design drawings and specifications, and reviews project submittals to ensure that the implementation meets the client's needs.

Gregg Gray, PE, PMP

SME SUPPORT

Relevant Project Experience:

Lead I&C Engineer, Ed Love WTP, City of Tuscaloosa, AL

Involved with ongoing SCADA and PLC upgrades at the water plant. Software is VTScada and PLCs are Allen-Bradley; remote telemetry uses a mixture of cellular, licensed radio, and unlicensed radio communications to tanks and booster stations. Projects include an overall plant PLC upgrade, control room relocation, raw water pump station upgrade, migration of TI/Siemens PLC to Allen-Bradley, filter console replacement, and modernization of the OT components to comply with NIST 800-82 guidelines for secure industrial control systems.

Lead I&C Engineer, CC Williams Wastewater Treatment Plant, MAWSS, Mobile, AL

This project involves equipping the WWTP with a new solids handling facility, process instrumentation, PLC control panels, and a new control room. The SCADA software migration is to VTScada from existing Wonderware Intouch/Archestra, along with the implementation of an OT system framework for NIST 800-82 compliance. In addition to providing new Allen-Bradley redundant ControlLogix PLCs, existing Bristol Babcock PLCs are also being converted to Allen-Bradley.

Lead I&C Engineer, Water and Wastewater Systems, Montgomery Water Works and Sanitary Sewer Board, Montgomery, AL

Involved with ongoing SCADA upgrades, in-plant PLC upgrades, and RTU upgrades at remote sites. SCADA software migration to VTScada from existing Intellution iFix. PLCs are Schneider Electric (Modicon). Communications to the remote sites is done primarily with licensed radio and with cellular backup. In addition to various in-plant process expansions and improvements, other projects include standardization of RTU Control Panels and updating the OT systems for NIST 800-82 compliance. Also provide on-call programming support for emergencies and change requests.

Lead Engineer, Telemetry Project, City of Franklin, TN

This project consisted of replacement and additions to the City's water and wastewater remote locations. The approximately 50 sites included water tanks, booster stations, meter pits, and lift stations. The system used licensed radio signals and cellular signals to communicate information to the SCADA system at City headquarters. Responsible for overall system architecture design, control panel design, control panel retrofit supervision, instrument selection and start-up, PLC programming, and VTScada programming.



About Craig

Length of service in the profession: 26 years

Education: AAS, Electrical Engineering Technology

About: Craig has extensive field experience with automation, controls, instrumentation, VTScada implementation, and telecom for utility clients. His controls knowledge includes processor and HMI programming and design for numerous manufacturers and equipment.

Craig Hueston

QA/QC

Relevant Project Experience:

Senior Automation Consultant, SCADA Upgrade Project for Water Plants, JXN Water, Jackson, MS

PLC/SCADA plant SME for system design and programming standards. Directing standardization of control systems for upgrading all PLCs and SCADA that are upgraded to Allen Bradley PLCs and VTScada plantwide.

Senior Automation Consultant, SCADA Master Plan, MAWSS, Mobile, AL

PLC/SCADA specifications for system design and programming standards. Design and programming standards written for utilizing the latest control modules from Allen Bradley for ControlLogix and CompactLogix PLCs with VTScada.

Senior Automation Consultant, Holley-Navarre Regional Reuse, WWTP SCADA Upgrades, Holley-Navarre Water System Inc., Santa Rosa County, FL

PLC and HMI programming/startup for obsolete PLC upgrades projects. Replacement of obsolete Allen Bradley SLC controllers and PanelViews with new CompactLogix PLC and PanelView. Additional service work and wiring for instrumentation, electrical, and VFD repair.

Senior Automation Consultant, WTP SCADA Upgrades, Orlando Utilities Commission, Orlando, FL

Led design and programming for both PLC and SCADA upgrades. Replacement and programming upgrades from AB PLC5 to AB ControlLogix controls with upgrading functionality of multiple 20-mgd plants. Multi-year effort for upgrades of eight WTP plants that included ozone generators and injection, chemical treatment, and soon to add GAC treatment. Managed the iFix SCADA upgrades to new software versions.

I&C Design, WWTP Pump Station Design, City of DeFuniak Springs, FL

I&C controls design for pump stations standards. Pump stations with varying quantities and sizes utilizing soft starters.

Senior Automation Consultant, WWTP Pumping Controls, Arnold Air Force Base, TN

Ground water PLC operation support for obsolete PLCs with mitigation plans and specifications to upgrade obsolete PLCs to supported platforms.

Lead Controls Engineer, Water Plant Modernization Project, Toledo Refining Company, Toledo, OH

The project included conversion of the existing 1970s vintage Foxboro controls to modern Allen Bradley CompactLogix controls platform. Responsibilities included managing cost, schedule, scope, and contractors.



About Daniel

Length of service in the profession: 9 years

Education: BS, Computer Engineering & Wireless Engineering

About: Daniel is a computer engineer with experience in design, implementation and troubleshooting of radio and cellular telemetry systems, factory acceptance testing, startup, and troubleshooting of PLCs and SCADA systems. Daniel's has garnered skills and expertise in PLC programming in Ladder Logic, Function Block Diagram, Siemens TIA Portal, SCADA Application Development using Trihedral VTScada and AVEVA Wonderware Intouch, OIT Application Development and FactoryTalk View ME, among others.

Daniel Mote

HMI Implementation

Relevant Project Experience:

Project Engineer, VTScada Upgrade, Ft. Polk, LA

This project was to upgrade two wastewater treatment plants' SCADA systems from AVEVA Wonderware System Platform to Trihedral VTScada. Developed a new VTScada application for each plant based on the existing SCADA system and their existing AB ControlLogix PLC programs. To ensure that the user interface for both plants was consistent, created a shared symbol and datatype library. Worked with a co-worker and the plant personnel to commission the new VTScada system at the plants.

Project Engineer, Econchate SCADA Upgrades, MWWSSB, Montgomery, AL

This project was to upgrade MWWSSB's Econchate plant's SCADA system from GE iFix to Trihedral VTScada, along with integrating some new equipment into the plant. Developed a new VTScada application for the plant based on its existing SCADA system and its existing Modicon PLC programs. Also worked closely with co-workers to develop SCADA graphics for the new equipment being integrated into the plant. Helped to commission the new VTScada system at the plant.

Project Engineer, Water SCADA, MWWSSB, Montgomery, AL

This project was to upgrade the MWWSSB's water SCADA system from GE iFix SCADA to Trihedral VTScada. The system covered three separate water plants and numerous remote well, tank, and pump sites. Developed a new VTScada application for each plant based on their existing SCADA system and their existing Modicon PLC programs. Also worked to develop SCADA graphics for the new RTUs at the remote sites. To ensure that the user interface for the whole system was consistent, created a shared symbol and datatype library. Worked to commission the new VTScada system.

E. Subcontracting, Partnerships, or Additional Requirements

Summary

As a global leader and full-service provider in SCADA automation and industrial control systems, we have the ability to provide all services identified in the RFP's scope of work in-house without any subconsultants, streamlining delivery for the City's VTScada project.

F. Capacity

Availability of Project Team

We're committed and available to you.

Jacobs is committed to providing the resources to meet your project needs. We have carefully selected our dedicated, experienced team to provide you with the local and specialized resources needed to deliver this VTScada work. Our team will be dedicated to this project, and we have the expertise and availability to provide all disciplines required to assist the City in delivering this VTScada project on schedule and within budget. Our capacity is supplemented by more than 100 staff in Arkansas and 60,000 staff worldwide, offering us the capability to provide qualified back-up staffing to ensure continuity of services and the ability to surge to meet unexpected project demands as needed.

Fayetteville-based Project Manager

Our Project Manager Jessica Hart works in the Fayetteville office, which makes for easy in-person meetings when needed.



Jacobs' Fayetteville office is located at 70 N. College Avenue, Suite 14P, Fayetteville, AR 72701.



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	RFP-24-10	Solicitation Title:	VTScada by Trihedral Implementation and Integration
Addendum Number:	1	Date of Issuance:	January 26, 2024

TO: Prospective Submitters

This Addendum modifies the original Response Document(s) dated January 14, 2024.

Submitters are required to acknowledge this Addendum by including it in their Submission. Failure to acknowledge this Addendum may result in rejection of the Submission.

Any Amended Documents contained herein shall replace those same documents in the original Packet. In the event that an Amended Required Response document is included herein, Submitters must use only the Amended Form in their Submission.

This Addendum Number 1 consists of 9 page(s).

Scope of Work:

- 1.0** The purpose of this Addendum Number 1 is to amend the Procure Software section in the Scope of Work.
 - 1.1** In the Response Packet, the City stated that the VTScada software solution will be purchased from the implementation and integration services provider.
 - 1.2** This Addendum Number 1 amends the Procure Software section in the Scope of Work as follows:
 - 1.2.1** The City intends to procure a VTScada integrator including software, as part of the 2024 Budget. The City's intent is to procure the software, and then enter into a contract with an integration and implementation provider for VTScada by Trihedral. The awarded Proposer will be responsible for the final approved design, installation, and implementation and commissioning of the System, which will include but not be limited to development of user acceptance testing, system integration, and connectivity to existing resources. However, Proposers are permitted to propose alternate methods of work which may include the awarded Proposer purchasing VTScada on behalf of the City and transferring all licenses to the City of Bentonville. In the event that the City determines an alternate software resource is in the City's best interest, the Selection Committee and impacted Department will review the responses to this Request for Proposal to determine if Proposer's qualifications are applicable for the alternate software.



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

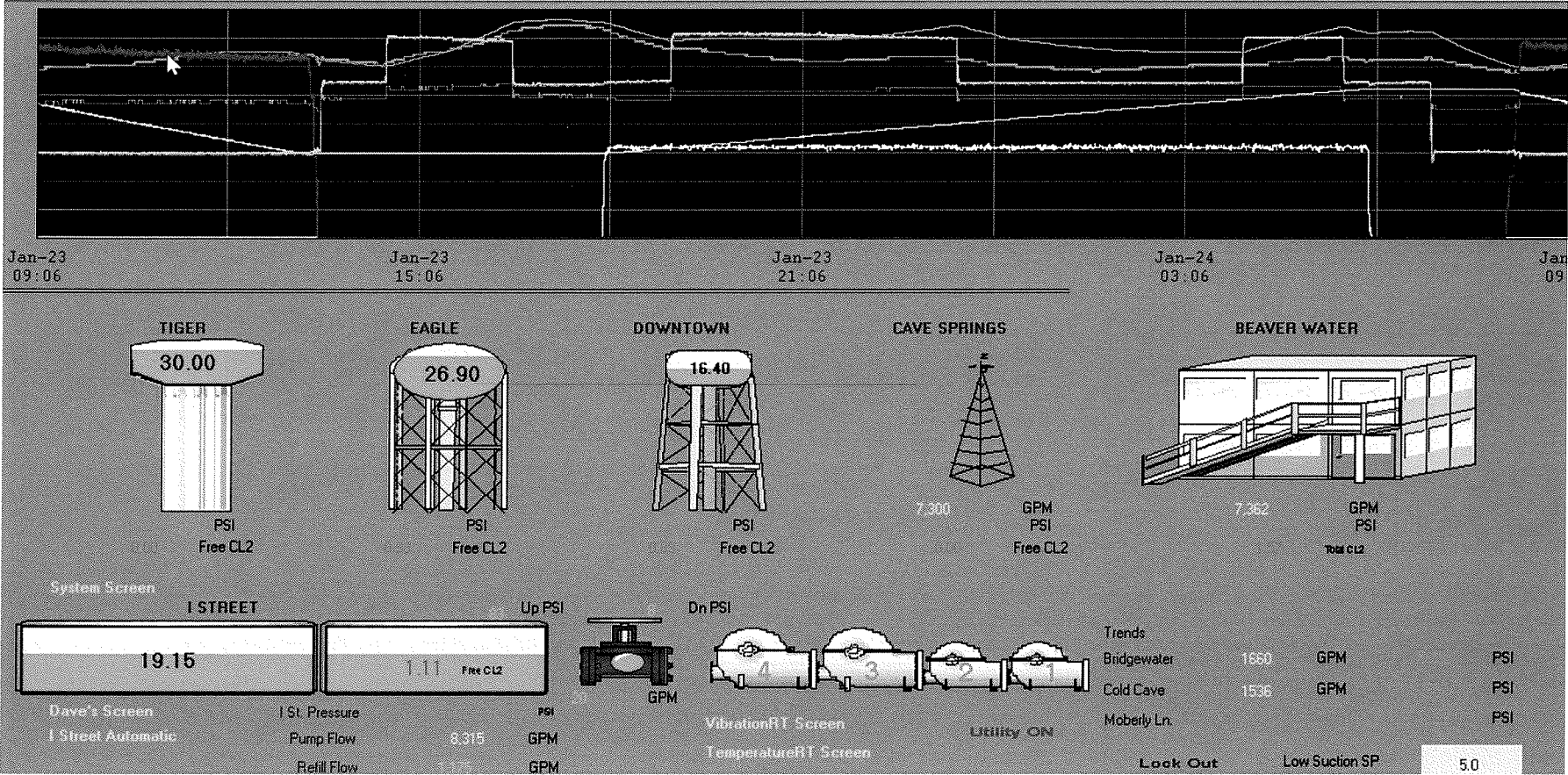
Submission of Proposal:

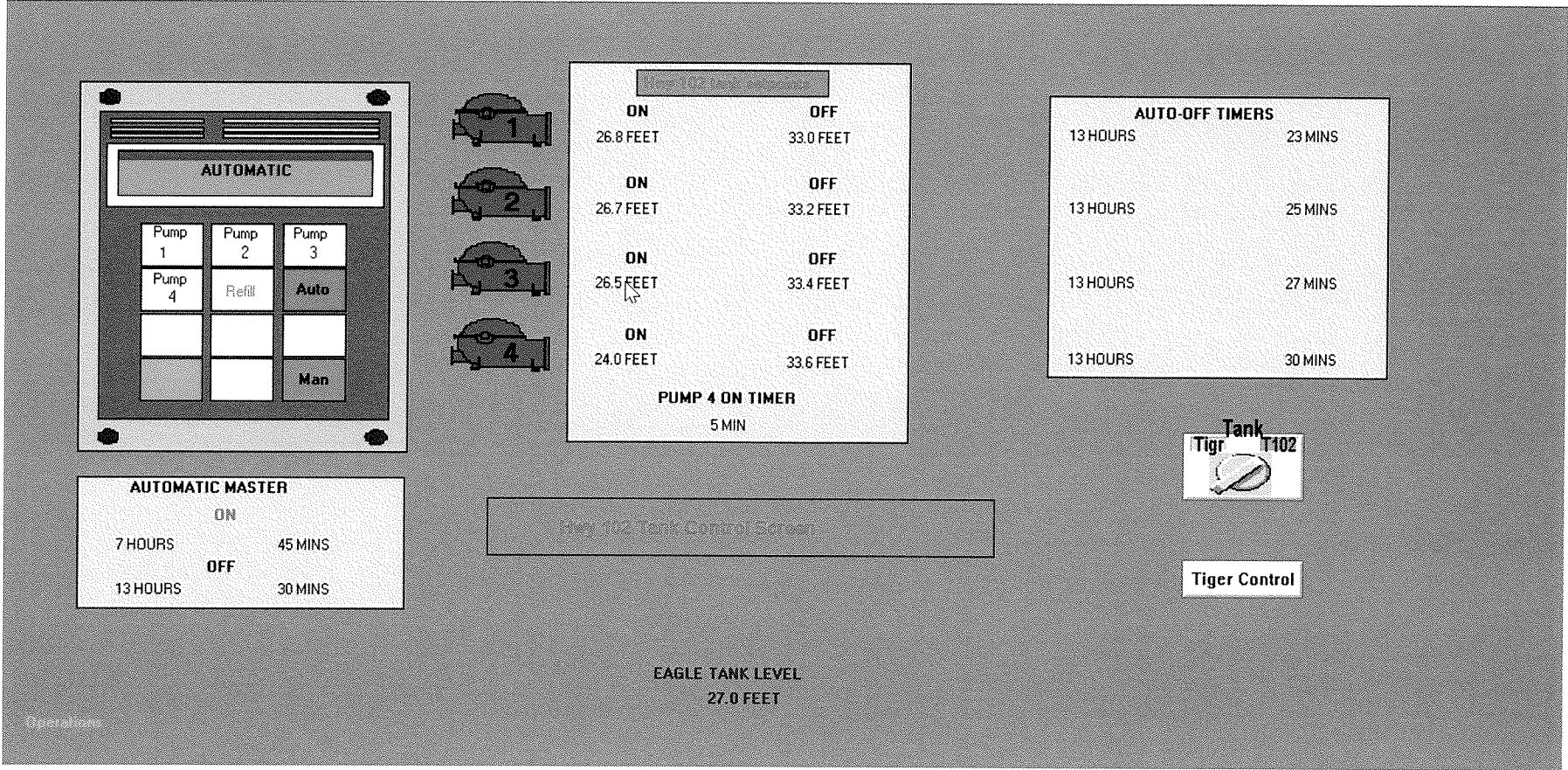
- 1.0** The City reminds Proposers that the initial Proposal shall include no cost information at this time. If in the City's best interest, Cost Proposals may be requested from the top three (3) rated Submitters.

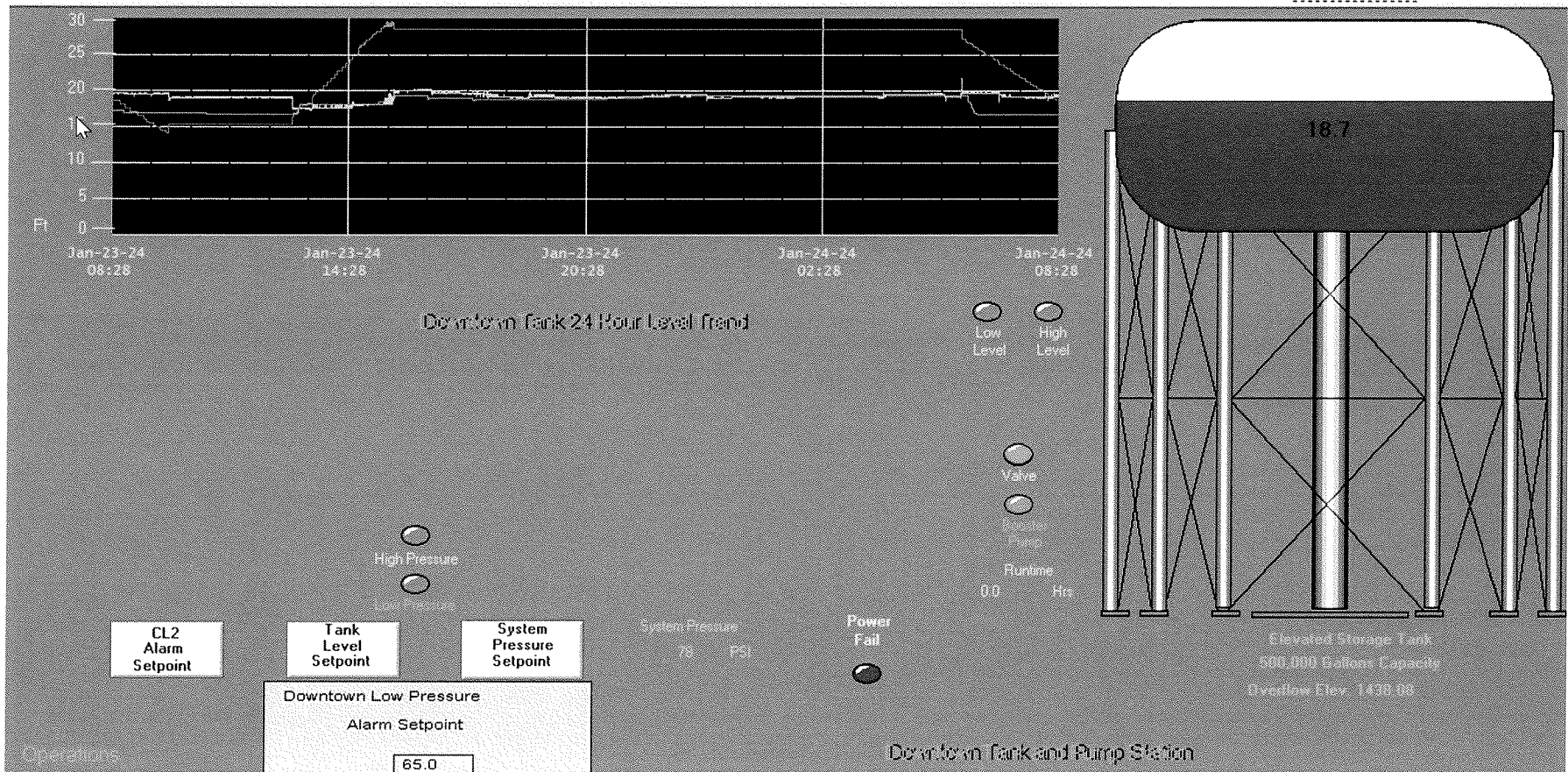
Questions and Answers:

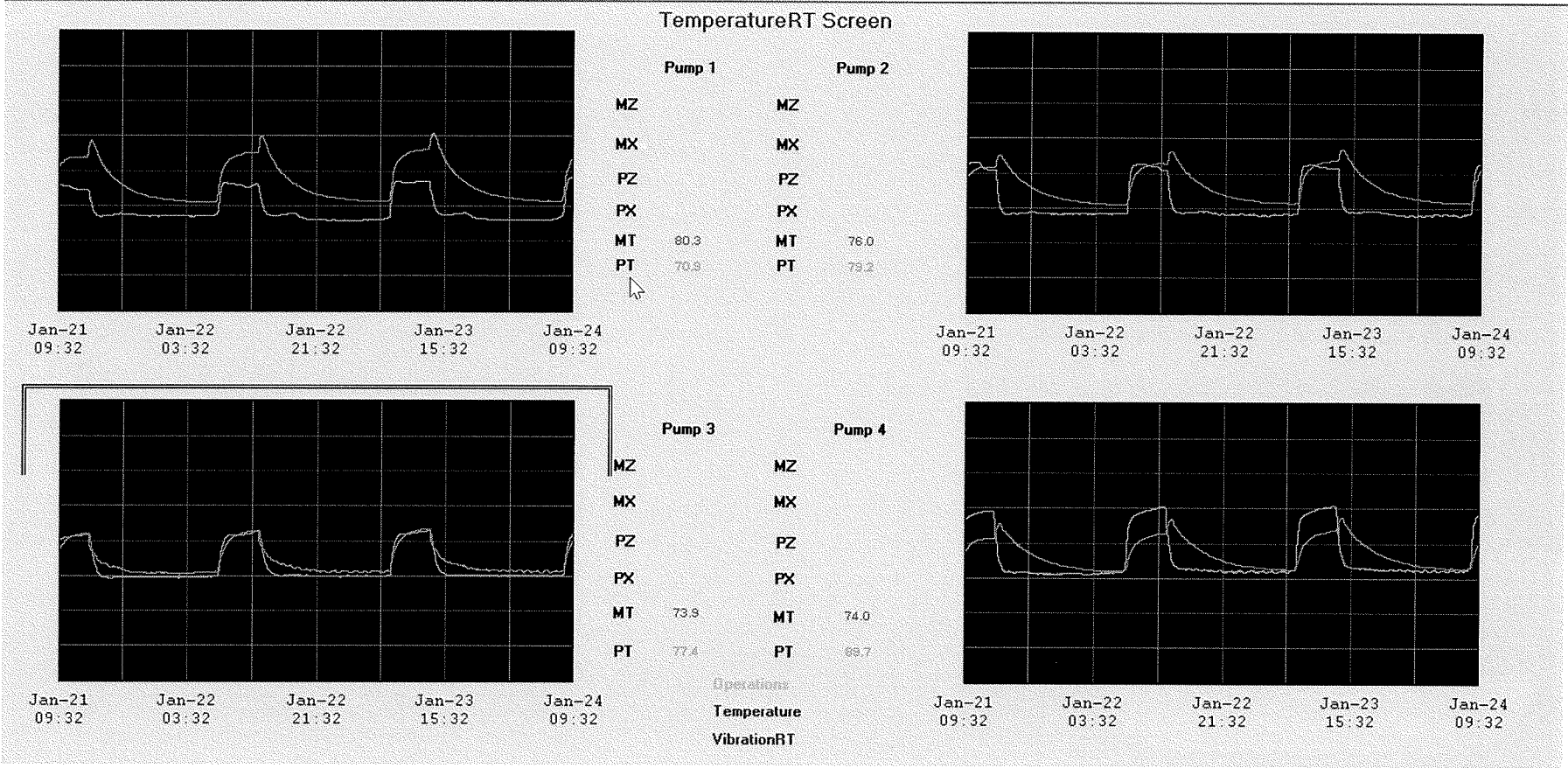
Line Number	Submitted Question	City's Response
1	Can you provide screen captures of existing graphics for estimating the quantity of equipment and signals, and the number of graphics and popup control faceplates?	Screenshots are included below as part of the response to Addendum 1. Screenshots are provided for example only and are not a reflection of the entirety of the project. The City's intent is to improve our system with newer higher quality graphics and signals.
2	Can you please clarify whether the VTScada software will be purchased by the owner, or the winning bidder?	See the amended Scope of Work above in this Addendum Number 1.
3	Unlimited Thin Client licensing will be provided but client workstations are not indicated in the scope of work. Would you like us to supply and configure workstations, if yes, how many?	One dedicated workstation will be provided by the City.
4	Ethernet cabling and network hardware/configuration, including Firewalls and switches are not indicated in the scope of work. Will any networking configuration be required?	All networking and configurations will be provided by the City.
5	Remote alarm notification requires one or more of the following items provided. Can you confirm this will be provided by the City? • Analog phone line for dialout using voice • Internal Email Server for using client's email system for SMS and Email alerts • Internet Access for using Gmail or similar system for SMS and Email alerts	The City will provide these items.

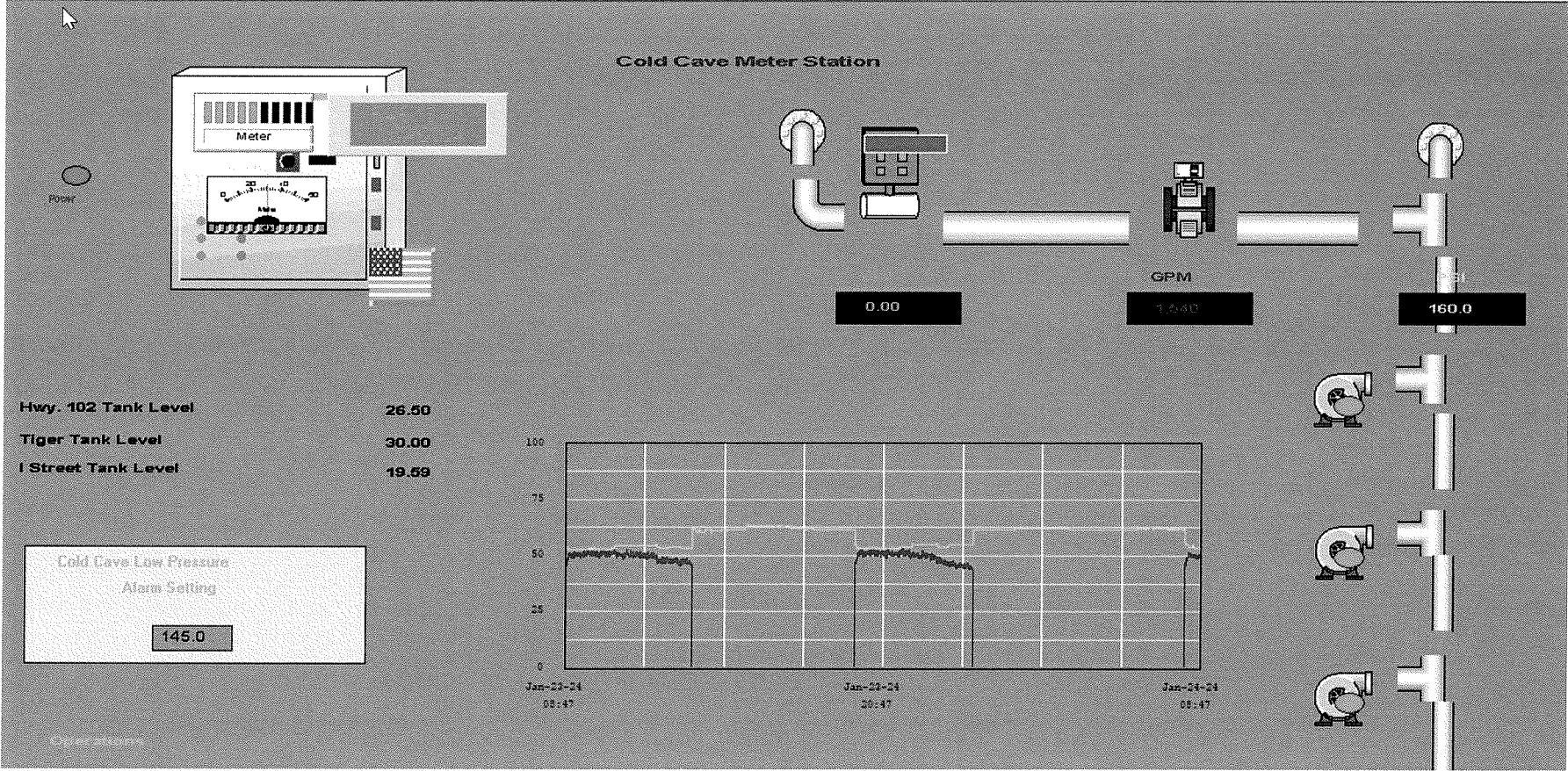
****REMINDER: ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED IN ANY SUBMISSION****

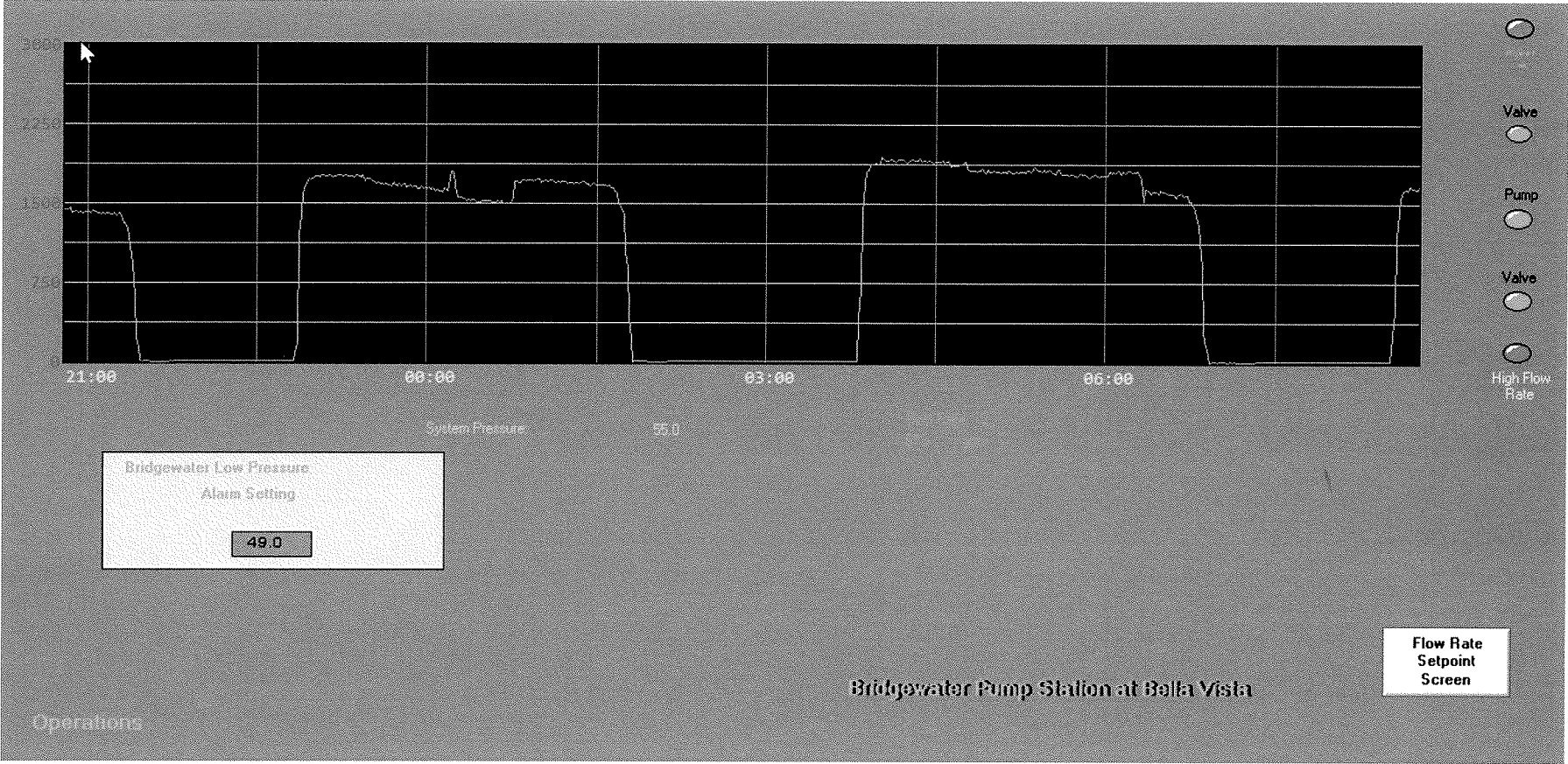


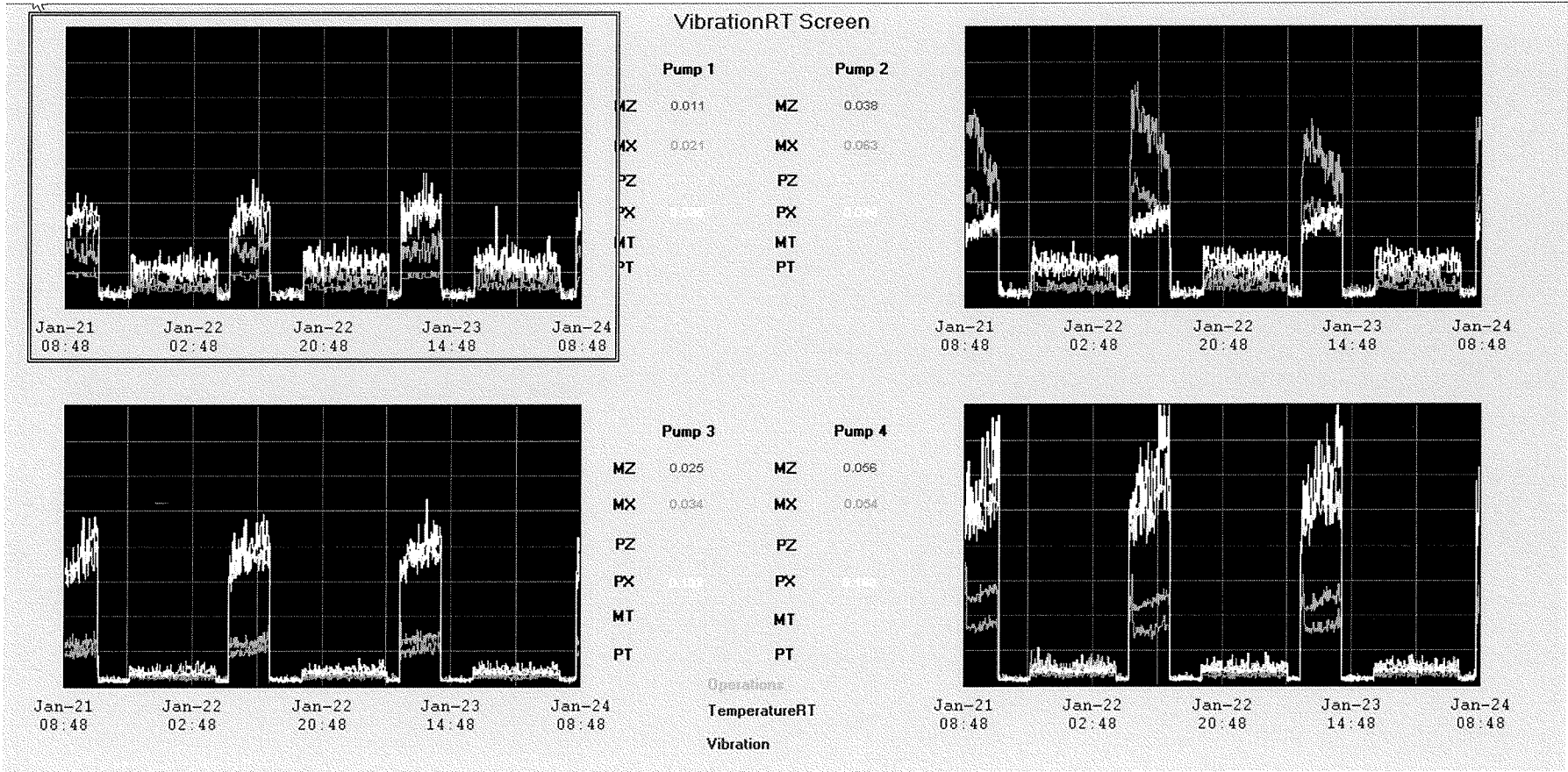














City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Donald Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities - Water and Sewer Rehab
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-27 IDIQ for Water and Sewer Maintenance Work
Action Recommendation & Justification:	Resolution to Award IFB-24-27 to Ross and Co. Construction, Inc per the Unit Prices attached, for a yearly amount not to exceed \$500,000.00 with a not to exceed total Contract amount of \$1,500,000.00. Ross and Co. Construction was the lowest bidder. This contract will be for a one year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	Due to the regular maintenance associated with our water distribution and wastewater collection system exceeding our existing staff's ability to meet the demand, it is necessary to bid out predetermined job duties. The estimated cost reflected is representative of the Water and Sewer Rehab Department's annual maintenance budget and the work will be paid out of these maintenance accounts.
Amount for Approval:	\$ 1,500,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

The work from this Bid Award will be funded out of GL accounts 503020-44450 and 503040-44450.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: IFB-24-27-Indefinite Delivery-Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Ross and Co. Construction, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Bid Submission (attached hereto as **Exhibit A**) to the City’s formal Invitation for Bid-24-27-Indefinite Delivery-Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work (attached hereto as **Exhibit B**). The work shall consist of performing the services, including all labor, material, equipment, products and all other items necessary to perform the work, as set forth in this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Water Department Sewer Supervisor, Loran Shipman, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, commencing on the effective date of this Contract.

- a.** Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.
- b.** Pre-Work Assignment Meeting: The City and the Contractor shall meet for a Pre-Work Assignment Meeting as needed throughout the Contract Term prior to each Work Assignment and prior to a Notice to Proceed being issued.
- c.** 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.



CITY OF BENTONVILLE, ARKANSAS

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

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. Change Orders and Amendments. Any changes to the Scope of Work shall be handled via Change Order or Amendment to this Contract, as applicable. No Change Order or Amendment shall be approved unless approved in writing by the City. All Change Orders or Amendments must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the change. The City shall not be responsible for changes in work unless the Change Order or Amendment is pre-approved in writing by the City.

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

d. 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. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

e. Prompt Response: Contractor understands that they may receive Work Assignment requests from multiple City Departments at one time. Contractor shall provide prompt responses to such requests and give indication as to their availability for the Pre-Work Assignment Meeting and Work Assignment. Prompt Response shall be considered a response within two (2) business days.



CITY OF BENTONVILLE, ARKANSAS

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the per unit cost as defined in the Bid Tabulation (attached hereto as **Exhibit C**) of this Contract for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. Fees shall be as follows:

- a. Total Contract Amount Not to Exceed for each single year term:** \$500,000 (five hundred thousand dollars).
- b. The Not to Exceed Contract Amount set for the entire term of the Contract:** \$1,500,000.00 (one million five hundred thousand dollars).
- c. Per Unit Cost:** Per item (unit) costs shall be in accordance with the costs defined in Exhibit C- Bid Tabulation. Each Work Assignment will have a total cost based on the Line Items required for that Work Assignment.

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 (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City the following week, on Thursdays. Payment will only be made for actual work completed and approved by the City's Contact. All invoices submitted pertaining to work performed or items delivered for this Contract must include IFB-24-27.

- a.** The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion and the Contractor has furnished the one (1) year warranty Bond.
- b.** All invoices must include sales tax information, either stating that Bentonville, AR taxes (9.5%) have been applied, taxes are not applicable (such as for construction/contractors), or other statement regarding taxes as applicable.



CITY OF BENTONVILLE, ARKANSAS

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, or otherwise not in accordance with this Contract, 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. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

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, except for those originally submitted in their Bid Submission (**EXHIBIT A**), without first obtaining the written approval of the City. The following Subcontractor has been identified by Contractor in their Bid Submission to IFB-24-27:

a. Pinnacle Plumbing

1. Work to be performed: Water and Sewer Services
2. Does Subcontractor's portion exceed \$50,000.00: No

Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Contract. Any person or firm proposed for subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in **Exhibit B**.

12. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in **Exhibit B**, 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.

13. BONDS. Contractor shall be responsible for providing the following Guarantee Bonds to the City:

a. Performance and Payment: Upon time of signing this Contract, or at a time prior to the City executing this Contract, Contractor shall provide City with original files of an approved Performance Bond, and approved Payment Bond, each in an amount at least equal to the Total Bid Price (\$500,000), as specified and in accordance with the Bonds Section of **Exhibit B** attached hereto.



CITY OF BENTONVILLE, ARKANSAS

b. Maintenance Bond/Guarantee Bond: Upon City's approval of 100% completion, Contractor shall provide City with a Maintenance Bond/Guarantee Bond, in an amount at least equal to the final Contract Price (inclusive of any approved Change Orders) for the one (1) year guarantee/warranty of the workmanship and materials.

c. Bonds Due Prior to Work Commencing: The original copies of Performance and Payment Bonds must be received by the City prior to work beginning. Digital copies may be accepted in situations where an original is not feasible, however the originals must be received within two (2) business days of the digital copies.

14. 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 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.

15. 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 to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his 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.

16. 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.



CITY OF BENTONVILLE, ARKANSAS

17. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor 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.

18. 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.

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

20. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

21. 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.

22. 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.

23. 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.

24. 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

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

Contract and then to **Exhibit B.**

[Signature Page Follows]

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
(Signature)

**By signing this Contract, Signor attests that they are
authorized to bind this Company to this Contract.*

Name (printed): _____

Title: _____

Ross and Co. Construction

Address: _____

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

CONTRACTOR'S BID SUBMISSION TO IFB-24-27



May 5, 2024

IDIQ Water and Sewer Maintenance Work Bid

To whom it may concern,

Please find our bid packet with the required documents for the IDIQ, Solicitation Number IFB-24-27. Should you need any additional information from us, please do not hesitate to reach out to our Director of Operations, Zack Ross (479) 601-7191.

Thank you for the opportunity to bid this project; we look forward to working with the City of Bentonville.

Ross and Co. Construction, 10049 Hidden Acres Rd. Gravette, Ar. 72736



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Ross and Co. Construction, Inc.

10049 Hidden Acres Rd, Gravette, AR 72736

as principal, hereinafter called the Principal, and **Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134**,
a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held
and firmly bound unto City of Bentonville

1000 SW 14th Street, Bentonville, AR 72712

as Obligor, hereinafter called the Obligor, in the sum of **** Five Percent of Bid Amount (5%) ****
for payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: IDIQ Water and Sewer Maintenance Work (IFB) 24-27

Bid Date: 05/09/2024

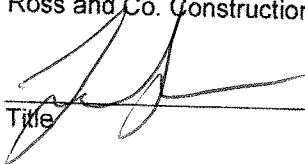
The conditions of this Bond are such that if the Obligor accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligor and Principal, and the Principal either (1) enters into a contract with the Obligor in accordance with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

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

Signed and sealed this 05/09/2024


Witness

Ross and Co. Construction, Inc.


Title Director of Operations
(SEAL)

Granite Re, Inc.



Brandon Gainer, Attorney-in-Fact

(SEAL)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BRANDON J. GAINER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

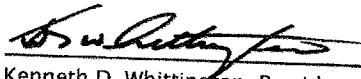
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

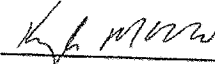
BRANDON J. GAINER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



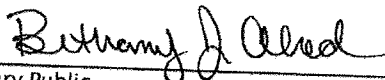

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
9 day of May, 20 24




Kyle P. McDonald, Assistant Secretary



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

FOR PUBLICATION

PUBLICATION DATES: APRIL 21, 2024; APRIL 28, 2024

NOTICE TO BIDDERS

INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER AND SEWER MAINTENANCE WORK

Invitation For Bid (IFB)-24-27

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, licensed, insured, and experienced Contractors to enter into an IDIQ (Indefinite Delivery Indefinite Quantity) Contract with the City of Bentonville, for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, for work generally consisting of providing the following services, including but not limited to: new service line installations, fire hydrant maintenance and repairs, manhole construction, and other repairs and installation associated with Bentonville Water Utilities sewer collection and water distribution systems, in response to City of Bentonville Requests (Work Assignments). The Not to Exceed Contract Amount set for this Contract is \$500,000.00 (five hundred thousand dollars), for the City of Bentonville Various Departments.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 5% (five percent) of the Total Bid Price, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidders shall adhere to the bonding requirements as specified in the IFB-24-27 Bidding Documents.

There will be an OPTIONAL Pre-Bid Meeting held on Wednesday, May 1, 2024 at 1:00 PM CST, located at Bentonville Municipal Complex, Water Utilities Conference Room A133, 3200 SW Municipal Drive Bentonville, AR 72712. Attendance to the Pre-Bid Meeting is optional, but highly encouraged. City Staff will meet Bidders in attendance and begin the pre-bid meeting at 1:00 PM sharp.

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

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

The City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements, projects, and purchases. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

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



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There will be a Public Bid Opening for IFB-24-27 held at 3:00 PM CST on Thursday, May 9, 2024; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, unsigned Submissions and Submissions which do not contain the required Bid Bond will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is May 3, 2024, at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Bidding Documents that do not result in a change or Addendum (see Bidding Documents for additional information).

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: LEGAL



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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-24-27	Date of Issuance:	APRIL 21, 2024 APRIL 28, 2024
Description:	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER AND SEWER MAINTENANCE WORK		
Requesting Department:	CITY OF BENTONVILLE VARIOUS DEPARTMENTS		
Purchasing Department (Buyer):	KELSI FREDERICK, PURCHASING MANAGER		
Pre-Bid Meeting Information:	WEDNESDAY, MAY 1, 2024 OPTIONAL PRE-BID MEETING. SEE PRE-BID MEETING SECTION OF THIS IFB DOCUMENT FOR ADDITIONAL DETAILS.		
Bid Bond Requirement:	5% BID BOND REQUIRED SEE BID BOND SECTION OF THIS IFB DOCUMENT FOR DETAILS		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	MAY 9, 2024 AT 3:00 PM CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	City of Bentonville Administrative Services Building Purchasing – 2nd Floor – IFB-24-27 1000 SW 14 th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the <u>outer envelope</u>: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	May 3, 2024– 4:30 PM CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



CITY OF BENTONVILLE, ARKANSAS
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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Ross and Co. Construction Phone _____

Number: (479)601-7191 Business Address (Full Street/City/State/

Zip): 10049 Hidden Acres rd Gravette Ar 72736 Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): X Yes No Name of Contact Person: Zack Ross

Email: Zack@rossandcoconstruction.com Signature of Authorized

Person: [Signature] Date: 5/8/24 Printed or Typed

Name: Zack Ross Title: Director of Operations Arkansas Contractor's

License Number: 0421950324 (REQUIRED)

Sales or Use Tax ID Number: 87-2935483

Bid Bond Included: X Yes No (REQUIRED)

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to enter into an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract, for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, with a properly qualified, licensed, insured, and experienced Contractor for work generally consisting of providing the following services, including but not limited to: new service line installations, fire hydrant maintenance and repairs, manhole construction, and other repairs and installation associated with Bentonville Water Utilities sewer collection and water distribution systems, in response to City of Bentonville Requests (Work Assignments). The Not to Exceed Contract Amount set for this Contract is \$500,000.00 (five hundred thousand dollars).

2. REQUIRED RESPONSE DOCUMENTS

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

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

3. APPENDIXES

- **APPENDIX A: SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
 - **Additional Specifications are included as links in the Scope of Work Section.**
- **APPENDIX F: EXAMPLE WORK ASSIGNMENT FORM**

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. INSURANCE

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

The policies of insurance required are as follows:

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

2. GUARANTEE OF BID

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

3. BONDS

A. BID BOND (BID GUARANTEE) (REQUIRED)

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

☒ **Bid Bond Required** ☐ **Bid Bond Not Required for this Solicitation**

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five percent (5%) of the Total Bid Price, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in the Guarantee of Bid section of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

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



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B. PERFORMANCE & PAYMENT BOND (REQUIRED)

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

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

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

C. BONDS – GENERAL

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

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

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

4. WARRANTIES

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

Bidders shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

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5. LAWS AND REGULATIONS

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

6. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein, unless the response pertains to items in the Bidding Documents that do not result in a change or Addendum, such as, but not limited to: Bid Bond requirements, Bid Opening location, Bid Opening Date and Time, location of documents, Plan Holders/Known Document Holders Lists, issued addenda requests, etc. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

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

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



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8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

9. INDEMNIFICATION

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

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

10. DAMAGES

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

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

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



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11. PAST PERFORMANCE/REFERENCES

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

12. TOBACCO PRODUCTS AND LITTERING

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

13. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

14. BIDDER'S DOCUMENTS

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

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

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

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15. INVOICING

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

The awarded Bidder shall include IFB-24-27 on all invoices submitted pertaining to work performed for this contract.

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

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

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

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

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

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

All invoices must reflect City of Bentonville, Arkansas Sales Tax, and any other applicable tax, as required or as applicable (this may include showing the tax calculation or including a statement that Bentonville, AR sales tax is included). Required correction in invoices may result in delayed payment. The awarded Bidder is encouraged to contact the City's Accounts Payable Department (via the above email) with any advanced questions regarding invoicing and invoicing requirements prior to submitting their first invoice.

16. BIDDER REQUESTED PAYMENT TERMS

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

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

After completion of Work order packet



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17. PRE-BID MEETING

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

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

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

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

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

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

Pre Bid Meeting Information: There will be an OPTIONAL Pre-Bid Meeting (in-person) held on Wednesday, May 1, 2024 at 1:00 PM CST, located at Bentonville Municipal Complex, Water Utilities Conference Room A133, 3200 SW Municipal Drive Bentonville, AR 72712. The Pre-Bid Meeting will be held to allow Bidders an opportunity to view the work area and field verify any needed measurements.

Pre-Bid Meeting COVID-19 Precautions:

Bidders and any of Bidders personnel or representatives that attend the Pre-Bid Meeting must follow current CDC guidelines and any local, state or other applicable laws and regulations pertaining to reducing the spread of COVID-19.

18. TERM

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

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

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years. Bidders shall note that the Contract Term is separate from the required days to complete work.

This Contract is an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract. A Work Assignment will be issued to the Contractor for each specific Work Assignment location. The Work Assignment will include information such as: completion time, location, design documents.

During the one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, the maximum aggregate payments for Work Assignments to the Contractor shall not exceed \$1,500,000.00 (one million five hundred thousand dollars) without formal Amendment and approval from the Bentonville City Council.

This Contract will be available for use city-wide, for all City Departments, including but not limited to: Engineering Department, Transportation Department, Street Department, Water Department, Electric Department, Parks Department, etc.



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19. SUBCONTRACTORS

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

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

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

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

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

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[This Space Has Been Intentionally Left Blank]



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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall furnish all labor, materials, equipment, tools, supervision, insurance, and all other necessary components indicative of the type of work or supply of item(s) or services specified herein and as required to perform the work to 100% completion and/or to deliver all item(s) and/or services to the City as specified. The intent of this Indefinite Quantity (IDIQ) Contract is to have work done to the City's water and sewer infrastructure when City Water and Sewer crews aren't available.

Location:

Each Work Assignment will be for Projects located within the City limits of Bentonville, Arkansas.

Summary:

The purpose of this solicitation is to enter into an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract, for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, with a properly qualified, licensed, insured, and experienced Contractor for work generally consisting of providing the following services, including but not limited to: new service line installations, fire hydrant maintenance and repairs, manhole construction, and other repairs and installation associated with Bentonville Water Utilities sewer collection and water distribution systems, in response to City of Bentonville Requests (Work Assignments). The Not to Exceed Contract Amount set for this Contract is \$500,000.00 (five hundred thousand dollars)

Specifications:

All Specifications for the Work are included as documents herein or by reference below. Referenced documents (specifications) shall be considered as included herein word for word.

Water Department Specifications: <http://www.bentonvillear.com/DocumentCenter/View/7691/2021-Bentonville-Water-and-Sewer-Specifications> including

addendum <http://www.bentonvillear.com/DocumentCenter/View/11194/Addition-of-PEX-service-lines>

ARDOT Specifications: <https://www.ardot.gov/divisions/construction/standard-specifications/>

Contract Type:

The awarded Contract shall be an IDIQ Contract. A Work Assignment will be issued to the awarded Contractor for each specific Work Assignment location (Project). The Work Assignment will include the project location, completion time (contract time), engineering design documents, and other required documentation. The Contract Documents will consist of all the applicable City of Bentonville standard details and specifications; Bidders shall understand that full design documents (when applicable) will be provided with each Work Assignment and will not necessarily be included in these Bidding Documents or the Contract Documents.

Pre- Work Assignment Meetings Required:

The awarded Contractor shall meet representatives from the City on-site (in the field) to discuss the details and specifications of a potential Work Assignment, unless otherwise specified by the City's contact. The final



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Scope of Work for the Work Assignment will be determined at that time and, if additional details are desired, the awarded Contractor must request them at that time.

Contract Amount:

\$500,000.00 maximum (not to exceed). Any amount above this in the one-year term will require an Amendment and approval from the Bentonville City Council.

Notice to Proceed (NTP):

A NTP shall be issued by the City after the Pre-Assignment Meeting for each Work Assignment. The NTP shall contain the Completion Time for the Work Assignment. Work shall only be considered authorized if the Notice to Proceed has been fully executed by the City and the Contractor. The City will not be responsible for any work completed or materials purchased prior to the Notice to Proceed for each Work Assignment being fully executed.

Completion Time (Contract Time):

Time is of the essence for all Work Assignments and each Work Assignment shall be completed within the specified number of days in the Notice to Proceed. Contractor's failure to satisfy the substantial, and final completion requirements, in addition to any other contract time requirements, may result in a pause in issuance of any additional Work Assignments. Repeated failures to satisfy timelines, or failure to bring a single location in compliance with timeline as directed by the City may result in termination of the Contract.

Time to Mobilize:

In general, the awarded Bidder shall be ready to mobilize and begin services within ten (10) days from receipt of the City's Work Assignment. Each Work Assignment may alter the mobilization time and will indicate in the Work Assignment when Contractor is expected to begin services.

Multiple Work Assignments:

Contractors should note that there may be multiple Work Assignments active at one-time. The awarded Contractor will be expected to keep accurate, organized and easily accessible records and shall have the means of providing the City with accurate construction update requests when requested by the City.

In submitting a Bid to the IFB-24-27, Bidder is representing that they have or are able to obtain by award, the necessary labor, equipment, and all other necessary resources to perform Work Assignments on an as-needed basis for the City.

Haul-Off/Disposal:

All disposal materials shall be hauled off/disposed of at the Contractors expense and shall be included for all Unit Price Line Items where applicable (noted). Contractor shall be responsible for the legal disposal of all items, in accordance with all applicable laws and regulations, including any hazardous items which may exist or which may otherwise occur in the performance of work (such as spills). Contractor shall be solely responsible for providing the location for the disposal materials (Contractor provided site).

Intent to Issue a Single Contract:

The City intends to award this Bid (IFB-24-27) to a single Contractor who submits the lowest, most responsible, and responsive Bid, however the City reserves the right to make award in its best interest.



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Right to Use City Forces:

In the event that a portion of the work in a Work Assignment may be completed utilizing City's forces or other Contracts active with the City, the City reserves the right to remove that portion prior to issuing the Notice to Proceed and Contractor agrees to coordinate with the City, or City's Contractor amicably to ensure work is completed timely and accurately.

*See Boring & Trenching Work Specifically Section

Quantities:

All quantities included herein are estimates only for the submission of a Total Bid Price. The Total Bid Price and quantities shall have no bearing on the final quantities that may be completed or otherwise delivered under the awarded Contract. The Total Bid Price will be used for comparison purposes only and is not to be construed as the contract amount.

Subcontractors:

Subcontracted work, such as plumbing and electrical, shall be in accordance with Section 19-Subcontractors herein. A list of Subcontractors must be included in Bidders Bid Submission if they intend to use Subcontractors. The awarded Bidder shall update the City in the event of any changes in the Subcontractors used.

Boring & Trenching Work Specifically:

The City of Bentonville maintains a blanket contract for Boring and Trenching Services. The City's incumbent Boring and Trenching Contractor shall be used to perform boring and trenching services under the awarded IFB-22-68 Contract.

Invoicing & Payment for City's Boring & Trenching Contractor: All work performed for a Work Assignment by the City's Boring and Trenching Contractor will be billed directly to the City by the incumbent Boring and Trenching Contract holder.

Unit Prices:

All work shall be completed in accordance with the Unit Prices set out in the winning Bid Submission and the awarded Contract. There shall be no change in the Unit Prices prior to award or at any time during the Contract Term.

General Work Performance:

All work shall be performed and material supplied in accordance with this IFB and individual Work Assignments.



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Change Orders:

No Change Order shall be considered approved unless approved in writing by the City and in accordance with all applicable procurement laws, rules and policies. Work included in the Change Order shall not be completed prior to the City's written approval. The City is not responsible for work completed outside of an approved Change Order. The City reserves the right to reject requested Change Orders. For this Contract, a Change Order to the Master Contract Agreement awarded under IFB-24-27 shall be considered a Master Contract Change Order; a Change Order for a Work Assignment shall be considered a Work Assignment Change Order.

2. DELIVERY

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

Estimated Award Date (not guaranteed, subject to change): _____ June 11, 2024 _____

Delivery/Work-Site Location: _____ Various sites within City of Bentonville Limits _____

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

X **Construction/Project Specified Date(s): Work Beginning and Completion**

City's Specification:

Work Beginning: The City requests that work begin ten (10) days from Notice to Proceed.

***Completion dates for each Work Assignment will be in accordance with the Notice to Proceed for that Work Assignment.**

Bidder Response (CHOOSE ONE): AS SPECIFIED ALTERNATE DATES REQUESTED (REQUIRES COMPLETION OF FIELDS BELOW)

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

Work Beginning: Work will begin within day(s) from Notice to Proceed.

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SECTION 4: BIDDER ACKNOWLEDGEMENTS

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

Description	Bidder's Initials								
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	<u>ZR</u>								
Proof of insurance, or the ability to acquire, as defined herein.	<u>ZR</u>								
5% Bid Guarantee, as specified herein.	<u>ZR</u>								
APPENDIX A: SUBCONTRACTOR DISCLOSURE (completed, if applicable)	<u>ZR</u>								
APPENDIX B: NON-COLLUSION AFFIDAVIT (completed and notarized)	<u>ZR</u>								
APPENDIX C: BIDDER QUALIFICATIONS (completed)	<u>ZR</u>								
APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (completed)	<u>ZR</u>								
APPENDIX E: SPECIFICATIONS (completed)	<u>ZR</u>								
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. <table><tr><td><u>ADDENDUM NUMBER</u></td><td><u>DATE OF ISSUANCE</u></td></tr><tr><td><u>IFB-24-27 ADD 1</u></td><td><u>4/22/2024</u></td></tr><tr><td><u>IFB-24-27 ADD 2</u></td><td><u>4/25/2024</u></td></tr><tr><td><u>IFB-24-27 ADD 3</u></td><td><u>5/3/2024</u></td></tr></table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	<u>IFB-24-27 ADD 1</u>	<u>4/22/2024</u>	<u>IFB-24-27 ADD 2</u>	<u>4/25/2024</u>	<u>IFB-24-27 ADD 3</u>	<u>5/3/2024</u>	<u>WR</u>
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>								
<u>IFB-24-27 ADD 1</u>	<u>4/22/2024</u>								
<u>IFB-24-27 ADD 2</u>	<u>4/25/2024</u>								
<u>IFB-24-27 ADD 3</u>	<u>5/3/2024</u>								

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SECTION 5: BID PRICING

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

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

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

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

 X **Total Bid Price:** The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Bid Price shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern. The Total Bid Price is used for comparison purposes only; final payments will be based on actual work performed and materials supplied. If the required quantities of the items listed are increased or decreased by Change Order, the unit prices set forth shall apply to such quantities. Bid prices shall be rounded to the nearest cent.

Deductive Alternates apply when indicated by an "x" in the fields below

 Deductive Alternates Included X **Deductive Alternates not included in this IFB**

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

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

Unit of Measure Definitions:

LF: Linear Feet	" : Inch
CY : Cubic Yard	' : Foot
SF : Square Feet	BWU: Bentonville Water Utilities
EA : Each	BEUD: Bentonville Electric Utility Department (or BEU)
SY : Square Yard	

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE



UNIT PRICE BID FORM

BID ITEM	EST. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Unit Prices: Demolition					
1	200	SY	4" concrete demolition, including haul off	\$ 54.00	\$ 10,800.00
2	200	SY	6" concrete demolition, including haul off	\$ 72.00	\$ 14,400.00
3	200	SY	2-6" asphalt demolition, including haul off	\$ 22.50	\$ 4,500.00
4	200	SY	6" + asphalt demolition, including haul off	\$ 45.00	\$ 9,000.00
5	200	LF	Curb and gutter demolition, including haul off	\$ 45.00	\$ 9,000.00
Unit Prices: Surface Repair Work					
6	500	SY	Seed and straw (Seed rate of 8 pounds per 1,000 square feet)	\$ 9.00	\$ 4,500.00
7	500	SY	Furnish and install Sod (Fescue)	\$ 20.35	\$ 10,175.00
8	200	SY	Furnish and install Sod (Zoysia)	\$ 25.20	\$ 5,040.00
9	500	SY	Furnish and install Sod (Bermuda)	\$ 17.20	\$ 8,600.00
10	200	SY	Furnish and install topsoil 4" – Over 200 SY	\$ 6.37	\$ 1,274.00
11	400	SY	Furnish and install topsoil 4" Under 200 SY	\$ 5.73	\$ 2,292.00
12	50	SY	Furnish and install Mulch 4" Over 200 SY	\$ 11.68	\$ 584.00
13	100	SY	Furnish and install Mulch 4" Under 200 SY	\$ 11.68	\$ 1,168.00
Unit Prices: Road Repair					
14	100	SY	Asphalt Repair (cold mix per BWU) (Include Class 7 base and compaction)	\$ 135.00	\$ 13,500.00
Unit Prices: Concrete Work					
15	100	LF	Construct curb and gutter per Street Specifications (include base in price)	\$ 50.00	\$ 5,000.00
16	100	SY	Construct sidewalks per Street Specifications (include base in price)	\$ 117.00	\$ 11,700.00
17	100	SY	Construct driveways (include base in price)	\$ 120.00	\$ 12,000.00
Unit Prices: Water Service Installation (all taps performed BWU)					
Short side services are generally 10ft in length or less, not to exceed 20ft. Long side services are generally 50ft in length or less, not to exceed 65ft					
18	50	EA	Furnish and install New Water service Single 5/8" w/ Long Side (includes all excavation at 0 ft to 7 ft in depth)	\$ 2,437.00	\$ 121,850.00
19	50	EA	Furnish and install New Water service Single 5/8" w/ Long Side (includes all excavation at 8 ft to 13 ft in depth)	\$ 2,637.00	\$ 131,850.00
20	50	EA	Furnish and install New Water service Double 5/8" w/ Long Side (includes all excavation at 0 ft to 7 ft in depth)	\$ 2,637.00	\$ 131,850.00
21	50	EA	Furnish and install New Water service Double 5/8" w/ Long Side (includes all excavation at 8 ft to 13 ft in depth)	\$ 2,637.00	\$ 141,850.00
22	10	EA	Furnish and install New Water service 1" w/ Long Side (includes all excavation at 0 ft to 7 ft in depth)	\$ 2,537.00	\$ 25,370.00
23	10	EA	Furnish and install New Water service 1" w/ Long Side (includes all excavation at 8 ft to 13 ft in depth)	\$ 2,737.00	\$ 27,370.00



24	5	EA	Furnish and Install New Water service 2" w/ Long Side (per BWU Detail - Includes all excavation at 0 ft to 7 ft in depth)	\$	4,865.00	\$	24,325.00
25	5	EA	Furnish and Install New Water service 2" w/ Long Side (per BWU Detail - Includes all excavation at 8 ft to 13 ft in depth)	\$	5,065.00	\$	25,525.00
26	50	EA	Furnish and Install New Water service Single 5/8" Main Side (Includes all excavation at 0 ft to 7 ft in depth)	\$	1,613.00	\$	80,650.00
27	50	EA	Furnish and Install New Water service Single 5/8" Main Side (Includes all excavation at 8 ft to 13 ft in depth)	\$	1,813.00	\$	90,650.00
28	50	EA	Furnish and Install New Water service Double 5/8" Main Side (Includes all excavation at 0 ft to 7 ft in depth)	\$	1,813.00	\$	90,650.00
29	50	EA	Furnish and Install New Water service Double 5/8" Main Side (Includes all excavation at 8 ft to 13 ft in depth)	\$	2,013.00	\$	100,650.00
30	10	EA	Furnish and Install New Water service 1" Main Side (Includes all excavation at 0 ft to 7 ft in depth)	\$	1,713.00	\$	17,130.00
31	10	EA	Furnish and Install New Water service 1" Main Side (Includes all excavation at 8 ft to 13 ft in depth)	\$	1,913.00	\$	19,130.00
32	5	EA	Furnish and Install New Water service 2" Main Side (per BWU Detail - Includes all excavation at 0 ft to 7 ft in depth)	\$	3,961.00	\$	19,805.00
33	5	EA	Furnish and Install New Water service 2" Main Side (per BWU Detail - Includes all excavation at 8 ft to 13 ft in depth)	\$	4,161.00	\$	20,805.00

Unit Prices: Water Service line replacement (Corporation and Meter Setter to remain)

Short side services are generally 10ft in length or less, not to exceed 20ft. Long side services are generally 50ft in length or less, not to exceed 65ft. *Long side services will include using a previously bored conduit under the road to push the service line through. The bore will be provided by the City's current boring contract holder at the contract prices*

34	250	EA	Furnish and Install New service line 1" Main Side (Includes all excavation at 0 ft to 7 ft)	\$	667.00	\$	166,750.00
35	250	EA	Furnish and Install New service line 1" Main Side (Includes all excavation at 8 ft to 13 ft)	\$	867.00	\$	216,750.00
36	250	EA	Furnish and Install New service line 1" Long Side (Includes all excavation at 0 ft to 7 ft)	\$	767.00	\$	191,750.00
37	250	EA	Furnish and Install New service line 1" Long Side (Includes all excavation at 8 ft to 13 ft)	\$	967.00	\$	241,750.00
38	250	EA	Furnish and Install New Service Line Only 1" Main Side (No excavation needed)	\$	250.00	\$	62,500.00
39	250	EA	Furnish and Install New Service Line Only 1" Long Side (No excavation needed)	\$	320.00	\$	80,000.00
40	100	LF	Furnish and replace private water service 1" (licensed Plumber required)	\$	35.00	\$	3,500.00
41	100	LF	Furnish and replace private water service 3/4" (licensed Plumber Required).	\$	35.00	\$	3,500.00

Unit Prices: Miscellaneous Installations and replacement

42	10	EA	Furnish and Install 18" Meter tile and lid	\$	380.00		3800
43	5	EA	Furnish and Install 18" lid replacement	\$	160.00		800
44	10	EA	Furnish and Install 18" DPW load rated meter tile	\$	160.00		1600
45	5	EA	Furnish and Install 18" DPW load rated polymer lid	\$	160.00		800
46	5	EA	Furnish and Install 24" x 30" meter tile and lid	\$	600.00		3000
47	25	EA	Adjust Elevation of meter tile and setter	\$	150.00		3750
48	15	EA	Adjust valve boxes (up to 6")	\$	320.00		4800
49	10	EA	Adjust valve boxes (additional 6" increments, first 6" paid for using the Unit Price above)	\$	450.00		4500
50	5	EA	Furnish and replace fire hydrant	\$	5,100.00		25500
51	10	EA	Furnish and Install fire hydrant traffic repair kit	\$	620.00		6200
52	200	EA	Prep and paint fire hydrant. (include number stencil)	\$	100.00		20000



20 EA Furnish and install fire hydrant seat kit

\$

1,100.00

22,000

Unit Prices: Sewer

54	500	LF	Light Cleaning Sanitary Sewer 12" to 24" diameter	\$	4.00	\$	2,000.00
55	500	LF	Light Cleaning Sanitary Sewer 24" to 36" diameter	\$	5.00	\$	2500
56	500	LF	Heavy Cleaning Sanitary Sewer 12" to 24" diameter	\$	10.00	\$	5000
57	500	LF	Heavy Cleaning Sanitary Sewer 24" to 36" diameter	\$	15.00	\$	7500
58	500	LF	Camera Inspection on 4" - 12"	\$	4.00	\$	2000
59	500	LF	Camera Inspection on 12" - 24"	\$	6.00	\$	3000
60	500	LF	Camera Inspection on 24" to 36"	\$	7.00	\$	3500
61	5	EA	Replace Manhole ring and lid.	\$	2,500.00	\$	12500
62	5	EA	Adjust manhole lid elevation (up to 4')	\$	400.00	\$	2,000.00
63	2	EA	Adjust manhole lid elevation (in 6" increments up to 24")	\$	1,500.00	\$	3,000.00
64	5	EA	Remove cone and raise manhole (2' minimum in 1' increments)	\$	4,000.00	\$	20,000.00
65	2	EA	Construct 4' diameter manhole, less than or equal to 6' deep	\$	6,500.00	\$	13,000.00
66	1	LF	Additional Depth for a 4' Diameter Manhole	\$	500.00	\$	500.00
67	1	EA	Construct 6' diameter manhole, less than or equal to 6' deep	\$	12,000.00	\$	12,000.00
68	1	LF	Additional Depth for a 6' Diameter Manhole	\$	850.00	\$	850.00
69	2	EA	Remove Existing manhole	\$	2,300.00	\$	4,600.00
70	1	EA	Abandon Manhole in place	\$	2,000.00	\$	2,000.00

Unit Prices: Sewer Services

All work requires state licensed plumber (Use of non-shrink or PVC couplings only) *Service repairs are generally 10ft in length or less, not to exceed 15ft.*

71	150	LF	Repair 4" sewer service line - Includes all excavation at 0 ft to 7 ft in depth	\$	35.00	\$	5,250.00
72	50	LF	Repair 4" sewer service line - Includes all excavation at 8 ft to 13 ft in depth	\$	40.00	\$	2,000.00
73	150	LF	Repair 4" sewer service line - No excavation required	\$	20.00	\$	3,000.00
74	100	LF	Repair 6" sewer service line includes all excavation at 0 ft to 7 ft in depth	\$	38.00	\$	3,800.00
75	50	LF	Repair 6" sewer service line includes all excavation at 8 ft to 13 ft in depth	\$	40.00	\$	2,000.00
76	100	LF	Repair 6" sewer service line - No excavation required	\$	22.00	\$	2,200.00
77	20	EA	Install sewer service check valve - Includes all excavation at 0 ft to 7 ft in depth	\$	550.00	\$	11,000.00
78	25	EA	Install or Replace Clean-out (Relief valve required) - Includes all excavation at 0 ft to 7 ft in depth	\$	350.00	\$	8,750.00
79	30	EA	Repair Broken Cleanout (Relief valve required) - Includes all excavation at 0 ft to 7 ft in depth	\$	350.00	\$	10,500.00

Traffic Control

80	2	EA	Local Street Closure (one day)	\$	1,300.00	\$	2,600.00
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Labor Rate		
81	1	Per Hour
		(In dollars per hour for miscellaneous items)
		(This dollar amount is outside of the Line Items in this Bid - all other Line Items shall include labor rates in addition to all other costs)
		\$ 36.00 \$ 36.00
Equipment and Operator		
82	1	Per Hour
		(In dollars per hour for miscellaneous items)
		(This dollar amount is outside of the Line Items in this Bid - all other Line Items shall include equipment and operator costs in addition to all other costs)
		\$ 120.00 \$ 120.00
Total Bid Price (In Numbers)		
*The Total Bid Price is the Sum of all Extended Prices in the Unit Bid Form above.		2,403,249.00
Total Bid Price (In Words):		\$ Two Million Four Hundred and Three Thousand Two Hundred and Fourty Nine dollars and Zero cents.



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Additional Pricing – Not Included in Total Bid Price:

The pricing below shall not be included in the Total Bid Price Calculation, however these amounts will govern in the event that there is a priority start or an emergency start (as defined below). These charges shall be conveyed in the format of a "surcharge". Contractor may elect to waive these charges for any specific Work Assignment, provided that such waiver is in writing to the City.

Surcharge for Priority Start (within 7 calendar days of Work Assignment Date): \$__1,200.00__ Flat Fee

Surcharge for Emergency Start (within 12 hours of written notification): \$__2,500.00__ Flat Fee

**A formal Work Assignment may not be able to be issued for emergency start situations until after work has begun.*

BIDDER DECLARATION

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

Company Name: Ross and Co. Construction By (Authorized Person's Signature):

Printed Name and

Title: Zeck Ross Director of Operations

Date: 5/8/2024

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

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

Arkansas State Contractor's License Number (REQUIRED): 0421950323



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SECTION 6: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
 - b. The term "Bid" means the offer by the Bidder.
 - c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
 - d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
*At times in this document the terms Bidder and Contractor are interchangeable.
 - e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
 - f. The term "City" means the City of Bentonville, Arkansas.
 - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

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

Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.

Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:

- (1) The Bids are submitted in separate sealed envelopes;
- (2) The products being proposed in each submission are different makes, models or otherwise types of products.



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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.
5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

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

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

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

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

Bidders accept all terms and conditions herein upon submission of their signed Bid.

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

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



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8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsive and responsive Bidder as determined by the City through the Bid evaluation process.

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

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



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14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

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



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21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.
- The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.
- It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

1. Termination for Convenience

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

2. Termination for Cause

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



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3. Termination Due to Unavailability of Funds

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

- 28. W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
- 29. DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.
- 30. BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.
- 31. PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
- 32. MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
- 33. ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
- 34. WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.



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35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
37. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
38. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department at (479) 271-3115.



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APPENDIX A

SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)



CITY OF BENTONVILLE, ARKANSAS
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SUBCONTRACTOR DISCLOSURE

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of \$50,000.00 must have a valid, current Arkansas State Contractor's License.

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein by the prime contractor awarded a contract under the provision of this act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

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

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed	Answer Y/N Subcontractor's portion exceeds \$50,000.00.
Pinnacle Plumbing	MP5432	Water & Sewer Services	N



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APPENDIX B

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)



CITY OF BENTONVILLE, ARKANSAS
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Type text herefggrgrfrfr

NON-COLLUSION AFFIDAVIT

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

State of Arkansas

County of Benton

I Zack Ross (Printed Name of Authorized Representative/Agent)
of lawful age, being first duly sworn, on oath says that:

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

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

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

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: [Signature]

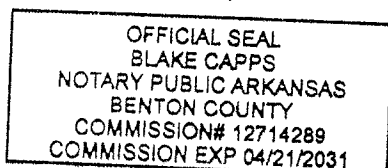
Title (of Authorized Representative/Agent): Director of Operations

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 9th day of May, 20 24

Notary Public Signature: [Signature] My commission expires: 4/21/31

Seal:





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APPENDIX C

BIDDER QUALIFICATIONS **(REQUIRED RESPONSE DOCUMENT)**



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BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall complete this Response Document and include it in any Bid Submission. Failure to include this Form completed may result in the Submission being declared non-responsive and being rejected. Bidders may include additional qualifications statements with their Bid for the City's consideration, however this form must be completed and included with any Bid Submission.

The City reserves the right to contact companies for whom the Bidder has performed work for, and to use any information gained from contacting those companies in the evaluation of Bidder's qualifications to complete the Scope of Work. The City may use the information contained in this Form or gathered through the City's own investigation, or via other information included in Bidder's Submission, to contact companies and/or references.

General Information:

Company Bidding:	Ross and Co. Construction	Contact Person (Name):	Zack Ross
Contact Person (Phone):	479-601-7191	Contact Person (Email):	Zack@rossandcoconstruction.com
Company Address:	10049 Hidden Acres rd Gravette AR		

Primary Business Activity Description:

Water and Sewer system installation and fire line installation and repair.

Bidder possesses a (check if applicable and include additional information below):

- ☒ Arkansas Contractors License ☒ Other (List all applicable)
Gas Fitter Supervisor License

Arkansas Contractors License Number: 0421950323 Expiration Date: 05/17/2024

Average Number of Employees Per Year – Last 3 Years:

Year: 2022	Year: 2023	Year: 2024
# of Employees: <u>4</u>	# of Employees: <u>7</u>	# of Employees: <u>10</u>

Annual Dollar Volume Per Year – Last 3 Years:

Year: 2022	Year: 2023	Year: 2024
\$ <u>380,000</u>	\$ <u>1,600,000</u>	\$ <u>3,200,000</u>



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(Form continues on following page)

Largest Contract Currently in Progress:

Title/Description: Claude Apartments

Customer/Owner: Buffalo Builders

Contact Name: Ron Rhude Phone: 5016501426 Email: ron.rhude@buffalo.builders

Dollar Value of Contract: \$ 420,000.00

Scheduled Completion: 6/7/2024

Current Major Contracts in Progress:

1.

Project Description:	Fire line, fire hydrant and sewer main extension.		
Project Title:	Marriot Hotel	Size (Dollar Value):	186,000.00
Customer Contact (Name):	Cameron McKay	Phone Number:	479-640-2134
Customer Email:	Cameron@boenkempconstruction.com	Estimated Completion Date:	6/14/2023

2.

Project Description:	Water main and fire line installation		
Project Title:	Uhaul Storage	Size (Dollar Value):	81,884.00
Customer Contact (Name):	Kenny Sledge	Phone Number:	501-487-8480
Customer Email:	Kenny.sledge@aaservices.us	Estimated Completion Date:	6/21/2024

3.

Project Description:	Water main and fire line installation		
Project Title:	Crye Leike	Size (Dollar Value):	143,907.00
Customer Contact (Name):	Paul Martin	Phone Number:	479-530-7851
Customer Email:	Pmartin@VSCfire.com	Estimated Completion Date:	7/19/2024

Are there any judgements, claims or suits pending or outstanding against your company?: ☐ Yes ☒ No
If yes, attach details.

Has the Company now or ever been involved in any bankruptcy or reorganization?: ☐ Yes ☒ No
If yes, attach details.

Has the Company received any Regulatory (EPA, OSHA, etc.) inspections in the last three years?: ☐ Yes ☒ No
If yes, attach details.

Has the Company received any Regulatory (EPA, OSHA, etc.) citations in the last three years?: ☐ Yes ☒ No
If yes, attach details.



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Has the Company had a work related fatality in the last three years? : ☐ Yes ☒ No *If yes, attach details.*
Has the Company been suspended or debarred from doing business with any governmental entity within the last three years? ☐ Yes ☒ No
If yes, attach details.

Does the Company have an active Equal Opportunity Employment Policy? ☒ Yes ☐ No

Does the Company certify that it does not and will not operate any segregated facilities, in accordance with the Equal Opportunity Clause required by Executive Order 12246 of September 24, 1955. ☒ Yes ☐ No

Is the Company a Minority or Disadvantaged Business Entity? ☐ Yes ☒ No *If yes, attach details.*

Prior Similar Experience References:

Bidders shall use the spaces below to provide at least three references for whom the Bidder has completed the same or similar Scope of Work for, as stated in the Bidding Documents, within the last five years.

1.

Customer/Location:	Freedom Fire Pro Crossmar 200 Bentonville	Size (Dollar Value):	\$25,000
Type of Work:	Fire Line installation		
Customer Contact (Name):	Josh Ferguson	Phone Number:	4798-871-4119
Completion Date:	4/22/2024		
Description of Work			
Fire line and FDC installation			

2.

Customer/Location:	VSC U of A Fayetteville	Size (Dollar Value):	\$156,000.00
Type of Work:	water main extension and fire line		
Customer Contact (Name):	Paul Martin	Phone Number:	479-530-7851
Completion Date:	2/26/2024		
Description of Work			
Water main extension, Fire line and FDC installation. Job was on campus at the University of Arkansas and consisted of public road and bore work beneath the Senior walk.			

3.

Customer/Location:	CR Crawford Powers of Arkansas	Size (Dollar Value):	126,000
Type of Work:	Water, Sewer, Fireline		
Customer Contact (Name):	Chris Lee	Phone Number:	479-263-5641
Completion Date:	2/26/2024		
Description of Work			



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Water main extension and sewer services and Fire Line. Tied on to a 36" Ductile line in the Public right-of-way

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

Prior to doing business in Arkansas we were in Northern California in the bay area working on gas systems. One of our projects were copper service replacement program which was replacing copper services with poly pipe gas services to hundreds of homes all throughout the bay area. Homeowner contact was a daily event along with working in the public right-of-way. We completed approximately 4 services a day per crew while working in the public right of way. We also were a part of an emergency leak response team that responded to gas leaks and performed all work to repair the leak.

If Bidder requires additional space to relay information pertaining to any part of this Form, Bidder may include additional pages/information in the Submission.

[End of Bidder Qualification Response]



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APPENDIX D

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Ross and Co. Construction

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

Immediate Relation includes:

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

OR

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

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

 **Initials**



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APPENDIX E

SPECIFICATIONS **(REQUIRED RESPONSE DOCUMENT)**



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, “AS SPECIFIED”, by placing an “X” in the designated space (‘As Specified’) provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City’s specification but is being offered to the city as being an “EQUIVALENT” (including alternate or substitute) to the City’s specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item’s equivalency to the City’s specification. The City shall have the final determination as to whether an item is equivalent and meets the City’s needs.
- **REQUIRED RESPONSE FIELDS:** Where indicated in Specification Descriptions as a Required Response Field, Bidders shall provide the requested information (such as describing a type of flooring or color of the proposed item).

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

Definitions:

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF ‘AS SPECIFIED’	BIDDER INDICATE IN THIS COLUMN IF ‘EQUIVALENT’
1.	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2.	The awarded Bidder shall follow all federal, state and local safety regulations.	X	
3.	The awarded Bidder shall execute the Contract and provide Performance and Payment Bonds as specified upon return of the signed Contract.	X	
4.	Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.	X	
5.	The awarded Bidder and crew shall meet with the City’s designated contact(s) prior to beginning services to review the Scope of Work, measurements and plans (Pre-Construction Meeting).	X	
6.	The awarded Bidder shall coordinate progress meetings with the City’s designated contact(s) to review progress and details while services are being performed.	X	
7.	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.	X	



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Warranty	The awarded Bidder understands that this IFB Document contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes. The awarded Bidder shall perform the work in accordance with industry standards and best practices.	X	
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2. PROJECT SPECIFICATIONS

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9.	Bidder understands that all water service line must be installed in accordance with section 12.6.2 of City Specifications.	X	
10.			

11. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon 100% completion of the work as approved by the City.

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

Reasoning: _____

Workmanship Warranty:

Bidder warrants that the workmanship and material shall be free from defect for a period of one (1) year(s) upon 100% completion of the work as approved by the City.

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

Reasoning: _____



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APPENDIX F

EXAMPLE WORK ASSIGNMENT FORM



IFB-24-27 IDIQ CONTRACT: WORK ASSIGNMENT FORM

WORK ASSIGNMENT #: _____

(Department initials followed by 001,002,003 etc.)

frv DATE OF ISSUANCE: _____

DEPARTMENT ISSUING WORK ASSIGNMENT: _____

CITY CONTACT FOR WORK ASSIGNMENT:

Name: _____ Phone: _____ Email: _____@bentonvillear.com

Contact Notes: _____

Summary/Narrative of Scope of Work:

Design Documents (check applicable):

_____ Attached to Work Assignment (or in email) _____ Will be proved by _____(date)

Date Work Shall Begin:

Date Work Shall be Substantially Complete (Specify NA if not using substantial completion):

Date Work Shall be 100% Complete:

Other Requirements (optional):

Estimated Cost for Work Assignment:

Signatures (REQUIRED):

_____ Contractor as Acknowledged and Compliant

_____ City Contact as Approved and Issued



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-24-27	Solicitation Title:	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER AND SEWER MAINTENANCE WORK
Addendum Number:	1	Date of Issuance:	April 22, 2024

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 21, 2024.

Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

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

This Addendum Number 1 consists of 1 page(s).

Amended Optional Pre-Bid Date and Time:

1.0 Due to a scheduling conflict, the City determined it is in its best interest to amend Optional Pre-Bid Meeting Date and Time.

- a. The Optional Pre-Bid is rescheduled to Thursday, May 2, 2024, at 1:00 PM.
- b. Optional Pre-Bid Meeting will be located at Bentonville Municipal Complex, Water Utilities Conference Room A133, 3200 SW Municipal Drive Bentonville, AR 72712.

****REMINDER: ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED IN ANY BID SUBMISSION****



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-24-27	Solicitation Title:	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER AND SEWER MAINTENANCE WORK
Addendum Number:	2	Date of Issuance:	April 25, 2024

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 21, 2024.

Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

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

This Addendum Number 2 consists of 1 page(s).

Amended Performance and Payment Bonds Requirement:

1.0 The City inadvertently overlooked updating the Performance and Payment Bonds from Total Bid Price to Not to Exceed Contract Amount.

1.1 The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to Not to Exceed Contract Amount (\$500,000.00) as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City. The awarded Bidder may elect to transfer the Performance Bond to a Maintenance Bond upon conclusion of the Project for the one-year guarantee period.

****REMINDER: ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED IN ANY BID SUBMISSION****



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-24-27	Solicitation Title:	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER AND SEWER MAINTENANCE WORK
Addendum Number:	3	Date of Issuance:	May 3, 2024

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 21, 2024.

Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

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

This Addendum Number 3 consists of 5 page(s).

Pre-Bid Meeting Agenda:

1.0 The Pre-Bid Meeting Agenda is attached herein.

Questions and Answers from Bidders and from the Optional Pre-Bid Meeting held on May 2, 2024 at 1:00 PM and after the Pre-Bid Meeting:

Line Number	Submitted Question	City's Response
1.	Forecast for projects utilizing the IDIQ?	The City plans to focus on leak repair/full service line upgrades.
2.	Will we have to utilize the Boring and Trenching Contract with the IDIQ contract?	Yes, the Boring and Trenching contractor will complete work prior to IDIQ contractor starting work.



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
3.	Work order assignment form?	The City's intent is to clearly communicate and convey expectations with the awarded contractor regarding work order completion dates and timelines at each pre-work assignment meeting. Work orders will range in the number and size of jobs (i.e., one work order may have 5 leaks, another may have 25 leaks).
4.	Average repair time per work assignment?	1-2 weeks currently, based off the current contractor repairing between 5 to 10 leaks per assignment. The current IDIQ contractor is fixing approximately one leak per day. This is not indicative of the City's expectations and the City would like to see the number of leaks repaired per work assignment increase.
5.	Is the sewer jetting line item still included?	Sewer jetting has not been utilized under the current IDIQ contract. However, the City's intent is to be able to utilize the IDIQ contractor for a wide range of jobs. All bid form lines may not be utilized during the contract term.
6.	Is there still a 12-hour emergency call line in this packet?	Yes, on page 24 of the bid packet.
7.	I have a question regarding this IFB. It states, "The Not to Exceed Contract Amount set for this Contract is \$500,000." Is this \$500,000 limit for each task order? Is the limit per year? Will they be awarded multiple task orders in a year or just one?	This is amended in the Scope of Work Discussed during the Pre-Bid Meeting below.
8.	Could you send the Unit Price Bid Form (Line list) in an excel file format?	Yes, please see the link provided in this addendum below.
9.	Who is the current contractor being used to scope & clean the sewer lines?	The City does not release this information while a solicitation is open; however, previously awarded contracts can be found by searching the City's Agenda Center https://bentonvillear.com/592/Agendas-Minutes .



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
10.	Are the doubles running off of the same tap?	Double 5/8" services are ran off the same 1" tap.

Scope of Work and Project Narrative Discussion covered during the Optional Pre-Bid Meeting:

- 1.0 The Not to Exceed Contract amount for the entire term of the Contract (should both renewal options be utilized) is amended to \$1,500,000.00 (one million five hundred thousand dollars). The Not to Exceed Contract amount for each single year term of the Contract is \$500,000.00 (five hundred thousand dollars).
 - 1.1 In the event that the City anticipates exceeding the \$500,000 amount in a single contract year, a Contract Amendment will be taken to Bentonville City Council for approval.
- 2.0 The Departments intent is to procure a Leak Detection Contractor to help with the City's main goals of continuing to focus on fixing leaks throughout the City.
 - 2.1 If/when a Leak Detection Contractor is hired, the City anticipates the number of leak fixes to increase.
- 3.0 The City has posted the IFB-24-27 Bid Form in Excel format to the City Website, if bidders would like to type in their bid form rather than writing in the form.
 - 3.1 The City does not accept electronic bids, all bids must be submitted by mail or hand delivered to Purchasing at 1000 SW 14th Street Bentonville, Arkansas 72712.
 - 3.1 <https://bentonvillear.com/DocumentCenter/View/16447/IFB-24-27-Bid-Form>

****REMINDER: ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED IN ANY BID SUBMISSION****



IFB-24-27 Pre-Bid Meeting Notes/Agenda

IFB-24-27:

1. Open Meeting (Purchasing)

- a. Welcome
- b. Solicitation ID and Title: IFB-24-27 Indefinite Delivery – Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work Pre-Bid Meeting
- c. Announcement: Optional (Bidders do not have to attend to be eligible to submit a Bid)
- d. Staff Introductions (members introduce themselves)

Name	City
Kelsi Frederick	Purchasing Manager
Andrea Trevisan	Purchasing Specialist
Beau Thompson	Technical Services Manager
Loran Shipman	Sewer Supervisor
Donnie Schmidt	Water Utility Construction Manager

- e. Attendee introductions:

Name	Company Name
Garrett Nickel	Calcon
Jack Moody	Calcon
Candy Ward	Mo-Ark Utilities
Ronnie Ward	Mo-Ark Utilities
Ted Crisy	
Zack Ross	Ross & Co. Construction

- f. If you did not receive your Bid Packet via email, potentially downloading it from the City's website or a 3rd party, please email purchasing@bentonvillear.com to alert us that you are a plan holder. This ensures you will receive RFI Responses, Addenda etc. All Addenda will be posted on the City's website.
- g. Reminder that nothing discussed in this meeting should be considered contractual unless it is currently contained in the Bidding Documents – no changes etc. will be contractual unless a formal addendum is issued.

2. General Dates and Reminders (Purchasing)

- a. Bid Opening Date and Time: Thursday, May 9, 2024, at 3:00 PM CST.
 - i. All bids must be received prior to the time stated for opening bids.
- b. Bid Opening Location
 - i. Administrative Services Building- 1000 SW 14th Street – 2nd Floor (A239)
 - ii. Stairway – fill in last minute pricing in lobby etc. – get in before 3:00 PM.
 - iii. SEAL YOUR ENVELOPE – correct number – IFB-24-27
 - We cannot accept unsealed envelopes.



IFB-24-27 Pre-Bid Meeting Notes/Agenda

- c. Question Deadline: May 3, 2024 @ 4:30 PM
 - i. All questions must be submitted in writing to purchasing@bentonvillear.com
 - ii. If you have questions, let us know ASAP so that we can address them.
 - d. Bid Bond Requirement: 5% of Total Bid Price.
 - i. Personal checks and company checks are NOT acceptable as a Bid guarantee.
 - e. Reminders:
 - i. Rejectable Items:
 - Bid Bond
 - Bid Signed
 - Non-Collusion Affidavit
 - a. Automatic rejection if not included, signed and notarized.
 - ii. Qualifications Statement
 - iii. Bid Form – unit price.
- 3. Contract Specific (Purchasing)**
- a. City's specified timeline:
 - i. After accepting bid, the City must get the Notice of Award approved by City Council.
 - ii. The City issues Notice of Award accompanied with unexecuted contract to the bidder, bidder has 15 days to return to City executed along with Certificate of Insurance and all required bonds.
 - iii. Performance and Payment Bond required at time of contract signing.
- 4. Addenda/RFI Responses (Purchasing)**
- a. Addendum 1
 - i. Amended Optional Pre-Bid Date and Time.
 - b. Addendum 2
 - i. Amended Performance and Payment Bonds Requirement to an amount at least equal to Not to Exceed Contract Amount (\$500,000.00) as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract.
- 5. Scope Discussion (Department)**
- 6. Bidder Q/A**

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

CITY OF BENTONVILLE SOLICITATION

IFB-24-27-Indefinite Delivery-Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work



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

FOR PUBLICATION

PUBLICATION DATES: APRIL 21, 2024; APRIL 28, 2024

NOTICE TO BIDDERS

INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER AND SEWER MAINTENANCE WORK

Invitation For Bid (IFB)-24-27

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, licensed, insured, and experienced Contractors to enter into an IDIQ (Indefinite Delivery Indefinite Quantity) Contract with the City of Bentonville, for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, for work generally consisting of providing the following services, including but not limited to: new service line installations, fire hydrant maintenance and repairs, manhole construction, and other repairs and installation associated with Bentonville Water Utilities sewer collection and water distribution systems, in response to City of Bentonville Requests (Work Assignments). The Not to Exceed Contract Amount set for this Contract is \$500,000.00 (five hundred thousand dollars), for the City of Bentonville Various Departments.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 5% (five percent) of the Total Bid Price, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidders shall adhere to the bonding requirements as specified in the IFB-24-27 Bidding Documents.

There will be an OPTIONAL Pre-Bid Meeting held on Wednesday, May 1, 2024 at 1:00 PM CST, located at Bentonville Municipal Complex, Water Utilities Conference Room A133, 3200 SW Municipal Drive Bentonville, AR 72712. Attendance to the Pre-Bid Meeting is optional, but highly encouraged. City Staff will meet Bidders in attendance and begin the pre-bid meeting at 1:00 PM sharp.

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

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

The City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements, projects, and purchases. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

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



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

There will be a Public Bid Opening for IFB-24-27 held at 3:00 PM CST on Thursday, May 9, 2024; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, unsigned Submissions and Submissions which do not contain the required Bid Bond will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is May 3, 2024, at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Bidding Documents that do not result in a change or Addendum (see Bidding Documents for additional information).

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: LEGAL



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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-24-27	Date of Issuance:	APRIL 21, 2024 APRIL 28, 2024
Description:	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER AND SEWER MAINTENANCE WORK		
Requesting Department:	CITY OF BENTONVILLE VARIOUS DEPARTMENTS		
Purchasing Department (Buyer):	KELSI FREDERICK, PURCHASING MANAGER		
Pre-Bid Meeting Information:	WEDNESDAY, MAY 1, 2024 OPTIONAL PRE-BID MEETING. SEE PRE-BID MEETING SECTION OF THIS IFB DOCUMENT FOR ADDITIONAL DETAILS.		
Bid Bond Requirement:	5% BID BOND REQUIRED SEE BID BOND SECTION OF THIS IFB DOCUMENT FOR DETAILS		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	MAY 9, 2024 AT 3:00 PM CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	City of Bentonville Administrative Services Building Purchasing – 2nd Floor – IFB-24-27 1000 SW 14 th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	May 3, 2024– 4:30 PM CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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PURCHASING DEPARTMENT
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EXECUTION OF BID PAGE **(REQUIRED)**

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: _____ Phone Number: _____

Business Address (Full Street/City/State/Zip): _____

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

Name of Contact Person: _____ Email: _____

Signature of Authorized Person: _____ Date: _____

Printed or Typed Name: _____ Title: _____

Arkansas Contractor's License Number: _____ **(REQUIRED)**

Sales or Use Tax ID Number: _____

Bid Bond Included: ☐ Yes ☐ No **(REQUIRED)**

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to enter into an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract, for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, with a properly qualified, licensed, insured, and experienced Contractor for work generally consisting of providing the following services, including but not limited to: new service line installations, fire hydrant maintenance and repairs, manhole construction, and other repairs and installation associated with Bentonville Water Utilities sewer collection and water distribution systems, in response to City of Bentonville Requests (Work Assignments). The Not to Exceed Contract Amount set for this Contract is \$500,000.00 (five hundred thousand dollars).

2. REQUIRED RESPONSE DOCUMENTS

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

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

3. APPENDIXES

- **APPENDIX A: SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
 - Additional Specifications are included as links in the Scope of Work Section.
- **APPENDIX F: EXAMPLE WORK ASSIGNMENT FORM**

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. INSURANCE

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

The policies of insurance required are as follows:

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

2. GUARANTEE OF BID

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

3. BONDS

A. BID BOND (BID GUARANTEE) (REQUIRED)

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

X Bid Bond Required ___ Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five percent (5%) of the Total Bid Price, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in the Guarantee of Bid section of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

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



B. PERFORMANCE & PAYMENT BOND (REQUIRED)

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

X **Performance and Payment Bond Required** **Performance and Payment Bond Not Required for this Solicitation**

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

C. BONDS – GENERAL

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

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

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

4. WARRANTIES

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

Bidders shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

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5. LAWS AND REGULATIONS

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

6. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein, unless the response pertains to items in the Bidding Documents that do not result in a change or Addendum, such as, but not limited to: Bid Bond requirements, Bid Opening location, Bid Opening Date and Time, location of documents, Plan Holders/Known Document Holders Lists, issued addenda requests, etc. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

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

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



8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

9. INDEMNIFICATION

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

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

10. DAMAGES

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

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

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



11. PAST PERFORMANCE/REFERENCES

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

12. TOBACCO PRODUCTS AND LITTERING

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

13. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

14. BIDDER'S DOCUMENTS

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

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

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

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

15. INVOICING

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

The awarded Bidder shall include IFB-24-27 on all invoices submitted pertaining to work performed for this contract.

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

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

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

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

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

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

All invoices must reflect City of Bentonville, Arkansas Sales Tax, and any other applicable tax, as required or as applicable (this may include showing the tax calculation or including a statement that Bentonville, AR sales tax is included). Required correction in invoices may result in delayed payment. The awarded Bidder is encouraged to contact the City’s Accounts Payable Department (via the above email) with any advanced questions regarding invoicing and invoicing requirements prior to submitting their first invoice.

16. BIDDER REQUESTED PAYMENT TERMS

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

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

[This space has been intentionally left blank]



17. PRE-BID MEETING

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

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

☐ In Person ☐ Zoom or Other Virtual Method

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

☒ In Person ☐ Zoom or Other Virtual Method

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

Pre Bid Meeting Information: There will be an OPTIONAL Pre-Bid Meeting (in-person) held on Wednesday, May 1, 2024 at 1:00 PM CST, located at Bentonville Municipal Complex, Water Utilities Conference Room A133, 3200 SW Municipal Drive Bentonville, AR 72712. The Pre-Bid Meeting will be held to allow Bidders an opportunity to view the work area and field verify any needed measurements.

Pre-Bid Meeting COVID-19 Precautions:

Bidders and any of Bidders personnel or representatives that attend the Pre-Bid Meeting must follow current CDC guidelines and any local, state or other applicable laws and regulations pertaining to reducing the spread of COVID-19.

18. TERM

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

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

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years. Bidders shall note that the Contract Term is separate from the required days to complete work.

This Contract is an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract. A Work Assignment will be issued to the Contractor for each specific Work Assignment location. The Work Assignment will include information such as: completion time, location, design documents.

During the one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, the maximum aggregate payments for Work Assignments to the Contractor shall not exceed \$1,500,000.00 (one million five hundred thousand dollars) without formal Amendment and approval from the Bentonville City Council.

This Contract will be available for use city-wide, for all City Departments, including but not limited to: Engineering Department, Transportation Department, Street Department, Water Department, Electric Department, Parks Department, etc.



19. SUBCONTRACTORS

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

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

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

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

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

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[This Space Has Been Intentionally Left Blank]



SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall furnish all labor, materials, equipment, tools, supervision, insurance, and all other necessary components indicative of the type of work or supply of item(s) or services specified herein and as required to perform the work to 100% completion and/or to deliver all item(s) and/or services to the City as specified. The intent of this Indefinite Quantity (IDIQ) Contract is to have work done to the City's water and sewer infrastructure when City Water and Sewer crews aren't available.

Location:

Each Work Assignment will be for Projects located within the City limits of Bentonville, Arkansas.

Summary:

The purpose of this solicitation is to enter into an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract, for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, with a properly qualified, licensed, insured, and experienced Contractor for work generally consisting of providing the following services, including but not limited to: new service line installations, fire hydrant maintenance and repairs, manhole construction, and other repairs and installation associated with Bentonville Water Utilities sewer collection and water distribution systems, in response to City of Bentonville Requests (Work Assignments). The Not to Exceed Contract Amount set for this Contract is \$500,000.00 (five hundred thousand dollars)

Specifications:

All Specifications for the Work are included as documents herein or by reference below. Referenced documents (specifications) shall be considered as included herein word for word.

Water Department Specifications: <http://www.bentonvillear.com/DocumentCenter/View/7691/2021-Bentonville-Water-and-Sewer-Specifications> including addendum <http://www.bentonvillear.com/DocumentCenter/View/11194/Addition-of-PEX-service-lines>

ARDOT Specifications: <https://www.ardot.gov/divisions/construction/standard-specifications/>

Contract Type:

The awarded Contract shall be an IDIQ Contract. A Work Assignment will be issued to the awarded Contractor for each specific Work Assignment location (Project). The Work Assignment will include the project location, completion time (contract time), engineering design documents, and other required documentation. The Contract Documents will consist of all the applicable City of Bentonville standard details and specifications; Bidders shall understand that full design documents (when applicable) will be provided with each Work Assignment and will not necessarily be included in these Bidding Documents or the Contract Documents.

Pre- Work Assignment Meetings Required:

The awarded Contractor shall meet representatives from the City on-site (in the field) to discuss the details and specifications of a potential Work Assignment, unless otherwise specified by the City's contact. The final



Scope of Work for the Work Assignment will be determined at that time and, if additional details are desired, the awarded Contractor must request them at that time.

Contract Amount:

\$500,000.00 maximum (not to exceed). Any amount above this in the one-year term will require an Amendment and approval from the Bentonville City Council.

Notice to Proceed (NTP):

A NTP shall be issued by the City after the Pre-Assignment Meeting for each Work Assignment. The NTP shall contain the Completion Time for the Work Assignment. Work shall only be considered authorized if the Notice to Proceed has been fully executed by the City and the Contractor. The City will not be responsible for any work completed or materials purchased prior to the Notice to Proceed for each Work Assignment being fully executed.

Completion Time (Contract Time):

Time is of the essence for all Work Assignments and each Work Assignment shall be completed within the specified number of days in the Notice to Proceed. Contractor's failure to satisfy the substantial, and final completion requirements, in addition to any other contract time requirements, may result in a pause in issuance of any additional Work Assignments. Repeated failures to satisfy timelines, or failure to bring a single location in compliance with timeline as directed by the City may result in termination of the Contract.

Time to Mobilize:

In general, the awarded Bidder shall be ready to mobilize and begin services within ten (10) days from receipt of the City's Work Assignment. Each Work Assignment may alter the mobilization time and will indicate in the Work Assignment when Contractor is expected to begin services.

Multiple Work Assignments:

Contractors should note that there may be multiple Work Assignments active at one-time. The awarded Contractor will be expected to keep accurate, organized and easily accessible records and shall have the means of providing the City with accurate construction update requests when requested by the City.

In submitting a Bid to the IFB-24-27, Bidder is representing that they have or are able to obtain by award, the necessary labor, equipment, and all other necessary resources to perform Work Assignments on an as-needed basis for the City.

Haul-Off/Disposal:

All disposal materials shall be hauled off/disposed of at the Contractors expense and shall be included for all Unit Price Line Items where applicable (noted). Contractor shall be responsible for the legal disposal of all items, in accordance with all applicable laws and regulations, including any hazardous items which may exist or which may otherwise occur in the performance of work (such as spills). Contractor shall be solely responsible for providing the location for the disposal materials (Contractor provided site).

Intent to Issue a Single Contract:

The City intends to award this Bid (IFB-24-27) to a single Contractor who submits the lowest, most responsible, and responsive Bid, however the City reserves the right to make award in its best interest.



Right to Use City Forces:

In the event that a portion of the work in a Work Assignment may be completed utilizing City's forces or other Contracts active with the City, the City reserves the right to remove that portion prior to issuing the Notice to Proceed and Contractor agrees to coordinate with the City, or City's Contractor amicably to ensure work is completed timely and accurately.

*See Boring & Trenching Work Specifically Section

Quantities:

All quantities included herein are estimates only for the submission of a Total Bid Price. The Total Bid Price and quantities shall have no bearing on the final quantities that may be completed or otherwise delivered under the awarded Contract. The Total Bid Price will be used for comparison purposes only and is not to be construed as the contract amount.

Subcontractors:

Subcontracted work, such as plumbing and electrical, shall be in accordance with Section 19-Subcontractors herein. A list of Subcontractors must be included in Bidders Bid Submission if they intend to use Subcontractors. The awarded Bidder shall update the City in the event of any changes in the Subcontractors used.

Boring & Trenching Work Specifically:

The City of Bentonville maintains a blanket contract for Boring and Trenching Services. The City's incumbent Boring and Trenching Contractor shall be used to perform boring and trenching services under the awarded IFB-22-68 Contract.

Invoicing & Payment for City's Boring & Trenching Contractor: All work performed for a Work Assignment by the City's Boring and Trenching Contractor will be billed directly to the City by the incumbent Boring and Trenching Contract holder.

Unit Prices:

All work shall be completed in accordance with the Unit Prices set out in the winning Bid Submission and the awarded Contract. There shall be no change in the Unit Prices prior to award or at any time during the Contract Term.

General Work Performance:

All work shall be performed and material supplied in accordance with this IFB and individual Work Assignments.



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Change Orders:

No Change Order shall be considered approved unless approved in writing by the City and in accordance with all applicable procurement laws, rules and policies. Work included in the Change Order shall not be completed prior to the City's written approval. The City is not responsible for work completed outside of an approved Change Order. The City reserves the right to reject requested Change Orders. For this Contract, a Change Order to the Master Contract Agreement awarded under IFB-24-27 shall be considered a Master Contract Change Order; a Change Order for a Work Assignment shall be considered a Work Assignment Change Order.

2. DELIVERY

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

Estimated Award Date (not guaranteed, subject to change): _____ **June 11, 2024** _____

Delivery/Work-Site Location: _____ **Various sites within City of Bentonville Limits** _____

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

X **Construction/Project Specified Date(s): Work Beginning and Completion**

City's Specification:

Work Beginning: The City requests that work begin ten (10) days from Notice to Proceed.

***Completion dates for each Work Assignment will be in accordance with the Notice to Proceed for that Work Assignment.**

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

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

Work Beginning: Work will begin within _____ day(s) from Notice to Proceed.

[This Space Has Been Intentionally Left Blank]



SECTION 4: BIDDER ACKNOWLEDGEMENTS

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

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

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SECTION 5: BID PRICING

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

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

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

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

X Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Bid Price shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern. The Total Bid Price is used for comparison purposes only; final payments will be based on actual work performed and materials supplied. If the required quantities of the items listed are increased or decreased by Change Order, the unit prices set forth shall apply to such quantities. Bid prices shall be rounded to the nearest cent.

Deductive Alternates apply when indicated by an “x” in the fields below

___ Deductive Alternates Included _X_ Deductive Alternates not included in this IFB

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

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

Unit of Measure Definitions:

LF: Linear Feet	“ : Inch
CY : Cubic Yard	’ : Foot
SF : Square Feet	BWU: Bentonville Water Utilities
EA : Each	BEUD: Bentonville Electric Utility Department (or BEU)
SY : Square Yard	

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE



UNIT PRICE BID FORM					
BID ITEM	EST. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Unit Prices: Demolition					
1	200	SY	4" concrete demolition, including haul off	\$	\$
2	200	SY	6" concrete demolition, including haul off	\$	\$
3	200	SY	2-6" asphalt demolition, including haul off	\$	\$
4	200	SY	6"+ asphalt demolition, including haul off	\$	\$
5	200	LF	Curb and gutter demolition, including haul off	\$	\$
Unit Prices: Surface Repair Work					
6	500	SY	Seed and straw (Seed rate of 8 pounds per 1,000 square feet)	\$	\$
7	500	SY	Furnish and Install Sod (Fescue)	\$	\$
8	200	SY	Furnish and Install Sod (Zyosia)	\$	\$
9	500	SY	Furnish and Install Sod (Bermuda)	\$	\$
10	200	SY	Furnish and install topsoil 4"– Over 200 SY	\$	\$
11	400	SY	Furnish and install topsoil 4" Under 200 SY	\$	\$
12	50	SY	Furnish and Install Mulch 4" Over 200 SY	\$	\$
13	100	SY	Furnish and Install Mulch 4" Under 200 SY	\$	\$
Unit Prices: Road Repair					
14	100	SY	Asphalt Repair (cold mix per BWU) (include Class 7 base and compaction)	\$	\$
Unit Prices: Concrete Work					
15	100	LF	Construct curb and gutter per Street Specifications (include base in price)	\$	\$
16	100	SY	Construct sidewalks per Street Specifications (include base in price)	\$	\$
17	100	SY	Construct driveways (include base in price)	\$	\$
Unit Prices: Water Service Installation (all taps performed BWU)					
<i>Short side services are generally 10ft in length or less, not to exceed 20ft. Long side services are generally 50ft in length or less, not to exceed 65ft</i>					
18	50	EA	Furnish and Install New Water service Single 5/8" w/ Long Side (Includes all excavation at 0 ft to 7 ft in depth)	\$	\$
19	50	EA	Furnish and Install New Water service Single 5/8" w/ Long Side (Includes all excavation at 8 ft to 13 ft in depth)	\$	\$
20	50	EA	Furnish and Install New Water service Double 5/8" w/ Long Side (Includes all excavation at 0 ft to 7 ft in depth)	\$	\$
21	50	EA	Furnish and Install New Water service Double 5/8" w/ Long Side (Includes all excavation at 8 ft to 13 ft in depth)	\$	\$
22	10	EA	Furnish and Install New Water service 1" w/ Long Side (Includes all excavation at 0 ft to 7 ft in depth)	\$	\$
23	10	EA	Furnish and Install New Water service 1" w/ Long Side (Includes all excavation at 8 ft to 13 ft in depth)	\$	\$



24	5	EA	Furnish and Install New Water service 2" w/ Long Side (per BWU Detail - Includes all excavation at 0 ft to 7 ft in depth)	\$	\$
25	5	EA	Furnish and Install New Water service 2" w/ Long Side (per BWU Detail - Includes all excavation at 8 ft to 13 ft in depth)	\$	\$
26	50	EA	Furnish and Install New Water service Single 5/8" Main Side (Includes all excavation at 0 ft to 7 ft in depth)	\$	\$
27	50	EA	Furnish and Install New Water service Single 5/8" Main Side (Includes all excavation at 8 ft to 13 ft in depth)	\$	\$
28	50	EA	Furnish and Install New Water service Double 5/8" Main Side (Includes all excavation at 0 ft to 7 ft in depth)	\$	\$
29	50	EA	Furnish and Install New Water service Double 5/8" Main Side (Includes all excavation at 8 ft to 13 ft in depth)	\$	\$
30	10	EA	Furnish and Install New Water service 1" Main Side (Includes all excavation at 0 ft to 7 ft in depth)	\$	\$
31	10	EA	Furnish and Install New Water service 1" Main Side (Includes all excavation at 8 ft to 13 ft in depth)	\$	\$
32	5	EA	Furnish and Install New Water service 2" Main Side (per BWU Detail - Includes all excavation at 0 ft to 7 ft in depth)	\$	\$
33	5	EA	Furnish and Install New Water service 2" Main Side (per BWU Detail - Includes all excavation at 8 ft to 13 ft in depth)	\$	\$
Unit Prices: Water Service line replacement (Corporation and Meter Setter to remain)					
<i>Short side services are generally 10ft in length or less, not to exceed 20ft. Long side services are generally 50ft in length or less, not to exceed 65ft. *Long side services will include using a previously bored conduit under the road to push the service line through. The bore will be provided by the City's current boring contract holder at the contract prices*</i>					
34	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)	\$	\$
35	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft)	\$	\$
36	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)	\$	\$
37	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 8 ft to 13 ft)	\$	\$
38	250	EA	Furnish and Install New Service Line Only 1" Main Side (No excavation needed)	\$	\$
39	250	EA	Furnish and Install New Service Line Only 1" Long Side (No excavation needed)	\$	\$
40	100	LF	Furnish and replace private water service 1" (licensed Plumber required)	\$	\$
41	100	LF	Furnish and replace private water service 3/4"(licensed Plumber Required.	\$	\$
Unit Prices: Miscellaneous Installations and replacement					
42	10	EA	Furnish and Install 18" Meter tile and lid	\$	\$
43	5	EA	Furnish and Install 18" lid replacement	\$	\$
44	10	EA	Furnish and Install 18" DFW load rated meter tile	\$	\$
45	5	EA	Furnish and Install 18" DFW load rated polymer lid	\$	\$
46	5	EA	Furnish and Install 24" x 30"meter tile and lid	\$	\$
47	25	EA	Adjust Elevation of meter tile and setter	\$	\$
48	15	EA	Adjust valve boxes (up to 6")	\$	\$
49	10	EA	Adjust valve boxes (additional 6" increments, first 6" paid for using the Unit Price above)	\$	\$
50	5	EA	Furnish and replace fire hydrant	\$	\$
51	10	EA	Furnish and install fire hydrant traffic repair kit	\$	\$
52	200	EA	Prep. and paint fire hydrant (include number stencil)	\$	\$
53	20	EA	Furnish and install fire hydrant seat kit	\$	\$



Unit Prices: Sewer					
54	500	LF	Light Cleaning Sanitary Sewer 12" to 24" diameter	\$	\$
55	500	LF	Light Cleaning Sanitary Sewer 24" to 36" diameter	\$	\$
56	500	LF	Heavy Cleaning Sanitary Sewer 12" to 24" diameter	\$	\$
57	500	LF	Heavy Cleaning Sanitary Sewer 24" to 36" diameter	\$	\$
58	500	LF	Camera Inspection on 4"- 12"	\$	\$
59	500	LF	Camera Inspection on 12"- 24"	\$	\$
60	500	LF	Camera Inspection on 24" to 36"	\$	\$
61	5	EA	Replace Manhole ring and lid.	\$	\$
62	5	EA	Adjust manhole lid elevation (up to 4 ")	\$	\$
63	2	EA	Adjust manhole lid elevation (in 6 " increments up to 24")	\$	\$
64	5	EA	Remove cone and raise manhole (2' minimum in 1' increments)	\$	\$
65	2	EA	Construct 4' diameter manhole, less than or equal to 6' deep	\$	\$
66	1	LF	Additional Depth for a 4' Diameter Manhole	\$	\$
67	1	EA	Construct 6' diameter manhole, less than or equal to 6' deep	\$	\$
68	1	LF	Additional Depth for a 6' Diameter Manhole	\$	\$
69	2	EA	Remove Existing manhole	\$	\$
70	1	EA	Abandon Manhole in place	\$	\$
Unit Prices: Sewer Services				All work requires state licensed plumber (Use of non-shear or PVC couplings only) *Service repairs are generally 10ft in length or less, not to exceed 15ft.*	
71	150	LF	Repair 4" sewer service line - includes all excavation at 0ft to 7ft in depth	\$	\$
72	50	LF	Repair 4" sewer service line - includes all excavation at 8ft to 13ft in depth	\$	\$
73	150	LF	Repair 4" sewer service line - No excavation required	\$	\$
74	100	LF	Repair 6" sewer service line includes all excavation at 0ft to 7ft in depth	\$	\$
75	50	LF	Repair 6" sewer service line includes all excavation at 8ft to 13ft in depth	\$	\$
76	100	LF	Repair 6" sewer service line -No excavation required	\$	\$
77	20	EA	Install sewer service check valve - Includes all excavation at 0 ft to 7 ft in depth	\$	\$
78	25	EA	Install or Replace Clean-out (Relief valve required) - Includes all excavation at 0 ft to 7 ft in depth	\$	\$
79	30	EA	Repair Broken Cleanout (Relief valve required) - Includes all excavation at 0 ft to 7 ft in depth	\$	\$
Traffic Control					
80	2	EA	Local Street Closure (one day)	\$	\$



Labor Rate				
81	1	Per Hour	(In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid – all other Line Items shall include labor rates in addition to all other costs)	\$ _____ \$
82	1	Per Hour	Equipment and Operator (In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid – all other Line Items shall include equipment and operator costs in addition to all other costs)	\$ _____ \$
Total Bid Price (In Numbers) *The Total Bid Price is the Sum of all Extended Prices in the Unit Bid Form above.			\$ _____	
Total Bid Price (In Words):			\$ _____ dollars and _____ cents.	



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Additional Pricing – Not Included in Total Bid Price:

The pricing below **shall not be included** in the Total Bid Price Calculation, however these amounts will govern in the event that there is a priority start or an emergency start (as defined below). These charges shall be conveyed in the format of a “surcharge”. Contractor may elect to waive these charges for any specific Work Assignment, provided that such waiver is in writing to the City.

Surcharge for Priority Start (within 7 calendar days of Work Assignment Date): \$_____ Flat Fee

Surcharge for Emergency Start (within 12 hours of written notification): \$_____ Flat Fee

**A formal Work Assignment may not be able to be issued for emergency start situations until after work has begun.*

BIDDER DECLARATION

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

Company Name: _____ By (Authorized Person’s Signature): _____

Printed Name and Title: _____

Date: _____

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

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

Arkansas State Contractor’s License Number (REQUIRED): _____



SECTION 6: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
 - b. The term "Bid" means the offer by the Bidder.
 - c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
 - d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
*At times in this document the terms Bidder and Contractor are interchangeable.
 - e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
 - f. The term "City" means the City of Bentonville, Arkansas.
 - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

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

Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.

Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:

- (1) The Bids are submitted in separate sealed envelopes;
- (2) The products being proposed in each submission are different makes, models or otherwise types of products.



4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.
5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

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

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

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

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

Bidders accept all terms and conditions herein upon submission of their signed Bid.

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

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



8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsive and responsive Bidder as determined by the City through the Bid evaluation process.

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

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



14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

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



21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.

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

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

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.



3. Termination Due to Unavailability of Funds

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

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.
31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.



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35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
37. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
38. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department at (479) 271-3115.



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APPENDIX A

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



SUBCONTRACTOR DISCLOSURE

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of \$50,000.00 must have a valid, current Arkansas State Contractor's License.

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein by the prime contractor awarded a contract under the provision of this act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

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

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed	Answer Y/N Subcontractor's portion exceeds \$50,000.00.



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APPENDIX B

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)



NON-COLLUSION AFFIDAVIT

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

State of _____

County of _____

I _____ (Printed Name of Authorized Representative/Agent)
of lawful age, being first duly sworn, on oath says that:

1. They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;
2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;
3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;
 - b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;
 - d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: _____

Title (of Authorized Representative/Agent): _____

To be completed by Notary (include Seal):

Subscribed and sworn before me this: _____ day of _____, 20_____

Notary Public Signature: _____ My commission expires: _____

Seal:



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APPENDIX C

BIDDER QUALIFICATIONS **(REQUIRED RESPONSE DOCUMENT)**



Bidders shall complete this Response Document and include it in any Bid Submission. **Failure to include this Form completed may result in the Submission being declared non-responsive and being rejected.** Bidders may include additional qualifications statements with their Bid for the City's consideration, however this form must be completed and included with any Bid Submission.

General Information:

Primary Business Activity Description:

Bidder possesses a (check if applicable and include additional information below):

Arkansas Contractors License Number:_____ **Expiration Date:**_____

Annual Dollar Volume Per Year – Last 3 Years:Page 37 of 48



(Form continues on following page)

Largest Contract Currently in Progress:

Title/Description: _____

Customer/Owner: _____

Contact Name: _____ Phone: _____ Email: _____

Dollar Value of Contract: \$ _____

Scheduled Completion: _____

Current Major Contracts in Progress:

1.

Project Description:			
Project Title:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	
Customer Email:		Estimated Completion Date:	

2.

Project Description:			
Project Title:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	
Customer Email:		Estimated Completion Date:	

3.

Project Description:			
Project Title:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	
Customer Email:		Estimated Completion Date:	

Are there any judgements, claims or suits pending or outstanding against your company?: ☐ Yes ☐ No

If yes, attach details.

Has the Company now or ever been involved in any bankruptcy or reorganization?: ☐ Yes ☐ No

If yes, attach details.

Has the Company received any Regulatory (EPA, OSHA, etc.) inspections in the last three years?: ☐ Yes ☐ No

If yes, attach details.

Has the Company received any Regulatory (EPA, OSHA, etc.) citations in the last three years?: ☐ Yes ☐ No

If yes, attach details.



Has the Company had a work related fatality in the last three years? ☐ Yes ☐ No *If yes, attach details.*
Has the Company been suspended or debarred from doing business with any governmental entity within the last three years? ☐ Yes ☐ No
If yes, attach details.

Does the Company have an active Equal Opportunity Employment Policy? ☐ Yes ☐ No

Does the Company certify that it does not and will not operate any segregated facilities, in accordance with the Equal Opportunity Clause required by Executive Order 12246 of September 24, 1955. ☐ Yes ☐ No

Is the Company a Minority or Disadvantaged Business Entity? ☐ Yes ☐ No *If yes, attach details.*

Prior Similar Experience References:

Bidders shall use the spaces below to provide at least three references for whom the Bidder has completed the same or similar Scope of Work for, as stated in the Bidding Documents, within the last five years.

1.

Customer/Location:		Size (Dollar Value):	
Type of Work:			
Customer Contact (Name):		Phone Number:	
Completion Date:			
Description of Work			

2.

Customer/Location:		Size (Dollar Value):	
Type of Work:			
Customer Contact (Name):		Phone Number:	
Completion Date:			
Description of Work			

3.

Customer/Location:		Size (Dollar Value):	
Type of Work:			
Customer Contact (Name):		Phone Number:	
Completion Date:			
Description of Work			



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

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OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

If Bidder requires additional space to relay information pertaining to any part of this Form, Bidder may include additional pages/information in the Submission.

[End of Bidder Qualification Response]



CITY OF BENTONVILLE, ARKANSAS
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APPENDIX D

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



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



Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

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

Immediate Relation includes:

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

OR

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

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

_____ **Initials**



CITY OF BENTONVILLE, ARKANSAS
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APPENDIX E

SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)



SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, “AS SPECIFIED”, by placing an “X” in the designated space (‘As Specified’) provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City’s specification but is being offered to the city as being an “EQUIVALENT” (including alternate or substitute) to the City’s specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item’s equivalency to the City’s specification. The City shall have the final determination as to whether an item is equivalent and meets the City’s needs.
- **REQUIRED RESPONSE FIELDS:** Where indicated in Specification Descriptions as a Required Response Field, Bidders shall provide the requested information (such as describing a type of flooring or color of the proposed item).

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

Definitions:

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF ‘AS SPECIFIED’	BIDDER INDICATE IN THIS COLUMN IF ‘EQUIVALENT’
1.	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.		
2.	The awarded Bidder shall follow all federal, state and local safety regulations.		
3.	The awarded Bidder shall execute the Contract and provide Performance and Payment Bonds as specified upon return of the signed Contract.		
4.	Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.		
5.	The awarded Bidder and crew shall meet with the City’s designated contact(s) prior to beginning services to review the Scope of Work, measurements and plans (Pre-Construction Meeting).		
6.	The awarded Bidder shall coordinate progress meetings with the City’s designated contact(s) to review progress and details while services are being performed.		
7.	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.		



8.	The awarded Bidder understands that this IFB Document contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes. The awarded Bidder shall perform the work in accordance with industry standards and best practices.		
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2. PROJECT SPECIFICATIONS			
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9.	Bidder understands that all water service line must be installed in accordance with section 12.6.2 of City Specifications.		
10.			

11. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon 100% completion of the work as approved by the City.

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

Reasoning: _____

Workmanship Warranty:

Bidder warrants that the workmanship and material shall be free from defect for a period of one (1) year(s) upon 100% completion of the work as approved by the City.

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

Reasoning: _____



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

APPENDIX F

EXAMPLE WORK ASSIGNMENT FORM



IFB-24-27 IDIQ CONTRACT: WORK ASSIGNMENT FORM

WORK ASSIGNMENT #: _____

(Department initials followed by 001,002,003 etc.)

DATE OF ISSUANCE: _____

DEPARTMENT ISSUING WORK ASSIGNMENT: _____

CITY CONTACT FOR WORK ASSIGNMENT:

Name: _____ Phone: _____ Email: _____@bentonvillear.com

Contact Notes: _____

Summary/Narrative of Scope of Work:

--

Design Documents (check applicable):

____ Attached to Work Assignment (or in email) ____ Will be provided by ____ (date)

Date Work Shall Begin:

Date Work Shall be Substantially Complete (Specify NA if not using substantial completion):

Date Work Shall be 100% Complete:

Other Requirements (optional):

--

Estimated Cost for Work Assignment:

Signatures (REQUIRED):

____ Contractor as Acknowledged and Compliant

____ City Contact as Approved and Issued



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-24-27	Solicitation Title:	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER AND SEWER MAINTENANCE WORK
Addendum Number:	1	Date of Issuance:	April 22, 2024

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 21, 2024.

Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

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

This Addendum Number 1 consists of 1 page(s).

Amended Optional Pre-Bid Date and Time:

- 1.0** Due to a scheduling conflict, the City determined it is in its best interest to amend Optional Pre-Bid Meeting Date and Time.
- The Optional Pre-Bid is rescheduled to **Thursday, May 2, 2024, at 1:00 PM.**
 - Optional Pre-Bid Meeting will be located at Bentonville Municipal Complex, Water Utilities Conference Room A133, 3200 SW Municipal Drive Bentonville, AR 72712.

****REMINDER: ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED IN ANY BID SUBMISSION****



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-24-27	Solicitation Title:	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER AND SEWER MAINTENANCE WORK
Addendum Number:	2	Date of Issuance:	April 25, 2024

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 21, 2024.

Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

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

This Addendum Number 2 consists of 1 page(s).

Amended Performance and Payment Bonds Requirement:

1.0 The City inadvertently overlooked updating the Performance and Payment Bonds from Total Bid Price to Not to Exceed Contract Amount.

1.1 The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to Not to Exceed Contract Amount (\$500,000.00) as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City. The awarded Bidder may elect to transfer the Performance Bond to a Maintenance Bond upon conclusion of the Project for the one-year guarantee period.

****REMINDER: ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED IN ANY BID SUBMISSION****



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-24-27	Solicitation Title:	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER AND SEWER MAINTENANCE WORK
Addendum Number:	3	Date of Issuance:	May 3, 2024

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 21, 2024.

Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

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

This Addendum Number 3 consists of 5 page(s).

Pre-Bid Meeting Agenda:

1.0 The Pre-Bid Meeting Agenda is attached herein.

Questions and Answers from Bidders and from the Optional Pre-Bid Meeting held on May 2, 2024 at 1:00 PM and after the Pre-Bid Meeting:

Line Number	Submitted Question	City's Response
1.	Forecast for projects utilizing the IDIQ?	The City plans to focus on leak repair/full service line upgrades.
2.	Will we have to utilize the Boring and Trenching Contract with the IDIQ contract?	Yes, the Boring and Trenching contractor will complete work prior to IDIQ contractor starting work.



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
3.	Work order assignment form?	The City's intent is to clearly communicate and convey expectations with the awarded contractor regarding work order completion dates and timelines at each pre-work assignment meeting. Work orders will range in the number and size of jobs (i.e., one work order may have 5 leaks, another may have 25 leaks).
4.	Average repair time per work assignment?	1-2 weeks currently, based off the current contractor repairing between 5 to 10 leaks per assignment. The current IDIQ contractor is fixing approximately one leak per day. This is not indicative of the City's expectations and the City would like to see the number of leaks repaired per work assignment increase.
5.	Is the sewer jetting line item still included?	Sewer jetting has not been utilized under the current IDIQ contract. However, the City's intent is to be able to utilize the IDIQ contractor for a wide range of jobs. All bid form lines may not be utilized during the contract term.
6.	Is there still a 12-hour emergency call line in this packet?	Yes, on page 24 of the bid packet.
7.	I have a question regarding this IFB. It states, "The Not to Exceed Contract Amount set for this Contract is \$500,000." Is this \$500,000 limit for each task order? Is the limit per year? Will they be awarded multiple task orders in a year or just one?	This is amended in the Scope of Work Discussed during the Pre-Bid Meeting below.
8.	Could you send the Unit Price Bid Form (Line list) in an excel file format?	Yes, please see the link provided in this addendum below.
9.	Who is the current contractor being used to scope & clean the sewer lines?	The City does not release this information while a solicitation is open; however, previously awarded contracts can be found by searching the City's Agenda Center https://bentonvillear.com/592/Agendas-Minutes .



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
10.	Are the doubles running off of the same tap?	Double 5/8" services are ran off the same 1" tap.

Scope of Work and Project Narrative Discussion covered during the Optional Pre-Bid Meeting:

- 1.0 The Not to Exceed Contract amount for the entire term of the Contract (should both renewal options be utilized) is amended to \$1,500,000.00 (one million five hundred thousand dollars). The Not to Exceed Contract amount for each single year term of the Contract is \$500,000.00 (five hundred thousand dollars).
 - 1.1 In the event that the City anticipates exceeding the \$500,000 amount in a single contract year, a Contract Amendment will be taken to Bentonville City Council for approval.
- 2.0 The Departments intent is to procure a Leak Detection Contractor to help with the City's main goals of continuing to focus on fixing leaks throughout the City.
 - 2.1 If/when a Leak Detection Contractor is hired, the City anticipates the number of leak fixes to increase.
- 3.0 The City has posted the IFB-24-27 Bid Form in Excel format to the City Website, if bidders would like to type in their bid form rather than writing in the form.
 - 3.1 The City does not accept electronic bids, all bids must be submitted by mail or hand delivered to Purchasing at 1000 SW 14th Street Bentonville, Arkansas 72712.
 - 3.1 <https://bentonvillear.com/DocumentCenter/View/16447/IFB-24-27-Bid-Form>

****REMINDER: ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED IN ANY BID SUBMISSION****



IFB-24-27 Pre-Bid Meeting Notes/Agenda

IFB-24-27:

1. Open Meeting (Purchasing)

- a. Welcome
- b. Solicitation ID and Title: IFB-24-27 Indefinite Delivery – Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work Pre-Bid Meeting
- c. Announcement: Optional (Bidders do not have to attend to be eligible to submit a Bid)
- d. Staff Introductions (members introduce themselves)

Name	City
Kelsi Frederick	Purchasing Manager
Andrea Trevisan	Purchasing Specialist
Beau Thompson	Technical Services Manager
Loran Shipman	Sewer Supervisor
Donnie Schmidt	Water Utility Construction Manager

- e. Attendee introductions:

Name	Company Name
Garrett Nickel	Calcon
Jack Moody	Calcon
Candy Ward	Mo-Ark Utilities
Ronnie Ward	Mo-Ark Utilities
Ted Crisy	
Zack Ross	Ross & Co. Construction

- f. If you did not receive your Bid Packet via email, potentially downloading it from the City's website or a 3rd party, please email purchasing@bentonvillear.com to alert us that you are a plan holder. This ensures you will receive RFI Responses, Addenda etc. All Addenda will be posted on the City's website.
- g. Reminder that nothing discussed in this meeting should be considered contractual unless it is currently contained in the Bidding Documents – no changes etc. will be contractual unless a formal addendum is issued.

2. General Dates and Reminders (Purchasing)

- a. Bid Opening Date and Time: Thursday, May 9, 2024, at 3:00 PM CST.
 - i. All bids must be received prior to the time stated for opening bids.
- b. Bid Opening Location
 - i. Administrative Services Building- 1000 SW 14th Street – 2nd Floor (A239)
 - ii. Stairway – fill in last minute pricing in lobby etc. – get in before 3:00 PM.
 - iii. SEAL YOUR ENVELOPE – correct number – IFB-24-27
 - We cannot accept unsealed envelopes.



IFB-24-27 Pre-Bid Meeting Notes/Agenda

- c. Question Deadline: May 3, 2024 @ 4:30 PM
 - i. All questions must be submitted in writing to purchasing@bentonvillear.com
 - ii. If you have questions, let us know ASAP so that we can address them.
- d. Bid Bond Requirement: 5% of Total Bid Price.
 - i. Personal checks and company checks are NOT acceptable as a Bid guarantee.
- e. Reminders:
 - i. Rejectable Items:
 - Bid Bond
 - Bid Signed
 - Non-Collusion Affidavit
 - a. Automatic rejection if not included, signed and notarized.
 - ii. Qualifications Statement
 - iii. Bid Form – unit price.
- 3. Contract Specific (Purchasing)**
 - a. City's specified timeline:
 - i. After accepting bid, the City must get the Notice of Award approved by City Council.
 - ii. The City issues Notice of Award accompanied with unexecuted contract to the bidder, bidder has 15 days to return to City executed along with Certificate of Insurance and all required bonds.
 - iii. Performance and Payment Bond required at time of contract signing.
- 4. Addenda/RFI Responses (Purchasing)**
 - a. Addendum 1
 - i. Amended Optional Pre-Bid Date and Time.
 - b. Addendum 2
 - i. Amended Performance and Payment Bonds Requirement to an amount at least equal to Not to Exceed Contract Amount (\$500,000.00) as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract.
- 5. Scope Discussion (Department)**
- 6. Bidder Q/A**

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT C

IFB-24-27 BID TABULATION

**The purpose of this Bid Tabulation is to show the Bid Prices of the Awarded Contractor. Any additional bids submitted are excluded from this Bid Tabulation.*



BID TABULATION
IFB-24-27 Indefinite Delivery - Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work
City of Bentonville, Arkansas
Bids Received Thursday, May 9, 2024 at 3:00 PM

IFB-24-27 Indefinite Delivery - Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work				Calcon, Inc.		Mo-Ark Utilities		Ross & Co. Construction	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	4" concrete demolition, including haul off	SY	200	\$ 45.00	\$ 9,000.00	\$ 72.00	\$ 14,400.00	\$ 54.00	\$ 10,800.00
2	6" concrete demolition including haul off	SY	200	\$ 60.00	\$ 12,000.00	\$ 72.00	\$ 14,400.00	\$ 72.00	\$ 14,400.00
3	2-6" asphalt demolltion, including haul off	SY	200	\$ 45.00	\$ 9,000.00	\$ 50.00	\$ 10,000.00	\$ 22.50	\$ 4,500.00
4	6"+ asphalt demolition, including haul off	SY	200	\$ 60.00	\$ 12,000.00	\$ 50.00	\$ 10,000.00	\$ 45.00	\$ 9,000.00
5	Curb and gutter demolition, including haul off		200	\$ 70.00	\$ 14,000.00	\$ 30.00	\$ 6,000.00	\$ 45.00	\$ 9,000.00
6	Seed and straw (Seed rate of 8 pounds per 1,000 square feet)	SY	500	\$ 8.00	\$ 4,000.00	\$ 8.00	\$ 4,000.00	\$ 9.00	\$ 4,500.00
7	Furnish and Install Sod (Fescue)	SY	500	\$ 6.00	\$ 3,000.00	\$ 27.72	\$ 13,860.00	\$ 20.35	\$ 10,175.00
8	Furnish and Install Sod (Zyosia)	SY	200	\$ 34.00	\$ 6,800.00	\$ 30.78	\$ 6,156.00	\$ 25.20	\$ 5,040.00
9	Furnish and Install Sod (Bermuda)	SY	500	\$ 8.00	\$ 4,000.00	\$ 25.74	\$ 12,870.00	\$ 17.20	\$ 8,600.00
10	Furnish and install topsoil 4"– Over 200 SY	SY	200	\$ 5.00	\$ 1,000.00	\$ 4.50	\$ 900.00	\$ 6.37	\$ 1,274.00
11	Furnish and install topsoil 4" Under 200 SY	SY	400	\$ 11.00	\$ 4,400.00	\$ 60.00	\$ 24,000.00	\$ 5.73	\$ 2,292.00
12	Furnish and Install Mulch 4" Over 200 SY	SY	50	\$ 5.00	\$ 250.00	\$ 30.00	\$ 1,500.00	\$ 11.68	\$ 584.00
13	Furnish and Install Mulch 4" Under 200 SY	SY	100	\$ 7.00	\$ 700.00	\$ 30.00	\$ 3,000.00	\$ 11.68	\$ 1,168.00
14	Asphalt Repair (cold mix per BWU) (include Class 7 base and compaction)	SY	100	\$ 300.00	\$ 30,000.00	\$ 32.50	\$ 3,250.00	\$ 135.00	\$ 13,500.00
15	Construct curb and gutter per Street Specifications (include base in price)	LF	100	\$ 130.00	\$ 13,000.00	\$ 25.00	\$ 2,500.00	\$ 50.00	\$ 5,000.00
16	Construct sidewalks per Street Specifications (include base in price)	SY	100	\$ 300.00	\$ 30,000.00	\$ 50.00	\$ 5,000.00	\$ 117.00	\$ 11,700.00
17	Construct driveways (include base in price)	SY	100	\$ 300.00	\$ 30,000.00	\$ 50.00	\$ 5,000.00	\$ 120.00	\$ 12,000.00
18	Furnish and Install New Water service Single 5/8" w/ Long Side (Includes all excavation at 0 ft to 7 ft in depth)	EA	50	\$ 1,800.00	\$ 90,000.00	\$ 1,200.00	\$ 60,000.00	\$ 2,437.00	\$ 121,850.00
19	Furnish and Install New Water service Single 5/8" w/ Long Side (Includes all excavation at 8 ft to 13 ft in depth)	EA	50	\$ 5,300.00	\$ 265,000.00	\$ 2,400.00	\$ 120,000.00	\$ 2,637.00	\$ 131,850.00
20	Furnish and Install New Water service Double 5/8" w/ Long Side (Includes all excavation at 0 ft to 7 ft in depth)	EA	50	\$ 2,500.00	\$ 125,000.00	\$ 1,800.00	\$ 90,000.00	\$ 2,637.00	\$ 131,850.00
21	Furnish and Install New Water service Double 5/8" w/ Long Side (Includes all excavation at 8 ft to 13 ft in depth)	EA	50	\$ 6,000.00	\$ 300,000.00	\$ 3,000.00	\$ 150,000.00	\$ 2,837.00	\$ 141,850.00
22	Furnish and Install New Water service 1" w/ Long Side (Includes all excavation at 0 ft to 7 ft in depth)	EA	10	\$ 1,900.00	\$ 19,000.00	\$ 1,400.00	\$ 14,000.00	\$ 2,537.00	\$ 25,370.00
23	Furnish and Install New Water service 1" w/ Long Side (Includes all excavation at 8 ft to 13 ft in depth)	EA	10	\$ 5,400.00	\$ 54,000.00	\$ 2,600.00	\$ 26,000.00	\$ 2,737.00	\$ 27,370.00
24	Furnish and Install New Water service 2" w/ Long Side (per BWU Detail - Includes all excavation of 0 ft to 7 ft in depth)	EA	5	\$ 5,500.00	\$ 27,500.00	\$ 4,000.00	\$ 20,000.00	\$ 4,865.00	\$ 24,325.00
25	Furnish and Install New Water service 2" w/ Long Side (per BWU Detail - Includes all excavation of 8 ft to 13 ft in depth)	EA	5	\$ 9,000.00	\$ 45,000.00	\$ 5,200.00	\$ 26,000.00	\$ 5,065.00	\$ 25,325.00
26	Furnish and Install New Water service Single 5/8" Main Side (Includes all excavation at 0 ft to 7 ft in depth)	EA	50	\$ 2,300.00	\$ 115,000.00	\$ 900.00	\$ 45,000.00	\$ 1,613.00	\$ 80,650.00
27	Furnish and Install New Water service Single 5/8" Main Side (Includes all excavation at 8 ft to 13 ft in depth)	EA	50	\$ 5,800.00	\$ 290,000.00	\$ 1,800.00	\$ 90,000.00	\$ 1,813.00	\$ 90,650.00
28	Furnish and Install New Water service Double 5/8" Main Side (Includes all excavation at 0 ft to 7 ft in depth)	EA	50	\$ 2,600.00	\$ 130,000.00	\$ 1,800.00	\$ 90,000.00	\$ 1,813.00	\$ 90,650.00
29	Furnish and Install New Water service Double 5/8" Main Side (Includes all excavation at 8 ft to 13 ft in depth)	EA	50	\$ 6,100.00	\$ 305,000.00	\$ 2,700.00	\$ 135,000.00	\$ 2,013.00	\$ 100,650.00
30	Furnish and Install New Water service 1" Main Side (Includes all excavation at 0 ft to 7 ft in depth)	EA	10	\$ 2,400.00	\$ 24,000.00	\$ 950.00	\$ 9,500.00	\$ 1,713.00	\$ 17,130.00
31	Furnish and Install New Water service 1" Main Side (Includes all excavation at 8 ft to 13 ft in depth)	EA	10	\$ 5,900.00	\$ 59,000.00	\$ 1,850.00	\$ 18,500.00	\$ 1,913.00	\$ 19,130.00

32	Furnish and Install New Water service 2" Main Side (per BWU Detail - Includes all excavation at 0 ft to 7 ft in depth)	EA	5	\$ 6,000.00	\$ 30,000.00	\$ 3,500.00	\$ 17,500.00	\$ 3,961.00	\$ 19,805.00
33	Furnish and Install New Water service 2" Main Side (per BWU Detail - Includes all excavation at 8 ft to 13 ft in depth)	EA	5	\$ 9,500.00	\$ 47,500.00	\$ 4,400.00	\$ 22,000.00	\$ 4,161.00	\$ 20,805.00
34	Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)	EA	250	\$ 1,800.00	\$ 450,000.00	\$ 950.00	\$ 237,500.00	\$ 667.00	\$ 166,750.00
35	Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft)	EA	250	\$ 4,300.00	\$ 1,075,000.00	\$ 1,850.00	\$ 462,500.00	\$ 867.00	\$ 216,750.00
36	Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)	EA	250	\$ 1,800.00	\$ 450,000.00	\$ 1,400.00	\$ 350,000.00	\$ 767.00	\$ 191,750.00
37	Furnish and Install New service line 1" Long Side, (Includes all excavation at 8 ft to 13 ft)	EA	250	\$ 4,300.00	\$ 1,075,000.00	\$ 2,600.00	\$ 650,000.00	\$ 967.00	\$ 241,750.00
38	Furnish and Install New service Line Only 1" Main Side (No excavation needed)	EA	250	\$ 500.00	\$ 125,000.00	\$ 450.00	\$ 112,500.00	\$ 250.00	\$ 62,500.00
39	Furnish and Install New Service line Only 1" Long Side (No excavation needed)	EW	250	\$ 780.00	\$ 195,000.00	\$ 675.00	\$ 168,750.00	\$ 320.00	\$ 80,000.00
40	Furnish and replace private water service 1" (licensed Plumber Required)	LF	100	\$ 27.00	\$ 2,700.00	\$ 27.00	\$ 2,700.00	\$ 35.00	\$ 3,500.00
41	Furnish and replace private water service 3/4" (licensed Plumber Required)	LF	100	\$ 27.00	\$ 2,700.00	\$ 27.00	\$ 2,700.00	\$ 35.00	\$ 3,500.00
42	Furnish and Install 18" Meter tile and lid	EA	10	\$ 940.00	\$ 9,400.00	\$ 500.00	\$ 5,000.00	\$ 380.00	\$ 3,800.00
43	Furnish and Install 18" lid replacement	EA	5	\$ 200.00	\$ 1,000.00	\$ 200.00	\$ 1,000.00	\$ 160.00	\$ 800.00
44	Furnish and Install 18" DFW load rated meter tile	EA	10	\$ 1,050.00	\$ 10,500.00	\$ 400.00	\$ 4,000.00	\$ 160.00	\$ 1,600.00
45	Furnish and Install 18" DFW load rated polymer lid	EA	5	\$ 240.00	\$ 1,200.00	\$ 240.00	\$ 1,200.00	\$ 160.00	\$ 800.00
46	Furnish and Install 24" x 30" meter tile and lid	EA	5	\$ 1,300.00	\$ 6,500.00	\$ 800.00	\$ 4,000.00	\$ 600.00	\$ 3,000.00
47	Adjust Elevation of meter tile and setter	EA	25	\$ 200.00	\$ 5,000.00	\$ 200.00	\$ 5,000.00	\$ 150.00	\$ 3,750.00
48	Adjust valve boxes (up to 6")	EA	15	\$ 350.00	\$ 5,250.00	\$ 350.00	\$ 5,250.00	\$ 320.00	\$ 4,800.00
49	Adjust valve boxes (additional 6" increments, first 6" paid for using the Unit Price above)	EA	10	\$ 700.00	\$ 7,000.00	\$ 350.00	\$ 3,500.00	\$ 450.00	\$ 4,500.00
50	Furnish and replace fire hydrant	EA	5	\$ 4,900.00	\$ 24,500.00	\$ 7,000.00	\$ 35,000.00	\$ 5,100.00	\$ 25,500.00
51	Furnish and install fire hydrant traffic repair kit	EA	10	\$ 620.00	\$ 6,200.00	\$ 1,000.00	\$ 10,000.00	\$ 620.00	\$ 6,200.00
52	Prep and paint fire hydrant (include number stencil)	EA	200	\$ 150.00	\$ 30,000.00	\$ 100.00	\$ 20,000.00	\$ 100.00	\$ 20,000.00
53	Furnish and install fire hydrant seat kit	EA	20	\$ 540.00	\$ 10,800.00	\$ 1,000.00	\$ 20,000.00	\$ 1,100.00	\$ 22,000.00
54	Light Cleaning Sanitary Sewer 12" to 24" diameter	LF	500	\$ 6.00	\$ 3,000.00	\$ 5.00	\$ 2,500.00	\$ 4.00	\$ 2,000.00
55	Light Cleaning Sanitary Sewer 24" to 36" diameter	LF	500	\$ 7.00	\$ 3,500.00	\$ 6.35	\$ 3,175.00	\$ 5.00	\$ 2,500.00
56	Heavy Cleaning Sanitary Sewer 12" to 24" diameter	LF	500	\$ 13.00	\$ 6,500.00	\$ 13.35	\$ 6,675.00	\$ 10.00	\$ 5,000.00
57	Heavy Cleaning Sanitary Sewer 24" to 36" diameter	LF	500	\$ 20.00	\$ 10,000.00	\$ 20.35	\$ 10,175.00	\$ 15.00	\$ 7,500.00
58	Camera Inspection on 4" - 12"	LF	500	\$ 4.00	\$ 2,000.00	\$ 4.00	\$ 2,000.00	\$ 4.00	\$ 2,000.00
59	Camera Inspection on 12" - 24"	LF	500	\$ 7.00	\$ 3,500.00	\$ 7.00	\$ 3,500.00	\$ 6.00	\$ 3,000.00
60	Camera Inspection on 24" to 36"	LF	500	\$ 8.00	\$ 4,000.00	\$ 8.00	\$ 4,000.00	\$ 7.00	\$ 3,500.00
61	Replace Manhole ring and lid	EA	5	\$ 3,000.00	\$ 15,000.00	\$ 3,000.00	\$ 15,000.00	\$ 2,500.00	\$ 12,500.00
62	Adjust manhole lid elevation (up to 4")	EA	5	\$ 460.00	\$ 2,300.00	\$ 800.00	\$ 4,000.00	\$ 400.00	\$ 2,000.00
63	Adjust manhole lide elevation (in 6" incrememtns up to 24")	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,500.00	\$ 7,000.00	\$ 1,500.00	\$ 3,000.00
64	Remove cone and raise manhole (2' minimum in 1' increments)	EA	5	\$ 8,000.00	\$ 40,000.00	\$ 8,000.00	\$ 40,000.00	\$ 4,000.00	\$ 20,000.00
65	Construct 4' diameter manhole, less than or equal to 6' deep	EA	2	\$ 7,200.00	\$ 14,400.00	\$ 8,000.00	\$ 16,000.00	\$ 6,500.00	\$ 13,000.00
66	Additional Depth for a 4' Diameter Manhole	LF	1	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
67	Construct 6' diameter manhole, less than or equal to 6' deep	EA	1	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 12,000.00	\$ 12,000.00
68	Additional Depth for a 6' Diameter Manhole	LF	1	\$ 900.00	\$ 900.00	\$ 1,500.00	\$ 1,500.00	\$ 850.00	\$ 850.00
69	Remove Existing manhole	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,300.00	\$ 4,600.00
70	Abandon Manhole in place	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
71	Repair 4" sewer service line- includes all excavation at 0 ft to 7 ft in depth	LF	150	\$ 120.00	\$ 18,000.00	\$ 35.00	\$ 5,250.00	\$ 35.00	\$ 5,250.00
72	Repair 4" sewer service line- includes all excavation at 8 ft to 13 ft in depth	LF	50	\$ 350.00	\$ 17,500.00	\$ 60.00	\$ 3,000.00	\$ 40.00	\$ 2,000.00
73	Repair 4" sewer service line - No excavation required	LF	150	\$ 40.00	\$ 6,000.00	\$ 20.00	\$ 3,000.00	\$ 20.00	\$ 3,000.00

74	Repair 6" sewer service line includes all excavation 0 ft to 7 ft in depth	LF	100	\$ 125.00	\$ 12,500.00	\$ 45.00	\$ 4,500.00	\$ 38.00	\$ 3,800.00
75	Repair 6" sewer service line includes all excavation 8 ft to 13 ft in depth	LF	50	\$ 360.00	\$ 18,000.00	\$ 70.00	\$ 3,500.00	\$ 40.00	\$ 2,000.00
76	Repair 6" sewer service line - no excavation required	LF	100	\$ 45.00	\$ 4,500.00	\$ 35.00	\$ 3,500.00	\$ 22.00	\$ 2,200.00
77	Install sewer service check valve - Includes all excavation at 0 ft to 7 ft in depth	EA	20	\$ 2,100.00	\$ 42,000.00	\$ 2,500.00	\$ 50,000.00	\$ 550.00	\$ 11,000.00
78	Install or Replace Clean-out (Relief valve required) - Includes all excavation at 0 ft to 7 ft in depth	EA	25	\$ 2,200.00	\$ 55,000.00	\$ 2,500.00	\$ 62,500.00	\$ 350.00	\$ 8,750.00
79	Repair Broken Cleanout (Relief valve required) - Includes all excavation at 0 ft to 7 ft in depth)	EA	30	\$ 2,200.00	\$ 66,000.00	\$ 2,500.00	\$ 75,000.00	\$ 350.00	\$ 10,500.00
80	Local Street Closure (one day)	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,300.00	\$ 2,600.00
81	(In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid- all other Line Items shall include labor rates in addition to all other costs	Per Hour	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 36.00	\$ 36.00
82	(In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid- all other Items shall include equipment and operator costs in addition to all other costs)	Per Hour	1	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 120.00	\$ 120.00
TOTAL BID PRICE				\$ 5,981,050.00		\$ 3,520,911.00		\$ 2,403,249.00	
Surcharge for Priority Start (within 7 calendar days of Work Assignment Date):		Flat Fee		\$ 2,000.00		\$ 1,200.00		\$ 1,200.00	
Surcharge for Emergency Start (within 7 calendar days of Work Assignment Date):		Flat Fee		\$ 7,000.00		\$ 4,500.00		\$ 2,500.00	
				*Line 82 Extended Price and Total Bid Price corrected during Bid Evaluation					
purchasing@bentonvillear.com - (479) 271-3115									



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Gary Wilson
Phone:	479-271-3104	For Department(s):	Utility Billing
Email:	gwilson@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	An Ordinance Updating Utility Terms and Conditions of Service
Action Recommendation & Justification:	Request approval of ordinance to update Terms and Conditions of Service.
Additional Comments for Consideration (Optional):	The Terms and Conditions of Service were originally adopted in 2004 and with only a few changes since then. After twenty years it is necessary to make a few changes and clean up some language.
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Memorandum

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

The Utility Billing Department is requesting approval to update our Terms and Conditions of Service. These changes are intended to clarify and revamp a number of processes and clean-up some language.

Key Updates Include:

- 1.2.1 Clarify safe access purposes for City staff to service utility equipment.
- 1.2.6 Clarify that changing responsible party for services can not be changed to avoid paying an outstanding bill or a higher deposit.
- 1.2.7 Ensuring defective conditions are corrected and may be required to bring service up to current code.
- 1.2.10 Clarifies process for water and sewer adjustments.
- 1.2.11 Limiting liability for both customers and the utility to six-months for either an over or under billing.
- 1.3.2 Revamps the Life Support utility account process for delinquencies bringing it more in line with the rules used by investor-owned utilities.

2.1.1 Allows changes without coming into the office and adding the collection of service fees at the same time as the security deposit.

2.1.3 Adds language to ensure the customer or their contractor verifies the metering points meet current codes.

2.1.5 Minor language update.

2.1.7 Primarily clarifies fees will be required if utility service is off for non-payment or if an outage is actually a tripped breaker.

2.1.8 Clarifies the time limit for a customer transferring service to have service simultaneously at two locations.

2.1.10 Updates the earliest time that a service may be disconnected at the customer's request and same day disconnecting service.

2.1.13 Minor language update.

2.2.4 Minor language update.

2.2.8 Update adjustment process to be consistent with 1.2.10 limiting liability for customer and utility.

2.2.7 Minor language update.

2.4.3 Clarifies section also applies to unmetered services.

Definitions section includes some language updates and the removal of the description of several persons.

TERMS AND CONDITIONS OF SERVICE
City of Bentonville, Arkansas

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SECTION I
GENERAL INFORMATION

CHAPTER 1

TERMS AND CONDITIONS OF SERVICE

1.1.1. PURPOSE OF TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, as approved by the City Council, shall govern all technical aspects for the delivery of the City's utility services and all policies concerning the maintenance of accounts, billing procedures, and credit and collections procedures for those services, and rate schedules pertinent to the various utilities. Revised sections supersede and cancel only those respective portions of previous Terms and Conditions of Service or sections thereof as may be pertinent to the proposed revisions.

1.1.2. APPLICABILITY OF TERMS AND CONDITIONS OF SERVICE

The City does not discriminate in providing services or establishing policy on the basis of race, age, gender, religion, disability, or type of service. These Terms and Conditions of Service and any modifications thereof and additions thereto lawfully made are applicable to all customers receiving utility service from the City and to all standard service agreements and contracts now existing or which may be entered into by the City, and to all rate schedules which from time to time, may be lawfully established.

The City may decline to serve a customer or prospective customer until such customer has complied with the rules and regulations of the Council and any and all applicable federal, state, municipal or other local laws, rules, and regulations.

The City may deny or discontinue service to any customer for noncompliance with these Terms and Conditions of Service where it specifically so provides.

1.1.3. MODIFICATIONS TO TERMS AND CONDITIONS OF SERVICE

The City retains the right to amend these Terms and Conditions of Service or to make additional terms and conditions, as it may deem necessary.

1.1.4. RESPONSIBILITY FOR PREPARATION AND ENFORCEMENT OF TERMS AND CONDITIONS OF SERVICE

The ~~Manager of each~~ respective utility has primary responsibility for the preparation, revision, and enforcement of the service rules governing technical requirements associated with each utility.

The Utility Billing and Collections Manager shall have the primary responsibility for enforcement of administrative policies and coordinating general policies related to utility accounts, billing and collections.

CHAPTER 2

GENERAL POLICIES

1.2.1. ACCESS BY CITY'S AUTHORIZED AGENTS

It is not required for authorized City employees to seek permission to enter a customer's property incidental to the supplying of utility service, including among other things for tree trimming and tree removal in utility easements, accessing Utility owned lines, pipes or other utility equipment and for the purpose of reading, maintaining, or servicing meters. If fencing is installed that conflicts with direct access at a service point, a gate shall be installed to allow work to be performed with line of sight of Utility equipment. All authorized agents requiring access to the property of a customer will present identification upon request.

1.2.2. REFUSAL TO PROVIDE ACCESS

Refusal on the part of the customer to provide access for City-authorized purposes after reasonable request shall be deemed to be sufficient cause for discontinuance of service. The customer will be notified by letter, if the premises are deemed inaccessible and will be asked to contact the City within five (5) days to arrange for necessary access. Lack of response from the customer, may result in discontinuance of service without further notice.

1.2.3. METER SEALS

No person, other than an authorized agent of the City acting in an official capacity, shall break the seal on any meter unless lawful authority from the City to do so has been granted.

A licensed electrician that lawfully removes a seal for the purpose of completing necessary repair work, shall return the meter to its original status, whether the meter was on or off, and ensure the meter is properly sealed before they leave the premises.

1.2.4. RIGHT OF SELF-DEFENSE

Authorized City employees and agents may use pepper spray, animal bite sticks or "Dog Dazer" for self-defense, when necessary, in the judgment of the employee.

1.2.5. SPECIAL CONTRACTS AND WHOLESALE CUSTOMERS

The City may require a special long-term contract when a customer's requirements for utility service are unusually large or necessitate a considerable amount of special or reserve equipment. Arrangements for special contracts will be made between the customer and appropriate utility manager. The terms of any special contract shall supersede any language relevant to the terms of the contract as contained in these Terms and Conditions of Service.

1.2.6. DENIAL OF SERVICE

The City reserves the right to deny service to a customer, at any premises, until all delinquent utility billings for prior or current utility services incurred with the City are paid.

The City shall not be required to provide service to a customer who uses an alias, trade name, business name, or the name of another person as a device to escape payment of an unpaid obligation for prior service.

A service agreement shall not be altered or rescinded to avoid paying a deposit or escape payment of an unpaid obligation for prior service of any person or entity listed on the service agreement.

1.2.7. DEFECTIVE CONDITIONS

The City reserves the right to discontinue service to any customer without advance notice when a defective condition of wiring, lines, piping or other equipment upon the premises of the customer results, or is likely to result, in danger of life or property or in interference with proper service to others. Service to the customer will not be resumed until the defective condition has been remedied to the satisfaction of the City and may require the service be brought to the current code requirement. If such defective condition is the result of tampering with City equipment, other sections of these Term and Conditions of Service may also apply.

1.2.8. NON-SEPARATION OF SERVICES

When a customer applies for service at an account where more than one type of utility service is available, the customer assumes responsibility for all City utilities provided at that address, whether or not the customer chooses to utilize those services.

1.2.9. MULTIPLE ELECTRIC SERVICES

A non-residential customer may take electric service at one location under more than one rate schedule, if the services are separately metered, are in compliance with code requirements, and otherwise meet the rules of electric utility service.

1.2.10. WATER LEAKS AND SEWER BACK-UPS

The City will not be liable for any loss, damage, or injury whatsoever caused by leakage, escape, or loss of water after the same has passed through the meter, nor for defects in the customer's piping as well as sewer back-ups due to defective conditions.

All pipes and fixtures on the customer's side of the meter shall be kept in good repair and free from leaks at the expense of the customer.

Under certain conditions as explained below, the City may adjust the charge for residential ~~house~~ domestic and/or irrigation water charges when there has been abnormally large water consumption. First, the conditions that must be met before any adjustment can be considered are outlined. Second, the method of figuring an adjustment is described for those situations that meet the conditions that qualify for an adjustment.

1. ~~House~~ Domestic Meter

- a. The conditions for an adjustment of charges on a house meter to be considered are:
 - i. There must be firm evidence of a leak on the customer side of the meter.
 - ii. There must be an invoice from a plumbing company that repaired the leak, OR, for a leak repaired by the customer, a ~~notarized~~ letter from the customer stating the date of the leak, date of repair, and the location of the leak along with an invoice for parts.
 - iii. The consumption must exceed the average consumption ~~for the past six billings~~ by at least twenty thousand gallons. ~~The average consumption shall be based off a six-month period before the leak began and preferably during a similar timeframe in a prior year to account for seasonal behaviors. If a six-month period prior to the leak did not occur for that customer, a per-day average will be calculated from two readings taken seven days apart after the repair.~~
- b. The procedures for calculating the adjustment of charges on a house meter are:
 - i. The average consumption as calculated above will be billed at the standard City rate.
 - ii. The first five thousand gallons above the average consumption will also be billed at the standard City rate.
 - iii. The next ten thousand gallons will be billed at fifty percent of the standard City rate.
 - iv. The remaining consumption will be billed at the cost of water to the City ~~plus five percent~~.
- c. ~~If the leak does not cause water to flow into the sewer system, the excess sewer consumption above the average used to calculate the water adjustment shall be credited.~~

2. Irrigation Meter

- a. The conditions for an adjustment of charges on an irrigation meter to be considered are:
 - i. The customer must have had service for the past twelve months.
 - ii. There must be firm evidence of a leak on the customer side of the meter.

- iii. There must be an invoice from a plumbing company that repaired the leak, OR, for a leak repaired by the customer, a ~~notarized~~ letter from the customer stating the date of the leak, date of repair, ~~and~~ the location of the leak **along with an invoice for parts.**
 - iv. Unexplained water loss of at least twenty-five thousand gallons above the average consumption for a representative period, based on factors such as time of year, average of previous season, etc. will be taken into consideration.
- b. The procedure for calculating the adjustment of charges on a irrigation meter are:
- i. The average consumption as calculated above will be billed at the standard City rate.
 - ii. The first ten thousand gallons above the average consumption will also be billed at the standard City rate.
 - iii. The next twenty-five thousand gallons will be billed at fifty percent of the standard City rate.
 - iv. The remaining consumption will be billed the cost of water to the City **plus five percent.**

The Mayor has final authority on any exceptions or disputes regarding this policy.

1.2.11. LIMITATION OF LIABILITY

In the event of a under or over billing of any services, the allowable time frame for adjustment will be limited to the prior six months. Water leak adjustments will be limited to repairs made during the prior six months.

1.2.12. OPEN RECORDS

Personal information collected for the purpose of identifying a person's true identity and for collection purposes shall not be made public under a Freedom of Information request. Persons requesting information other than the customer's name and service and/or mailing address will need to complete a request for record inspection/copy (APPENDICES: Request for Record Inspection) and submit it to the City Attorney/ Staff Attorney for approval before such information will be released.

CHAPTER 3

SPECIAL PROGRAMS

1.3.1 AVERAGE BILLING PROGRAM

For customers who wish to pay average monthly payments over the course of a year, the City offers an average billing program, available to customers who have had service at the same location for twelve consecutive months, whose account is not in arrears and completes an Average Billing Agreement with the City (APPENDICES: Average Billing Program Agreement).

The average monthly payment is recalculated each billing period, using the amounts billed during the previous eleven months, plus the current monthly charges and a percentage of the outstanding balance. The amount due, as shown on the utility bill, will vary each month due to the recalculation using the most recent charges.

Under the terms of the Average Billing Program, if any single payment is late or if a payment is not made, the account will be subject to removal from the program, the account balance becomes due in full, and the account may become subject to disconnection for non-payment.

A customer may elect to be removed from the program at any time. If a customer chooses to be removed from the program, any deferred charges will be due in full immediately.

Termination or transfer of service voids the Average Billing Agreement. Another agreement can not be accepted for residency at a new address until twelve monthly bills showing continuous service at the new address have been issued.

1.3.2 “LIFE SUPPORT” UTILITY ACCOUNTS

The City will maintain a list of customers who submit written evidence that their health would be seriously impaired if electricity or water service were disconnected, due to either outages or non-payment of a utility account. This list is coordinated by the Utility Billing and Collection Department and disseminated to the Electric, Water, Police, Fire and Dispatch Departments, so that the City can expend all necessary efforts to maintain continuity of service to these customers.

A customer may qualify for this category of service by supplying a ~~an~~ affidavit certificate from a physician, nurse, nurse practitioner, physician's assistant, or public or private agency providing physical or mental health care services that loss of electricity or water will cause serious impairment to the health of an individual in permanent residence at the account address for which consideration is being requested. Upon receipt of the affidavit and completion of an information sheet that will provide the data necessary for any affected department to properly serve the account, the account will be designated as a "Life Support" account (APPENDICIES: Medical Certification of Need to Maintain Utilities). The completed affidavit will include information pertaining to the duration of the condition. In the interest of properly serving all the customers designated as life support, it is imperative that the customer notify the City as soon as possible following any change in status.

~~Except at the customer's request or due to a verified change in the status of the health of the affected individual, service will not be disconnected for non-payment, unless all reasonable remedies to correct the past due situation have been attempted and failed.~~

Should disconnection for non-payment become necessary, the procedure to be followed for an account qualifying for this consideration is as follows:

- ~~1. A notice is to be mailed to the customer at the same time as all other notices for the customer's billing cycle.~~
- ~~2. Should a customer request additional time to pay their utility bill, a signed extension of up to thirty days may be granted. However, at the end of the extension period the account shall not have any balances in arrears.~~
- ~~3. On the day of disconnection, either the day the account is scheduled for disconnection or the day after the extension was to have been paid, a door notice shall be prepared and placed on the customer's door if they are not at home, reflecting the account is past due and subject to disconnection if payment of the arrears is not received in the utility billing office by 9:00 a.m. the following business day. A copy of the notice shall be maintained in the utility billing office until payment is received. The Mayor or designee shall be notified that there is a "Life Support" customer in danger of being disconnected.~~

- ~~4. If no payment is received by 9:00 a.m. the following business day, approval from the Mayor or designee shall be documented by the Utility Billing and Collection Manager to continue with the disconnection procedure. Once approval is received, a service person is to go to the location and attempt to contact the customer. If no one answers the door, the service person is to continue with the disconnection. If someone does answer the door, the service person, shall attempt to collect the amount in arrears. If the customer is not able to pay the service person, the service person shall allow up to one hour for the customer to make payment at the utility office or for the relocation of the patient.~~
- ~~5. Upon completion of the disconnection, the service person shall notify the Utility Billing and Collection Manager, who will in turn notify the Mayor or designee.~~
- ~~6. Recertification of the medical condition and continued residency of the impaired individual shall be completed yearly. Failure to recertify the medical necessity will cause the customer's account to be removed from the "Life Support" list.~~

1. Notice from a physician, nurse, nurse practitioner, physician's assistant, or public or private agency providing physical or mental health care services in person, by phone, email or letter continues to exist. Upon receipt of notice the health care professional will be notified that an updated certificate will be required within seven days. Validity of notice may be verified by phone.
2. When notified, the utility shall postpone suspension or reconnect services which have been suspended for thirty days or less.
3. The utility must receive the updated certificate within seven days.
4. Service maybe suspended if updated certificate is not received within seven days.
5. Upon receipt of the updated certificate, the utility shall notify the customer, in writing, of the receipt of the certificate, the date the certificate was received, the date the postponement of suspension or reconnection of service was commenced, and the date on which the postponement of suspension or reconnection shall expire. The notice shall contain an explanation of the customer's right to renew the certificate. The notice shall specifically state the last day the customer has to renew the certificate. The notice may be delivered by first class mail, email or by delivery to the customer's premises.
6. A customer may renew a certificate one time for up to an additional thirty days. The certificate must be renewed by the customer before the initial thirty day period expires. To renew a current certificate, the customer must provide a new certificate from the medical professional.
7. A utility is not required to accept more than one medical certificate per household each year. A renewal certificate is not a second certificate.
8. Delaying suspension or reconnecting service does not excuse the customer from having to pay for the service.

9. At the conclusion of the postponed or reconnected service period the utility account must have all past due balances paid.
10. Should any past due balances exist the customer shall be notified of the delinquency amount required to maintain service. The notice may be delivered by first class mail, by email or by delivery to the customer's premises.

SECTION II
POLICY MANUAL
FOR UTILITY ACCOUNTS, BILLING, AND COLLECTIONS

CHAPTER 1

SERVICE AGREEMENT AND DEPOSIT

2.1.1. SERVICE AGREEMENT FOR ELECTRIC, WATER, WASTEWATER, IRRIGATION AND SANITATION UTILITIES

1. Responsible Party:

Each customer desiring electricity, water, wastewater, irrigation and/or sanitation service from the City shall complete a service agreement (APPENDICIES: Residential Service Agreement and Commercial Service Agreement) in person at the Utility Billing and Collections office.

~~Should the customer not be in Bentonville or the surrounding area at the time service is required,~~ Several options exist for starting the service without the customer present.

- a. The customer may elect to complete the service agreement by facsimile. Should the customer choose this option, the customer is responsible for transmitting to the Utility Billing and Collections office the signed service agreement and a legible copy of their photo identification. The customer shall follow-up by telephone to complete the deposit process by providing a credit or debit card to pay the required deposit **and service fee** amounts.
- b. The customer may elect to complete the service agreement by electronic mail. Should the customer choose this option, the customer is responsible for transmitting to the Utility Billing and Collections office the signed service agreement and a legible image of their photo identification. The customer shall follow-up with a phone call to complete the deposit process by providing a credit or debit card to pay the required deposit **and service fee** amounts.
- c. The customer may elect to have their utility service connected after-hours. The customer is responsible for completing the service agreement and paying any additional deposit amounts by 1:00p.m. the following business day.

3. Information and Identification:

Completion and validation of the agreement is subject to the applicant providing their true name, mailing address, telephone number(s), social security number or other identifying number, employer, next of kin not residing at the same address and such other information as the City may deem necessary in order to ensure the effective billing and collection of each account.

Identification to substantiate the signature of the applicant and proof the applicant is at least eighteen years of age must be presented when the agreement is filed. A legible, valid copy of a lease or bill of sale may be required when a customer is applying for service. Refusal to provide requested information or identification or providing false information may result in denial or termination of service.

4. Deposit, Payments and Fees

Any necessary deposit shall be made at the time the service agreement is filed. Any balances in arrears, along with any fees must also be paid before utility service(s) can be connected.

2.1.2 INSPECTION OF PREMISES

The City may, at its option, inspect the premises prior to final approval of any service agreement. If said premises are in conformance with these Terms and Conditions of Service and all applicable provisions of the City Code, and the service agreement has otherwise been approved, the necessary connections and installations shall be made. However, the service agreement will be deemed not approved, if unacceptable conditions are found at the premises during the inspection. No service connections will be made until all such conditions have been corrected in accordance with all local, state, federal, and other laws, rules, and regulations.

2.1.3 NEW DWELLINGS

A utility account for a new dwelling or business concern shall be established in the name of the contractor whose name appears on the building permits as soon as the Utility Billing and Collection Department is notified a service has been connected at a location. **If new construction, it will be the responsibility of the customer/contractor to contact the respective utility's New Service Coordinator to ensure the metering points align with the current codes.** Service may not be transferred from the contractor to another party until the certificate of occupancy is issued. Once the certificate of occupancy is issued, sewer service, if provided, shall be added to the account.

2.1.4 UNAUTHORIZED SERVICE

If the City leaves utility service(s) connected at a vacant location, it does not constitute consent by the City for use of such service without completion of a service agreement for the service(s). Nor is it permissible for occupants, whether authorized customers or not, to turn on services themselves or to cause service(s) to be turned on by anyone other than City personnel acting in compliance with these Terms and Conditions of Service.

Failure to complete the service agreement process will result in termination of service, in accordance with these policies. Occupants who have used service(s) without completing the required application process, shall be liable to the City for the deposit amount, as well as for payment of bills resulting from usage's, estimated or actual, on all services available to the premises, billed at the prevailing rates. All relevant fees and charges must also be paid prior to any connection or reconnection of service(s) at that or any other premises.

Said occupants will be required to show a lease or bill of sale or other verifiable document showing when occupancy began and will be billed from the reading nearest the commencement date of occupancy. If no such document is available, billing will occur using the last available reading for the previous customer at the premises.

If it appears that metering was bypassed or other evidence of tampering is found, service will be discontinued immediately, without advance notice. Further, the City may estimate usages and bill charges, including charges assessed for damage to City property, together with any other outstanding utility bills, must be paid prior to any connection or reconnection of service at that or any other premises.

2.1.5 TEMPORARY SERVICE

The City may from time to time temporarily install service without requiring a deposit **for the utility account**. Such service will be granted for limited periods of time and only under specific circumstances. Payment for any and all electric, water, wastewater, sanitation and/or any other utilities associated with the location are the responsibility of the customer. This service is available for vacant properties only.

Multi-rental property owners with good credit history with the City, or if a new customer, provide a good credit reference from another utility, may sign a deposit waiver agreement (APPENDICIES: Deposit Waiver Agreement) in lieu of placement of a deposit. The owner must furnish and maintain an updated list of rental properties eligible for such a waiver. It is the obligation of the owner to keep Utility Billing and Collections department notified of changes in rental status of the subject properties.

Multi-residential or commercial units under construction by the same contractor may also qualify. To qualify for this waiver, such owners must have good credit with the City, or if a new customer, provide a good credit reference from another utility, may sign a deposit waiver agreement in lieu of placement of a deposit. The customer must furnish and maintain an updated list of units under construction eligible for such a waiver. It is the obligation of the contractor to keep Utility Billing and Collections department notified of changes in status of the subject properties.

2.1.6 AUTOMATIC TEMPORARY SERVICE

The owner of multiple rental units may elect to enter into an agreement (APPENDICIES: Automatic Temporary Service Agreement) with the City that will automatically place the utilities at predefined locations into the owners name should the tenant request the utilities be taken out of their name. The owner must furnish and maintain an updated list of rental properties eligible for such service. Payment for any and all electric, water, wastewater, sanitation and/or any other utilities associated with the location are the responsibility of the customer.

The term of the agreement is from the date of its execution to the end of the current calendar year. From that date forward the term shall automatically be from January 1 to December 31 of the same year. The agreement shall automatically be renewed on a year to year basis and continue in full force unless terminated by the owner or the City.

This agreement may be terminated by the owner upon thirty days written notice to the City. The City may terminate the agreement should the owner default in the agreement. The following are deemed reasons to declare the owner in default of the agreement:

1. Failure of the owner to pay in full any amounts due and owing for utility service. Disconnection for non-payment shall follow normal procedures as outlined these Terms and Conditions of Service.
2. The owner wrongfully represents ownership of any properties covered by this agreement.
3. The owner allows tenants to reside at a location using service under this agreement.

The City agrees to waive the standard same-day fee, which is charged when a customer requests that service be connected, disconnected and/or reconnected in the same calendar day.

Should a tenant be disconnected for non-payment, the service will be disconnected until payment to reconnect the account is received, the account is closed by the utility billing office, or service at the address is placed into another party's name.

2.1.7 AFTER-HOURS SERVICE

Utility Billing and Collections staff may ~~install~~ connect service for residential customers after normal working hours. The customer will complete an after-hours service agreement (APPENDICIES: After-hours Temporary Service Agreement) and pay any applicable fees at the time service is connected. The customer is then responsible for completing the permanent service agreement and paying all deposit amounts by 1:00 p.m. the following business day. If a customer contacts the Electric Utility generating an outage and it is actually a customer breaker tripped or the customer is off for non-payment but outside of the Utility Billing and Collections hours a service fee shall apply as approved by the Council.

2.1.8 TRANSFER OF SERVICE

Neither the agreement for service, nor the associated deposit is transferable from one person to another. Service at a new location for a customer moving within Bentonville may be established by transfer of the current deposit. The transfer can only be made by the responsible person listed on the account.

Service will not be connected if, on the date for which a connection is requested, there exists or will exist any past due balance on any current or prior utility accounts.

If an overlap of services for longer than fifteen days occurs, a standard deposit will be required.

2.1.9 RESPONSIBILITY FOR CHANGES IN SERVICE

It is the responsibility of the customer to notify the City of any changes in occupancy that will affect the billing and/or service of the customer. Changes may be requested in person, by telephone, or in writing. However, the City will not be responsible for any error or omission in account changes if the requests for change are not made in writing. For requests necessitating connection of service, the customer must contact the City and may be required to complete a new service agreement and tender a new deposit in accordance with these terms.

2.1.10 TERMINATION OF SERVICE

When a customer elects to terminate service, it is the responsibility of the customer to notify the City as to the day such termination is desired. The City may disconnect service at any time after ~~8:00~~ 7:00 a.m. on the day for which the disconnection is requested. ~~If the customer requests service to be terminated the same day they contact the City, a same day service fee will be assessed to the account.~~ Customers must request a termination in service at least one business day prior to the requested date.

The City will read the appropriate meter(s) on the requested termination date and disconnect the service. A final bill will be prepared as a result of the final reading(s) and mailed to the current or forwarding address of record. Any outstanding security deposit will be applied to the final bill.

If service has been disconnected according to a customer's request and the customer then requests the service reconnected for any reason, the customer must present verification the reconnection is duly authorized by the responsible party for the account. All appropriate fees must be paid and a new disconnection date scheduled before service will be reconnected.

2.1.11 APPLICABILITY OF UTILITY DEPOSITS

Every potential customer requesting utility service from the City may be required to make a deposit with the City. A deposit may be made for every completed service agreement and for each separate premises, except as may be otherwise specified in these terms and conditions.

In the event a customer discontinues service or the account is otherwise closed, the deposit will be credited to the customer's account in the amount of the outstanding deposit. A potential refund shall not be used in lieu of tendering a new deposit for service at a new City address, except as may be otherwise specified in these terms and conditions. If a meter or meters located on the premises are damaged in any way, except by ordinary wear and tear, as ascertained by the appropriate utility manager, the whole of the deposit or as much thereof as is necessary to pay for repair of damages shall be deducted from the deposit before any refund is made.

2.1.12 AMOUNT OF DEPOSITS

1. Residential:

For the purpose of guaranteeing payment of the final utility billing, a residential deposit may be required at the time the service agreement is completed, and before service is installed. The amount of such deposit shall be determined according to the current deposit schedule (SECTION IV: Rate and Fee Schedules).

5. Commercial:

Deposits for commercial and business establishments shall be determined on the currently approved deposit schedule (SECTION IV: Rate and Fee Schedules).

After twelve months of service, a commercial/business establishment may request that the amount of deposit be reviewed and adjusted to an amount determined to be the actual average utility bill for the most recent twelve months of service. Such adjustment may result in an increase or decrease to the existing deposit. However, if payments have been late more than once in the previous twelve months no decrease in deposit amount will be made.

2.1.13 REFUNDING DEPOSITS

After at least twelve months of continuous account history with the City and no ~~more than two~~ late payments during the most recent twelve months the deposit shall be credited toward the utility account the deposit is associated with. Should the refunded deposit cause a credit balance, the credit balance shall be carried over to the next billing. No refund checks will be issued for credit balances on accounts that remain active.

Should an account that has previously had their deposit refunded, have more than two late payments in a twelve-month period, a new deposit ~~shall~~ may be required. This deposit will be held for at least another twelve months or until the criteria for a deposit to be refunded is again met.

If a customer elects to transfer service to another location from a location that has had their deposit refunded for good credit, they will not be required to make a new deposit for the new location. However, if the customer at any time exceeds two late payments in a twelve-month period, they will be required to post a deposit. This deposit will be held for at least another twelve months or until the criteria for a deposit to be refunded is again met.

When a utility account is closed, all outstanding deposits associated with that account shall be credited toward the final utility bill. Any balances remaining will be sent to the customer, however, a check will not be issued for any balances less than one dollar.

2.1.14 DEPOSIT-EXEMPT STATUS

Federal, state, county, municipal agencies and public schools shall be exempt from posting deposits with the City.

2.1.15 UNCLAIMED MONEY

If a deposit refund check is returned to the City, all reasonable attempts will be made to contact the customer. If the check cannot be delivered, the Utility Billing and Collection staff shall attempt to locate another active utility account with the City that is in the customer's name and apply the credit to that account. If there are no other active utility accounts, the check will be handled in accordance with prevailing and applicable State regulations.

If a credit balance should arise on a utility account for any reason, the Utility Billing and Collections staff shall attempt to locate an active utility account in the customer's name. If one is located the credit shall be transferred to that account. If the customer does not have another active utility account, a check will be created and mailed to the most recent address according to the utility billing system. If this check is returned, after all reasonable attempts have been made to contact the customer; the check will be handled in accordance with prevailing and applicable State regulations.

2.1.16 LOST CHECKS

When utility refund checks of any nature have been sent to the last known address of a utility customer, but have not been received by the customer, the City may, at its option and after a reasonable amount of time has elapsed, issue a "stop payment" request to the bank on which the lost check was drawn, and initiate those internal procedures appropriate for reissuing the check. The customer may be responsible for the stop payment charges according to the fee schedule if the customer chooses to request an immediate reissue of the check.

CHAPTER 2

BILLING AND BILLING ADJUSTMENTS

2.2.1. APPLICABILITY OF BILLS

No person shall use any utility service provided by the City without paying for same.

2.2.2 DELIVERY OF UTILITY BILLS

The City may mail a bill for utility services to the address at which service is taken or to other such address as designated by the customer.

Delivery is deemed to have taken place when, according to the City's records, a bill or any notice containing billing or delinquent information has been properly delivered to the U.S. Postal Service.

Failure to receive a duly delivered bill or other notice in no way exempts a customer from liability for payment of any amount due.

2.2.3 READING AND BILLING CYCLES

City meters will typically be read at monthly intervals of not less than twenty-five days and not more than thirty-five days; billing for service will normally be submitted to customers monthly.

Should it not be possible to read meters for each billing period, the City may submit an estimated bill to the customer, based on previous usage and other available information, to be adjusted, as necessary, when the next actual reading is obtained.

2.2.4 BILLING RATES

The City's standard rate schedules (SECTION IV: Rate and Fee Schedules) state the conditions under which each rate for each service is available. They also state the terms or period for which each is established.

Design of the appropriate rate structure shall be the responsibility of the appropriate utility ~~director~~.

2.2.5 PAYMENTS

The City accepts cash, checks, money orders, and credit or debit cards for payment of utilities. Should a customer believe their account has not been properly credited for a payment; the customer should contact the Utility Billing and Collections office immediately. When contacting the City, the customer must have either a receipt or proof such as a canceled check to receive credit

2.2.6 LATE PAYMENTS

If the balance of each monthly bill is not received in the billing office on or before the Due Date, as printed on each bill, a late payment charge shall be added to the current bill. The Due Date shall be no sooner than twenty-one days after the date of the bill, which is the day the bill is mailed.

Each late charge applied to a utility account, whether due to non-payment or late payment, shall cause a late payment indicator to be created within the customer's master utility account record.

2.2.7 TESTING OF METERS

It is the responsibility of the appropriate utility director to maintain all meters related to the appropriate utility in good repair and proper working condition without cost to the customer, except where the customer may become liable, as stated in these Terms and Conditions of Service. All meters, whether electric or water, shall be inspected and tested as often as deemed necessary and sufficient by the City in order to insure their good working condition and accurate calibration. The City may replace any meter, at any time, at its option.

The City will test the accuracy of any customer's electric and/or water meter after receipt of a written request (APPENDICIES: Request for Meter Test) from the customer and prepayment of the stipulated meter test fee. The customer may request to be present, during normal working hours, when the meter is tested. Further, the customer may, at the customer's option and own expense, have an expert or other representative present at the time of the test.

If the tested meter is found to be more than two percent incorrect, causing the customer to be over billed, the City shall credit the meter test fee, correct the billing as set for the in these Terms and Conditions of Service, and shall replace or adjust the meter. In the case where the tested meter is found to be more than two percent incorrect, causing the customer to be under billed, the City shall not credit the meter test fee, however it will correct the billing as set for the in these Terms and Conditions of Service, and shall replace or adjust the meter.

If the tested meter is found to be within the accuracy limits of two percent, whether slow or fast, the City will not credit the meter test fee, nor make any adjustment to the account's billing.

2.2.8 ADJUSTMENT OF BILLS

If the results of any meter test, whether requested by the customer or performed at the option of the City, show that a meter registers inaccurately by more than two percent, fast or slow, the City will correct the customer's utility billing, using the percent of error as the factor for calculating adjustments:

1. Fast Meters: The City shall credit to the customer's account the amount overcharged during the previous billing periods, not to exceed ~~thirty~~ six months.
2. Slow Meters: The City may charge for the services(s) consumed, but not included in bills previously rendered, for a period not to exceed ~~thirty~~ six months.

3. Clerical/Technical Errors, Adverse to the City: If a meter or account record is found to have an incorrect register, connection, multiplier, or constant, or if a meter is found not to register or to have been registering intermittently for any period, or if a clerical error of any nature has been made on the account, the error shall be corrected and the account adjusted. Billable usage may be estimated based on such information as is available from the City's records and as is deemed reasonable in comparison to previous usage at the same account or similar usages at comparable accounts.
4. Clerical/Technical Errors, Adverse to the Customer: When the error is adverse to the customer, a credit adjustment will be made to the account for the amount charged due to incorrect metering or due to errors in billing calculations for the period of time that the bills were in error, but not to exceed ~~thirty~~ six months. When the error is adverse to the City, the City may charge the customer the undercharge for the utility service incorrectly metered or billed for the period of time that the bills were in error, but not to exceed ~~thirty~~ six months.
5. For sanitation charges, should a pick-up not occur due to weather conditions or holiday schedule, no adjustment will be made to the customer's account.
6. Minimum Adjustment: No billing adjustment will be made where the full amount of the adjustment is less than \$1.00.
7. Payment of retroactive Billing: The City may accept installment payments for account adjustments issued due to meter, billing, or technical errors. The maximum period of time for such installment payments to be spread may equal, at the discretion of the Billing and Collections Manager, the same amount of time over which the error existed, but not to exceed ~~thirty~~ six months.
8. Objections to Retroactive Billing: If the customer should object to retroactive billing, the objection should be made in writing to the Billing and Collections Manager on or before the due date specified for payment of the retroactive billing. Non-payment of the disputed amount will not cause the account to be subject to disconnection; however, the maximum objection period is limited to three months. Thereafter, the account may become subject to disconnection, even if the dispute is unresolved.
9. Payment During Dispute: During the period of dispute, applicable minimum charges and all properly billed subsequent charges shall be due and payable on each respective due date. Service will become subject to disconnection, if current charges become delinquent, even if resolution of the disputed amount is still pending.
10. Routine Testing: These procedures shall not apply to routine testing and/or replacement of meters.

CHAPTER 3

CREDIT AND COLLECTIONS POLICIES

2.3.1. DELINQUENT ACCOUNTS

Charges for utility service shall be due and payable monthly on such dates as determined by the City's Billing and Collection Department. Each customer's monthly bill shall have printed thereon the date on which payment is due in full. If a monthly bill is not paid by the indicated date, a late payment charge is assessed and the account is delinquent and becomes subject to disconnection.

2.3.2. NOTIFICATION OF DISCONTINUATION OF SERVICE

In the case of disconnection of service due to non-payment of account, the following procedures shall apply, except as otherwise provided for in these policies:

A written notice stating the amount that must be paid in order to avoid discontinuation of service shall be sent, by mail, to the mailing address of the customer, as shown on City records. The notice shall be delivered to the postal service at least five business days prior to the disconnection date shown on the notice.

2.3.3. DISCONNECTION OF SERVICE

1. Disconnects with Prior Notice

The City may discontinue utility service to a customer for reasons set forth below, as long as notice of impending discontinuation of service has been delivered to the postal service. Failure to accept or acknowledge notification shall not be cause for delay of the disconnection. Disconnection may take place anytime during normal working hours on or after the day designated for disconnection.

- a. Non-payment of any bill, or any portion of a bill, properly rendered by the City to the customer at any premises for any utility service.
- b. Refusal by the customer to provide reasonable access for City personnel to read, service, or otherwise maintain City equipment located on the customer's premises, in accordance with these policies.
- c. Violation of or non-compliance with an approved rule of service of the City, including these Terms and Conditions of Service.
- d. Violation of or non-compliance with any rule or regulation of any applicable federal, state, municipal, or other local laws, rules, or regulations.
- e. Failure by the customer to complete a service agreement or furnish a deposit.

- f. Failure by the customer to complete a service agreement in the true name of the customer.
- g. Checks or bank drafts returned by a bank unpaid for any reason.

6. Disconnects with Simultaneous Notice

The City may discontinue utility service without advance notice to a customer for any of the reasons set forth below. However, notice will be posted at the premises at the time of discontinuation of service, indicating the reason for disconnection.

- a. Existence of a dangerous or defective condition of wiring, plumbing, or utility-related equipment on the customer's premises.
- b. Fraudulent use of service.
- c. Tampering with the City's regulating and measuring equipment or other property.

7. Disconnects without Notice

Under the following conditions, utility service may be disconnected without notification, either prior or at the time of disconnection. Notice of the original disconnection date will have been made in writing at the time that the related agreement was signed, a copy of which was then given to the customer.

- a. Expiration of a Temporary Service Agreement
- b. Failure to comply with the terms of a Utility Payment Extension Agreement.

2.3.4. EXTENSION OF TIME TO PAY

If a customer is unable to pay an outstanding amount on a utility bill and is in danger of service being disconnected, the customer may request an extension of up to fourteen calendar days to pay the account provided a Utility Payment Extension Agreement is completed and signed. The extension agreement (APPENDICIES: Utility Payment Extension Agreement) shall include the complete amount past due.

Extension agreements are available to customers only once every three months for a maximum of four times in a twelve-month period. Failure to comply with the terms of any extension agreement will result in disconnection of service without further notice. The customer will not be eligible for any additional extensions for twelve months following a broken extension.

2.3.5. DISHONORED CHECKS AND DRAFTS

In the event a customer should offer for payment for any utility bill, deposit, fee, or portion thereof, by means of a check or bank draft which is not honored by the payer's bank for any reason, a returned check service charge shall be charged.

Notification shall be sent to the customer's mailing address that a check or draft has been returned unpaid by the bank. The notice shall state the customer has five business days from the date of the letter to replace the check and pay all fees associated with the dishonored check. Failure to replace the dishonored check or draft with cash, certified check, cashier's check, or money order by the date indicated shall be disconnected.

In the event that two dishonored checks or drafts have been tendered to the City as payment for utility service within any of the last twelve months, payment by any such customer for the next twelve months of service shall be accepted only when tendered by certified check, cashier's check, money order, or cash.

After the customer is no longer precluded from presenting checks for payment of utility billings, should that customer again have two checks or drafts returned within a twelve month period, payment by any such customer for the next twenty-four months of service shall be accepted only when tendered by certified check, cashier's check, money order, or cash. The third time a customer has two checks or drafts returned within a twelve month period, payment by any such shall be accepted only when tendered by certified check, cashier's check, money order, or cash.

The City reserves the right to contact the payer's bank to insure that sufficient funds are available to cover the amount of any check or draft.

2.3.6. RECONNECTION OF SERVICE

When any utility service has been disconnected, reconnection shall occur only upon certified correction of the condition that caused the disconnection, including payment of the total current account balance, all fees and/or deposits.

2.3.7. SUMMARY OF DISCONNECTION POLICIES

1. Commercial Accounts
 - a. Weather does not affect disconnection.
 - b. Payment of all past due amounts made before 8:00 a.m. the day of disconnection will stop disconnection.
 - c. Returned checks and drafts are to be paid with cash, cashier's check, money order or credit card by the end of the business day indicated on the notice mailed to the customer.

8. Residential Accounts

- a. Service will not be disconnected when weather forecasts indicate that the temperature will fall to thirty-two degrees Fahrenheit or below on the day of disconnection.
- b. Service will not be disconnected when weather forecasts indicate that the temperature will rise to one hundred degrees Fahrenheit or above on the day of disconnection.
- c. Payment of all past due amounts made before 8:00 a.m. the day of disconnection will stop disconnection.
- d. Returned checks and drafts are to be paid with cash cashier's check, money order or credit card by the end of the business day indicated on the notice mailed to the customer.
- e. Service will not be disconnected on the day before any legal holiday.

9. Residential and Commercial Accounts

- a. Once service has been disconnected, payment of the entire balance on the account, together with the appropriate fees and deposits, are required before service will be resumed.
- b. Billing and Collection department staff responding to calls for connections or reconnections will issue a receipt to the customer and record payments taken in the field. Staff shall not make change for a customer. If a customer makes a payment in cash and does not have exact change, the excess amount will be applied toward the account as a payment.
- c. Agreements granting extensions of time for payments on an account must be approved by the Billing and Collections Manager or designated representative.

10. If a designated disconnection date for which proper notice has been given is delayed, service may be disconnected within the next five working days without further notice. If disconnection continues to be delayed, a second notification shall be given, whether by mail or by notice left at the service address.

2.3.8

Emergency Utility Payment Extension Agreement

- 1. If a disaster or emergency is declared by the Mayor, the Mayor is given the authority to temporarily waive utility late fees, temporarily suspend utility disconnections for non-payment and implement the extended utility payment agreement policy.
 - a. The Mayor shall determine a date through which delinquent utility bills are eligible to be included in an extended utility payment agreement.
 - b. Customers may request an extension of all delinquent utility amounts through the date designated by the mayor.

- c. The extension shall be repaid over two (2) times the number of months the account's delinquent charges consist of.
 - d. Extended utility payment date agreed to by the City and customer shall occur monthly on a specific date.
 - e. Each payment shall be roughly equal in size.
- 2. If a utility payment extension agreement is not met as agreed, the following shall apply:
 - a. A notice of failure to meet the extension shall be either emailed to the customer's email address on file or if no email address is on file, a hang tag shall be delivered to the customer's location.
 - b. If an account is sent for disconnection, prior to service being disconnected a customer can stop the disconnection by paying the amount of the missed extension payment with any normal disconnection trip fees.
 - c. If an account is shutoff, the customer can reconnect service by paying the amount of the missed extension payment with the normal disconnection/reconnecting fees, as long as this occurs prior to the account being closed and final billed.
 - d. If an account is closed and final billed, all delinquent balances as well as any deposits are required to reestablish service.

CHAPTER 4

FRAUDULENT USE OF UTILITY SERVICES

2.4.1. CUSTOMER'S RESPONSIBILITY FOR CITY PROPERTY

No person shall deface, damage, or destroy any City property. No regulating or measuring equipment or other property or equipment owned by the City, wherever situated, whether upon the customer's premises or elsewhere, shall be tampered with, removed, worked on, or interfered with, either for the purpose of adjustment or otherwise, except by authorized representatives of the City acting in their official capacity.

The customer shall be responsible for all damage to or loss of City property located on the premises of said customer, unless the damage or loss is proven to be beyond the customer's control. In addition, the customer shall be responsible for any and all costs incurred by the City in the removal, relocation, or modification of the City's property, equipment, or facilities when such removal, relocation, or modification has been necessitated by some act of the customer and results in inaccessibility, danger, or interference with utility service.

2.4.2. RESALE AND/OR SUBMETERING PROHIBITED

Utility service delivered to customers shall be for use upon the premises of the customer only and shall not be resold or delivered for use off the premises of the customer or shared with others. No person shall allow sub-metering for any utility service without express, written authorization and consent by the City. This rule may be waived by special contract with the City.

2.4.3. METERED & UNMETERED SERVICE

It shall be unlawful for any person to receive or use any utility service from the City's distribution and collection systems ~~which has not passed through a meter~~. All meters must meet all City specifications and all the provisions of these Terms and Conditions of Service.

No person shall install piping or wiring or make such connections or attach pipes or wires to service lines in such a manner that service may be obtained without being supplied according to these Terms and Conditions of Service.

2.4.4. EVIDENCE OF UTILITY DIVERSION

Proof of the existence of or an attempt to create any bypass, tampering, or unauthorized metering shall be deemed prima facie evidence that the customer at the premises where such bypass, tampering, or unauthorized metering or an attempt thereof occurred, if it is proved that the customer is an occupant of the premises and that said customer had or controlled access to the meter or other utility equipment where the bypass, tampering, or unauthorized metering or attempt thereof occurred.

2.4.5. TAMPERING WITH SERVICE EQUIPMENT

It shall be unlawful for any unauthorized person to turn on service or otherwise tamper with shut-off devices on City metering equipment in any way, form, or manner.

Tampering, bypassing, or unauthorized use of a meter, which is both subterfuge and a possible safety hazard, shall be grounds for immediate disconnection of service. Notification shall be delivered to the premises at the time of discontinuation of service. Service shall not be reconnected until any and all deficiencies in wiring, connections, meters, or other facilities at the premises have been repaired, corrected, or otherwise altered to conform to the requirements of all applicable ordinances, rules, and regulations.

In addition, all charges and bills, whether current, past due, and/or estimated, must be paid in full before service is restored. The amount of deposit shall be reviewed and shall be subject to change, as if the account were being activated for new service; however, any new deposit amount stipulated as a result of this review shall under no circumstances be less than any currently-existing level of deposit.

2.4.6. PENALTIES FOR UTILITY SERVICE DIVERSION

The City may estimate any and all usage not recorded as a result of tampering, bypassing, and/or unauthorized metering and bill an amount resulting from the estimated calculations. Such estimations may be derived from actual usage for the same account at a time when usage was known to be accurate, or in comparison with any other premises of a similar size or nature, or in accordance with any other method that the Billing and Collections Manager shall deem prudent and reasonable.

SETION III
DEFINITIONS

TERM

DEFINITION

BILLING AND COLLECTIONS
MANAGER

shall mean the party chiefly responsible for, among other duties, ascertaining deposit amounts, assuring the accuracy of account maintenance and timely distribution of utility bills, overseeing credit and collection procedures, and reviewing the activities of the meter reading and utility staff.

BYPASS or BYPASSING

shall mean any wire, cord, socket, pipe, motor, or other instrument, device, or contrivance connected to the electric or water supply system or any part thereof, so as to transmit, supply, or use any electricity or water without the electricity or water passing through an authorized meter for measuring or registering the amount of such electricity or water.

CITY
COUNCIL

~~shall mean the City of Bentonville, Arkansas.~~
shall mean the duly elected body of officials which, among other duties, is chiefly responsible for the development and enactment of the ordinances that govern the affairs of the City of Bentonville, Arkansas.

CUSTOMER

shall mean any person, firm, partnership, corporation, agency, or legal entity, including authorized agents or employees of an owner, who has assumed responsibility for and/or receives utility service of any nature for any given premises.

DIRECTOR OF FINANCE AND
ADMINISTRATION

shall mean the party chiefly responsible for, among other duties, all fiscal record-keeping within the City. The Director of Finance ~~and Administration~~ provides oversight for the Billing and Collections Manager.

~~DIRECTOR OF PUBLIC WORKS~~

~~shall mean the party chiefly responsible for, among other duties, providing oversight to the Electric Utilities Manager, Water Utilities Manager, and the Waste Water Utilities Manager.~~

DWELLING UNIT

shall mean any living unit containing kitchen appliances and facilities used for residential dwelling, either continuously or part-time. A weekend cabin or mobile home is a dwelling unit.

~~ELECTRIC UTILITY MANAGER~~

~~shall mean the party chiefly responsible for, among other duties, all technical aspects of electrical service as provided by the City to its customers.~~

ELECTRICITY

shall mean electric power and energy produced, transmitted, distributed, or furnished by the City.

LEGAL HOLIDAY	shall mean those days declared by the Council to be days on which City offices are not open for business.
METER	shall mean any device or devices, installed and approved for use by the City, used to measure or register electric power and energy or water or waste water consumption
NORMAL WORKING HOURS	shall mean the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, with the exception of legal holidays.
POINT OF DELIVERY	shall mean the point at which the utility supply system of the City connects to the wiring or piping system of the customer.
PREMISES	shall mean any piece of land or real estate or any building or other structure or portion thereof or any facility where any utility service is furnished to a customer, including dwelling units as defined herein.
PRODUCTION COST ADJUSTMENT	shall mean a factor determined by the City of Bentonville and applied to the cost of energy used by the consumer to account for variations in the cost of generating or purchasing power.
SANITATION	shall mean garbage or refuse collection service furnished by or for the City.
SERVICE OR UTILITY SERVICE	shall mean the supplying by the City electricity, water, waste water, sanitation, security lighting, fire sprinkler service, or any combination thereof.
SUMMER SEASON	shall mean customer usage months beginning May 1 and ending October 31 of each year.
TAMPER OR TAMPERING	shall mean damaging, altering, adjusting, or in any manner, interfering or obstructing the action or operation of any meter provided by the City for measuring or registering the amount of utility service passing through the meter.
UNAUTHORIZED METERING	shall mean the installation, connection, moving, reconnection, removal, or disconnection of any meter or metering device for utility service by any person other than employee of the City acting in an official capacity or other designated parties acting on the behalf.
WASTEWATER	shall mean the wastewater service furnished by the City.

WASTE WATER UTILITY
MANAGER

shall mean the party chiefly responsible for, among other duties, all technical aspects of waste water service provided by the City to its customers.

WATER

shall mean the water service furnished by the City.

~~WATER UTILITY MANAGER~~

~~shall mean the party chiefly responsible for, among other duties, all technical aspects of water service as provided by the City to its customers.~~

WINTER SEASON

shall mean customer usage months beginning November 1 and ending April 30 of each year.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance Waiving Competitive Bidding to Order 3ph Transformers
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase 3ph Transformers from AECL, with Unit Prices and estimated quantities attached for \$248,600.00, plus applicable taxes.
Additional Comments for Consideration (Optional):	Award is based on low responsive quote for estimated totals: AECL in the estimated amount of \$248,600.00 Due to market volatility and lead time, it is not practical or feasible to solicit competitive bids.
Amount for Approval:	\$ 248,600.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



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

<u>Line Item Number</u>	<u>BEUD Inventory Part Number</u>	<u>KVA</u>	<u>Voltage</u>	<u>QTY</u>	<u>Price Each - AECI</u>	<u>Price Each Techline</u>	<u>Price Each Irby</u>	<u>AECI LOW QUOTE</u>
1	2039	500	277/480	1	\$24,350.00	\$44,008.00	\$41,926.00	\$24,350.00
2	2047	750	277/480	2	\$33,650.00	\$62,913.00	\$53,397.00	\$67,300.00
3	2007	1000	277/480	1	\$44,350.00	\$74,719.00	\$52,607.00	\$44,350.00
4	2013	1500	277/480	2	\$56,300.00	\$97,531.00	\$73,337.00	\$112,600.00
								\$248,600.00

Quote Submitted By: _____

Three Phase Pad-Mount
Transformer Quote Form