City of Bentonville
Bentonville Utility Board Meeting
Tuesday, November 5th – 11:30 am
Bentonville City Hall 305 SW "A" St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: October 15th, 2024

New Business

1. Ordinance & Waiver of Bid – 1/0 Wire Order – Travis Matlock, PE (page 2-3).
2. Resolution Bid Award IFB 24-72 – Electric Materials – Travis Matlock, PE (page 4-18).
3. Resolution Bid Award IFB 24-73 – Wood Poles – Travis Matlock, PE (page 19-48).
4. Ordinance & Waiver of Bid – Substation "A" Transformer – Travis Matlock, PE (page 49-79).
5. Resolution Bid Award IFB 24-68 – 14th St. CIP Sewer Lining – Donald Schmidt (pages 80-185).
6. Resolution Bid Award IFB 24-70 – IDIQ Waterline Replacement – Donald Schmidt (pages 186-421).
7. Resolution Budget Adjustment – WRRF Bond Money Allocation – Patrick Johndrow – (page 422).
8. Water Loss Discussion – Mike Bender, PE/Preston Newbill.
9. Adjournment

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/12/2024	**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 to waive competitive bids to order 1/0 Underground Wire
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase 1/0 UG Wire from Stuart Irby. Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: Irby in the estimated amount of $449,000.00 plus applicable taxes. Techline is not an authorized distributor of Okonite wire.
Amount for Approval:	**$** 449,000.00

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

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
Quote Form

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot Irby	Price Per Foot Techline	Price Per Foot AECI
2147	1/0 Full Neutral AL	100,000	$4.49	$3.80	$4.57
		40 reels @ 2500' on each		**vendor does not meet spec**	
			$449,000.00	$380,000.00	$457,000.00

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/12/2024	**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:	Resolution to award IFB-24-72 for Electric Materials.
Action Recommendation & Justification:	Resolution to award bid IFB-24-72 for Electric Materials to Stuart Irby Company per the unit prices attached. Stuart Irby was the sole bid received.
Additional Comments for Consideration (Optional):	The City received a late bid submission from Techline, Inc. after the 1:00 PM Bid Opening, which resulted in the bid submission being rejected.
Amount for Approval:	**$** per the unit prices

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 PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	10/22/2024	Time of Bid Opening:	1:00 PM	IFB-24-72

Solicitation Title: Electric Material

Bidders:	Irby Utilities

Line Item	Quantity	Unit of Measure	BEUD Part #	Description	Unit Price
1	2	EA	1922	SWITCHGEAR AIS-9 3PH DEADFRONT CHANCE #A090A2OU - NO SUB	$25, 817.67
2	10,000	FT	2183	WIRE 4/0 TRI-U/G SWEETBRIAR 4/0-4/0-2/0 PHASES MUST BE MARKED - 1000' PER REEL	$2.36
3	12	EA	1905	SWITCH FUSE UNIT END FIT SML-20 (PFC) CAT. #3097	$460.00
4	360	EA	1889	STUD-MNT TRANS CONNECTOR CMC/BMC #NSSC350-61 5/8-11 6 POSTION - NO SUB	$24.90
5	200	EA	1042	ARRESTER LIGHTNING 10KV COOPER #UNS10050A1A1B1A - NO SUB	No Bid
6	32	EA	1118	BRACKET FIBERGLASS MACLEAN #G1MAO118DDB - NO SUB	$63.70
7	400	EA	1154	CAP PROTECTIVE/INSULATED GROUND ELASTIMOLD #167-DRG NO SUB	$47.61
8	200	EA	1370	CONDUIT STRANDOFF BRKT, 12" ALUMAFORM 9-CSO-12-4WT - ALUMAFORM ONLY NO SUB	$58.16
9	400	EA	1437	DEADEND SHOE 3/0 477ACSR SPRING LOAD SIDE OPENING HUBBELL ANDERSON #ADEZ88N ONLY - NO SUB	$26.69
10	450	EA	1449	ELBOW 1/0 15KV 220 MIL 162LRJS-B-5240 W/T.POINT INSL. DIA. 16.0-23.1 NO SUB	$66.17
11	24	EA	1470	ENCLOSURE BURIAL CONCAST 200 AMP 3PH. LID FIBERCRETE MOUNTING PAD LID FC-37-73-2-3PH-1	$639.91
12	20	EA	1473	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD, 3PH FC39-75-36-3PH	$797.79
13	200	EA	1499	FAULT INDICATOR UNDERGROUND LOAD TRKR LM #29-6114-0F8 NO SUB	$238.65
14	24	EA	1456	ELBOW DEADFRONT 750TR/XLP 15KV 220MIL K655LRM-0380 YELLOW OR ORANGE LUG FOR 750 WIRE	$271.10
15	6	EA	1557	FUSE S&C SMU-20 200K CAT NO. 702200	$178.00
16	250	EA	1524	FUSE CUTOUT 100AMP POLYMR-MPS #SC15-H-G-1-10-B-D90 NO SUB	$174.24
17	200	EA	1617	HOTLINE CLAMP COP-ALUM CHANCE #S1530AC NO SUB	$17.11
18	400	EA	1627	INSULATOR PIN F-NECK MCLEAN #DP55-4 NP21D8/GAMMA PT8196GR	No Bid
19	265	EA	1634	INSULATOR SUSPEN/DEADEND OHIO BRASS #401015-0215	$18.92
20	100	EA	1636	KADDAS KE-1068BGR FUSE CUTOUT COVER - NO SUB	$20.77
21	75	EA	1656	LOADBREAK JUNC 4-POINT ELAST#164J4-5 W/STRAPS	$282.43
22	300	EA	1711	PIN SADDLE CHANGE 14322 OR MALEAN J3322Z	$33.24
23	200	EA	1716	PLUG STAND OFF ELASTIMOLD #161SOP	$61.29

The City received a late bid submission from Techline, Inc. after the 1:00 PM Bid Opening, which resulted in the bid submission being rejected.

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

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

FOR PUBLICATION

PUBLICATION DATES: SEPTEMBER 29, 2024

NOTICE TO BIDDERS
ELECTRIC MATERIAL
Invitation For Bid (IFB)-24-72

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of electric material, as specified, for the City of Bentonville Electric Utility Inventory Department.

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

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from 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.

There will be a Public Bid Opening for IFB-24-72 held at 1:00 PM CST on Tuesday, October 22, 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 and unsigned Submissions will be rejected without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location 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 October 16, 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-24-72	**Date of Issuance:**	SEPTEMBER 29, 2024
Description:	ELECTRIC MATERIAL		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITY INVENTORY DEPARTMENT		
Purchasing Department (Buyer):	MEGHAN DILLARD, PURCHASING SPECIALIST		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	NO BID BOND REQUIRED		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**OCTOBER 22, 2024 at 1:00 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor – IFB-24-72** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	October 16, 2024 - 4:30 PM CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Irby **Phone Number:** 501-618-3002

Business Address (Full Street/City/State/Zip): 8401 Frazier Pike Little Rock, AR. 72206

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

Name of Contact Person: Deborah Needs **Email:** needs@irby.com

Signature of Authorized Person: Deborah Needs **Date:** 10/17/24

Printed or Typed Name: Deborah Needs **Title:** Inside Sales

Arkansas Contractors License Number: — **(Not required unless specified)**

Sales or Use Tax ID Number: 64-0179020

Bid Bond Included: ___ Yes ✓ No (Not required)

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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)

Net 30 - Next End of Month

17. TERM

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

_X_Single Purchase (for an item(s) ordered at one time)

The awarded Bidder(s) will receive a single or multiple Purchase Order(s), based on the Line Item(s) awarded, from the City of Bentonville for the one-time purchase and delivery of the Item(s).

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

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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.	DN
Appendix A: Vendor Disclosure, Completed	DN
Appendix B: Non-Collusion Affidavit, Signed and Notarized	DN
Appendix C: Bid Form, Completed	DN
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** — **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	DN

[This space has been intentionally left blank]

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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Iteb4

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.**

DN Initials

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APPENDIX B
NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)

MUST BE SIGNED AND NOTARIZED

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
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NON-COLLUSION AFFIDAVIT

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

State of Arkansas

County of Pulaski

I Deborah Needs (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: Deborah Needs

Title (of Authorized Representative/Agent): Inside Sales

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 21st day of October, 2024

Notary Public Signature: Lorrie Rebenstorf My commission expires: June 28, 2031

Seal:

LORRIE REBENSTORF
Notary Public - Arkansas
Saline County
Commission # 12714622
My Commission Expires Jun 28, 2031

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APPENDIX C
BID FORM & INSTRUCTIONS
(REQUIRED RESPONSE DOCUMENT)

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BID FORM & INSTRUCTIONS

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such in accordance with the specifications contained herein to deliver the item(s) as specified to the City.

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

BID PRICES SHALL NOT INCLUDE SALES TAX. THE CITY OF BENTONVILLE IS NOT EXEMPT FROM SALES TAX, HOWEVER SALES TAX WILL BE CALCULATED AS PART OF AWARD.

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

_X__ **Per Line Item:** The award will be based on the lowest and most responsible Unit Price per Line Item with all factors considered. In all instances the Unit Price shall govern. Bid prices shall be rounded to the nearest cent. The City will extend the Unit Price to the Extended Price, based on the City's specified quantities and Units of Measure, during Bid Evaluation. The City will award per line item based on the Bid received that is in the City's best interest.

Quantities:

1) Estimated Quantities listed are estimates and may be increased or decreased at time of order or award, in accordance with the City's procurement laws and policies.

2) Minimum Order Requirements: The City is not required to award Bids and/or Line Items to Bidders whom state a minimum order quantity. In the event that minimum order quantities apply in any Bid Submission, those requirements must be stated clearly for the line item(s) the minimum(s) apply to. Minimum order quantities will be evaluated on a case-by-case basis in accordance with the City's solicitation and what is in the City's best interest. Minimum order quantities may be considered a conditional bid and may be rejected in whole or in part at the City's sole discretion in accordance with the Terms and Conditions stated herein.

No Bid: "No Bid" shall be used in the event Bidder is not submitting a Bid for a single Line Item. Bidders shall only use "No Bid" to indicate an Item not being Bid and shall refrain from using other symbols or language (such as dashes, zeros, blanks etc.).

Substitute/Equivalent Items: If Bidder is offering a substitute/equivalent item, Bidder must state the Supplier and Part Number offered on the Bid Form, in the space provided. It is the Bidder's responsibility to prove to the City that the product is equal to or better than the product specified. The decision to accept a proposed item is solely the City's.

Ea – Each ' – Foot/Feet " – Inch/Inches

PLEASE READ THE BID FORM INSTRUCTIONS

BID PRICES NOT ROUNDED TO THE NEAREST CENT WILL BE REJECTED WITHOUT EXCEPTION

ITEM	QTY	UNIT	BEUD PART NO.	DESCRIPTION	UNIT COST *Rounded to the nearest cent*	LEAD TIME	EQUIVALENT PART NUMBER (IF APPLCABLE) *Documentation demonstrating equivalency required to be submitted with Bid*
1	2	EA	1922	SWITCHGEAR AIS-9 3PH DEADFRONT CHANCE #A090A2OU - NO SUB	$ 25.817.67 /EA	20 WK	
2	10,000	FT	2183	WIRE 4/0 TRI-U/G SWEETBRIAR 4/0-4/0-2/0 PHASES MUST BE MARKED - 1000' PER REEL	$ 2.36 /FT	Stock	
3	12	EA	1905	SWITCH FUSE UNIT END FIT SML-20 (PFC) CAT. #3097	$ 460.00 /EA	24.26 WK	
4	360	EA	1889	STUD-MNT TRANS CONNECTOR CMC/BMC #NSSC350-61 5/8-11 6 POSTION - NO SUB	$ 24.90 /EA	149 DAY	
5	200	EA	1042	ARRESTER LIGHTNING 10KV COOPER #UNS10050A1A1B1A - NO SUB	$ NO /EA		
6	32	EA	1118	BRACKET FIBERGLASS MACLEAN #G1MAO118DDB - NO SUB	$ 63.70 /EA	2 WK	
7	400	EA	1154	CAP PROTECTIVE/INSULATED GROUND ELASTIMOLD #167-DRG NO SUB	$ 47.61 /EA	20.22 WK	
8	200	EA	1370	CONDUIT STRANDOFF BRKT, 12" ALUMAFORM 9-CSO-12-4WT - ALUMAFORM ONLY NO SUB	$ 58.16 /EA	3-8 WK	
9	400	EA	1437	DEADEND SHOE 3/0 477ACSR SPRING LOAD SIDE OPENING HUBBELL ANDERSON #ADEZ88N ONLY - NO SUB	$ 26.69 /EA	22 WK	
10	450	EA	1449	ELBOW 1/0 15KV 220 MIL 162LRJS-B-5240 W/T.POINT INSL. DIA. 16.0-23.1 NO SUB	$ 66.17 /EA	34.36 WK	
11	24	EA	1470	ENCLOSURE BURIAL CONCAST 200 AMP 3PH. LID FIBERCRETE MOUNTING PAD LID FC-37-73-2-3PH-1	$ 639.91 /EA	20-21 WK	
12	20	EA	1473	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD, 3PH FC39-75-36-3PH	$ 797.79 /EA	20-21 WK	
13	200	EA	1499	FAULT INDICATOR UNDERGROUND LOAD TRKR LM #29-6114-0F8 NO SUB	$ 238.65 /EA	Stock	
14	24	EA	1456	ELBOW DEADFRONT 750TR/XLP 15KV 220MIL K655LRM-0380 YELLOW OR ORANGE LUG FOR 750 WIRE	$ 271.10 /EA	48-50 WK	
15	6	EA	1557	FUSE S&C SMU-20 200K CAT NO. 702200	$ 178.00 /EA	24.26 WK	
16	250	EA	1524	FUSE CUTOUT 100AMP POLYMR-MPS #SC15-H-G-1-10-B-D90 NO SUB	$ 174.24 /EA	5 WK	

PLEASE READ THE BID FORM INSTRUCTIONS

BID PRICES NOT ROUNDED TO THE NEAREST CENT WILL BE REJECTED WITHOUT EXCEPTION

17	200	EA	1617	HOTLINE CLAMP COP-ALUM CHANCE #S1530AC NO SUB	$ 17.11 /EA	2 wk	
18	400	EA	1627	INSULATOR PIN F-NECK MCLEAN #DP55-4 NP21D8/GAMMA PT8196GR	$ /EA	NQ	
19	265	EA	1634	INSULATOR SUSPEN/DEADEND OHIO BRASS #401015-0215	$ 18.92 /EA	2 wk	
20	100	EA	1636	KADDAS KE-1068BGR FUSE CUTOUT COVER - NO SUB	$ 20.77 /EA	6-8 wk	
21	75	EA	1656	LOADBREAK JUNC 4-POINT ELAST#164J4-5 W/STRAPS	$ 282.43 /EA	38.40 wk	
22	300	EA	1711	PIN SADDLE CHANGE 14322 OR MALEAN J3322Z	$ 33.24 /EA	2 wk	
23	200	EA	1716	PLUG STAND OFF ELASTIMOLD #161SOP	$ 61.29 /EA	32.34 wk	

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/12/2024	**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:	Resolution to award IFB-24-73 Wood Poles
Action Recommendation & Justification:	Resolution to award bid IFB-24-73 Wood Poles to M&K Imports in the amount of $65,750.00 plus applicable taxes. M&K was the sole bid received.
Additional Comments for Consideration (Optional):	
Amount for Approval:	**$** 65,750.00 plus applicable taxes

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 PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**10/22/24**	**Time of Bid Opening:**	**1:15 PM**	**Solicitation ID Number:**	**IFB-24-73**

Solicitation Title: Wood Distribution Poles

				Bidders:	**M&K Imports LLC**
Line Item	**Quantity Required**	**Height/Class**	**Description**	**Unit Price**	**Extended Price**
1	20	40/3	BEUD Inventory Part #1721	$477.00	$9,540.00
2	48	45/3	BEUD Inventory Part #1724	$566.00	$27,168.00
3	36	50/1	BEUD Inventory Part #1725	$807.00	$29,052.00
Total Bid Price					**$65,760.00**

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

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FOR PUBLICATION

PUBLICATION DATES: SEPTEMBER 29, 2024

NOTICE TO BIDDERS
WOOD DISTRIBUTION POLES
Invitation For Bid (IFB)-24-73

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of wood distribution poles, as specified, for the City of Bentonville Electric Utility Inventory Department.

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

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from 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.

There will be a Public Bid Opening for IFB-24-73 held at 1:15 PM CST on Tuesday, October 22, 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 and unsigned Submissions will be rejected without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location 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 October 16, 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-24-73	**Date of Issuance:**	SEPTEMBER 29, 2024
Description:	WOOD DISTRIBUTION POLES		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITY INVENTORY DEPARTMENT		
Purchasing Department (Buyer):	MEGHAN DILLARD, PURCHASING SPECIALIST		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	NO BID BOND REQUIRED		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**OCTOBER 22, 2024 at 1:15 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor – IFB-24-73** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	October 16, 2024 - 4:30 PM CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: MdK Imports LLC. **Phone Number:** 914-490-1526

Business Address (Full Street/City/State/Zip): 53 Elm Drive, Millbrook, NY 12545

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

Name of Contact Person: Keith Del Valle **Email:** K.delvalle@mkimportsLLC.com

Signature of Authorized Person: Keith Del Valle **Date:** 10/21/2024

Printed or Typed Name: Keith Del Valle **Title:** Partner

Arkansas Contractors License Number: N/A **(Not required)**

Sales or Use Tax ID Number: 85-4221297

Bid Bond Included: ___ **Yes** X **No (Not required)**

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of wood distribution poles, as specified.

All items shall be delivered to the City in accordance with this IFB Document and all attached Appendixes.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.

3. APPENDIXES

- **APPENDIX A: VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: BID FORM & INSTRUCTIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: MATERIAL SPECIFICATIONS (SPECIFICATIONS DOCUMENT)**

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

1. GUARANTEE OF BID

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

2. BONDS

A. BID BOND (BID GUARANTEE)

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

___Bid Bond Required _X_Bid Bond Not Required for this Solicitation

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

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B. PERFORMANCE & PAYMENT BOND

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

___Performance and Payment Bond Required _X_Performance and Payment Bond Not Required for this Solicitation

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

C. BONDS – GENERAL

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

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

3. SPECIFICATIONS

All items shall be delivered as specified in this Invitation for Bid Document and all attached appendixes. Deviations from Specifications must be noted in the Bid Submission.

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.

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 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. NON-COLLUSION

By signing this Bid Document, Bidder attests that the Bidder nor anyone subject to the Bidder's direction or control has been a party;

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

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

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

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

7. 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.

8. 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

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QUESTIONS/RFIs/RFCs/ADDENDA CONTINUED

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.

9. 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.

If no substitute or equivalent item will be accepted by the City due to existing equipment or processes in place, the specified item will have "NO SUB" included. When the City specifies "NO SUB", no substitute or alternate item will be accepted.

[This space has been intentionally left blank]

10. INDEMNIFICATION

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

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

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, 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.

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BIDDER'S DOCUMENTS CONTINUED

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).

15. INVOICING

The awarded Bidder shall provide invoices for the City's 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-24-73 on all invoices submitted pertaining to items delivered for this solicitation.

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 delivery (Payment within 14 days)

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.

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16. BIDDER REQUESTED PAYMENT TERMS

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

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

_____

_____

17. TERM

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

_X_Single Purchase (for an item(s) ordered at one time)

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

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

[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 Scope of work for this Invitation for Bid (IFB) is for the one-time purchase and delivery of wood distribution poles, as specified.

The delivered materials shall be new, as specified and without defect.

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): ___NOVEMBER 26, 2024_____

Delivery Address:____501 SW 28th St, Bentonville, AR 72712_____

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

__X__ **One-Time Order**

City's Specification:

Awarded Bidder(s) shall adhere to the Lead Times proposed in their Submission on the Bid Form.

The City will process payment for the item(s) once ALL items within the Purchase Order have been delivered.

[This space has been intentionally left blank]

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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.	KDV
Appendix A: Vendor Disclosure, Completed	KDV
Appendix B: Non-Collusion Affidavit, Completed (signed and notarized)	KDV
Appendix C: Bid Form, Completed	KDV
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** — **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	KDV

[This space has been intentionally left blank]

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SECTION 5: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

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

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

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

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

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

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

37. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department at (479) 271-3115.

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

APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: M & K Imports LLC.

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

[X] 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.**

KW Initials

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX B
NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)

MUST BE SIGNED AND NOTARIZED

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

NON-COLLUSION AFFIDAVIT

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

State of NEW YORK

County of DUTCHESS

I Keith Del Valle (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: Keith Del Valle

Title (of Authorized Representative/Agent): Partner

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 21ST **day of** OCTOBER, 2024

Notary Public Signature: Renata Prendergast **My commission expires:** 03-28-26

Seal:

RENATA PRENDERGAST
Notary Public - State of New York
No. 01PR6430009
Qualified in Dutchess County
My Commission Expires 03/28/2026

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

APPENDIX C
BID FORM & INSTRUCTIONS
(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

BID FORM & INSTRUCTIONS

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such in accordance with the specifications contained herein to deliver the item(s) as specified to the City.

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

BID PRICES SHALL NOT INCLUDE SALES TAX. THE CITY OF BENTONVILLE IS NOT EXEMPT FROM SALES TAX, HOWEVER SALES TAX WILL BE CALCULATED AS PART OF AWARD.

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

_X__Total Bid Price: The City's intent is to award based on the lowest and most responsible Total Bid Price with all factors considered; however, 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. 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 materials supplied. **Bid prices shall be rounded to the nearest cent.**

Quantities:

1) Estimated Quantities listed are estimates and may be increased or decreased at time of order or award, in accordance with the City's procurement laws and policies.

2) Minimum Order Requirements: The City is not required to award Bids and/or Line Items to Bidders whom state a minimum order quantity. In the event that minimum order quantities apply in any Bid Submission, those requirements must be stated clearly for the line item(s) the minimum(s) apply to. Minimum order quantities will be evaluated on a case-by-case basis in accordance with the City's solicitation and what is in the City's best interest. Minimum order quantities may be considered a conditional bid and may be rejected in whole or in part at the City's sole discretion in accordance with the Terms and Conditions stated herein.

No Bid: "No Bid" shall be used in the event Bidder is not submitting a Bid for a single Line Item. Bidders shall only use "No Bid" to indicate an Item not being Bid and shall refrain from using other symbols or language (such as dashes, zeros, blanks etc.).

Substitute/Equivalent Items: If Bidder is offering a substitute/equivalent item, Bidder must state the Supplier and Part Number offered on the Bid Form, in the space provided. It is the Bidder's responsibility to prove to the City that the product is equal to or better than the product specified. The decision to accept a proposed item is solely the City's.

Ea – Each **Ft** – Foot/Feet **'** – Foot/Feet **Pk** – Pack **SP** – Standard Pack

City of Bentonville Electric Utilities Department
Wood Distribution Poles
IFB-24-28 Bid Form

Line Item #	BEUD Inventory Part Number	Height / Class	Quantity Required	Price Per Pole (Unit Price) *Rounded to the nearest cent*	Extended Price (Quantity Required x Unit Price)	Lead Time
1	1721	40/3	20	$477.00	$9,540.00	3-4 weeks
2	1724	45/3	48	$566.00	$27,168.00	3-4 weeks
3	1725	50/1	36	$807.00	$29,052.00	3-4 weeks

TOTAL BID PRICE (Stated in words)
The sum of the extended price for Lines 1-3.
Used for comparison purposes only.

Sixty five thousand seven hundred sixty dollars and zero cents

TOTAL BID PRICE (Stated in figures)
The sum of the extended price for Lines 1-3.
Used for comparison purposes only.

$ 65,760.00

DEVIATIONS FROM SPECIFICATIONS

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

Paragraph Number	Specification Requirement	Proposed Deviation and Justification

Bid Submitted By: _____

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

CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT

SPECIFICATION FOR WOOD DISTRIBUTION POLES

1.0 SCOPE

1.1 This specification covers the materials and processes to be used in the pressure treatment of wood poles with chromated copper arsenate (CCA) with emulsified oil treatment (ET).

1.2 All materials must be made and assembled in the United States. No foreign made items are allowed.

1.3 The length and class of poles shall be provided as listed on the bid form.

2.0 STANDARDS

2.1 All poles shall conform to the requirements of ANSI 05.1 (Specifications and Dimensions for Wood Poles) and AWPA (latest editions) unless otherwise noted.

2.2 The procedures and requirements of AWPA (latest edition) and ANSI 05.1 (latest revision), except as modified herein shall apply

2.3 Pole manufacturer shall apply ET treatment in accordance with manufacturer's accepted recommendations.

3.0 MATERIAL REQUIREMENTS

3.1 Species - This specification covers pines as listed in ANSI 05.1, and AWPA (latest editions). All poles shall be cut from live dense trees.

3.2 Branding – Poles shall be branded in accordance with the latest revision of ANSI 05.1. The letters "ET" shall be included in the brand.

3.3 Framing - The framing shall be REA Spec M-20 with gain flat side at the top.

3.4 Marking

3.4.1 The ground line shall be marked on each pole. Estimated ground lines shall be calculated from the butt of the pole utilizing the 10% plus 2 feet rule.

3.4.2 The height and class of each pole shall be identified with a metal tag attached to the butt of the pole.

3.5 Sizing - When poles are sized prior to seasoning, a reasonable shrinkage rate should be anticipated (2%) to assure that minimum circumference requirements will be met when the pole reaches its equilibrium moisture content.

3.6 Treatment - Poles shall be treated in accordance with the requirement of the American Wood-Preservers' Association standard C1 "All Timber Products - preservative treatment by pressure process," and C4, "Poles - preservative treatment by pressure processes."

3.7 Manufacturer shall supply any requested Quality Assurance documentation as requested.

4.0 DELIVERY

4.1 All items require 48-hour delivery notice from vendor. Shipper shall give total number of units to be shipped and the weight of the heaviest unit(s). Contact Amy Blood 479-271-3145 or Lance Henderson 479-422-1105 before delivery.

4.2 Delivery will only be accepted between 9:00 A.M. and 3:00 P.M., Monday through Friday, except for City Holidays. It is the manufacturer's responsibility to ensure City staff will be present for a delivery.

4.3 All poles must be delivered on a fully loaded boom truck. It is the responsibility of the delivery company to offload all poles to City facilities.

4.4 Units shall be protected during shipping.

4.5 Units not delivered in accordance with the above specifications will not be accepted by the City of Bentonville.

4.6 Vendor shall be solely liable for all excess costs involved in proper redelivery of said units.

4.7 Delivery time frame may be taken into consideration in the award of this contract

Bentonville Electric Department
Wood Pole Specification
January 10, 2023

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/12/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
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 and entering into an agreement with PTTI
Action Recommendation & Justification:	An ordinance waiving competitive bidding and entering into an agreement with PTTI to purchase a new transformer for Substation A for $1,962,479.65 plus applicable taxes. This cost is the total for the transformer, spare bushings and gaskets, and a 5-yr. warranty. There is $1,747,500 remaining in the 2024 budget to fund this purchase. The difference will be funded by Utility Fund reserves.
Additional Comments for Consideration (Optional):	The transformer was sent out for bid under IFB-24-47 but received "no bids". In accordance with Section 4.1 of the City's Purchasing Policy, a formal bid process was conducted to secure a vendor for this purchase. Despite providing ample time for submissions, we received no bids,likely due to current market volatility and extended lead times affecting suppliers in this industry. Given these conditions, we believe that re-advertising would neither be practical nor feasible.
Amount for Approval:	$ 2,148,915.22

Budget Impact

Is this Item Budgeted? ☑ YES ☐ NO ☐ ITEM HAS NO COST ☑ OTHER: Need BA due to total cost

Budget Adjustment *(to be completed by Finance when applicable)*

503010-47210	Plants and Building	$ 401,415.22	$
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):

MEMORANDUM

PURCHASING OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing Manager

DATE: November 12, 2024

SUBJECT: The purchase of Power Transformer

Purchasing is requesting City Council approval for the one-time purchase and delivery of a power transformer and associated accessories for the City of Bentonville Electric Department. This equipment is essential for maintaining service reliability and meeting the City's increasing electrical demands.

In accordance with Section 4.1 of the City's Purchasing Policy, a formal bid process was conducted to secure a vendor for this purchase. Despite providing ample time for submissions, we received no bids, likely due to current market volatility and extended lead times affecting suppliers in this industry. Given these conditions, we believe that re-advertising would neither be practical nor feasible in ensuring timely procurement and delivery of the transformer.

Therefore, we propose to proceed with the acquisition through a direct purchase to avoid further delays and potential service interruptions. Approval from City Council is required to authorize this one-time purchase under these exceptional circumstances.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

Pennsylvania Transformer Technology, LLC

30 Curry Avenue • Canonsburg, Pennsylvania 15317-0440
Phone: (724) 873-2100 • Fax: (724) 873-2113

October 29, 2024

City of Bentonville, AR

RE: RFQ No. IFB-24-47
Power Transformer

We are enclosing our proposal P29956 as invited by the referenced inquiry.

We appreciate this opportunity to quote on your transformer requirements and hope that you will find our proposal to be clear, concise, and competitive. If you have any questions, you may contact us directly at marketing@patransformer.com.

Please Note: In the event of and upon receipt of a purchase order, it is understood that this proposal takes precedence over RFQ documents where conflict exists and all exception and qualifications contained herein have been read and accepted by the customer.

Sincerely,

Kirk Karanza
Proposal Engineer

Attachments

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

EXECUTION OF QUOTE PAGE (REQUIRED)

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

Name of Firm: PTT **Phone Number:** 724-873-2100

Business Address (Full Street/City/State/Zip): 30 Curry Ave. Canonsburg, PA 15317

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

Name of Contact Person: Kirk Karanza **Email:** kkaranza@patransformer.com

Signature of Authorized Person: **Date:** 10-29-24

Printed or Typed Name: Kirk Karanza **Title:** Proposal Engineer

Arkansas Contractor's License Number: N/A **(Not required)**

Sales or Use Tax ID Number: 31-1226999

Bid Bond Included: ___Yes X No (~~Required~~)

[This space has been intentionally left blank]

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

4. WARRANTIES (REQUIRED RESPONSE)

The awarded Vendor 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.

Vendors are required to include any applicable warranties for the materials/items proposed, in the space provided below:

per attached

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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2. DELIVERY (REQUIRED RESPONSE)

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): September 10, 2024 *per attached

Delivery Address: 540 SE A Street, Bentonville, AR 72712

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

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

One-Time Order (Purchase Order): All item(s) shall be SHIPPED prior to _____ or within 70-74 weeks ~~day(s)~~ from receipt of the City's Purchase Order.

The City will process payment for the item(s) as quoted *once items within the Purchase Order have been delivered and approved for payment.*

SECTION 4: ACKNOWLEDGEMENTS

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

Description	Bidder's Initials
Invitation for Quote document, executed with all fields complete and thoroughly reviewed.	KK
APPENDIX A: NON-COLLUSION AFFIDAVIT (Completed and Notarized)	KK
APPENDIX B: CONTRACTOR/VENDOR DISCLOSURE (Completed)	KK
~~5% Bid Bond~~	_____
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** — **DATE OF ISSUANCE** N/A _____ _____	_____

PROPOSAL SUMMARY

for

CITY OF BENTONVILLE, ARKANSAS

COB-2024-1M – QUOTE SCHEDULE NO. 1 – SH. 1

Vendor: **PTT**

1. PERSONNEL CONTACTS:

Proposal:

Kirk Karanza
Name

724-873-2100 _____
Phone

_____
~~Fax~~

kkaranza@patransformer.com
Email

Contract:

TBD
Name

_____ _____
Phone Fax

_____
Email

Design & Construction:

TBD
Name

_____ _____
Phone Fax

_____
Email

Shipping & Delivery:

TBD
Name

_____ _____
Phone Fax

_____
Email

PROPOSAL SUMMARY

for

CITY OF BENTONVILLE, ARKANSAS

COB-2024-1M – QUOTE SCHEDULE NO. 1 – SH. 2

VENDOR: PTT

The Vendor shall furnish the equipment as specified herein for the following firm amounts.

2. PRICING:

TABLE A

ITEM	QUAN	UNIT PRICE
POWER TRANSFORMER, 18/24/30 MVA (65C), 67-12.47 kV PER SPEC *per attached	1	$ 1,628,733
FULL TEMPERATURE RISE TEST, PER TRANSFORMER	1	$ 7500
AUDIBLE SOUND TEST, PER TRANSFORMER	1	$ 7500
SHIPPING/DELIVERY DDP TRANSFORMER FOOTING	1	$ 111700
ON-SITE ASSEMBLY AND TESTING	1	$ 79500
SFRA TEST-FIELD, AFTER ASSEMBLY & TESTING, PER TRANSFORMER	1	$ 10000
TOTAL OF TABLE A:		**$ 1,844,933**

TABLE B

SPARE GASKET SET, PER SET	1	$ 12500
SPARE HV BUSHING, EACH	1	$ 5200
SPARE XV BUSHING, EACH	1	$ 3800
SPARE X0 BUSHING, EACH	1	$ 3800
TOTAL OF TABLE B:		**$ 25300**

TOTAL QUOTE PRICE (SUM OF TABLE A):

$ 1,844,933

TOTAL QUOTE PRICE IN WORDS:

one million eight hundred forty-four thousand nine hundred thirty-three

DOLLARS AND 00 CENTS

PROPOSAL SUMMARY

for

CITY OF BENTONVILLE, ARKANSAS

COB-2024-1M – QUOTE SCHEDULE NO. 1 – SH. 3

BIDDER: PTT

The Award will be based on the pricing submitted by Vendor in the 'TABLE A' Section of the Quote Schedule. The 'Table B' Section shall not be included in the Total Quoted Price; however, this pricing shall dictate the cost for these items or services as needed.

3. PROJECT MILESTONE SCHEDULE:

Quote Schedule No. 1:

24	Weeks ARO for mechanical approval drawings
24	Weeks ARO for electrical approval drawings
2	Weeks for resubmittal of returned, marked approval drawings
44	Weeks after return of final approved drawings to manufacture, ready to test
46	Weeks to test and submit initial report
48	Weeks following Owner's approval to ship to prepare for shipment
TBD	Weeks for shipment to destination
TBD	Weeks following delivery to assemble (if option accepted by Owner)
TBD	Weeks following assembly for on-site testing (if option accepted by Owner)

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

QUOTE 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. * per attached

Company Name: PTT By (Authorized Person's Signature):

Printed Name and Title: Kirk Karanza, Proposal Engineer

Date: 10-29-24

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

Full names of all partners (required if Company is a partnership): N/A

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
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NON-COLLUSION AFFIDAVIT

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

State of Pennsylvania

County of Washington

I Kirk Karanza (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): Proposal Engineer

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 19 day of September, 20 24

Notary Public Signature: Jamie L Kovac My commission expires: October 8, 2024

Seal:

Commonwealth of Pennsylvania - Notary Seal
Jamie L. Kovac, Notary Public
Washington County
My commission expires October 8, 2024
Commission number 1212763
Member, Pennsylvania Association of Notaries

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PURCHASING DEPARTMENT
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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: PTT

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

X 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.

KK Initials

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PRICE AND DELIVERY

1. PRICE

ITEM	QTY	MVA	PHASE	HZ	VOLTAGE	PRICE EACH (USD)
1	1	18/24/30 ONAN/ONAF/ONAF	3	60	67Δ-12.47Y kV LTC	$1,740,433
1a	1	Assemble/Fill/Test			Adder	$79,500

* If a 5-year warranty is required, please add 5% to the base price.

* Pricing does not include letter of credit or bonds of any kind

2. FREIGHT AND FOB TERMS

The quoted price is for delivery of the specified equipment F.O.B. Pad via TRUCK with freight prepaid to Bentonville, AR. **Unloading is included. Assembly, vacuum filling, and field testing are not included in the base price (see above adder). As unloading onto pad is included, PTT assumes free and complete access to the pad.**

NOTE: Truck shipment to destination is limited to sites that are accessible by the vehicle in which the unit is shipped from the factory. Seller assumes no liabilities for any structures that require relocation or reinforcement in order to reach said destination.

3. SHIPPING DETAILS

Radiators, arresters, arrester brackets, and bushings will be removed for shipment. The unit will be sealed with a positive pressure of dry air for shipment. If oil is included in this contract, it will be delivered to the jobsite via tank truck. PTT will not be responsible for demurrage charges after 2 hours. Oil has to be off-loaded within 2 hours of delivery. In case of delays, a detention of $120/hour will apply.

4. SHIPPING SCHEDULE (Exception to RFQ)

The proposed transformer will be scheduled to ship 70-74 weeks or sooner after receipt of a purchase order subject to prior sale. Unit will be manufactured at Raeford, NC factory.

5. LATE RECEPTION BY THE COMPANY - STORAGE

If at the scheduled delivery date notified by the Seller to the Company, the Company is unable or unwilling to take delivery for any reason and if the Company so requests in writing, the Seller may accept to arrange for Storage of the Equipment/Material at the Company's risk. In such an event, the Company shall pay the Seller for all costs incurred by such storage and shall pay for the goods at the scheduled delivery dates, as provided for in the Contract/Purchase Order, as if the Equipment/Material had been delivered.

PENNSYLVANIA TRANSFORMER TECHNOLOGY, INC.
STANDARD TERMS AND CONDITIONS OF SALE

ALL QUOTATIONS, ACKNOWLEDGEMENTS AND/OR INVOICES FOR EQUIPMENT AND SERVICES ARE SUBJECT TO THE EXACT TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDE HEREOF AND THE TERMS AND CONDITIONS THAT APPEAR IN SELLER'S CURRENT CATALOG WHICH RELATE TO THAT EQUIPMENT AND SERVICES.

IMPORTANT: NO RETURNS ACCEPTED WITHOUT OUR AUTHORIZATION AND SHIPPING INSTRUCTIONS.

1. IF LOSS AND/OR DAMAGE IS DISCOVERED, DEMAND AN INSPECTION REPORT IMMEDIATELY, REGARDLESS OF YOUR OPINION AS TO THE CAUSE.
2. ARRANGE PROMPTLY TO FILE CLAIM AGAINST THE CARRIER.

General: These Terms and Conditions of Sale shall apply to all sales of equipment and services by Pennsylvania Transformer Technology, Inc., a corporation of the State of Delaware. As used herein, "Seller", "we," "our" shall refer to Pennsylvania Transformer Technology, Inc.

Offer and Acceptance: Seller's quotation or acknowledgement constitutes Seller's offer to sell solely in accordance with the exact terms hereof, and supersedes all previous written and oral quotations, representations and/or agreements. Acceptance can be made by any commercially reasonable means, including Buyer's issuance of an order, acceptance of equipment sold or services provided hereunder, acknowledgement or return of Seller's acknowledgement form, or by electronic transmission. Acceptance hereof by Buyer is expressly limited to the exact terms hereof. If Buyer shall use its own purchase order or other form to order from Seller, such form shall be used for convenience only and shall evidence Buyer's unconditional agreement to these terms and conditions. Any inconsistent or additional terms or conditions contained therein are expressly objected to by Seller. Quotations must be accepted within thirty (30) days from date of quotation. Prices quoted may be withdrawn or changed by Seller at any time prior to receipt of acceptance by Seller. All orders are subject to Government Priorities.

Modifications: No salesman or other party is authorized to bind Seller by any agreement, warranty, statement, promise, or understanding not contained herein, and no modifications of these terms and conditions shall be binding on Seller unless the same are approved in writing by an Executive Officer, Product Marketing Manager, or Service Manager of Seller.

Waiver: The waiver by Seller of any term, provision, or condition hereof shall not constitute a waiver of any other term, provision, or condition hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term or condition.

Discrepancies in Take-Offs: Seller's quotation may be based on Seller's interpretation of plans and specifications submitted to Seller by Buyer. In such situations, Buyer shall review Seller's quotation both as to quantities and specifications of material listed. Any discrepancies should be called to Seller's attention immediately, so any change, if necessary, can be made. Seller shall not be liable to Buyer for any damage resulting from any discrepancies which Buyer fails to call to Seller's attention.

Corrections After Acceptance: After acceptance by Buyer, quotations are subject to change by Seller for correction of stenographic or clerical errors. Seller shall immediately notify Buyer of any such corrections, and Buyer may thereafter revoke acceptance within ten (10) days of receipt of notice of such corrections. Failure of Buyer to revoke its acceptance within such period shall constitute acceptance of Seller's changes.

Changes in Specifications: If Buyer desires changes or revisions in specifications upon [which] Seller's quotation is based, such changes or revisions shall be charged to and paid for by Buyer at Seller's applicable rates therefor, and the time for performance on the part of the Seller shall be extended to cover time lost and/or additional work involved and time required for making any such requested changes and/or revisions.

Terms of Payment: Net -- Thirty (30) days from the date of invoice. All accounts are payable in U.S.A. funds at par. Any invoices not paid when due shall be subject to a late charge at the rate of 1-1/2% per month or the highest rate allowable by law, if lower. Should it be necessary for Seller to institute formal proceedings to collect any past due amounts from Buyer, Seller shall be entitled to recover its attorney's fees and other costs associated with the proceedings.

If shipment is delayed by any cause for which Seller is not responsible or which is beyond Seller's reasonable control, the date of completion of the equipment, or any part thereof, shall be regarded as the date of shipment thereof, and an invoice will be issued accordingly. Equipment held for Buyer shall be at Buyer's risk and expense.

Seller's acceptance of orders and shipments and delivering shall be subject to approval of Seller's Credit Department. If, in the sole judgment of Seller, the financial condition of Buyer at time prior to delivery does not justify the continuance of work to be performed by Seller hereunder on the terms of payment agreed upon, Seller may require full or partial payment in advance or cancel any order then outstanding and receive reimbursement for Seller's reasonable and proper cancellation charges. Title to and right to possession of (but not risk of loss to) any material sold hereunder remains in Seller and remains personal property until all payments therefor are made in full by Buyer, and the Buyer agrees to do all acts necessary to protect such right and title. In the event of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and Seller shall receive reimbursement for its reasonable and proper cancellation charges. The rights of Seller under this paragraph are cumulative and in addition to all rights available to the Seller at law or in equity. Any and all destination demurrage charges and detention or unloading are Buyer's responsibility.

Delivery and Risk of Loss: Unless otherwise specifically stated herein, delivery and prices are f.o.b. Seller's shipping point. Buyer shall assume all risk of loss and damage in transit and shall be liable for costs such as demurrage or detention after equipment has left our loading dock or area.

Taxes: Seller's prices do not include sales, use, excise, or other taxes applicable to the equipment or the sale or use thereof. All such taxes, if any, shall be paid by Buyer and may be added to the invoice, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Shipment/Force Majeure: Shipment dates are computed from the date Seller receives acceptance with complete specifications and/or drawing approvals as required. Shipping dates are approximate. Pennsylvania Transformer Technology Inc “PTTI” shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including, but not limited to, acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government regulations, insurrection or riot, epidemic, pandemic (including coronavirus (COVID-19)), embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production. Each shipment shall constitute a separate sale, and Buyer's failure to take one or more deliveries shall not constitute cause for cancellation by Buyer. If Buyer is in default of any payments to Seller on this or any other contract, Seller may withhold shipment on this and any other contract.

Inspection, Acceptance: Quotations and acceptances are made on the basis that where Buyer is to inspect, inspection and acceptance of equipment shall be made at Seller's factory prior to shipment.

Limited Warranty: Seller warrants to Buyer only, that the goods delivered hereunder will be free from defects in material or workmanship when used and installed in accordance with the Seller's applicable operating instructions and will be the kind and quality specified in the contract.

This warranty shall apply only to defects appearing within one (1) year from date of shipment by Seller. If Seller installs the equipment or supplies technical direction of installation by contract, the warranty shall be for a period of one (1) year from date of completion of field erection, but not exceeding eighteen (18) months from date of shipment. The furnishing of warranty services hereunder shall not extend the warranty period on the equipment furnished hereunder.

Seller shall, in complete fulfillment of its liabilities under this warranty and if given prompt notice by Buyer, correct, by repair or replacement at Seller's option, f.o.b. its factory, any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after the completion of field erection of the equipment if Seller install the equipment or supplies technical direction of installation by contract, but not exceeding eighteen (18) months from date of shipment. Unless otherwise agreed to in contract with Buyer, Seller shall not be liable for costs of equipment removal, costs for transporting repaired equipment or replacement equipment to site and reinstalling equipment.

The liability of Seller under this warranty (except as to title), or for any loss or damage to equipment, whether the claim is based in contract, in tort (including negligence and strict liability), or otherwise, shall not exceed the cost of correcting defects in the equipment as herein provided, and upon the expiration of the warranty period, all of Seller's liability shall terminate. The foregoing shall constitute the exclusive remedy of Buyer and the exclusive liability of Seller except as may be noted below.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, OR STATUTORY (EXCEPT AS TO TITLE). SELLER EXPRESSLY DISCLIAMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SELLER DOES NOT WARRANT ANY EQUIPMENT OF OTHER MANUFACTURERS DESIGNATED BY BUYER.

Supervision of Installation: Unless otherwise provided for by agreement between Seller and Buyer, Seller will neither install nor supervise the installation of the equipment, but the same shall be done by and at the expense of Buyer.

Tests: The conditions of any test of any equipment shall be mutually agreed upon by Seller and Buyer, and Seller shall be notified of, and may be represented at, all tests that may be done.

Protection Against Infringement: In the event any equipment manufactured by Seller is to be made in accordance with drawings, samples, or manufacturing specifications designated by Buyer, Buyer agrees to indemnify and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from the design, distribution, manufacture or use of the equipment or arising from a claim that such equipment furnished to Buyer by Seller, or the use thereof, infringes any letters patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

In the event any equipment is not to be made in accordance with drawings, samples, or manufacturing specifications designated by Buyer, but rather is the design of Seller, and the equipment has not been modified by Buyer or its customers, Seller agrees to hold Buyer and its customers harmless against any damages awarded by a court of final jurisdiction in any suit or suits for the infringement of any United States letters patent by reason of the sale or use of such equipment furnished by Seller under this agreement, provided that Seller is notified promptly in writing of any claim or suit and is permitted to assume the full direction and control of the defense against such a claim and of any suit brought thereon and is given authority, information and assistance by Buyer (at Seller's expense) for such defense and authority to settle. In case any judgment rendered in such suit shall become final (beyond right of appeal), and where Buyer has complied with the foregoing provisions of this paragraph to Seller's satisfaction, Seller agrees to pay all damages and costs thereby awarded against Buyer. If, subject to the above limitations, Seller agrees to a settlement or compromise preventing, or is otherwise enjoined from, further manufacture, use or sale of the equipment, or any part thereof in a suit in which the equipment, or any part thereof, is finally held to constitute an infringement, Seller shall have the right at its own expense either (a) to procure for the Buyer rights to the patent, or (b) to modify or replace said equipment with non-infringing equipment accomplishing the same purposes as the replaced equipment, or (c) to withdraw such equipment and refund to the Buyer the purchase price thereof, Buyer's remedies for damages resulting from the infringement or claimed infringement of any patent by the equipment are exclusively limited to the provisions of this paragraph.

Exclusivity of Remedy and Limitation of Liability: Seller's liability for any claim of any kind (except "Protection Against Infringement"), whether in contract or in tort (including negligence and strict liability) shall not exceed the purchase price of equipment or services furnished, or the portion thereof which gives rise to the claim. In the event that Buyer claims that Seller has breached any of its obligations with respect to the equipment, Seller may request the return of the equipment and tender to Buyer the purchase price paid therefor by Buyer and [in] such event, Seller shall have no further obligation under the contract with Buyer except to refund such purchase price upon redelivery of the equipment. If Seller so requests the return of the equipment, the equipment shall be redelivered to Seller in accordance with the Seller's instructions at Seller's expense. THE REMEDIES PROVIDED FOR IN THIS SECTION AND THE SECTION ENTITLED "LIMITED WARRANTY" SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST SELLER FOR BREACH OF ANY OF SELLER'S OBLIGATIONS UNDER THE CONTRACT WITH BUYER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, DECEIT, FRAUD, MISREPRESENTATION, OR OTHERWISE. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) AND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, IN AND OUT COSTS, OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES. ANY ACTION AGAINST SELLER UNDER THIS CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR OF ACCRUAL OF THE CAUSE OF ACTION.

Special Containers: In the event Seller furnishes material requiring containers (such as oil barrels, drums, reels, etc.) or tarpaulins or other special covering, an extra charge will be made for such containers or coverings, and Buyer shall pay the amount thereof, but if specifically agreed upon at the time of purchase, Seller will refund such amount if Buyer returns such containers and/or coverings, in good condition, at Buyer's expense, charges prepaid by Buyer, within four months from the original shipment date, to the proper receiving point designated by Seller, and Buyer promptly forwards an invoice or memorandum and necessary shipping documents to Seller.

Assignment: Buyer shall not assign this contract, or any rights therein, without the written consent of Seller.

Other Laws: Any clause required to be included in a contract of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein. Seller represents that with respect to the production of the articles and/or the performance of the services covered hereunder, it has fully complied with Section 12(A) of the Fair Labor Standards Act of 1938, as amended. Acceptance and execution of orders accepted by reason of any law or administrative regulation having the effect of law, or in order to carry out the intent or purpose of any such law or regulation or to acquiesce in a request by a government agency or official thereof, or contingent upon the continuation in effect of such law, regulation or request, may be cancelled by Seller upon the expiration or withdrawal of such law, regulation or request, provided, however, that Seller, at its option, may complete such order.

Cancellation: Buyer's acceptance of Seller's offer may, upon fifteen (15) days notice in writing, be cancelled by Buyer, in whole or in part, but in no event any later than ninety (90) days prior to the date scheduled for shipment of the particular equipment for which cancellation is desired, and only upon the written consent of Seller and upon terms providing for payment to Seller of a cancellation charge satisfactory to it which shall take into proper account the work already done, facilities and material acquired, and/or commitments made by Seller, together with Seller's lost profits. Cancellation policies may also vary by specific product lines or types of equipment. Buyer should refer to those policies, as applicable.

Seller may cancel this contract with Buyer if Buyer's payments are in default hereunder or on any other contract with Seller, if Buyer breaches any other material provision of this contract, or if substantial changes occur in the availability to Seller of raw materials or components.

Returned Material: Material returned for credit or replacement will be accepted by Seller only if a written return authorization and related instructions have previously been obtained by Buyer from Seller's manufacturing location. Only standard products of current design, regularly carried in Seller's stock, and in saleable condition will be accepted for credit.

Penalty or Liquidated Damages/Premiums for Early Shipment: Orders from Buyer which include a penalty or liquidated damage clause will not be honored by Seller unless Seller has specifically accepted the clause in writing. In appropriate cases, Seller may request from Buyer a price premium for shipments made prior to Buyer's requested shipping date.

Governing Law: All matters relating to the interpretation and effect of these Terms and Conditions of Sale and any authorized changes, modifications or amendments thereto shall be governed by the laws of the Commonwealth of Pennsylvania.

Complete Agreement: The complete agreement between Seller and Buyer is contained herein and in the applicable terms and conditions that appear in the Seller's current catalog, and no additional or different terms or conditions stated by Buyer shall be binding upon Seller unless agreed to in writing. No course of dealing or usage of trade shall be relevant to supplement or explain any terms used in this agreement.

PRICE AND DELIVERY

6. BID VALIDITY (Exception to RFQ)

This proposal is subject to acceptance within 30 days from the date of this proposal.

7. PRICING & TERMS OF PAYMENT (Exception to RFQ)

Payment shall be in US Dollars only. Due to the ongoing and dynamic cost developments for raw materials (e.g. metal), packaging material, logistics, etc., we reserve the right to adjust the prices for deliveries as of 1-1-22. PTT offers the following payment options.

- **OPTION 1** - PTT offers firm pricing with payment terms of 50% of contract price due upon order, 25% of the contract price due upon receipt of core steel and copper, 20% on completion of factory acceptance testing (FAT), and the balance due upon shipment, net 30 days. The unit must ship within quoted lead times to qualify for firm pricing. If shipment is contractually scheduled beyond quoted lead times, PTT has the option to firm or escalate the price nine months prior to the scheduled date of shipment.
- **OPTION 2** - PTT offers escalated pricing with payment terms of 15% of contract price due upon order, 25% of the contract price due upon submittal of approval drawings, 25% of the contract price due upon completion of core/coil assembly, 15% on completion of factory acceptance testing (FAT), and the balance due upon shipment, net 30 days. PTT has the option to firm or escalate the price nine months prior to the contractual date of shipment.

COMMERCIAL INFORMATION

In lieu of acceptance of Purchaser's Terms and Conditions, PTT will be willing to negotiate an agreeable set of terms and conditions in the event of an order. Below are some of the key terms this proposal is based on.

1. **WARRANTY (Exception to RFQ)**
   The proposed power transformers are warranted to be free from defects in material and workmanship for a period of time not to exceed **12 months from erection, but not exceeding 18 months from date of shipment**, whichever comes first. Under this warranty, Pennsylvania Transformer Technology, LLC retains the option to repair or replace defective material and/or workmanship FOB factory.

   THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, OR STATUTORY (EXCEPT AS TO TITLE). SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. **INDEMNIFICATION (Qualification to RFQ)**
   Indemnity shall be contributory in nature, and each party's liability will be to the extent of each party's negligence. Pennsylvania Transformer Technology, LLC shall not be responsible for any special, indirect, incidental, or consequential damages related to this contract or the performance thereof.

3. **LIMITATION OF LIABILITY**
   Seller's liability for any claim of any kind (except "Protection Against Infringement"), whether in contract or in tort (including negligence and strict liability) shall not exceed the purchase price of equipment or services furnished, or the portion thereof which gives rise to the claim.

4. **COMMERCIAL QUALIFICATIONS (Exception to RFQ)**
   - PTT takes exception to the phrase "Time is of the essence" and all language meaning the same.
   - See PTT terms and conditions on pages 1A & 1B of the proposal.

5. **SERVICE ENGINEER**
   A service engineer will be provided per the rate sheet attached.

COMMERCIAL INFORMATION

6. DRAWING SCHEDULE

Drawings will be issued for approval 24 weeks after receipt of an order. Approval drawings must be returned within two weeks. If a design review is required, it must be scheduled within (15) fifteen days of drawing submission. In the event that drawing review exceeds two weeks, the design review is not held within (15) fifteen days of drawing submittal, or specification changes are made requiring resubmission/reapproval, the quoted lead time and date for liquidated damages (if applicable) will be extended. Electronic drawings will be provided in AutoCAD 2004 format on CD.

7. TAXES (Exception to RFQ)

Federal Excise Taxes are not applicable to transformers.

This is an INTERSTATE TRANSACTION and, as such, involves no obligation on our part with respect to any Sales, Use or other taxing laws of any State of the United States of America (or of any City or other taxing authority in any such State) in which any purchaser hereunder may be located and/or in which transformers me be located, and this proposal does not include, nor do we assume any such taxes if any.

8. CANCELLATION SCHEDULE (Qualification to RFQ)

Cancellation/Termination charges shall be the greater of the following Cancellation Schedule or the contractual invoicing milestones achieved or invoiced by Pennsylvania Transformer Technology LLC (PTT).

Before Shipment	% of Transformer Price Due
0-60 Days	100%
60-150 Days	90%
150-250 Days	75%
250-380 Days	60%
380-430 Days	50%
430 Days or sooner	25%

NOTE: In no event shall work be suspended or canceled within 60 days of scheduled shipment. Purchaser may not terminate without cause ninety (90) days prior to scheduled shipment.

TECHNICAL INFORMATION

1. POWER TRANSFORMER LOSS MEASUREMENTS

a. Pennsylvania Transformer Technology, LLC employs a modern state-of-the-art transformer loss measuring system manufactured by Multi-Amp Canada, formerly Olman Instruments.
b. This system is calibrated yearly, on site, by Multi-Amp Canada using techniques described in NBS Technical Note 1204.
c. Based on this calibration and other quoted transformer parameters, the loss test errors for the unit or units quoted are

(a)	Load Loss Test Error	+/-0.53%
(b)	No Load Loss Test Error	+/-0.30%

2. LOAD TAP CHANGING SWITCH (Qualification to RFQ)

The LTC switch will be Reinhausen RMV-II vacuum type. The transformer we propose to furnish will have the under load tap changing equipment connected in the low voltage for regulation of the low voltage terminals in approximately +/-10% in 32 approximate 5/8% steps, full capacity/reduced capacity, as defined in paragraph 4.5 of ANSI Standard C57.12.10-1997. AV and PA are layer type windings.

3. ARRESTERS

Hubbell EVP HV arresters will be rated 42 kV MCOV and LV arresters will be rated 8.4 kV MCOV. $3,000 has been deducted from the original pricing.

4. OIL PRESERVATION SYSTEM

The oil preservation system will be a nitrogen pressure type. This nitrogen system includes an Airgas nitrogen bottle and a regulator.

5. OIL (Qualification to RFQ)

If oil is included in this contract, it will be Type II inhibited.

6. TESTING

This transformer will be tested in accordance with the latest IEEE standards.

7. TECHNICAL COMPLIANCE

The transformer(s) described herein will be designed, constructed, and tested in accordance with the latest applicable ANSI/NEMA Standards in effect at the time of this proposal with qualifications and/or exceptions listed in this proposal.

TECHNICAL INFORMATION

8. TECHNICAL QUALIFICATIONS/EXCEPTIONS

- Short circuit testing is not included in the base price. PTT does not offer short circuit testing at this time.
- Transformer rejection/modification will not be an option if missed losses are within ANSI tolerances.
- Manufacturer's test reports will be provided in lieu of accessory testing at PTT plant.
- Painting will utilize PTT standard material and methods. Performance of an accelerated aging test for paint is not included in this proposal.
- PTT's tapped LTC winding will be a layer winding that is wound in two parallel halves (top half and bottom half) where the turns are distributed along the length of the coil and the turns are added or removed symmetrically from each half reducing minimum unbalance and thus minimizing the short circuit forces. The copper conductors will be size sufficiently as to prevent them from climbing over adjacent strands. The additional benefit of this winding, which may reduce the need of a series transformer, will eliminate the unnecessary heating that a fully distributed tap winding inherently causes when you operate at a tap other than the rated tap.
- Messko fittings will be provided with glass lenses on all gauges, LTC and main tank.
- As no special tools are required for maintenance, no tools are provided.

ATTACHMENT A

ESCALATED PRICING INDEX

For units subject to escalation, PTT proposes the following price adjustment formula:

$$P = Po \times \left[CU \times \frac{Ln}{Lo} + STL \times \frac{Hn}{Ho} + FE \times \frac{Cn}{Co} + OIL \times \frac{Tn}{To} + ACC \times \frac{An}{Ao} + LAB \times Wn + FRT \times \frac{FRn}{FRo} + FIX \right]$$

Where :

P = Price Payable as adjusted with the above formula for units delivered after 9 months from proposal date.

Po = Base Price as quoted

Lo = COMEX official prices for Copper at time of proposal ($4.15 per pound*).

Ln = Prevailing COMEX official prices for Copper at time of copper delivery for the specific transformer

Ho = Steel Plate (NA) official prices for plate steel in cwt at time of proposal ($50.00 per cwt*)

Hn = Prevailing Steel Plate (NA) official prices for plate steel two (2) months prior to the EXW delivery for the specific transformer

Co = Actual cost from AK Steel for magnetic core at time of proposal ($2.36/lb.*)

Cn = Actual cost from AK Steel for magnetic core steel two (2) months prior to the EXW delivery of the specific transformer

To = Brent Crude official prices for oil at time of proposal ($76.93 per barrel*)

Tn = Prevailing average spot settlement price for Brent Crude Oil in the month of delivery of the oil for the specific transformer

Ao = Base Producer Price Index of WPU117409 for accessories used in the specific transformer as published by the US Bureau of Labor Statistics five (5) months prior to the proposal date (339.140- Apr 2024)

An = Prevailing Producer Price Index of WPU117409 for accessories used in the specific transformer as published by the US Bureau of Labor Statistics five (5) months prior to the contractual EXW delivery date

ATTACHMENT A

Wn = The following factors will be used for labor costs based on forecasted wage increases:

Year	Wn
2024	1.00
2025	1.08
2026	1.14
2027	1.20

FRo = Trucking Cost Index (USA) at time of proposal (115.07*)

FRn = Prevailing Trucking Cost Index (USA) at the EXW delivery of the specific transformer

CU = Weighted Percentage of Copper content in EX WORKS Price from Factor Table

FE = Weighted Percentage of Grain Oriented Electrical Steel content in EX WORKS Price from Factor Table

LAB = Weighted Percentage of Labor in EX WORKS Price from Factor Table

OIL = Weighted Percentage of Oil in EX WORKS Price from Factor Table

ACC = Weighted Percentage of Accessories in EX WORKS Price from Factor Table

STL = Weighted Percentage of Plate Steel in EX WORKS Price from Factor Table

FRT = Proposed freight costs at time of proposal

FIX = Weighted Percentage of pricing not subject to escalation.

* Values provided from ProPurchaser.com September 2024.

FACTOR TABLE

Item	Core (FE)	Copper (CU)	Plate (STL)	Oil (OIL)	Access. (ACC)	Labor (LAB)	Freight (FRT)	Fixed (FIX)
1	15%	10%	6%	5%	25%	18%	5%	16%

ANSI PERFORMANCE DATA

For: City Of Bentonville, AR

RATING					
Type	Power	**CLASS**	H Winding	X Winding	Y Winding
Phase	3		67000 V	12470 Y / 7200 V	
Hertz	60	ONAN	18000 KVA	18000 KVA	
Temp. Rise	65°C	ONAF	24000 KVA	24000 KVA	
Insul. Liquid	Oil	ONAF	30000 KVA	30000 KVA	

ADDITIONAL TAP VOLTAGES	
H Winding:	70350-68675-**67000**-65325-63650 **(FC)**
X Winding:	+/-10% in 32-5/8% (Equal.) Steps by "RMV-II" Type LTC RC

INSULATION LEVELS (KV BIL)		
	Winding	**Bushing**
H Line	350	350
H0 Neutral	----	----
X Line	110	150
X Neutral	110	150
Y Line	----	----

DIELECTRIC TESTS		
Applied Voltage (to other windings and ground)	H Winding	140 KV
	X Winding	34 KV
	Y Winding	
Induced Voltage	Line to Line	120.6 KV

PERFORMANCE DATA: Based on **85°C** Reference Temperature and Rated **18 MVA, 67D-12.47Y kV**

Losses and Exciting Current					Regulation @ **18 MVA**	
Excitation	% Ex. I	No Load @ 20°C	Load Loss	Total Loss	Power Factor	% Regulation
100%	0.5	**17000 W ***	**60500 W**	**77500 W ***	1	0.7
105%	0.8	21250 W			0.9	4.29
110%	1.2	25500 W			0.8	5.59

AUXILIARY LOSSES		
Transformer KVA	Class	Aux Loss (Watts)
24000 KVA	ONAF	**1600 W ***
30000 KVA	ONAF	**3200 W ***
Sound Level : **No Load Sound: 61/63/64 dBA***		

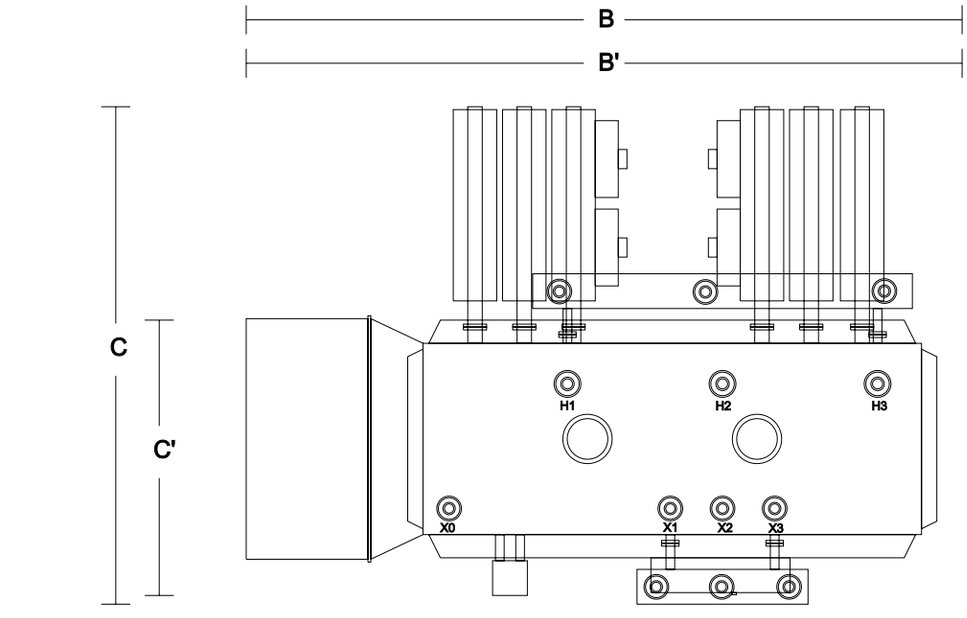
PERCENT IMPEDANCE					
% IZ	Btwn Wdg	At MVA	$\%Iz_o$	Btwn Wdg	At MVA
8.5	H-X	**18 ***			

MECHANICAL DATA			
Dimensions		**Assembled**	**Shipping**
Height	(A)	180	142
Width	(B)	243	243
Depth	(C)	172	104
Height Over Cover	(D)	142	
Untanking (Plus Sling)	(E)	296	

Weights (Approx.) (Pounds)	
Core & Coils	64450
Tank & Fittings	33750
Oil (5371 Gal) Main	40283
Oil (345 Gal) LTC	2590
Shipping Weight without Oil	91553
Total Weight	**146938**

EFFICIENCIES @ 18 MVA				
Load %	Full Load	3/4 Load	1/2 Load	1/4 Load
100	99.57	99.62	99.64	99.54

*** Guaranteed Parameters**



Standard Bill of Material

(Actual accessories, quantities and placement may vary)

H.V. Bushing, CAT. #PCORE-B-88013-70
L.V. Bushing, CAT. #PCORE-B-88723-70
L.V. Neutral Bushing, CAT. #PCORE-B-88723-70
Weatherproof compartment for Load Tap Changer switch
Weatherproof Control Cabinet
Structural Steel Base
Jack Pads with provisions for pulling in either direction
Detachable Plate type Radiators
Cooling Fans
Nitrogen Pressure Equipment

Standard Accessories

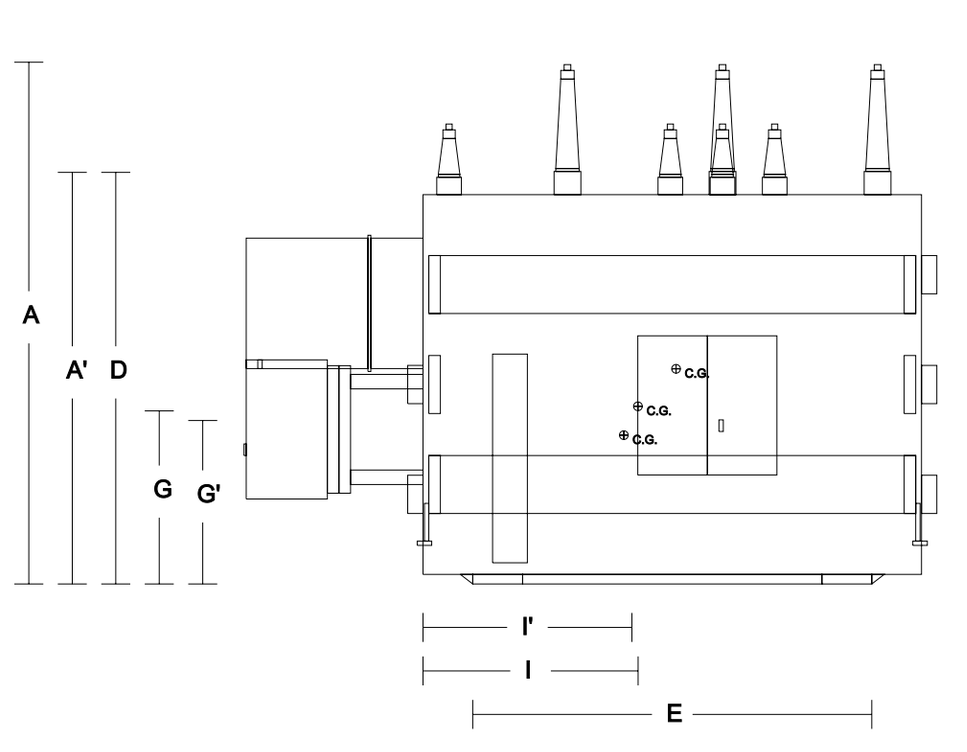
Hot Spot Thermometer
Top Oil Gage
Pressure Vacuum Gage
Core Ground Box
FILLER VALVE (2")
DRAIN VALVE (2") WITH 3/8 SIDE SAMPLER
Ground Pads @ base of unit on Diagonal corners
4" VACUUM FLANGE
Removable Plate in Control Cabinet
Nameplate
Mechanical Pressure Relief Device
Oil Level Gage
LTC
- Oil Level Gage
- OIL DRAIN VALVE (2") WITH 3/8 SIDE SAMPLER
- OIL FILLER VALVE (2")
- Mechanical Pressure Relief Device

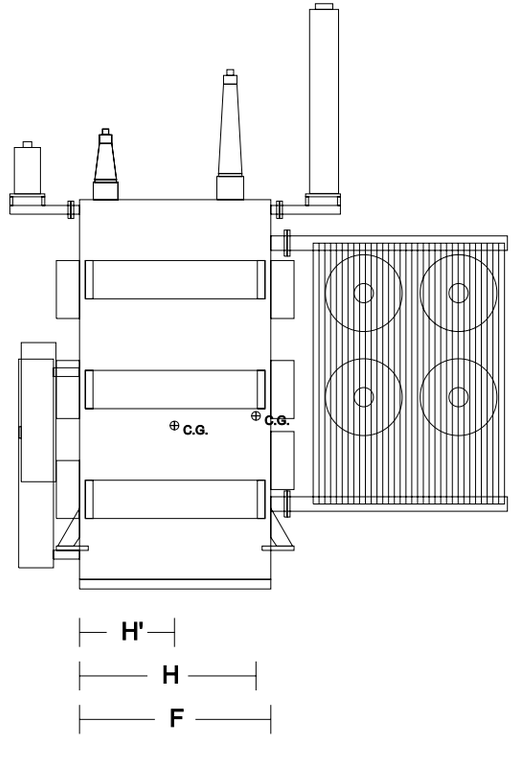
DIMENSIONS (IN INCHES +/- 6")

A - (Height)	= 180
B - (Width)	= 243
C - (Depth)	= 172
D - (Stripped Height)	= 142
E - (Base Bearing Length)	= 137
F - (Base Bearing Depth)	= 66
G - (Complete Vertical Center of Gravity)	= 59
H - (Complete HV to LV Center of Gravity)	= 60
I - (Complete Left to Right Center of Gravity)	= 74
A' - (Shipping Height)	= 142
B' - (Shipping Width)	= 243
C' - (Shipping Depth)	= 104
G' - (Shipping Vertical Center of Gravity)	= 56
H' - (Shipping HV to LV Center of Gravity)	= 32
I' - (Shipping Left to Right Center of Gravity)	= 72
Untanking Height	= 296

Weights (in pounds +/- 10%)

Core and Coils	= 64450
Tank and Fittings	= 33750
LTC Mechanism	= 4475
Oil (5371) Main Tank and Rads	= 40283
Oil (345) LTC Compartment	= 2590
Untanking Weight	= 64450
Shipping Weight Without oil	= 91553
Total Weight	= 146938





PENNSYLVANIA TRANSFORMER TECHNOLOGY, INC.

City Of Bentonville, AR
KVA: 18000./ 24000./ 30000. KVA POWER TRANSFORMER
Temperature Rise: 65 °C
HV - LV : 67000.- 12470.Y / 7200. VOLT

Preliminary:

See final outline for complete Bill of Materials.

SK-P29956

Date: 09/16/24 Time: 07:51:59 (v 7.0)

SMITHERS
QUALITY ASSESSMENTS

CERTIFICATE OF APPROVAL

This is to Certify that the Quality Management System of:

Pennsylvania Transformer Technology, LLC

30 Curry Avenue

Canonsburg, PA 15317, USA

has been assessed and approved by Smithers Quality Assessments, Inc., to the following Quality management system standards and requirements:

ISO 9001:2015 with Design

The Quality Management System is Applicable to:

The design, manufacture and test of small (<10 MVA), medium (10 to 60 MVA) and large (>60 MVA) power transformers.

Approval Certificate Number: 05.294.3

Original Approval: October 21, 2005

Current Certificate: September 11, 2023

Certificate Expires: September 10, 2026

The use of the accreditation mark indicates accreditation in respect of those activities covered by the above certificate number.

on behalf of SQA - J. Michael Hochschwender, CEO

The approval is subject to the company maintaining its system to the required standards which will be monitored by Smithers Quality Assessments, Inc., 121 S. Main St. Suite 300, Akron, Ohio, 44308, USA

ANAB ANSI National Accreditation Board ACCREDITED ISO/IEC 17021-1 MANAGEMENT SYSTEMS CERTIFICATION BODY

MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT IAF

APPENDIX A
TO THE REGISTRATION OF
REGISTRATION NO.: 05.294.3

SMITHERS QUALITY ASSESSMENTS, INC.

Pennsylvania Transformer Technology, LLC
30 Curry Avenue
Canonsburg, PA 15317, USA
Scope of activities: The design, manufacture and test of small (<10 MVA), medium (10to 60 MVA) and large (>60 MVA) power transformers.

The above site is certified by Smithers Quality Assessments, Inc. with regard to ISO 9001:2015 with Design. The following locations are included utilizing a Multi-Site (with Sampling) approach.

Location(s):

Pennsylvania Transformer Technology, LLC
201 Carolina Drive
Raeford, NC 28376, USA
Scope of activities: Manufacturing.

Applicable Standard: ISO 9001:2015 with Design

This appendix applies only to those sites listed above. As other sites are assessed and approved, or as sites already approved are removed from active services, this appendix will be amended to show the current status.

Sites not listed on this appendix shall not be viewed as approved.

Pennsylvania Transformer Technology, Inc.
30 Curry Avenue • Canonsburg, Pennsylvania 15317-
Phone: (724) 873-2100
Fax: (724)-873-2570
Email: service@patransformer.com

FIELD SERVICE STANDARD

SERVICE PERSONNEL PRICE SCHEDULES	**NUMBER:**	**210-05-004**
EFFECTIVE JULY 1, 2013	**DATE:**	**JUNE 10, 2013**
REVISED JUNE 1, 2013	**SUPERSEDES:**	**JULY 31, 2008**

The following rates are applicable for Pennsylvania Transformer Technology, Inc. personnel working within the continental United States.

DAILY RATE $1400.00

OVERTIME RATE (per hour) $265.00

WEEKEND / HOLIDAY RATE $2,000.00

WEEKEND / HOLIDAY OVERTIME RATE (per hour) $385.00

The rates above only cover the service engineer's time. They do not include expenses or other charges below

The **Daily Rate** is applicable to time worked or traveled during a normal eight hour workday. A normal workday is Monday through Friday, eight (8) consecutive hours falling between 7:00 AM and 5:00 PM. It may be possible to schedule other work arrangements within the daily rate pricing.

The **Weekend / Holiday Rate** is applicable to all Holidays (Federal Holidays), Saturdays, and Sundays that are actually worked. Saturdays on assignment but not worked will be billed at the **"DAILY RATE"**. All Sundays and Holidays worked or on assignment will be billed at the **"WEEKEND / HOLIDAY RATE"**

The **overtime rate** is applicable to all the time that is worked outside the normal workday or exceeds eight (8) hours.

The **weekend / holiday overtime rate** is applicable to Saturdays, Sundays or Holidays on which the time worked exceeds (8) hours.

Travel Time — Travel Time shall be billed at the **"DAILY RATE"** for traveling to and from the location or site. Sunday and Holiday travel time will be billed at the **"WEEKEND / HOLIDAY RATE"**.

Travel Expense — All travel expense will include, airfare, rental car, tolls, lodging, meals and other local living expenses etc. and will be billed at actual cost plus 15%.

Company Vehicle — The cost based on mileage, for company vehicles to travel to and from a job site will be billed at $.95/mi

Minimum Billing — A minimum billing for one day's service will be charged at the applicable rate for each day or fraction of a day assigned to the job, whether actually worked or not.

Standby Time — Any waiting time when the service engineer is available to work--up to a maximum of eight (8) hours on any one workday or holiday--will be regarded as time actually worked and will be billed at the applicable rate.

Emergency Work — The minimum time off for a service engineer during any 24-hour period will be eight (8) hours.

Emergency Request — A premium may be required when a Service engineer is scheduled with less that the required notice.

Terms of Payment — Standard terms of sale are net 30 days from invoice date. A late payment charge of net 1-½% per month will be applied to any late payments unless otherwise specifically amended by the proposal.

Pennsylvania Transformer Technology, Inc.
30 Curry Avenue • Canonsburg, Pennsylvania 15317-
Phone: (724) 873-2100
Fax (724)-873-2570
Email: service@patransformer.com

FIELD SERVICE STANDARD

Responsibility	Pennsylvania Transformer Technology, Inc. cannot accept responsibility for the quality of workmanship, equipment or materials provided by others.
Insurance Certificates	Insurance certificates for workmen's compensation and liability can be provided by Pennsylvania Transformer Technology, Inc. upon sufficient advance notice. Allow for approximately four weeks from date of request for receipt of the certificates.
Foreign Travel	Request for rates must be made directly to the Service Section for travel outside the continental United States. Note that this includes Alaska and Hawaii.
Non-Transferable	The Service days provided for a C-order under the original contract and are not transferable to other C-orders.
Scheduling	A minimum of two (2) weeks advance notice and a description of the exact services to be rendered shall be provided to the Service Department when scheduling a service engineer.
Design Engineer	The services of a design engineer are available at a cost of $2,475/day plus travel expenses as described above. This cost will also apply to any time used to prepare and to furnish an Engineering report and/or written recommendations.

Other charges

Small Expendable Tools	If a job requires a small expendable tools not normally carried by the service engineer, a charge for the tool will be billed at cost.
Material purchased from other Vendors or Subcontractors	If a job requires the purchase of material or services from other vendors or subcontractors, they will be billed at cost plus a 15% handling charge.
Special tools and equipment	A rental charge shall be assessed for specialized tools, equipment and instruments.

PENNSYLVANIA TRANSFORMER TECHNOLOGY, INC.
FIVE - YEAR LIMITED TRANSFORMER WARRANTY

Seller warrants to Buyer only, that the goods delivered hereunder will be free from defects in material or workmanship when used and installed in accordance with Seller's applicable operating instructions and will be the kind and quality specified in the contract.

Unless specified otherwise in the Seller's proposal and the contract, this warranty shall apply only to defects appearing within 60 months from date of erection or 66 months from date of shipment, whichever comes first. The furnishing of warranty services hereunder shall not extend the warranty period on the equipment furnished hereunder.

Power transformer warranty shall apply only to those materials and that workmanship provided by the Seller such as the transformer's active parts and tank. Components and accessories, if manufactured by parties other than Seller, are excluded from this warranty and are covered under those accessories' individual manufacturer's warranties, unless defects are a direct result of the Seller's workmanship.

Seller shall, in complete fulfillment of its liabilities under this warranty and if given prompt notice by Buyer, correct, by repair or replacement, any defect which shall appear under proper or normal use of its equipment within the warranty period. In and out will be included for the first year capped at 10% of the transformer price. Customer is responsible for properly storing all materials not required to be returned to factory (including oil) if equipment is returned for a cure. After twelve months, PTTI will provide warranty services FOB Factory.

As condition of this warranty, Buyer shall strictly follow all maintenance and testing schedules in the equipment's operating manuals and maintain a complete and up-to-date log of all work performed on the equipment including oil analyses, tests and work performed, reasons for performing tests or work, dates of tests or work performed, testers or workers names or identifications and test results and conditions during tests. The log shall also record all unusual events encountered by the equipment such as system faults and overvoltages, vandalism, earthquakes, floods, fires, tornadoes or other severe weather or service conditions, with dates of all such events recorded. The Buyer shall promptly notify the Seller of any unusual events or test results which could result in or indicate possible damage to the transformer or its accessories. The Buyer shall strictly follow the Seller's recommendations regarding the need for repairs, de-energization and inspection or further testing, following notice of unusual events and possible damage, if such recommendations are made. In the event of a claim against this warranty, the Buyer shall furnish one (1) copy of the equipment's log to the Seller for review. All work on the equipment, including the accessories and protective relays, performed by the Buyer shall be performed by trained qualified personnel only and all replacement parts for any part, component or accessory shall be obtained directly from the Seller or approved by the Seller, in writing, prior to installation. Failure to follow the instructions in the operating manuals, failure to maintain adequate and complete documentation regarding the maintenance and test history of the equipment, failure to follow the Seller's recommendations following unusual events, work by unqualified personnel or installation of unapproved parts, components or accessories shall void this warranty.

The liability of Seller under this warranty (except as to title), or for any loss or damage to equipment, whether the claim is based on contract, in tort (including negligence and strict liability), or otherwise, shall not exceed the cost of correcting defects in the equipment as herein provided, and upon the expiration of the warranty period, all of the Seller's liability shall terminate. The foregoing shall constitute the exclusive remedy of Buyer and the exclusive liability of Seller except as may be noted below. This warranty does not include any expressed or implied warranty of merchantability or fitness for a particular purpose, nor does the warranty cover any special, indirect or consequential damages, whether in contract or in tort, including, but not limited to loss of revenue, loss of use, costs of substitute equipment facilities or services or claims of customer of Buyer for such damages. Any action against Seller under this contract must be commenced within one (1) year of accrual of the cause of action.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

QSI, INC.

2 Business name/disregarded entity name, if different from above

PENNSYLVANIA TRANSFORMER TECHNOLOGY, LLC (EIN: 31-1226999)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2727 NORTH LOOP WEST

Requester's name and address (optional)

6 City, state, and ZIP code

HOUSTON, TX 77008

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

7	6	–	0	5	7	4	7	3	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ► [signature] | **Date** ► 11/2/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/12/2024	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - 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 IFB-24-68 - SE 14th St CIPP Sewer Lining Project
Action Recommendation & Justification:	Staff requests a Resolution to award IFB-24-68 to Gulf Coast Underground, LLC per the attached unit prices, for a contract amount not to exceed $298,434.00, for the installation of approximately 2,792ft of cured in place pipe (CIPP) lining in main sewer lines identified along SE 14th Street. Gulf Coast Underground, LLC was the lowest responsive bidder per the attached bid tabulation. This project was identified last year is approved in the 2024 budget.
Additional Comments for Consideration (Optional):	The project will include rehabilitation of approximately 1,638ft of 8 inch and 1,154ft of 10 inch ductile sewer main due to deterioration caused by Hydrogen Sulfide. The CIPP liner is a proven and reliable trenchless repair solution that effectively restores the structural integrity of pipes. It provides strong resistance against corrosion from hydrogen sulfide and effectively eliminates inflow and infiltration.
Amount for Approval:	**$** 298,434.00

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

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

Project will be funded out of GL account 503040-47341.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	10/3/2024	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-24-68

Solicitation Title: SE 14th Street CIPP Sewer Lining Project

				Bidders:	Gulf Coast Underground, LLC		Humbard Contracting, Inc.	
Line Item	**Estimated Quantity**	**Unit of Measure**	**Description**		**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
1	1	LS	Traffic Control Plan, As Specified		$4,862.00	$4,862.00	$1,500.00	$1,500.00
2	1	LS	Traffic Control on Sidewalk, Trail, and Roadway, As Specified		$37,500.00	$37,500.00	$7,500.00	$7,500.00
3	1	LS	Heavy Cleaning and Debris Removal per Provided CCTV		$4,862.00	$4,862.00	$49,000.00	$49,000.00
4	1,154	LF	UV Cured CIPP Rehabilitation (10in) - this shall include sealing off the liner at the manholes and light cleaning		$77.00	$88,858.00	$76.25	$87,992.50
5	1,638	LF	UV Cured CIPP Rehabilitation (8in) - this shall include sealing off the liner at the manholes and light cleaning		$83.00	$135,954.00	$65.00	$106,470.00
6	1	LS	Surface Remediation		$9,723.00	$9,723.00	$12,000.00	$12,000.00
7	10	EA	Quality Control Testing		$973.00	$9,730.00	$550.00	$5,500.00
8	1	LS	Bypass Sewage Pumping		$6,945.00	$6,945.00	$75,000.00	$75,000.00
				Total Bid Price	**$298,434.00**		**$344,962.50**	

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

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SERVICE CONTRACT: IFB-24-68-SE 14th Street Cured-in-Place Pipe (CIPP) Sewer Lining Project

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Gulf Coast Underground, LLC, 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-24-68-SE 14th Street Cured-in-Place Pipe (CIPP) Sewer Lining Project (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 Operations/Maintenance Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be six (6) months, 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. Project Timeline:

1. **Pre-Project Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
2. **Work Beginning:** Contractor shall begin work within sixty (60) days from Notice of Award.
3. **Material Ordering:** Contractor shall order all necessary materials within fourteen (14) days from Notice of Award.

4. **100% Completion:** Contractor shall reach 100% completion within sixty (60) days from work beginning.

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

4. 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.

1. **Owner's (City's) Contingency:** Not Applicable

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.

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 and contingencies shall be as follows:

a. Total Fee for Project: $298,434.00 (two hundred ninety-eight thousand, four hundred thirty-four dollars and zero cents).

b. Owner's Contingency: Not Applicable

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. 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-24-68.

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.

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 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-24-68:

1. Not Applicable – Gulf Coast Underground intends to self-perform all aspects of this contract.

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 ($298,434.00), as specified and in accordance with the Bonds Section of **Exhibit B** attached hereto.

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.

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 Contract and then to **Exhibit B.**

[Signature Page Follows]

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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

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:_____

Gulf Coast Underground, LLC

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-24-68

CITY OF BENTONVILLE, AR
PURCHASING DEPART
ADMINISTRATIVE SERVICES BUILL
1000 SW 14TH STREET BENTONVILLE, AR 72
(479)-271-3115 – purchasing@bentonvillear.co

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: GCU, LLC **Phone Number:** 251·725·0200

Business Address (Full Street/City/State/Zip): 5055 Middle Rd Theodore, AL 36582

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

Name of Contact Person: Denise Davis **Email:** ddavis@gogcu.com

Signature of Authorized Person: [signature] **Date:** 10/1/24

Printed or Typed Name: Robert Lindley **Title:** Chief Estimator

Arkansas Contractor's License Number: 0383430525 (REQUIRED)

Sales or Use Tax ID Number: _____

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

[This space has been intentionally left blank]

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Gulf Coast Underground, LLC**
5655 Middle Road, Theodore, AL 36582
as Principal, hereinafter called the Principal, and **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
1299 Zurich Way, Schaumburg, IL 60196

a corporation duly organized under the laws of the State of Illinois
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Bentonville,

1000 SW 14th Street, Bentonville, AR 72712

as Obligee, hereinafter called the Obligee, in the sum of five percent (5%) of the amount bid

Dollars ($ 5% of amount bid),
for the 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

SE 14th Street Cured-in-Place Pipe Sewer Lining Project
Invitation for Bid (IFB)-24-68

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 3rd day of October, 2024

Denise Davis
(Witness)

Gulf Coast Underground, LLC
(Principal) (Seal)

(Title)

Karlene C Stout
(Witness)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety) (Seal)

O. M. Otts, IV
O. M. Otts, IV (Title) Attorney-in-fact

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

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.

[This Space Has Been Intentionally Left Blank]

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.

[This space has been intentionally left blank]

15. INVOICING

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

The awarded Bidder shall include IFB-24-68 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.

_X_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

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

18. TERM

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

_X_Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be six (6) months. Bidders shall note that the Contract Term is separate from the required days to complete work.

19. SUBCONTRACTORS

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

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

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

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

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

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

The work shall include all specifications listed below. The awarded contractor shall complete the work to 100% completion. The Project is located within Bentonville City limits. It is the Bidders responsibility to review the specifications thoroughly and request clarifications, interpretations, or amendments prior to the deadline for submitting questions.

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

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

The awarded Contractor will be responsible for street closures, inclusive of but not limited to bicycle, pedestrian and motor vehicles, as specified herein or otherwise required by applicable laws, or codes. The awarded Contractor will be expected to amicably coordinate with the City's various affected Department, including the Parks and Recreation Department, providing good communication and advanced notice.

The City does not anticipate permits being required; in the event permits are required, the City will be responsible for the permits.

Certified Installer: The awarded Bidder must be a certified installer for the product they're proposing to use to be eligible for award. Bidders should include proof of this certification if available; the City may request proof at any time and make any investigations necessary to prove the Contractor is a certified installer.

Delivery/Work Timeline: Bidders shall carefully note the delivery requirements stated herein related to requirements for material ordering dates, work beginning and completion dates. The City shall have the sole determination and approval of any changes to these timelines and shall provide such approval in written notice to the Contractor. Standard rain days have been considered in the timeline, additional rain days or other delays must be pre-approved by Bentonville Water Utilities.

Liquidated Damages: There are no Liquidated Damages for this Contract.

Time is of the Essence: Contractor shall understand and agree that time is of the essence for the completion of this Project, meaning that timely performance is an essential obligation under this Contract, and that a failure to perform the work in a timely manner would amount to a material breach of Contract.

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

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2. DELIVERY

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

Estimated Award Date (not guaranteed, subject to change): October 22, 2024

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

*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 within sixty (60) days from Notice of Award.

Material Ordering: The City requests that necessary materials be ordered within two (2) weeks from Notice of Award.

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

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

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

Work Beginning: Work will begin within _____ day(s) from Notice of Award.

Material Ordering: Contractor proposes to order necessary materials within _____ from Notice of Award.

100% Completion: 100% completion will be reached within _____ days from work beginning.

[This Space Has Been Intentionally Left Blank]

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SECTION 4: BIDDER ACKNOWLEDGEMENTS

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

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	
Proof of insurance, or the ability to acquire, as defined herein.	
5% Bid Guarantee, as specified herein.	
APPENDIX A: 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. **ADDENDUM NUMBER** — **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____	

RFI	Date
1	9/25/24
2	9/27/24

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

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

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

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

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

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

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

Unit of Measure Definitions:
LS: Lump Sum
EA: Each
LF: Linear Feet
CCTV: Closed Circuit Television Video (used for sewer inspection)
UV: Ultraviolet
CIPP: Cured-In-Place Pipe Lining

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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

BID FORM

Line Item	Quantity	Unit	Description	Unit Price	Extended Price (Unit Price x Quantity)
1	1	LS	Traffic Control Plan, As Specified	$ 4,862.00	$ 4,862.00
2	1	LS	Traffic Control on Sidewalk, Trail, and Roadway, As Specified	$ 37,500.00	$ 37,500.00
3	1	LS	Heavy Cleaning and Debris Removal per Provided CCTV	$ 4,862.00	$ 4,862.00
4	1,154	LF	UV Cured CIPP Rehabilitation (10in) - this shall include sealing off the liner at the manholes and light cleaning	$ 77.00	$ 88,858.00
5	1,638	LF	UV Cured CIPP Rehabilitation (8in) - this shall include sealing off the liner at the manholes and light cleaning	$ 83.00	$ 135,954.00
6	1	LS	Surface Remediation	$ 9,723.00	$ 9,723.00
7	10	EA	Quality Control Testing	$ 973.00	$ 9,730.00
8	1	LS	Bypass Sewage Pumping	$ 6,945.00	$ 6,945.00
TOTAL BID PRICE (Stated in words)			two hundred ninety-eight thousand four hundred thirty four dollars and zero cents		
TOTAL BID PRICE (Stated in figures)			$ 298,434.00		

BIDDER DECLARATION

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

Company Name: GCM, LLC By (Authorized Person's Signature): [signature]

Printed Name and Title: Robert Lindley Chief Estimator

Date: 10/1/24

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

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

Arkansas State Contractor's License Number (REQUIRED): 0383430525

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

APPENDIX A

SUBCONTRACTOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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SUBCONTRACTOR DISCLOSURE

GCM. LLC

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.
TBD			

CITY OF BENTONVILLE, ARKANSAS
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APPENDIX B

NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)

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

NON-COLLUSION AFFIDAVIT

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

State of Alabama

County of Mobile

I Robert Linaley (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): Chief Estimator

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 1st day of October, 2024

Notary Public Signature: Casey Denise Davis My commission expires: October 1, 2028

Seal:

CASEY DENISE DAVIS
Notary Public
Alabama State at Large

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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APPENDIX C

BIDDER QUALIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

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

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall 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:	GCU, LLC	Contact Person (Name):	Denise Davis
Contact Person (Phone):	251-725-0200	Contact Person (Email):	ddavis@gogcu.com
Company Address:	5055 Middle Rd Theodore, AL 36582		

Primary Business Activity Description:

Sewer rehab

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

☒ Arkansas Contractors License ☐ Other (List all applicable)

Arkansas Contractors License Number: 038343 **Expiration Date:** 05/2025

Average Number of Employees Per Year – Last 3 Years:

Year: 2023	Year: 2022	Year: 2021
# of Employees: 105	# of Employees: 100	# of Employees: 90

Annual Dollar Volume Per Year – Last 3 Years:

Year: 2023	Year: 2022	Year: 2021
$ 52,400,000	$ 42,645,000	$ 31,297,000

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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(Form continues on following page)

Largest Contract Currently in Progress:

Title/Description: Sanitary Sewer Improvements Project (Collection System Rehab)
Customer/Owner: Water Works & Sewer Board of the City of Uniontown
Contact Name: Ed Morris, PE Phone: 205·752·5504 Email: emorris@sentell.net
Dollar Value of Contract: $21,000,000
Scheduled Completion: December 2024

Current Major Contracts in Progress:

1.

Project Description:	CCTV, CIPP, lateral CCTV, lateral CIPP		
Project Title:	Robinson Street Sanitary Sewer	Size (Dollar Value):	$7,000,000
Customer Contact (Name):	Ryan Cramer, PE	Phone Number:	630·742·2333
Customer Email:	ryan.cramer@wright-pierce.com	Estimated Completion Date:	November 2024

2.

Project Description:	CCTV, CIPP		
Project Title:	Texas Standifer Gravity Main Rehab	Size (Dollar Value):	$7,500,000
Customer Contact (Name):	Arthur Holland	Phone Number:	318·329·2597
Customer Email:	arthur.holland@ci.monroe.la.us	Estimated Completion Date:	December 2024

3.

Project Description:	CIPP, CCTV, lateral CCTV, lateral CIPP		
Project Title:	2024 AMPO7 Americana Drive	Size (Dollar Value):	$3,100,000
Customer Contact (Name):	Tad Powell, PE	Phone Number:	205·957·4151
Customer Email:	tpowell@hazenandsawyer.com	Estimated Completion Date:	July 2025

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:	Jefferson County	Size (Dollar Value):	$5,970,000
Type of Work:	CCTV, CIPP		
Customer Contact (Name):	Tad Powell, PE	Phone Number:	205·957·4151
Completion Date:	May 2023		
Description of Work			
CCTV & Cleaning, CIPP			

2.

Customer/Location:	Montgomery Water Works & Sanitary Sewer Board	Size (Dollar Value):	$11,470,000
Type of Work:	CIPP, CCTV, laterals		
Customer Contact (Name):	Hollis Morgan	Phone Number:	334·206·1043
Completion Date:	September 2022		
Description of Work			
3 year contract, work order based, CIPP, CCTV & clean, lateral CCTV, lateral CIPP			

3.

Customer/Location:	Okaloosa County	Size (Dollar Value):	$8,000,000
Type of Work:	CCTV, CIPP, manhole Rehab		
Customer Contact (Name):	Beth Brant, PE	Phone Number:	850·609·1100
Completion Date:	June 2024		
Description of Work			

CIPP, CCTV, manhole rehab

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
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX D

CONTRACTOR/VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: GCM, LLC

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

Immediate Relation includes:

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

OR

☒ Check this box if 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.**

CPL Initials

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

APPENDIX E

SPECIFICATIONS

(REQUIRED RESPONSE DOCUMENT)

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

SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

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

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.	X	

9. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

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

X 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) years upon 100% completion of the work as approved by the City.

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

Reasoning:_____

_____

GCU
DESIGN.BUILD.DELIVER™
5655 Middle Road Theodore, AL 36582

CORPORATE RESOLUTION

I, CHRIS GOMEL, Managing Member of Gulf Coast Underground, LLC (GCU), organized and existing under the laws of Alabama and having its principal place of business at 5655 Middle Road, Theodore, AL 36582, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Limited Liability Corporation at a meeting convened and held on January 1, 2015 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Limited Liability Corporation.

> RESOLVED: That the Chief Estimator of the Limited Liability Corporation (LLC), Robert Lindley, is hereby authorized to sign on behalf of the LLC any and all contracts, documents, bids, surety bonds or forms of any kind.

I further certify that this LLC is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

MEMBER:

CHRIS GOMEL — Date: 10/1/24

State of Alabama
County of Mobile
Before me, Chris Gomel, Member and President of Gulf Coast Underground LLC (GCU), who is personally known to me, has executed this document.

Casey Denise Davis — Notary Public — Date: 10/1/24

My Commission Expires: October 1, 2028

PHONE (251) 725-0200 FAX (866) 471-2753 WEB www.gulfcoastunderground.com

CASEY DENISE DAVIS
Notary Public
Alabama State at Large

State of Arkansas

Commercial Contractors Licensing Board

GULF COAST UNDERGROUND, LLC
5655 MIDDLE RD
THEODORE, AL 36582

This is to Certify That GULF COAST UNDERGROUND, LLC

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

BUILDING
(COMMERCIAL & RESIDENTIAL)
MUNICIPAL & UTILITY CONSTRUCTION
SPECIALTY
Demolition, Blasting

This contractor has an unlimited suggested bid limit.

from May 17, 2024 **until** May 31, 2025 **when this Certificate expires.**

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

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

May 17, 2024 - dsa

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

SUBCONTRACTOR DISCLOSURE

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

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

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

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

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.
N/A	N/A	N/A	N/A
GCU intends to self-perform all aspects of this contract.			

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-24-68-SE 14th Street Cured-in-Place Pipe (CIPP) Sewer Lining Project

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

FOR PUBLICATION

PUBLICATION DATES: SEPTEMBER 15, 2024; SEPTEMBER 22, 2024

NOTICE TO BIDDERS
SE 14TH STREET CURED-IN-PLACE PIPE SEWER LINING PROJECT
Invitation For Bid (IFB)-24-68

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, experienced and equipped contractors to complete the installation of approximately 2,792 Linear Feet of cured-in-place pipe (CIPP) lining in main sewers cured by ultraviolet (UV) light. Contractors must meet minimum past performance qualifications related to the installation of UV light cured CIPP, as specified in the Bidding Documents, to be qualified to perform the work, for the City of Bentonville Sewer Rehab.

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-24-68 Bidding Documents.

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.

There will be a Public Bid Opening for IFB-24-68 held at 1:00 PM CST on Thursday, October 3, 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 September 27, 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
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-24-68	**Date of Issuance:**	SEPTEMBER 15, 2024 SEPTEMBER 22, 2024
Description:	SE 14TH STREET CURED-IN-PLACE PIPE SEWER LINING PROJECT		
Requesting Department:	CITY OF BENTONVILLE SEWER REHAB		
Purchasing Department (Buyer):	KELSI FREDERICK, PURCHASING MANAGER		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	**5% BID BOND REQUIRED** **SEE BID BOND SECTION OF THIS IFB DOCUMENT FOR DETAILS**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**October 3, 2024 AT 1:00 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor – IFB-24-68** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	September 27, 2024– 4:30 PM CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to enter into a Contract with a properly qualified, experienced and equipped contractor to complete the installation of approximately 2,792 Linear (two thousand seven hundred ninety-two) Feet of cured-in-place pipe (CIPP) lining in main sewers cured by ultraviolet (UV) light. Contractors must meet minimum past performance qualifications related to the installation of UV light cured CIPP, as specified herein, to be qualified to perform the work.

2. REQUIRED RESPONSE DOCUMENTS

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

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

3. APPENDIXES

- **APPENDIX A: SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX F: PROJECT SPECIFIC SPECIFICATIONS (SPECIFICATIONS)**
- **APPENDIX G: CONSTRUCTION PLANS SE 14TH STREET (SPECIFICATIONS)**

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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.

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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.

11. PAST PERFORMANCE/REFERENCES

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

12. TOBACCO PRODUCTS AND LITTERING

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

13. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

14. BIDDER'S DOCUMENTS

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

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

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

[This space has been intentionally left blank]

15. INVOICING

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

The awarded Bidder shall include IFB-24-68 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 __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

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

18. TERM

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

_X_Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be six (6) months. Bidders shall note that the Contract Term is separate from the required days to complete work.

19. SUBCONTRACTORS

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

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

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

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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 work shall include all specifications listed below. The awarded contractor shall complete the work to 100% completion. The Project is located within Bentonville City limits. It is the Bidders responsibility to review the specifications thoroughly and request clarifications, interpretations, or amendments prior to the deadline for submitting questions.

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

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

The awarded Contractor will be responsible for street closures, inclusive of but not limited to bicycle, pedestrian and motor vehicles, as specified herein or otherwise required by applicable laws, or codes. The awarded Contractor will be expected to amicably coordinate with the City's various affected Department, including the Parks and Recreation Department, providing good communication and advanced notice.

The City does not anticipate permits being required; in the event permits are required, the City will be responsible for the permits.

Certified Installer: The awarded Bidder must be a certified installer for the product they're proposing to use to be eligible for award. Bidders should include proof of this certification if available; the City may request proof at any time and make any investigations necessary to prove the Contractor is a certified installer.

Delivery/Work Timeline: Bidders shall carefully note the delivery requirements stated herein related to requirements for material ordering dates, work beginning and completion dates. The City shall have the sole determination and approval of any changes to these timelines and shall provide such approval in written notice to the Contractor. Standard rain days have been considered in the timeline, additional rain days or other delays must be pre-approved by Bentonville Water Utilities.

Liquidated Damages: There are no Liquidated Damages for this Contract.

Time is of the Essence: Contractor shall understand and agree that time is of the essence for the completion of this Project, meaning that timely performance is an essential obligation under this Contract, and that a failure to perform the work in a timely manner would amount to a material breach of Contract.

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

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2. DELIVERY

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

Estimated Award Date (not guaranteed, subject to change): _____October 22, 2024_____

Delivery/Work-Site Location: _____Various Locations within the City of Bentonville_____

*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 within sixty (60) days from Notice of Award.

Material Ordering: The City requests that necessary materials be ordered within two (2) weeks from Notice of Award.

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

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 of Award.

Material Ordering: Contractor proposes to order necessary materials within _____ from Notice of Award.

100% Completion: 100% completion will be reached within _____days from work beginning.

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SECTION 4: BIDDER ACKNOWLEDGEMENTS

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

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	_____
Proof of insurance, or the ability to acquire, as defined herein.	_____
5% Bid Guarantee, as specified herein.	_____
APPENDIX A: 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. **ADDENDUM NUMBER** **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____	_____

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

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

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

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

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

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

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

Unit of Measure Definitions:
LS: Lump Sum
EA: Each
LF: Linear Feet
CCTV: Closed Circuit Television Video (used for sewer inspection)
UV: Ultraviolet
CIPP: Cured-In-Place Pipe Lining

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

CITY OF BENTONVILLE, ARKANSAS
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BID FORM

Line Item	Quantity	Unit	Description	Unit Price	Extended Price (Unit Price x Quantity)
1	1	**LS**	Traffic Control Plan, As Specified	$_____	$_____
2	1	**LS**	Traffic Control on Sidewalk, Trail, and Roadway, As Specified	$_____	$_____
3	1	**LS**	Heavy Cleaning and Debris Removal per Provided CCTV	$_____	$_____
4	1,154	**LF**	UV Cured CIPP Rehabilitation (10in) - this shall include sealing off the liner at the manholes and light cleaning	$_____	$_____
5	1,638	**LF**	UV Cured CIPP Rehabilitation (8in) - this shall include sealing off the liner at the manholes and light cleaning	$_____	$_____
6	1	**LS**	Surface Remediation	$_____	$_____
7	10	**EA**	Quality Control Testing	$_____	$_____
8	1	**LS**	Bypass Sewage Pumping	$_____	$_____
			TOTAL BID PRICE (Stated in words)	_____ _____ dollars and _____ cents	
			TOTAL BID PRICE (Stated in figures)	**$_____**	

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):_____

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

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

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

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

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

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

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

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

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

37. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department at (479) 271-3115.

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

APPENDIX A

SUBCONTRACTOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)

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

SUBCONTRACTOR DISCLOSURE

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

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

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

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

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)

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

NON-COLLUSION AFFIDAVIT

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

State of _____

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:

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
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APPENDIX C

BIDDER QUALIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

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

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall 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:		Contact Person (Name):	
Contact Person (Phone):		Contact Person (Email):	
Company Address:			

Primary Business Activity Description:

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

☐ Arkansas Contractors License ☐ Other (List all applicable)

_____

_____

_____

Arkansas Contractors License Number:_____ Expiration Date:_____

Average Number of Employees Per Year – Last 3 Years:

Year:_____	Year:_____	Year:_____
# of Employees: _____	# of Employees: _____	# of Employees: _____

Annual Dollar Volume Per Year – Last 3 Years:

Year:_____	Year:_____	Year:_____
$ _____	$ _____	$ _____

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(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.

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

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			

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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)

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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

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APPENDIX E

SPECIFICATIONS

(REQUIRED RESPONSE DOCUMENT)

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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.		
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.		

9. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon 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) years 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

PROJECT SPECIFIC SPECIFICATIONS (SPECIFICATIONS)

CURED-IN-PLACE PIPE LINING (CIPP) FOR MAIN SEWERS
ULTRAVIOLET LIGHT CURED CIPP

PART 1 GENERAL

1.1 SCOPE

A. Work under this section consists of furnishing all materials, labor, and equipment required for the installation of cured-in-place pipe (CIPP) in main sewers cured by ultraviolet (UV) light.

1.2 DESIGN AND PERFORMANCE REQUIREMENTS

A. The CIPP shall be designed for a life of 75 years or greater in accordance with ASTM F1216, Appendix X.1, for "fully or partially deteriorated gravity pipe conditions."
Each CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. Unless listed by the City on the Bid Form and/or Drawings, the required installed thickness of the CIPP shall be derived using the standard engineering methodology as found in ASTM F1216, Appendix X1. In no case shall the installed thickness be less than 6 mm.

B. The CIPP liner once fully cured, shall be monolithic in nature. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work.

C. The structural CIPP wall thickness design for this Project is being based on the performance data generated accredited by third party laboratories. The wall thickness calculations are also in accordance with ASTM F2019-20 and the design equations in Appendix X1 of ASTM F1216.The Contractor shall submit detailed product information and test results to document the physical properties of the proposed liner. The tests results shall include certified ≥20,000-hour test results to document the long-term performance to be used in the design calculations. The Contractor shall also submit design calculations from the proposed liner manufacturer which are based on the proposed product's documented physical properties. The liner thicknesses for installation shall be adjusted (as required by the calculations) to the various specified depths, project specific loads, soil etc. based on the proposed products physical properties and the design calculations submitted.

Design Safety Factor	2.0 (or as otherwise specified) Min
Short-Term Flexural Modulus	2,450,000
Min Short-Term Flexural Strength	39,000 psi
Min Creep Retention Factor	75% (based on ≥10,000 tests)
Ovality	2% (or as otherwise specified)

Soil Modulus	1,000 psi (or as otherwise specified)
Soil Density	120 pounds per cubic foot
Groundwater Depth	Ground Surface Elevation unless otherwise noted
Live Load	H20 Highway (or as otherwise specified)
Poisson's Ratio	0.3
Enhancement Factor, K	7
Service Temperature Range	40 to 140 degrees F (UP Resin Only)
Maximum Long-Term Deflection	5 percent

Actual site conditions take precedence over the below examples. The Bid Form and/or Drawings may list alternate thicknesses for installation based on the city's decision for specific installations.

8" sewer:	0' to 30' deep =	3 mm
10" sewer:	0' to 26' deep =	3 mm

1.3 SUBMITTALS

A. Submit test results of the proposed resin that meet the chemical resistance requirements of ASTM F2019-20, Section 5.2.7. Chemical resistance tests should be completed in accordance with Practices D543. Exposure should be for a minimum of one month at 73.4°F (23°C). During this period, the CIPP test specimens should lose no more than 20 % of their initial flexural strength and flexural modulus when tested in accordance with Section 8 of this practice. The solutions utilized in this test to be carried out as specified in table X2.1 I F1216-16.

B. Submit manufacturer information that describes the materials, curing speeds, curing installation processes, installation pressures, temperature limitations, and recommended post curing documentation.

C. Submit manufacturer material certifications that state conformance to the specifications. Material certifications shall be current and must reference the project.

D. Submit manufacturers' shipping, storage, and handling recommendations for all components of the CIPP system.

E. Submit specific CIPP liner information. The information shall include the identification of the wet-out facility. The document, at a minimum, shall

provide the date and time of wet-out, the wet-out facility address, Liner identification, the CIPP diameter, the length of the liner, the thickness of the CIPP, the liner manufacturer, the resin used

F. Installation procedures and curing schedules shall be submitted. The Contractor shall provide this information without delay or claim to any confidentiality. Testing procedures and quality control procedures shall also be submitted.

G. Submit the recording of the curing parameters for every segment. The recording shall include:

a. Equipment specific Curing speeds
b. Light source, and UV CCTV video is operational
c. Inflation sequence, and maintained Inner air pressure during curing
d. Curing temperatures
e. Date and time
f. Length of liner, and wall thickness

H. Collect and provide data from during the curing process. Infrared sensors shall be used to record curing data that shall be submitted to the City with a post CCTV inspection. This shall be accomplished using a computer and database that are tamper proof.

I. Submit a plan for bypassing sewage around the work area and facilities where sewage flows must be interrupted to carry the work. The plan shall be reviewed by the city and shall be acknowledged as acceptable before any work is started.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, premature curing, or (UV) degradation. All damaged materials shall be promptly removed from the project site at the Contractor's expense.

1.5 QUALIFICATIONS

A. The Contractor performing the CIPP installation shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner and shall be certified and/or licensed as an installer by the CIPP manufacturer. The Contractor must have successfully installed at least 10,000 feet of glass fiber reinforced; UV light cured CIPP for a minimum of 3 years in wastewater collection systems. In addition, the Contractor shall have successfully installed a minimum of 2500 feet of 24-inch-diameter or larger glass

fiber reinforced, UV light cured CIPP.

B. The CIPP product manufacturer shall have at least 10 years of experience in the successful manufacturing of glass fiber domestically, UV cured-in-place liners. The CIPP product must have been installed in a minimum of 1,000,000 feet or ≥2,000 manhole to manhole line sections of successful wastewater collection system installations domestically. The manufacturer and facility shall not change throughout the duration of the contract unless approved by the City in writing.

1.6 ENVIRONMENTAL REQUIREMENTS

A. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant.

1.7 PROJECT ACCESS

A. The Contractor shall utilize existing road rights-of-way and sanitary sewer easements to perform the work unless notified otherwise. The Contractor shall coordinate with and meet the requirements of the Transportation Department, the Owner, or any other agency or municipality that may be impacted by the work.

1.8 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. The Contractor shall ensure that the products and work comply with the current version of the following American Society for Testing and Materials (ASTM) standards:

1. ASTM D543 - Test Method for Resistance of Plastics to Chemical Reagents
2. ASTM D578 - Standard Specification Glass Fiber Strands
3. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
4. ASTM D790 - Standard Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
5. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin Impregnated Tube
6. ASTM F1743 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
7. ASTM F2019-20 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic Cured-in-Place (GRP-CIPP) Using the UV-Light Curing Method
8. ASTM D2122 Standard 1 Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
9. ASTM D3567 Standard Practice for Determining Dimensions of ‘‘Fiberglass’’ (Glass-Fiber- Reinforced Thermosetting Resin) Pipe and Fittings
10. ASTM D5813 - Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe

PART 2 PRODUCTS

2.1 CURED-IN-PLACE-PIPE LINING

A. UV Cured-In-Place-Pipe (CIPP) lining shall be in accordance and meet the previously describe parameters, performance and required data.

B. The CIPP tube shall consist of one or more layers of glass fiber reinforced materials capable of carrying resin, withstanding installation pressures, and curing temperatures. The CIPP tube should be compatible with the resin system to be used on this project.

C. The CIPP tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. The tube shall be able to stretch to fit irregular pipe sections and negotiate minor bends in the sewer. For missing pipe sections, bridging is possible under certain circumstances, and should be determined by the installer, along with the use of safety caps under exceeding circumstances.

D. The glass fiber tube shall be saturated with the appropriate resin/process and prevent the lowest possible amount of air entrapment. The inner and outer material shall be both impervious to airborne styrene. The outer foil material provides UV blocking

characteristics. If required by the liner manufacturer, the inner membrane will be removed after the installation and curing processes are completed.

E. The Contractor shall verify the lengths in the field before cutting the CIPP tube to length. Continuous individual liners can be made over one or more manhole to manhole sections.

F. The CIPP tube shall be uniform in thickness and when subjected to the manufacturer recommended installation pressures shall meet or exceed the designed wall thickness.

G. Interior and exterior plastics shall be styrene resistant to protect and contain the resin used in the liner.

H. A pre-liner (or "gliding foil") shall be inserted into the pipe prior to inserting the liner as deemed necessary by the Contractor and/or as required by the CIPP manufacturer for proper installation and to meet CIPP warranty requirements.

I. The liner is to be constructed of with an inner fleece layer giving the exposed inside surface a resin rich layer.

J. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with CCTV inspection may be made.

K. The fiberglass within the liner shall be non-corrosion (E-CR Glass) material and shall be free from tears, holes, cuts, foreign materials, and other surface defects. Its glass fibers must extend in a longitudinal direction to ensure no longitudinal stretching during the pull-in process.

L. At time of manufacture, each lot of CIPP tube shall be inspected and certified to be free of defects.

M. The resin shall be a chemically resistant, UV cured, isophthalic polyester resin or vinyl ester resin (as determined by the City).

N. When combined with the CIPP tube, the resin system shall provide a CIPP that meets the structural requirements of ASTM F2019-20, the minimum physical properties specified in Section 1.2.C, and those properties which are to be utilized in the design of the lining system for this project.

O. When combined with the CIPP tube, the resin system shall provide a CIPP that complies with the chemical resistance requirements specified in ASTM F2019-20, Section 5.2.7. The chemical resistance tests shall be completed in accordance with ASTM F1216-16.

P. The Contractor shall identify the wet-out facility where all CIPP under this Contract will be manufactured. All CIPP shall be manufactured from this designated wet-out facility throughout the entire Contract unless specifically approved otherwise by the City in writing.

Q. The installed thickness shall be measured as specified elsewhere herein. The Contractor shall submit his proposed plan for ensuring that the installed CIPP meets the minimum thickness requirements. The plan shall include the proposed CIPP thickness to be installed (pre-installation thickness) and detailed installation procedures to reduce stretching and to reduce migration of resin.

PART 3 EXECUTION

A. The Contractor shall continuously notify the public of the work being performed.

B. The Contractor shall develop and submit to the City of Bentonville a protocol for addressing odor complaints during the CIPP installation process (primarily styrene odor complaints). The protocol shall include steps to be taken by on-site and management personnel immediately when the complaint is received, including discussing the odor with the property owners/residents to address their concerns and alleviating the odor from the home/residence or business using fans or other means as necessary. The Contractor shall also maintain a calibrated portable styrene test unit to immediately document the atmospheric concentrations of the styrene on the site and in the house/residence/business when a complaint is received. The costs for addressing such odors issues/complaints shall be included in the unit prices bid for CIPP.

C. The Contractor shall perform and provide all necessary traffic control measures to complete the work. This shall include bicyclist, pedestrians, and motorists.

D. All landscaping and vegetation removed, damaged or disturbed shall be reestablished in kind. Any variation shall be reviewed and approved by the City.

E. The Contractor shall develop and submit to the City of Bentonville a proposed shot plan at least 30 days prior to CIPP installation. The shot plan shall identify where the CIPP will be inserted, the direction of insertion (upstream or downstream), the sewers included in each shot, plans for addressing CIPP in manholes that the shot goes through, access points, and any other relevant information. The City of Bentonville will review and comment or approve. The Contractor must address the city's comments and resubmit until resolved.

F. The Contractor shall clean and televise each length of pipe to be lined as specified–in the Cleaning and Television Inspection section. Prior to lining the main sewer and the pre-rehabilitation television inspection, protruding service lateral connections shall be internally cut/ground down flush with the pipe wall with a robotic cutter specifically designed for this purpose and all required point repairs shall be completed. The internal cutter shall be capable of cutting any pipe material including cast iron, PVC, vitrified clay pipe, ductile iron pipe and Orangeburg pipe.

G. The Contractor shall bypass pump sewage flows around the lining work while it is being performed as specified. All pedestrian, bicycle and motor traffic must be accommodated with the pump around.

H. The Contractor shall take precautions to avoid damage or flooding to public or private property being served by the sewer being lined. The Contractor shall be responsible for all flooding and pay for cleanup from flooding to the satisfaction of the property owner. The Contractor shall document all backups and submit documentation to the City including the reason for the backup, the time and date of the backup, the property owner's name, address and phone number, the resolution to problem, the time and date the problem was resolved, and any special cleanup work that had to be performed. This required documentation shall be submitted for all backups regardless of when they occur. All cleanup shall be completed within 4 hours of the backup.

I. The Contractor shall furnish and install the CIPP lining in the full length of sewer. The installation of the CIPP shall be in complete accordance with the applicable provisions of ASTM F2019-20 except as modified herein, these specifications and the manufacturers' specifications.

J. As required by the CIPP manufacturer and/or as deemed necessary by the Contractor for a proper installation and to meet warranty requirements, a plastic sheet at least 10 mil thick (pre-liner or gliding foil) shall be pulled into the host pipe prior to liner insertion to protect the liner from damage as the liner is pulled in.

K. The liner shall be pulled-in through an existing manhole or approved access point and fully extend to the next designated manhole or termination point. The pulling speed shall be followed in accordance to manufactures Installation Manual. Care shall be exercised not to damage the tube during the pulling phase.

L. Installation of the liner shall follow the process outlined within the manufacturers' Installation Manual.

M. The liner shall then be inflated with air with sufficient pressure to hold the liner tight to the host pipe wall.

N. The Contractor will video record the liner prior to commencement of the curing process and make the recording available to the city upon request.

O. CIPP curing shall be in accordance with applicable ASTM F2019-20, Section 6.6 and 6.7, with the following modifications:

    a. The ultraviolet curing lamps shall operate in a sufficient frequency range to ensure the curing of the resin.
    b. A camera must be located on the ultraviolet light assembly to enable the video inspection of the liner and to ensure that the liner has been properly inflated and any liner problems can be identified before curing begins.
    c. The Contractor shall submit a documented record of time, rate of travel of the ultraviolet light assembly, and internal temperatures and pressures during the curing process to the City upon request.

P. The UV light sources shall be assembled according to the manufacturer's specifications for the liner diameter. For the liner to achieve the required water tightness and specified mechanical properties, the following parameters must be controlled during the entire curing process, giving the city the curing parameters over every segment of the entire length of the liner.

Q. The optimal curing speed, or travel speed of the energized UV light sources, is determined for each length of liner based on liner diameter, liner thickness, and exothermic reaction temperature. Curing speed shall be as recommended by the manufacturer and determined by contractor based on various site specific field conditions. This shall be accomplished using a computer and database that are tamper proof. During the curing process, infrared sensors shall be used to record curing data that will be submitted to the City with a post CCTV inspection.

R. If the liner is manufactured with a removable inner film, the inner film material shall be removed and discarded after curing to provide optimal quality of the final product.

S. The CIPP shall be neatly cut 2 inches from the manhole walls after installation unless otherwise directed by the City. The CIPP shall be sealed at the manholes to provide a watertight liner connection at the manhole. There shall be no leakage of groundwater into the manhole between the CIPP and existing sewer pipe and between the existing sewer pipe and manhole wall. A hydrophilic waterstop (non-bentonite) comprised of modified chloroprene rubber shall be installed around the liner 6 inches from each manhole wall prior to processing the liner to provide additional waterstop protection. As the CIPP is expanded, the waterstop shall be pressed tightly against the existing sewer to provide a leak-tight seal. The waterstop shall be pre-approved by the city. All CIPP connections to manholes shall be further sealed with an approved non-shrink grout to completely cover the CIPP/manhole connection point. CIPP lining shall be sealed to manhole linings (where specified) in an acceptable manner as approved by the City. Further, all invert channels shall be coated with an approved grout to match the CIPP elevations in the manhole.

T. The Contractor shall fully reopen all of the existing active service connections in each length of sewer following lining. The service connections shall be reopened from inside the sewer by means of a closed-circuit television camera controlled cutting device appropriate for the CIPP. All openings shall be clean and neatly cut and shall be flush with the lateral pipe. The openings shall also be buffed with a wire brush to remove rough edges and provide a smooth finish. The bottom of the openings shall be flush with the bottom of the lateral pipe to remove any lip that could catch debris. Openings shall be 100% of the service lateral pipe. The Contractor shall re-open any service lateral that does not meet this requirement as evidenced by the post-rehabilitation inspections at no additional cost to the Owner. The Contractor shall be fully responsible for all backups and damage caused by not fully opening a lateral connection, including paying all costs associated with repairing damage as required by the City, Owner and/or property owner.

U. <u>Preliminary Post-CIPP TV Inspections:</u> Immediately after the CIPP is installed and the service connections are completely opened and brushed, the Contractor shall televise the

installed CIPP to verify and document that the CIPP was properly installed and cured and that all service connections have been opened as specified. The preliminary post-CIPP TV inspection videos shall be submitted to the City within 1 day of the CIPP being installed. This will allow the City to confirm that there are no CIPP issues that need addressed on this sewer and/or future installations and that the service laterals are properly opened. The preliminary post-CIPP inspections shall clearly show the CIPP liner and all service connections.

The City will accept these preliminary post-CIPP TV inspections for approving payment of the installed CIPP with the final post-CIPP inspections as specified herein being required prior to final payment. The Contractor may submit these inspections as the final post-CIPP inspections if all grout/concrete work is finalized in the connecting manholes (including grouting the pipe connections, coating the invert channels, and performing the specified manhole rehabilitation) and all specifications are met. Completing all of the manhole work may be difficult to get finished so that the TV inspections can be submitted within 1 day as specified above. The Contractor's unit price bid for the CIPP shall include preliminary post-CIPP and final post-CIPP TV inspections.

V. Installation reports shall be generated for each segment of liner installed. The reports shall document installation, including manhole numbers, street names/sewer location, project number, date, time, temperature, curing time, curing parameters, curing speed, liner thickness, etc. A sample report shall be submitted to the City for approval prior to installing any lining. The reports shall be submitted to the City prior to requesting payment.

W. For every sewer segment that is lined (sewer segment is defined as the sewer between two manholes), the Contractor shall provide a sample per ASTM F2019-20 for testing of installed CIPP flexural properties and thickness. The CIPP testing shall include determining flexural strength, flexural modulus, and thickness of each sample. These three separate individual tests make up one completed CIPP test. Payment will be made for each completed CIPP test at the unit price bid after the test results are submitted to the City.

The Contractor shall retain a sample from all samples that are submitted to the testing laboratory until the end of the project. These samples shall be available upon request from the City. The Contractor will copy the City on all submittals to the testing laboratory. The testing laboratory shall submit all test results directly back to the Contractor with a copy to the City. The test results shall be returned to the Contractor and City within 21 days from the laboratory receiving the samples. If the results are not received in this timeframe, payment will be withheld. It shall be the Contractor's responsibility to ensure that the laboratory meets the specified schedule.

The Contractor shall select the independent testing laboratory and shall pay the laboratory for all tests. The Contractor will be paid for the tests through the Contract at the unit price bid for each completed test. All testing shall be performed by an independent, accredited, certified and experienced (minimum 5 years of experience) testing laboratory as chosen by

the Contractor. The Contractor shall submit the name and location of the testing laboratory for approval. The submittal shall include the laboratory's experience testing CIPP samples, the laboratory's accreditation/certification to perform CIPP testing from a recognized accreditation body, and a certified statement from the laboratory that they are independent from and not associated with the Contractor in any way.

X. Any lining that does not meet the specified installed strength and/or thickness requirements, regardless of the amount below the specified requirements, shall be corrected by the Contractor in a manner approved by the City at no additional cost to the Owner.

Y. Following installation of the CIPP, reopening and brushing of all active service lateral connections, and completion of all manhole rehabilitation including vacuum testing (where applicable), the Contractor shall conduct a final post-rehabilitation television inspection of the completed work to verify that the liner installation is acceptable as defined herein. The sewers shall be thoroughly cleaned prior to performing the television inspections. No cleaning equipment shall be in the sewers during the post-rehabilitation inspections. The pipe shall be dry so that the entire CIPP can be seen. This will require that temporary plugging or bypass pumping be provided for all post-rehabilitation television inspections.

The post-rehabilitation television inspections shall be within 3 feet of the actual sewer length as measured above ground from center of manhole to center of manhole. Any inspection that exceeds this limit shall be re-performed and re-submitted to the City prior to payment at no additional cost to the Owner. One copy of the final post-rehabilitation inspections shall be submitted to the City for review and approval as specified. The inspections must be in order, correct and complete or the City will immediately return the inspections to the Contractor for corrections.

Z. There shall be no holes, dry spots, lifts, ribs, wrinkles, blisters, ridges, splits, bulges, cracks, delaminations or other type defects in the CIPP lining. In addition, there shall be no groundwater leakage through the CIPP or between the liner and the existing pipes including at the connections to manholes. Defective lining and groundwater leakage shall be repaired in a manner suitable to and approved by the City at no additional cost to the Owner.

The City's decision on how to correct defective lining shall be final. Options for repairing defective lining that will be considered by the City include removing the liner and re-lining the sewer, excavating and replacing the sewer from manhole to manhole, pipe bursting the sewer from manhole to manhole or re-lining sewers completely from manhole to manhole.

In addition, the City and Owner may require an additional warranty beyond the standard warranty period (defined elsewhere) for defective CIPP at no additional cost to the Owner. This additional warranty will be for a maximum of five years (two-year standard warranty plus three additional years). The warranty should include all costs associated with the

remedial work and be non pro-rated. This additional warranty may also be required on the entire "batch" of CIPP if the defect appears to be material related (resin, tube, catalyst, etc.) or wet-out related regardless of the acceptance test results or visual review of any particular CIPP liner section in that "batch".

END OF SECTION

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

APPENDIX G

CONSTRUCTION PLANS SE 14th STREET (SPECIFICATIONS)

CONSTRUCTION PLANS:
SE 14TH STREET CIPP LINING PROJECT
BENTONVILLE, AR

GENERAL NOTES:

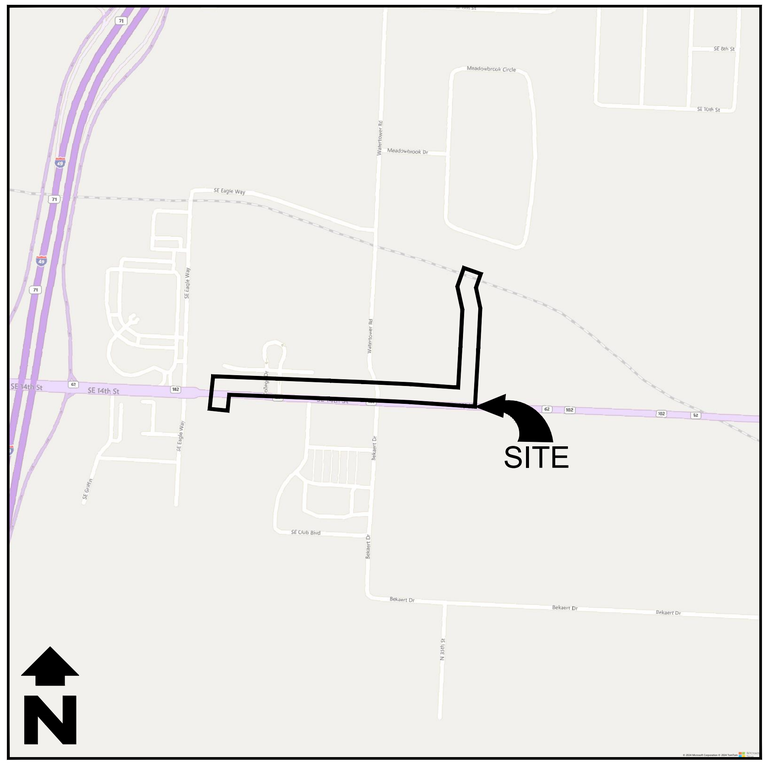
1. ALL WATER AND SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2021 CITY OF BENTONVILLE WATER AND SEWER SPECIFICATIONS AND STANDARD DETAILS.

2. RIGHT-OF-WAY LINES, PROPERTY LINES, AND EASEMENT LINES, WHERE SHOWN, ARE FOR REFERENCE ONLY AND ARE BASED UPON MARKERS LOCATED IN THE FIELD AND PUBLIC RECORDS. NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS AS SHOWN ON THIS PLAN.

3. NO ATTEMPT HAS BEEN MADE TO IDENTIFY OR LOCATE EXISTING UTILITIES IN THE VICINITY OF WORK. INSTALLATION CREW MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE AN EXCAVATION TO REQUEST IDENTIFICATION AND EXACT FIELD LOCATION OF UTILITIES.

4. PAVED AREAS TO BE FULL DEPTH CRUSHED STONE (CLASS 7) BACKFILL PER SPECIFICATION.

5. THE INFORMATION REGARDING THE EXISTING SEWER SYSTEM CONTAINED IN THESE PLANS IS BASED ON VARIOUS SOURCES OF RECORD INFORMATION AND IS NOT TO BE RELIED ON AS A COMPLETE AND ACCURATE REPRESENTATION OF FIELD CONDITIONS.



VICINITY MAP
NOT TO SCALE

SHEET LIST

1. COVER SHEET

2. EXISTING SEWER LAYOUT 1

3. EXISTING SEWER LAYOUT 2

QUANTITY SUMMARY		
PIPE NUMBER	SIZE (INCHES)	LENGTH (FEET)
P1	10	171
P2	10	382
P3	10	381
P4	10	220
TOTAL	**10**	**1154**
P5	8	347
P6	8	398
P7	8	326
P8	8	283
P9	8	155
P10	8	129
TOTAL	**8**	**1638**

ANTICIPATED WASTEWATER FLOWS		
PIPE SIZE (INCHES)	DRY WEATHER PEAK (GPM)	WET WEATHER PEAK (GPM)
8	250	470
10	470	720

* PROVIDED FOR REFERENCE ONLY. CONTRACTOR TO VERIFY FLOW AND SIZE BYPASS SYSTEM APPROPRIATELY.

811 Know what's **below.** **Call** before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

REVISION CHART

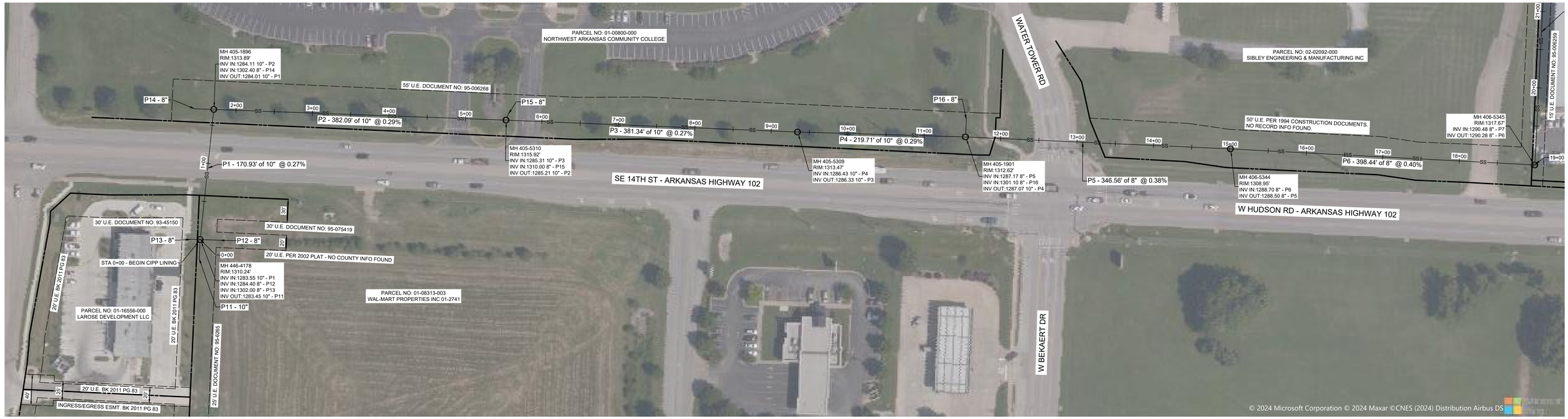
	TITLE	DATE	NOTES:
0	REV-0	09/03/2024	IFC

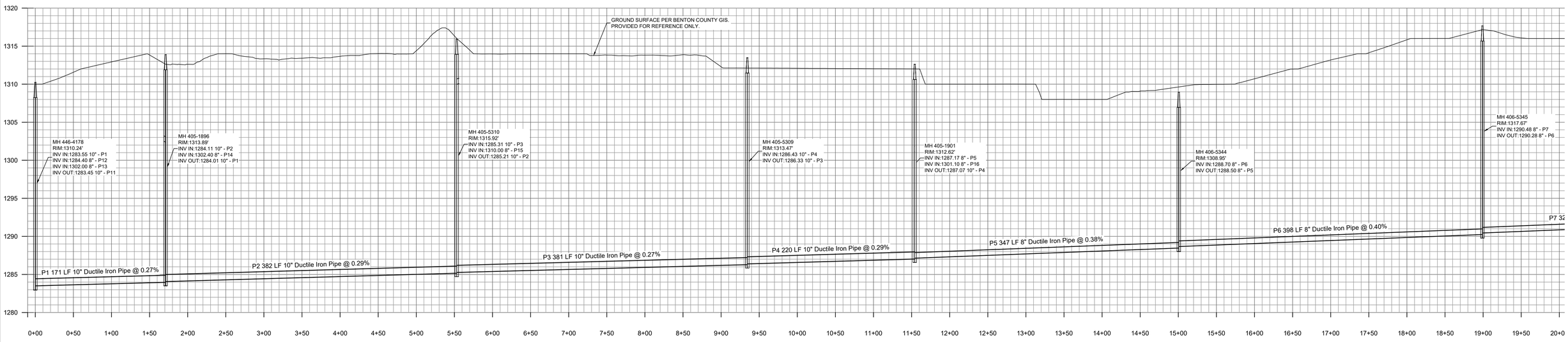
THE CITY OF WATER BENTONVILLE UTILITIES

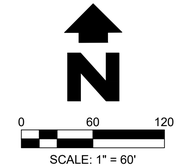
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
PH: (479) 271-3140
WWW.BENTONVILLEAR.COM

CONSTRUCTION PLANS:
SE 14TH STREET
CIPP LINING PROJECT

DATE: 09/03/2024	REVISION: REV-0
DRAWN BY: AW	
CHECKED BY: AW	
SHEET	SS-1



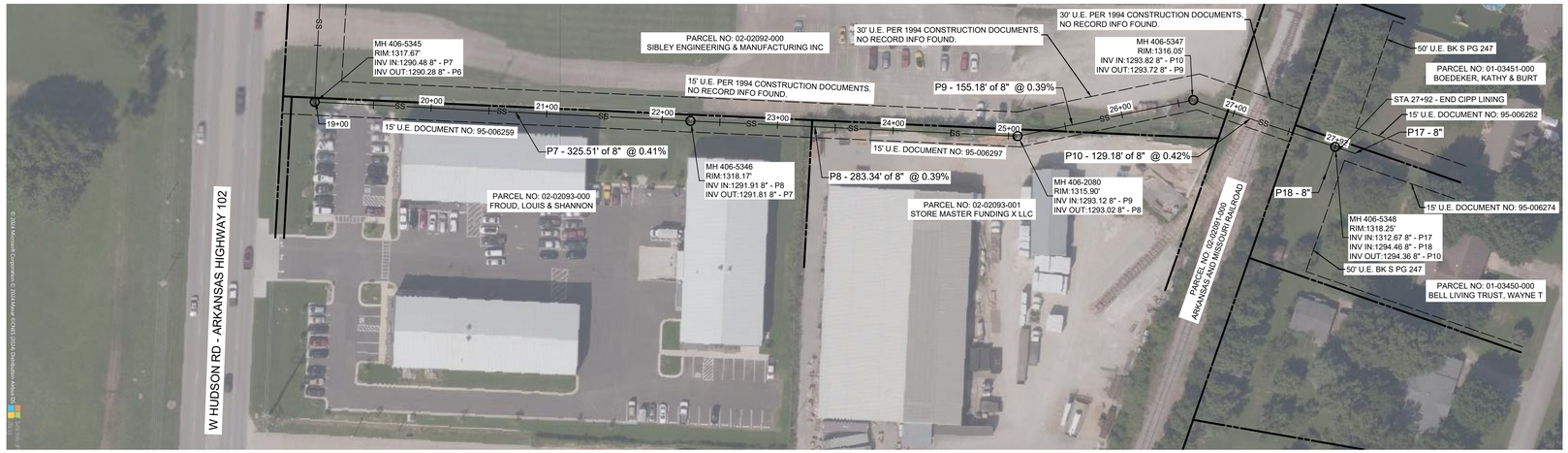


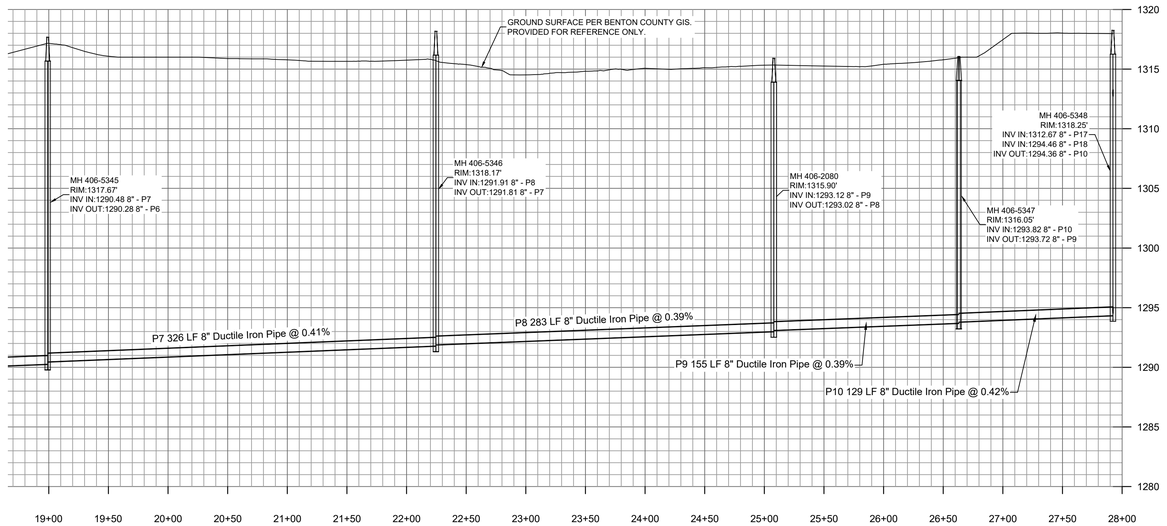


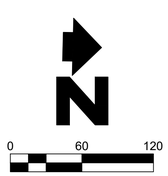
THE CITY OF WATER B UTILITIES BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
PH: (479) 271-3140
WWW.BENTONVILLEAR.COM

CONSTRUCTION PLANS: SE 14TH STREET CIPP LINING PROJECT

DATE: 09/03/2024	REVISION: REV-0
DRAWN BY: AW	
CHECKED BY: AW	
SHEET	SS-2







THE CITY OF WATER B UTILITIES BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
PH: (479) 271-3140
WWW.BENTONVILLEAR.COM

CONSTRUCTION PLANS:
SE 14TH STREET
CIPP LINING PROJECT

DATE: 09/03/2024	REVISION: REV-0
DRAWN BY: AW	
CHECKED BY: AW	
SHEET	SS-3

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

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

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	IFB-24-68	**Solicitation Title:**	SE 14th Street CIPP Sewer Lining Project
RFI RESPONSE NUMBER	1	**Date of Issuance:**	September 25, 2024

TO: Prospective Submitters

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

RFI Response 1

Line Number	Submitted Question	City's Response
1	Would you consider United Felts as an approved manufacturer with EnviroCure as an acceptable UV CIPP Liner per Appendix F, CIPP, Part 2?	At this time, only the liner specifications listed in accordance with the applicable ASTM standards, as outlined in the City's bid packet under Appendix F, will be evaluated and considered for this solicitation.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

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

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	IFB-24-68	**Solicitation Title:**	SE 14th Street CIPP Sewer Lining Project
RFI RESPONSE NUMBER	2	**Date of Issuance:**	September 27, 2024

TO: Prospective Submitters

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

RFI Response 2

Line Number	Submitted Question	City's Response
1	Per line item 3 - Heavy cleaning and debris removal per provided CCTV. Is there pre CCTV video of the lines that can be viewed prior to bidding?	A sample copy of the City's 2023 CCTV footage for the 8 inch sections has been provided in the Beacon files for this solicitation. This sample is indicative of the project as a whole. Please utilize the footage using this link.

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-24-68 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.*

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**10/3/2024**	**Time of Bid Opening:**	**1:00 PM**	**Solicitation ID Number:**	**IFB-24-68**

Solicitation Title: SE 14th Street CIPP Sewer Lining Project

				Bidders:	**Gulf Coast Underground, LLC**		**Humbard Contracting, Inc.**	
Line Item	**Estimated Quantity**	**Unit of Measure**	**Description**		**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
1	1	LS	Traffic Control Plan, As Specified		$4,862.00	$4,862.00	$1,500.00	$1,500.00
2	1	LS	Traffic Control on Sidewalk, Trail, and Roadway, As Specified		$37,500.00	$37,500.00	$7,500.00	$7,500.00
3	1	LS	Heavy Cleaning and Debris Removal per Provided CCTV		$4,862.00	$4,862.00	$49,000.00	$49,000.00
4	1,154	LF	UV Cured CIPP Rehabilitation (10in) - this shall include sealing off the liner at the manholes and light cleaning		$77.00	$88,858.00	$76.25	$87,992.50
5	1,638	LF	UV Cured CIPP Rehabilitation (8in) - this shall include sealing off the liner at the manholes and light cleaning		$83.00	$135,954.00	$65.00	$106,470.00
6	1	LS	Surface Remediation		$9,723.00	$9,723.00	$12,000.00	$12,000.00
7	10	EA	Quality Control Testing		$973.00	$9,730.00	$550.00	$5,500.00
8	1	LS	Bypass Sewage Pumping		$6,945.00	$6,945.00	$75,000.00	$75,000.00
				Total Bid Price	**$298,434.00**		**$344,962.50**	

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

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/12/2024	**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 award bid IFB-24-70 - IDIQ Water Service Line Replacement
Action Recommendation & Justification:	Staff requests a Resolution to award IFB-24-70 IDIQ to both Calcon, Inc. and MO-ARK Utilities per the attached unit prices. Calcon, Inc. was the lowest responsive bidder with MO-ARK Utilities the second lowest. Each contract will be for a one year term, not to exceed $500,000.00 per year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Due to the increased failure rate of City water service lines exceeding our existing staff and current IDIQ contractor's ability to meet demand, it is necessary to bid this replacement work out. This is an aggressive, turnkey measure being taken to help mitigate the City's water loss as quickly as possible. Each contractor will be required to replace an average of 45 service lines within a calendar month. The bid includes all excavation work, new service line install, and all associated surface restoration.
Amount for Approval:	**$** $1,000,000.00 ($500,000.00 per contract)

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
503020-44450	Pub Works by Proj Maint	$ 1,000,000	$
		$	$
		$	$
		$	$

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 by Utility Fund Reserves.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	10/10/2024	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-24-70

Solicitation Title: Indefinite Delivery - Indefinite Quanitiy (IDIQ) Water Service Line Replacement Work

				Bidders:	Calcon, Inc		Goins Enterprises, Inc		Mo-Ark Utilities	
Line Item	**Estimated Quantity**	**Unit of Measure**	**Description**		**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
Unit Prices: Concrete Work										
All concrete work shall include demolition and haul off.										
1	100	LF	Construct curb and gutter per Street Specifications (include base in price)		$200.00	$20,000.00	$75.00	$7,500.00	$95.00	$9,500.00
2	100	SY	Construct sidewalks per Street Specifications (include base in price)		$360.00	$36,000.00	$135.00	$13,500.00	$195.00	$19,500.00
3	100	SY	Construct driveways (include base in price)		$360.00	$36,000.00	$135.00	$13,500.00	$195.00	$19,500.00
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 70ft. All services must be installed with PEX A service line material with tracer wire. Long side services must be installed in a 2" conduit. All yard work shall be included in these line items. Seed or Sod will be required to match existing species.										
4	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)		$2,630.00	$657,500.00	$4,500.00	$1,125,000.00	$3,275.00	$818,750.00
5	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft)		$2,905.00	$726,250.00	$5,000.00	$1,250,000.00	$4,075.00	$1,018,750.00
6	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)		$3,305.00	$826,250.00	$5,000.00	$1,250,000.00	$4,187.00	$1,046,750.00
7	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 8 ft to 13 ft)		$3,580.00	$895,000.00	$5,500.00	$1,375,000.00	$4,987.00	$1,246,750.00
8	250	EA	Furnish and Install New Service Line Only 1" Main Side (No excavation needed)		$675.00	$168,750.00	$2,000.00	$500,000.00	$450.00	$112,500.00
9	250	EA	Furnish and Install New Service Line Only 1" Long Side (No excavation needed)		$810.00	$202,500.00	$2,300.00	$575,000.00	$675.00	$168,750.00
Unit Prices: Directional Boring										
Long side services generally cross city streets that are 20' to 30' back of curb to back of curb. The bore includes 2" conduit and shall extend 2' behind the curb.										
10	30000	LF	Directional Boring of 2" conduit. (long side only)		$60.00	$1,800,000.00	$40.00	$1,200,000.00	$64.00	$1,920,000.00
Labor Rate										
11	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)		$50.00	$50.00	$95.00	$95.00	$50.00	$50.00
12	1	Per Hour	Equipement 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 labor rates in addition to all other costs)		$200.00	$200.00	$220.00	$220.00	$150.00	$150.00
				Total Bid Price	**$5,368,250.00**		**$7,309,500.00**		**$6,380,750.00**	
Surcharge for Priority Start (within 7 calendar days of Work Assignment Date)					**$2,500.00**		**$500.00**		**$1,200.00**	
Surcharge for Emergency Start (within 12 hours of written notification)					**$5,000.00**		**$2,000.00**		**$4,500.00**	
					**Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.*		**Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.*		**Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.*	

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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: IFB-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement Work

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Calcon, Inc., 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-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement Work (attached hereto as **Exhibit B**).

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____. The primary contact for the City shall be the City of Bentonville Water Utility Construction Manager, 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. Contractor shall be available to begin services within two (2) weeks from the Effective Date of this Contract, and shall be available after that date in accordance with this Contract and the Exhibits attached hereto, as directed by the City's contact, on an as needed basis.

c. Contractor shall be in an on-call rotation based on the Bid Tabulation (attached hereto as **Exhibit C**) with the second lowest bidder.

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

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

a. Initial Meeting. Representatives of the City and the Contractor shall meet prior to performance of the work, to review the scope of the work to be completed.

b. Specifications. All work shall confirm to the specifications in the Exhibits attached hereto.

c. Delays. Any decision to delay scheduled work shall be pre-approved by the City's contact and shall be confirmed between the Parties in writing. The work shall resume and take place as directed by the City.

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

e. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. 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.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the per unit cost as defined in **Exhibit C** of this Contract for actual work performed. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. There shall be no change in fees permitted during the original term of this Contract or for any mutually agreed upon renewal year.

a. All schedules shall be in accordance with the Exhibits attached hereto.

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, for work completed, to the City's Contact for review. 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-24-70.

a. Invoices submitted correctly and in accordance with these procedures are paid within thirty (30) days of approved Invoice Submission. Failure to adhere to the invoicing requirements will result in delayed payment.

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 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. 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**.

a. U.S. Dirt Works

1. Work to be performed: Directional Boring
2. Does Subcontractor's portion exceed $50,000.00: No

b. Schooley Brothers Excavation

1. Work to be performed: Service Connections and Landscaping
2. Does Subcontractor's portion exceed $50,000.00: No

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. 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.

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices 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.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal

taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas 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.

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

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

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

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

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

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

be valid and enforceable.

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

[Signature Page Follows]

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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

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:_____

Calcon, Inc.

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-24-70

BID BOND PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS,

That we, CALCON, INC. hereinafter called the Principal, and MERCHANTS NATIONAL BONDING, INC , a Corporation duly organized under the laws of the State of IOWA , as Surety, hereinafter called the Surety, are held and firmly bound unto , CITY OF BENTONVILLE ARKANSAS, as Obligee, hereinafter called the Obligee, in the sum of Five percent, (5)% of the amount bid, for the 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 IDIQ WATER SERVICE LINE REPLACEMENT WORK (IFB)-24-70, AS SPECIFIED

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by such bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10TH day of OCTOBER, 2024

CALCON, INC. ,
(Principal)

By K Sanguin

Merchants National Bonding, INC ,

By

GRANT WEBB (Attorney-in-fact)

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Grant Webb; Jason Smith; Jeremy Davis; Lexi De Vore; Sarah Crowder

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

(Expiration of notary's commission does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10TH day of OCTOBER , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

License No. 0180570425

ID #22439

State of Arkansas

Commercial Contractors Licensing Board

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

This is to Certify That CALCON, INC., D/B/A CALCON LA INC

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

BUILDING
- (COMMERCIAL & RESIDENTIAL)

This contractor has an unlimited suggested bid limit.

from April 12, 2024 **until** April 30, 2025 **when this Certificate expires.**

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

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

April 12, 2024 - dsa

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/9/2023

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

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

PRODUCER
Joe Bentley
3914 Massard Road
Fort Smith AR 72903

License#: 100111186

CONTACT NAME: Staci Johnson
PHONE (A/C, No, Ext): 479-878-3470 **FAX (A/C, No):** 479-675-2987
E-MAIL ADDRESS: sjohnson@fwbank.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Casualty	24074
INSURER B : Crum & Forster Indemnity Company	31348
INSURER C : United States Fire Insurance Company	21113
INSURER D : Evanston Insurance Company	
INSURER E :	
INSURER F :	

INSURED
Calcon, Inc.
10620 Hwy 72 West
Bentonville AR 72712

CALCINC-01

COVERAGES **CERTIFICATE NUMBER:** 1010449502 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	04GL1112426	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	506-908032-3	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			XOBW9849723	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		408-746006-1	11/1/2023	11/1/2024	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

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

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

Excluded Officers:
See Attached...

CERTIFICATE HOLDER

City of Bentonville
305 SW A Street
Bentonville AR 72712
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Calcon, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10620 Hwy 72 West

6 City, state, and ZIP code

Bentonville, AR 72712

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

7	1	–	0	7	9	0	2	2	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ K Sanguin | **Date** ▶ 1.02.2024

General Instructions

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

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

Purpose of Form

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

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

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

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

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-24-70	**Solicitation Title:**	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER SERVICE LINE REPLACEMENT WORK
Addendum Number:	1	**Date of Issuance:**	October 4, 2024

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated September 22, 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 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 October 1, 2024 at 2:00 PM:

Line Number	Submitted Question	City's Response
1.	Leaking service / non leaking service?	The expectation is to fix and upgrade any additional leaks. Contractor shall communicate with the Department Contact on any updates and the City will enter an additional ticket.
2.	Will there be occasional doubles if come across necessary additional upgrades due to discovered leaks?	Yes.

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.	Will there be inspectors along the job?	In the beginning yes, until relationship is firm. The City encourages using the Time Stamp App to take before and after photos with detailed notes. The City will provide additional staff if needed requested by awarded contractor. If subcontractors are present, it is the duty of the contractor to conduct inspections of the subcontractors' work.
4.	Are there permits?	The work assignment is the permit. Contractor shall communicate with the City if certain situations come up and an additional permit is required.
5.	Per the 'Not to Exceed 20ft' clause, how best to approach if needed.	The City will evaluate each situation on a case-by-case basis. Expectations are that short side service lines should not exceed 20ft as our subdivision utility layout design prevents this in most instances.
6.	Is the expectation to warn customers of water shut off?	Yes, the expectation is for the Contractor to notify customers that workers will be on site, and water will be shut off. Water service cannot be shut off if no one is present, and any interruptions should last only a few hours.
7.	Will door hangers be provided?	Yes, expectation is to distribute the day before for the Contractor to distribute throughout each work order.
8.	Who is the contact on the door hanger?	The Contractor shall be the contact. Door hangers will have blank spaces to enter contact information, phone number is required.
9.	What if we hit rock?	If the contractor hits rock that cannot be bored through, the contractor must notify the City. The address will be nullified and another will be added in it's place.
10.	Does the City provide dirt?	No, Contractor shall provide their own dirt pile and dispose of any extra.
11.	Will a bond be required for subcontractor?	The City only requires the awarded bidder to provide Performance and Payment bonds.

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
12.	Per the pre-construction meeting, of the 24 neighborhoods which ones will be first priority for this first year contract?	The contractor will work based off a prioritized list provided by the City.
13.	What is the expectation of Sod/seed and straw living after installing due to resident neglect and weather conditions due to time of year?	Contractor will not be responsible for watering the seed and straw. However, the sod must be green, new, and fresh when placed.
14.	What is expectation on weather conditions holding up production on "45 services/month"?	The contractor shall be prepared to work in all weather conditions.
15.	Will there be any changes to material specifications throughout the duration of this contract?	We do not expect any changes.

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

1.0 The awarded bidder is expected to act as an extension of the City and shall remain professional and approachable when speaking to employees and residents. Upgrades shall match prior to replacement as close as possible, as Bentonville demographic has high expectations.

2.0 Scope focuses on replacing service lines that were improperly installed in 2006, which account for 90% of leaks, particularly affecting 1,423 addresses in 2006 subdivisions. A minimum of 45 service line replacements per month is required, and this standard is strictly enforced due to the high level of service needed. Currently, there are 100 work orders in place, along with 170 newly identified leaks. The City will work with the two awarded bidders to equally distribute work orders to ensure deadlines are met.

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

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

FOR PUBLICATION

PUBLICATION DATES: SEPTEMBER 22, 2024; SEPTEMBER 29, 2024

NOTICE TO BIDDERS

INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER SERVICE LINE REPLACEMENT WORK

Invitation For Bid (IFB)-24-70

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: water service line replacement and all associated work including but not limited to tracer wire, yard repair, sidewalk repair, street repair and installation of the a conduit crossing the right of way for services crossing the street from the water main consistent with the City of Bentonville Water Utilities Specifications. The intent is to leave the corporation stop and meter set(s) replacing the service line material 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-24-70 Bidding Documents.

There will be an OPTIONAL Pre-Bid Meeting held on Tuesday, October 1, 2024 at 2:00 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 2:00 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.

There will be a Public Bid Opening for IFB-24-70 held at 1:00 PM CST on Thursday, October 10, 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 October 4, 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
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-24-70	**Date of Issuance:**	SEPTEMBER 22, 2024 SEPTEMBER 29, 2024
Description:	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER SERVICE LINE REPLACEMENT WORK		
Requesting Department:	CITY OF BENTONVILLE VARIOUS DEPARTMENTS		
Purchasing Department (Buyer):	KELSI FREDERICK, PURCHASING MANAGER		
Pre-Bid Meeting Information:	TUESDAY, OCTOBER 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:	**OCTOBER 10, 2024 AT 1:00 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor – IFB-24-70** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

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

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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Calcon Inc **Phone Number:** 479-273-5558

Business Address (Full Street/City/State/Zip): 10620 hwy 72 West, Bentonville Ar. 72712

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

Name of Contact Person: Jack Moody **Email:** jack@calconinc.com

Signature of Authorized Person: Jack Moody **Date:** 10-9-24

Printed or Typed Name: Jack Moody **Title:** Director of Operations

Arkansas Contractor's License Number: 0180570425 **(REQUIRED)**

Sales or Use Tax ID Number: _____

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: water service line replacement and all associated work including but not limited to tracer wire, yard repair, sidewalk repair, street repair and installation of the a conduit crossing the right of way for services crossing the street from the water main consistent with the City of Bentonville Water Utilities Specifications. The intent is to leave the corporation stop and meter set(s) replacing the service line material 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 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.

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.

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-24-70 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.

_x_NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

_____

_____

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17. PRE-BID MEETING

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

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)
__In Person __Zoom or Other Virtual Method
_X_Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)
_X_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 Tuesday, October 1, 2024 at 2:00 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.

_X_Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be for 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.

The Not to Exceed Contract amount for the entire term of the Contract (should both renewal options be utilized) is $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).

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.**

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

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 system due to the unmanageable water leaks associated with poor installation or poor service line material. This scope of work will allow us to use a 3rd party contractor to replace the failing water service lines.

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: water service line replacement and all associated work including but not limited to tracer wire, yard repair, sidewalk repair, street repair and installation of the a conduit crossing the right of way for services crossing the street from the water main consistent with the City of Bentonville Water Utilities Specifications. The intent is to leave the corporation stop and meter set(s) replacing the service line material 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

All Service line replacements shall be made with PEX A material consistent with the specifications.

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. The Not to Exceed Contract amount for the entire term of the Contract (should both renewal options be utilized) is $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).

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. The City expects the contractor to average 45 (forty-five) services replacement a calendar month. 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-24-70, 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).

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Intent to Issue a Single Contract:

The City intends to award this Bid (IFB-24-70) 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. In the event that the City finds in its best interest to award Multiple Contracts then the two (2) lowest, most responsible, and responsive bidders shall be awarded the contract. If there are multiple awards, the City will split the work based on Work Order Assignments.

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.

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 contractor will be required to provide all street bores for long side services including the 2" conduit for the water service line. This shall be included in the work assignment and invoice. Separate invoices for boring services or other sub-contract work will not be accepted or paid.

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.

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-24-70 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): _____November 12, 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): _x_ AS SPECIFIED __ ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

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

Work Beginning: Work will begin within 10 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.	jdm
Proof of insurance, or the ability to acquire, as defined herein.	jdm
5% Bid Guarantee, as specified herein.	jdm
APPENDIX A: SUBCONTRACTOR DISCLOSURE (completed, if applicable)	jdm
APPENDIX B: NON-COLLUSION AFFIDAVIT (completed and notarized)	jdm
APPENDIX C: BIDDER QUALIFICATIONS (completed)	jdm
APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (completed)	jdm
APPENDIX E: SPECIFICATIONS (completed)	jdm
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** / **DATE OF ISSUANCE** #1 — October 4, 2024 _____ _____	jdm

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

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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UNIT PRICE BID FORM

BID ITEM	EST. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Unit Prices: Concrete Work		
			All concrete work shall include demolition and haul off.		
1	100	LF	Construct curb and gutter per Street Specifications (include base in price)	$ 200.00	$ 20,000.00
2	100	SY	Construct sidewalks per Street Specifications (include base in price)	$ 360.00	$ 36,000.00
3	100	SY	Construct driveways (include base in price)	$ 360.00	$ 36,000.00
			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 70ft. All services must be installed with PEX A service line material with tracer wire. Long side services must be installed in a 2" conduit. All yard work shall be included in these line items. Seed or Sod will be required to match existing species.		
4	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)	$ 2,630.00	$ 657,500.00
5	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft)	$ 2,905.00	$ 726,250.00
6	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)	$ 3,305.00	$ 826,250.00
7	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 8 ft to 13 ft)	$ 3,580.00	$ 895,000.00
8	250	EA	Furnish and Install New Service Line Only 1" Main Side (No excavation needed)	$ 675.00	$ 168,750.00
9	250	EA	Furnish and Install New Service Line Only 1" Long Side (No excavation needed)	$ 810.00	$ 202,500.00
			Unit Prices: Directional Boring		
			Long side services generally cross city streets that are 20' to 30' back of curb to back of curb. The bore includes 2" conduit and shall extend 2' behind the curb.		
10	30,000	LF	Directional Boring of 2" conduit. (long side only)	$ 60.00	$ 1,800,000.00
			Labor Rate		
11	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)	$ 50	$ 50.00
12	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)	$ 200	$ 200.00

Total Bid Price (In Numbers) ***The Total Bid Price is the Sum of all Extended Prices in the Unit Bid Form above.**	$ 5,368,500.00
Total Bid Price (In Words):	$ five million three hundred sixty-eight thousand five hundred **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): $ $2,500.00 **Flat Fee**

Surcharge for Emergency Start (within 12 hours of written notification): $ $5,000.00 **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: Calcon inc. By (Authorized Person's Signature): Jack Moody

Printed Name and Title: Jack Moody Director of operations

Date: 10-9-24

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

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

Arkansas State Contractor's License Number (REQUIRED): 0180570425

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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.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

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

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

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

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

37. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department at (479) 271-3115.

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

APPENDIX A

SUBCONTRACTOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)

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

SUBCONTRACTOR DISCLOSURE

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

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

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

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

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.
U.S. Dirt Works		Directional Boring	N
Schooley Brothers Excavation		Service connections and Landscaping	N

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APPENDIX B

NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)

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

NON-COLLUSION AFFIDAVIT

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

State of Arkansas

County of Benton

I Jack Moody (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: Jack Moody

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

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 9 day of October, 2024

Notary Public Signature: Kellie Sangwin My commission expires: 2-26-2031

Seal:

STATE OF ARKANSAS NOTARY PUBLIC

KELLIE SANGWIN
MY COMMISSION # 12713488
EXPIRES: February 26, 2031
Benton County

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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APPENDIX C

BIDDER QUALIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

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

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall 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:	Calcon Inc	Contact Person (Name):	Jack Moody
Contact Person (Phone):	479-685-4969	Contact Person (Email):	Jack@calconinc.com
Company Address:	10620 hwy 72 W Bentonville Ar. 72712		

Primary Business Activity Description:

Commercial and Residential General Contractor.
utility contractor

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

[X] Arkansas Contractors License [ ] Other (List all applicable)

_____
_____
_____

Arkansas Contractors License Number: 0180570425 **Expiration Date:** 04-30-2025

Average Number of Employees Per Year – Last 3 Years:

Year: 2021	Year: 2022	Year: 2023
# of Employees: 35	# of Employees: 40	# of Employees: 30

Annual Dollar Volume Per Year – Last 3 Years:

Year:2021	Year: 2022	Year: 2023
$ $18,000,000.00	$ $21,5000,000.00	$ $20,170,000.00

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
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(Form continues on following page)

Largest Contract Currently in Progress:

Title/Description: Springdale's Best Storage

Customer/Owner: Springdale's Best Storage

Contact Name: Drew Mayer Phone: 479-685-6123 Email: drew@calconinc.com

Dollar Value of Contract: $ $3,500,000.00

Scheduled Completion: May 2025

Current Major Contracts in Progress:

1.

Project Description:	Deer Creek multifamily development		
Project Title:	Deer Creek	Size (Dollar Value):	$1,750,000.00
Customer Contact (Name):	Tom Underwood	Phone Number:	479-644-4350
Customer Email:	tcuenterprize@gmail.com	Estimated Completion Date:	January 2026

2.

Project Description:	Madison Heights		
Project Title:	Madison Heights	Size (Dollar Value):	$3,000,000.00
Customer Contact (Name):	Chris Callis	Phone Number:	479-715-2540
Customer Email:	chris@calconinc.com	Estimated Completion Date:	June 2026

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.

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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:	City of Elm Springs	Size (Dollar Value):	$50,000.00
Type of Work:	forced main sewer		
Customer Contact (Name):	Tommy Garrett	Phone Number:	479-640-0516
Completion Date:	actively working on as needed basis		
Description of Work			
Installing turn key forced main sewer services and repairs			

2.

Customer/Location:	Centerton water utilities	Size (Dollar Value):	$75,000.00
Type of Work:	Installing water sleeves		
Customer Contact (Name):	Matt Renick	Phone Number:	479-640-0516
Completion Date:	actively working on as needed basis		
Description of Work			
Directional borring encasements for water and sewer services			

3.

Customer/Location:	City of Bentonville	Size (Dollar Value):	$600,000.00
Type of Work:	boring and trenching		
Customer Contact (Name):	John Thompson	Phone Number:	479-619-9263
Completion Date:	Currently under contract		
Description of Work			
boring and trenching services on as needed basis			

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
PURCHASING DEPARTMENT
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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: Calcon Inc./Chris Callis

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

Immediate Relation includes:

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

Tony Howard -BEUD/Brother in law

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.**

jdm Initials

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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APPENDIX E

SPECIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

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

SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

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

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.	x	

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.

_xAgree (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.

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

Reasoning:_____

_____

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

EXAMPLE WORK ASSIGNMENT FORM

IFB-24-70 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 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**

*Attach additional Work Assignment information following this document.

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-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement 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: SEPTEMBER 22, 2024; SEPTEMBER 29, 2024

NOTICE TO BIDDERS

INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER SERVICE LINE REPLACEMENT WORK

Invitation For Bid (IFB)-24-70

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: water service line replacement and all associated work including but not limited to tracer wire, yard repair, sidewalk repair, street repair and installation of the a conduit crossing the right of way for services crossing the street from the water main consistent with the City of Bentonville Water Utilities Specifications. The intent is to leave the corporation stop and meter set(s) replacing the service line material 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-24-70 Bidding Documents.

There will be an OPTIONAL Pre-Bid Meeting held on Tuesday, October 1, 2024 at 2:00 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 2:00 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.

There will be a Public Bid Opening for IFB-24-70 held at 1:00 PM CST on Thursday, October 10, 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 October 4, 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
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-24-70	**Date of Issuance:**	SEPTEMBER 22, 2024 SEPTEMBER 29, 2024
Description:	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER SERVICE LINE REPLACEMENT WORK		
Requesting Department:	CITY OF BENTONVILLE VARIOUS DEPARTMENTS		
Purchasing Department (Buyer):	KELSI FREDERICK, PURCHASING MANAGER		
Pre-Bid Meeting Information:	TUESDAY, OCTOBER 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:	**OCTOBER 10, 2024 AT 1:00 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor – IFB-24-70** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

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

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

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is 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: water service line replacement and all associated work including but not limited to tracer wire, yard repair, sidewalk repair, street repair and installation of the a conduit crossing the right of way for services crossing the street from the water main consistent with the City of Bentonville Water Utilities Specifications. The intent is to leave the corporation stop and meter set(s) replacing the service line material 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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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

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 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.

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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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-24-70 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 __Other (Specify Below)

_____

_____

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17. PRE-BID MEETING

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

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)
__In Person __Zoom or Other Virtual Method
_X_Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)
_X_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 Tuesday, October 1, 2024 at 2:00 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.

_X_Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be for 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.

The Not to Exceed Contract amount for the entire term of the Contract (should both renewal options be utilized) is $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).

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.**

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

SECTION 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 system due to the unmanageable water leaks associated with poor installation or poor service line material. This scope of work will allow us to use a 3rd party contractor to replace the failing water service lines.

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: water service line replacement and all associated work including but not limited to tracer wire, yard repair, sidewalk repair, street repair and installation of the a conduit crossing the right of way for services crossing the street from the water main consistent with the City of Bentonville Water Utilities Specifications. The intent is to leave the corporation stop and meter set(s) replacing the service line material 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

All Service line replacements shall be made with PEX A material consistent with the specifications.

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. The Not to Exceed Contract amount for the entire term of the Contract (should both renewal options be utilized) is $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).

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. The City expects the contractor to average 45 (forty-five) services replacement a calendar month. 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-24-70, 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-24-70) 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. In the event that the City finds in its best interest to award Multiple Contracts then the two (2) lowest, most responsible, and responsive bidders shall be awarded the contract. If there are multiple awards, the City will split the work based on Work Order Assignments.

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.

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 contractor will be required to provide all street bores for long side services including the 2" conduit for the water service line. This shall be included in the work assignment and invoice. Separate invoices for boring services or other sub-contract work will not be accepted or paid.

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.

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-24-70 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): _____November 12, 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]

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SECTION 4: BIDDER ACKNOWLEDGEMENTS

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

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	_____
Proof of insurance, or the ability to acquire, as defined herein.	_____
5% Bid Guarantee, as specified herein.	_____
APPENDIX A: 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. **ADDENDUM NUMBER** **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____	_____

[This Space Has Been Intentionally Left Blank]

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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

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UNIT PRICE BID FORM

BID ITEM	EST. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Unit Prices: Concrete Work		
			All concrete work shall include demolition and haul off.		
1	100	**LF**	Construct curb and gutter per Street Specifications (include base in price)	**$**	**$**
2	100	**SY**	Construct sidewalks per Street Specifications (include base in price)	**$**	**$**
3	100	**SY**	Construct driveways (include base in price)	**$**	**$**
			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 70ft. All services must be installed with PEX A service line material with tracer wire. Long side services must be installed in a 2" conduit. All yard work shall be included in these line items. Seed or Sod will be required to match existing species.		
4	250	**EA**	Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)	**$**	**$**
5	250	**EA**	Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft)	**$**	**$**
6	250	**EA**	Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)	**$**	**$**
7	250	**EA**	Furnish and Install New service line 1", Long Side (Includes all excavation at 8 ft to 13 ft)	**$**	**$**
8	250	**EA**	Furnish and Install New Service Line Only 1" Main Side (No excavation needed)	**$**	**$**
9	250	**EA**	Furnish and Install New Service Line Only 1" Long Side (No excavation needed)	**$**	**$**
			Unit Prices: Directional Boring		
			Long side services generally cross city streets that are 20' to 30' back of curb to back of curb. The bore includes 2" conduit and shall extend 2' behind the curb.		
10	30,000	**LF**	Directional Boring of 2" conduit. (long side only)	**$**	**$**
			Labor Rate		
11	**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)	**$**	**$**
12	**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):_____

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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.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

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

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

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

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

37. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department at (479) 271-3115.

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

APPENDIX A

SUBCONTRACTOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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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.

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APPENDIX B

NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)

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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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NON-COLLUSION AFFIDAVIT

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

State of _____

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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PURCHASING DEPARTMENT
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APPENDIX C

BIDDER QUALIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

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

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall 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:		Contact Person (Name):	
Contact Person (Phone):		Contact Person (Email):	
Company Address:			

Primary Business Activity Description:

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

☐ Arkansas Contractors License ☐ Other (List all applicable)

_____

_____

_____

Arkansas Contractors License Number:_____ Expiration Date:_____

Average Number of Employees Per Year – Last 3 Years:

Year:_____	Year:_____	Year:_____
# of Employees: _____	# of Employees: _____	# of Employees: _____

Annual Dollar Volume Per Year – Last 3 Years:

Year:_____	Year:_____	Year:_____
$ _____	$ _____	$ _____

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(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			

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]

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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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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
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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APPENDIX E

SPECIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

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

SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

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

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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APPENDIX F

EXAMPLE WORK ASSIGNMENT FORM

IFB-24-70 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 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**

*Attach additional Work Assignment information following this document.

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-24-70	**Solicitation Title:**	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER SERVICE LINE REPLACEMENT WORK
Addendum Number:	1	**Date of Issuance:**	October 4, 2024

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated September 22, 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 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 October 1, 2024 at 2:00 PM:

Line Number	Submitted Question	City's Response
1.	Leaking service / non leaking service?	The expectation is to fix and upgrade any additional leaks. Contractor shall communicate with the Department Contact on any updates and the City will enter an additional ticket.
2.	Will there be occasional doubles if come across necessary additional upgrades due to discovered leaks?	Yes.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
3.	Will there be inspectors along the job?	In the beginning yes, until relationship is firm. The City encourages using the Time Stamp App to take before and after photos with detailed notes. The City will provide additional staff if needed requested by awarded contractor. If subcontractors are present, it is the duty of the contractor to conduct inspections of the subcontractors' work.
4.	Are there permits?	The work assignment is the permit. Contractor shall communicate with the City if certain situations come up and an additional permit is required.
5.	Per the 'Not to Exceed 20ft' clause, how best to approach if needed.	The City will evaluate each situation on a case-by-case basis. Expectations are that short side service lines should not exceed 20ft as our subdivision utility layout design prevents this in most instances.
6.	Is the expectation to warn customers of water shut off?	Yes, the expectation is for the Contractor to notify customers that workers will be on site, and water will be shut off. Water service cannot be shut off if no one is present, and any interruptions should last only a few hours.
7.	Will door hangers be provided?	Yes, expectation is to distribute the day before for the Contractor to distribute throughout each work order.
8.	Who is the contact on the door hanger?	The Contractor shall be the contact. Door hangers will have blank spaces to enter contact information, phone number is required.
9.	What if we hit rock?	If the contractor hits rock that cannot be bored through, the contractor must notify the City. The address will be nullified and another will be added in it's place.
10.	Does the City provide dirt?	No, Contractor shall provide their own dirt pile and dispose of any extra.
11.	Will a bond be required for subcontractor?	The City only requires the awarded bidder to provide Performance and Payment bonds.

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
12.	Per the pre-construction meeting, of the 24 neighborhoods which ones will be first priority for this first year contract?	The contractor will work based off a prioritized list provided by the City.
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14.	What is expectation on weather conditions holding up production on "45 services/month"?	The contractor shall be prepared to work in all weather conditions.
15.	Will there be any changes to material specifications throughout the duration of this contract?	We do not expect any changes.

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

1.0 The awarded bidder is expected to act as an extension of the City and shall remain professional and approachable when speaking to employees and residents. Upgrades shall match prior to replacement as close as possible, as Bentonville demographic has high expectations.

2.0 Scope focuses on replacing service lines that were improperly installed in 2006, which account for 90% of leaks, particularly affecting 1,423 addresses in 2006 subdivisions. A minimum of 45 service line replacements per month is required, and this standard is strictly enforced due to the high level of service needed. Currently, there are 100 work orders in place, along with 170 newly identified leaks. The City will work with the two awarded bidders to equally distribute work orders to ensure deadlines are met.

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

IFB-24-70 Pre-Bid Meeting Notes/Agenda

IFB-24-70:

1. **Open Meeting (Purchasing)**
    a. Welcome
    b. Solicitation ID and Title: IFB-24-70 Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement 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
Jessica Engel	Purchasing Specialist
Meghan Dillard	Purchasing Specialist
Beau Thompson	Technical Services Manager
Loran Shipman	Sewer Supervisor
Donnie Schmidt	Water Utility Construction Manager
Preston Newbill	Deputy Director Water Utility
Jimmy Wiltgen	Water Distribution Supervisor

    e. Attendee introductions:

Name	Company Name
Justin Cummings	Dean Crowder Construction
Bill Tate	Dean Crowder Construction
Candy Ward	Mo-Ark Utilities
Ronnie Ward	Mo-Ark Utilities
Jason Hickman	Hickman Underground LLC
Jack Moody	Calcon Inc
Garrett Nickel	Calcon Inc

    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, October 10, 2024, at 1:00 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)

IFB-24-70 Pre-Bid Meeting Notes/Agenda

ii. Stairway – fill in last minute pricing in lobby etc. – get in before 1:00 PM.
iii. SEAL YOUR ENVELOPE – correct number – IFB-24-70
- We cannot accept unsealed envelopes.

c. **Question Deadline:** October 4, 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. **Performance and Payment Bonds:** In an amount at least equal to Not to Exceed Contract Amount of $500,000.

f. **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. There as been no Addenda or RFI Responses issued as of October 1, 2024.

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-24-70 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.*

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	10/10/2024	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-24-70

Solicitation Title: Indefinite Delivery - Indefinite Quanitiy (IDIQ) Water Service Line Replacement Work

				Bidders:	Calcon, Inc		Goins Enterprises, Inc		Mo-Ark Utilities	
Line Item	**Estimated Quantity**	**Unit of Measure**	**Description**		**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
Unit Prices: Concrete Work										
All concrete work shall include demolition and haul off.										
1	100	LF	Construct curb and gutter per Street Specifications (include base in price)		$200.00	$20,000.00	$75.00	$7,500.00	$95.00	$9,500.00
2	100	SY	Construct sidewalks per Street Specifications (include base in price)		$360.00	$36,000.00	$135.00	$13,500.00	$195.00	$19,500.00
3	100	SY	Construct driveways (include base in price)		$360.00	$36,000.00	$135.00	$13,500.00	$195.00	$19,500.00
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 70ft. All services must be installed with PEX A service line material with tracer wire. Long side services must be installed in a 2" conduit. All yard work shall be included in these line items. Seed or Sod will be required to match existing species.										
4	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)		$2,630.00	$657,500.00	$4,500.00	$1,125,000.00	$3,275.00	$818,750.00
5	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft)		$2,905.00	$726,250.00	$5,000.00	$1,250,000.00	$4,075.00	$1,018,750.00
6	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)		$3,305.00	$826,250.00	$5,000.00	$1,250,000.00	$4,187.00	$1,046,750.00
7	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 8 ft to 13 ft)		$3,580.00	$895,000.00	$5,500.00	$1,375,000.00	$4,987.00	$1,246,750.00
8	250	EA	Furnish and Install New Service Line Only 1" Main Side (No excavation needed)		$675.00	$168,750.00	$2,000.00	$500,000.00	$450.00	$112,500.00
9	250	EA	Furnish and Install New Service Line Only 1" Long Side (No excavation needed)		$810.00	$202,500.00	$2,300.00	$575,000.00	$675.00	$168,750.00
Unit Prices: Directional Boring										
Long side services generally cross city streets that are 20' to 30' back of curb to back of curb. The bore includes 2" conduit and shall extend 2' behind the curb.										
10	30000	LF	Directional Boring of 2" conduit. (long side only)		$60.00	$1,800,000.00	$40.00	$1,200,000.00	$64.00	$1,920,000.00
Labor Rate										
11	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)		$50.00	$50.00	$95.00	$95.00	$50.00	$50.00
12	1	Per Hour	Equipement 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 labor rates in addition to all other costs)		$200.00	$200.00	$220.00	$220.00	$150.00	$150.00
				Total Bid Price	**$5,368,250.00**		**$7,309,500.00**		**$6,380,750.00**	
Surcharge for Priority Start (within 7 calendar days of Work Assignment Date)					**$2,500.00**		**$500.00**		**$1,200.00**	
Surcharge for Emergency Start (within 12 hours of written notification)					**$5,000.00**		**$2,000.00**		**$4,500.00**	
					**Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.*		**Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.*		**Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.*	

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

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305 SW A Street
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CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: IFB-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement Work

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Mo-Ark Utilities, 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-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement Work (attached hereto as **Exhibit B**).

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____. The primary contact for the City shall be the City of Bentonville Water Utility Construction Manager, 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. Contractor shall be available to begin services within two (2) weeks from the Effective Date of this Contract and shall be available after that date in accordance with this Contract and the Exhibits attached hereto, as directed by the City's contact, on an as needed basis.

c. Contractor shall be in an on-call rotation based on the Bid Tabulation (attached hereto as **Exhibit C**) with the first lowest bidder.

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

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

a. Initial Meeting. Representatives of the City and the Contractor shall meet prior to performance of the work, to review the scope of the work to be completed.

b. Specifications. All work shall confirm to the specifications in the Exhibits attached hereto.

c. Delays. Any decision to delay scheduled work shall be pre-approved by the City's contact and shall be confirmed between the Parties in writing. The work shall resume and take place as directed by the City.

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

e. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. 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.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the per unit cost as defined in **Exhibit C** of this Contract for actual work performed. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. There shall be no change in fees permitted during the original term of this Contract or for any mutually agreed upon renewal year.

a. All schedules shall be in accordance with the Exhibits attached hereto.

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, for work completed, to the City's Contact for review. 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-24-70.

a. Invoices submitted correctly and in accordance with these procedures are paid within thirty (30) days of approved Invoice Submission. Failure to adhere to the invoicing requirements will result in delayed payment.

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 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. 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**.

a. Hickman Underground, LLC

1. Work to be performed: Directional Boring
2. Does Subcontractor's portion exceed $50,000.00: Yes
3. Contractor's License: ARK 0449600225

b. Jackson Brothers Concrete

1. Work to be performed: Concrete

2. Does Subcontractor's portion exceed $50,000.00: No

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. 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.

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices 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.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal

taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas 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.

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

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

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

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

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

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

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

[Signature Page Follows]

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

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

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:_____

Mo-Ark Utilities

Address:_____

_____

_____

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
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EXHIBIT A

CONTRACTOR'S BID SUBMISSION TO IFB-24-70

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-24-70	**Solicitation Title:**	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER SERVICE LINE REPLACEMENT WORK
Addendum Number:	1	**Date of Issuance:**	October 4, 2024

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated September 22, 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 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 October 1, 2024 at 2:00 PM:

Line Number	Submitted Question	City's Response
1.	Leaking service / non leaking service?	The expectation is to fix and upgrade any additional leaks. Contractor shall communicate with the Department Contact on any updates and the City will enter an additional ticket.
2.	Will there be occasional doubles if come across necessary additional upgrades due to discovered leaks?	Yes.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
3.	Will there be inspectors along the job?	In the beginning yes, until relationship is firm. The City encourages using the Time Stamp App to take before and after photos with detailed notes. The City will provide additional staff if needed requested by awarded contractor. If subcontractors are present, it is the duty of the contractor to conduct inspections of the subcontractors' work.
4.	Are there permits?	The work assignment is the permit. Contractor shall communicate with the City if certain situations come up and an additional permit is required.
5.	Per the 'Not to Exceed 20ft' clause, how best to approach if needed.	The City will evaluate each situation on a case-by-case basis. Expectations are that short side service lines should not exceed 20ft as our subdivision utility layout design prevents this in most instances.
6.	Is the expectation to warn customers of water shut off?	Yes, the expectation is for the Contractor to notify customers that workers will be on site, and water will be shut off. Water service cannot be shut off if no one is present, and any interruptions should last only a few hours.
7.	Will door hangers be provided?	Yes, expectation is to distribute the day before for the Contractor to distribute throughout each work order.
8.	Who is the contact on the door hanger?	The Contractor shall be the contact. Door hangers will have blank spaces to enter contact information, phone number is required.
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11.	Will a bond be required for subcontractor?	The City only requires the awarded bidder to provide Performance and Payment bonds.

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ADDENDUM TO SOLICITATION

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15.	Will there be any changes to material specifications throughout the duration of this contract?	We do not expect any changes.

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1.0 The awarded bidder is expected to act as an extension of the City and shall remain professional and approachable when speaking to employees and residents. Upgrades shall match prior to replacement as close as possible, as Bentonville demographic has high expectations.

2.0 Scope focuses on replacing service lines that were improperly installed in 2006, which account for 90% of leaks, particularly affecting 1,423 addresses in 2006 subdivisions. A minimum of 45 service line replacements per month is required, and this standard is strictly enforced due to the high level of service needed. Currently, there are 100 work orders in place, along with 170 newly identified leaks. The City will work with the two awarded bidders to equally distribute work orders to ensure deadlines are met.

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IFB-24-70 Pre-Bid Meeting Notes/Agenda

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   d. Staff Introductions (members introduce themselves)

Name	City
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Jessica Engel	Purchasing Specialist
Meghan Dillard	Purchasing Specialist
Beau Thompson	Technical Services Manager
Loran Shipman	Sewer Supervisor
Donnie Schmidt	Water Utility Construction Manager
Preston Newbill	Deputy Director Water Utility
Jimmy Wiltgen	Water Distribution Supervisor

   e. Attendee introductions:

Name	Company Name
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Bill Tate	Dean Crowder Construction
Candy Ward	Mo-Ark Utilities
Ronnie Ward	Mo-Ark Utilities
Jason Hickman	Hickman Underground LLC
Jack Moody	Calcon Inc
Garrett Nickel	Calcon Inc

   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.
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2. **General Dates and Reminders (Purchasing)**
   a. **Bid Opening Date and Time:** Thursday, October 10, 2024, at 1:00 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)

IFB-24-70 Pre-Bid Meeting Notes/Agenda

ii. Stairway – fill in last minute pricing in lobby etc. – get in before 1:00 PM.
iii. SEAL YOUR ENVELOPE – correct number – IFB-24-70
- We cannot accept unsealed envelopes.

c. **Question Deadline:** October 4, 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. **Performance and Payment Bonds:** In an amount at least equal to Not to Exceed Contract Amount of $500,000.

f. **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. There as been no Addenda or RFI Responses issued as of October 1, 2024.

5. **Scope Discussion (Department)**

6. **Bidder Q/A**

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

UNIT PRICE BID FORM

BID ITEM	EST. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Unit Prices: Concrete Work		
			All concrete work shall include demolition and haul off.		
1	100	LF	Construct curb and gutter per Street Specifications (include base in price)	$ 95.00	$ 9,500.00
2	100	SY	Construct sidewalks per Street Specifications (include base in price)	$ 195.00	$ 19,500.00
3	100	SY	Construct driveways (include base in price)	$ 195.00	$ 19,500.00
			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 70ft. All services must be installed with PEX A service line material with tracer wire. Long side services must be installed in a 2" conduit. All yard work shall be included in these line items. Seed or Sod will be required to match existing species.		
4	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)	$ 3,275.00	$ 818,750.00
5	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft)	$ 4,075.00	$ 1,018,750.00
6	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)	$ 4,187.00	$ 1,046,750.00
7	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 8 ft to 13 ft)	$ 4,987.00	$ 1,246,750.00
8	250	EA	Furnish and Install New Service Line Only 1" Main Side (No excavation needed)	$ 450.00	$ 112,500.00
9	250	EA	Furnish and Install New Service Line Only 1" Long Side (No excavation needed)	$ 675.00	$ 168,750.00
			Unit Prices: Directional Boring		
			Long side services generally cross city streets that are 20' to 30' back of curb to back of curb. The bore includes 2" conduit and shall extend 2' behind the curb.		
10	30,000	LF	Directional Boring of 2" conduit. (long side only)	$ 64.00	$ 1,920,000.00
			Labor Rate		
11	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)	$ 50.00	$ 50.00
12	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)	$ 150.00	$ 150.00

Total Bid Price (In Numbers) ***The Total Bid Price is the Sum of all Extended Prices in the Unit Bid Form above.**	**$ 6,380,950.00**
Total Bid Price (In Words):	**$ Six million three hundred eighty thousand nine hundred fifty dollars and cents.**

Mo-ARK Utilities

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

FOR PUBLICATION

PUBLICATION DATES: SEPTEMBER 22, 2024; SEPTEMBER 29, 2024

NOTICE TO BIDDERS

INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER SERVICE LINE REPLACEMENT WORK

Invitation For Bid (IFB)-24-70

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: water service line replacement and all associated work including but not limited to tracer wire, yard repair, sidewalk repair, street repair and installation of the a conduit crossing the right of way for services crossing the street from the water main consistent with the City of Bentonville Water Utilities Specifications. The intent is to leave the corporation stop and meter set(s) replacing the service line material 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-24-70 Bidding Documents.

There will be an OPTIONAL Pre-Bid Meeting held on Tuesday, October 1, 2024 at 2:00 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 2:00 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.

There will be a Public Bid Opening for IFB-24-70 held at 1:00 PM CST on Thursday, October 10, 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 October 4, 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
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-24-70	**Date of Issuance:**	SEPTEMBER 22, 2024 SEPTEMBER 29, 2024
Description:	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER SERVICE LINE REPLACEMENT WORK		
Requesting Department:	CITY OF BENTONVILLE VARIOUS DEPARTMENTS		
Purchasing Department (Buyer):	KELSI FREDERICK, PURCHASING MANAGER		
Pre-Bid Meeting Information:	TUESDAY, OCTOBER 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:	**OCTOBER 10, 2024 AT 1:00 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor – IFB-24-70** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

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

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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Mo-Ark Utilities **Phone Number:** 479-435-3361

Business Address (Full Street/City/State/Zip): 3677 Rt MM Southwest City MO 64863

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

Name of Contact Person: Ronnie Ward **Email:** Jamesward1218@gmail.com

Signature of Authorized Person: [signature] **Date:** 9/26/24

Printed or Typed Name: James (Ronnie) Ward **Title:** Owner

Arkansas Contractor's License Number: 0369480425 (REQUIRED)

Sales or Use Tax ID Number: 81-0771940

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: water service line replacement and all associated work including but not limited to tracer wire, yard repair, sidewalk repair, street repair and installation of the a conduit crossing the right of way for services crossing the street from the water main consistent with the City of Bentonville Water Utilities Specifications. The intent is to leave the corporation stop and meter set(s) replacing the service line material 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 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.

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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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-24-70 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.

_X_NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

_____

_____

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17. PRE-BID MEETING

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

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)
__In Person __Zoom or Other Virtual Method
_X_Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)
_X_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 Tuesday, October 1, 2024 at 2:00 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.

_X_Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be for 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.

The Not to Exceed Contract amount for the entire term of the Contract (should both renewal options be utilized) is $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).

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.**

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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 system due to the unmanageable water leaks associated with poor installation or poor service line material. This scope of work will allow us to use a 3rd party contractor to replace the failing water service lines.

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: water service line replacement and all associated work including but not limited to tracer wire, yard repair, sidewalk repair, street repair and installation of the a conduit crossing the right of way for services crossing the street from the water main consistent with the City of Bentonville Water Utilities Specifications. The intent is to leave the corporation stop and meter set(s) replacing the service line material 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

All Service line replacements shall be made with PEX A material consistent with the specifications.

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. The Not to Exceed Contract amount for the entire term of the Contract (should both renewal options be utilized) is $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).

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. The City expects the contractor to average 45 (forty-five) services replacement a calendar month. 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-24-70, 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).

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Intent to Issue a Single Contract:

The City intends to award this Bid (IFB-24-70) 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. In the event that the City finds in its best interest to award Multiple Contracts then the two (2) lowest, most responsible, and responsive bidders shall be awarded the contract. If there are multiple awards, the City will split the work based on Work Order Assignments.

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.

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 contractor will be required to provide all street bores for long side services including the 2" conduit for the water service line. This shall be included in the work assignment and invoice. Separate invoices for boring services or other sub-contract work will not be accepted or paid.

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.

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-24-70 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): November 12, 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): X AS SPECIFIED ___ ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

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

Work Beginning: 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.	
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. **ADDENDUM NUMBER** / **DATE OF ISSUANCE** 1 — Oct 4th 2024 _____ — _____ _____ — _____	

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

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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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): $ 1200.00 **Flat Fee**

Surcharge for Emergency Start (within 12 hours of written notification): $ 4500.00 **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: Mo-Ark Utilities By (Authorized Person's Signature): JRW

Printed Name and Title: Ronnie Ward - Owner

Date: 9/26/24

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

Full names of all partners (required if Company is a partnership): James R Ward & Candice R Ward

Arkansas State Contractor's License Number (REQUIRED): 0369480405

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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.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

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

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

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

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

37. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department at (479) 271-3115.

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

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.
Hickman Underground LLC	Ark 0449600225	Directional Boring	Yes
Jackson Brothers Concrete		Concrete	No

License No. 0449600225 ID #54615

State of Arkansas

Commercial Contractors Licensing Board

HICKMAN UNDERGROUND LLC
1624 S DIXIELAND
ROGERS, AR 72755

This is to Certify That HICKMAN UNDERGROUND LLC

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

SPECIALTY
Underground Piping, Cable, Trenching, Boring

This contractor has an unlimited suggested bid limit.

from January 8, 2024 **until** February 28, 2025 **when this Certificate expires.**

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

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

January 8, 2024 - srg

HICKUND-01 PIKCH1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/4/2024

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

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

PRODUCER	CONTACT NAME:	
Rogers Insurance Agency, Inc. 2809 W. Ajax Avenue Suite 300 Rogers, AR 72758	PHONE (A/C, No, Ext): (479) 636-4551	FAX (A/C, No): (479) 636-1239
	E-MAIL ADDRESS: RIA@Rogers-Insurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hickman Underground, LLC 1624 S. Dixieland Road Rogers, AR 72756	INSURER A : CSU Producer Resources	13037
	INSURER B : Cincinnati Insurance Co.	10677
	INSURER C : Workers Comp Assigned Risk	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		CSU0201644	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ENP0674572	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CSU0201646	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		195157540101	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is shown as additional insured as respects to liability coverages

CERTIFICATE HOLDER

Mo-Ark Utilities LLC
3677 Route MM
South West City, MO 64863

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

APPENDIX B

NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)

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NON-COLLUSION AFFIDAVIT

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

State of AR

County of Benton

I James Ward (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: JW

Title (of Authorized Representative/Agent): owner

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 10th day of October, 2024

Notary Public Signature: Piper Davis My commission expires: NOV. 30TH, 2033

Seal:

PIPER DAVIS
Notary Public - Arkansas
Benton County
Commission # 12725385
My Commission Expires Nov 30, 2033

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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:	Mo-Ark Utilities	Contact Person (Name):	Ronnie Ward
Contact Person (Phone):	479-435-3361	Contact Person (Email):	JamesWard618@gmail.com
Company Address:	3677 Rt MM Southwest City MO 64863		

Primary Business Activity Description:

Public water, sewer, dirtwork, footings, lot clearing

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

☒ Arkansas Contractors License ☐ Other (List all applicable)

Master Plumber License - AR

Arkansas Contractors License Number: 0369480425 **Expiration Date:** 4/30/25

Average Number of Employees Per Year – Last 3 Years:

Year: 2021	Year: 2022	Year: 2023
# of Employees: 3	# of Employees: 5	# of Employees: 5

Annual Dollar Volume Per Year – Last 3 Years:

Year: 2021	Year: 2022	Year: 2023
$ 70,000	$ 180,000	$ 300,000

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(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.

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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:	Clayton Homes - Neosho MO	Size (Dollar Value):	Continued Work
Type of Work:	Footings (digging and pouring), Septic, Water Lines and electric trenches		
Customer Contact (Name):	Rusty Enlow	Phone Number:	417-592-1416
Completion Date:	Continued Work		
Description of Work			
We clear lots, build pads, dig footings, pour footings, Instal Septic systems, dig water and electric trenches			

2.

Customer/Location:	Tim Temple - Gentry AR	Size (Dollar Value):	$3,500
Type of Work:	200' water line installation 1"		
Customer Contact (Name):	Tim Temple	Phone Number:	479-233-0544
Completion Date:	10/8/24		
Description of Work			
Dig water line, locate existing water and connect new line, Restore disturbance to customers liking.			

3.

Customer/Location:	Wes Downing / APEX	Size (Dollar Value):	$10,000
Type of Work:	2" Water line extension		
Customer Contact (Name):	Wes Downing	Phone Number:	918-314-2328
Completion Date:	2023		
Description of Work			
Trenched and installed 2" rote pipe using a butt fuser to connect the roles together. Total footage of 1/4 mile			

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OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

Arkansas Septic Installer, Missouri OWTS Installer, Master Plumber License, Arkansas Utility License, CPWI + Certified Weld Inspector, NACE I: Coating Inspector, API 1169 Certification Inspector.
Worked for Summit Gas in Springfield MO area for 5 years as a Weld Inspector / Utility Inspector

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]

License No. 0369480425

ID #43961

State of Arkansas

Commercial Contractors Licensing Board

MO-ARK UTILITIES, LLC
3677 RT MM
SOUTHWEST CITY, MO 64863

This is to Certify That MO-ARK UTILITIES, LLC

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

BUILDING
- (COMMERCIAL & RESIDENTIAL)
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from April 3, 2024 **until** April 30, 2025 **when this Certificate expires.**

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

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

April 3, 2024 - srg

License No: MP 7213

License Issue Date: **March 22, 2024**

Arkansas Department of Health

State Committee of Plumbing Examiners

James Ward

has demonstrated knowledge and ability to be certified as a

Master Plumber

and has been licensed as such by the Arkansas Department of Health in accordance with defined standards.

Ric Mayhan, Director

3/22/24

Date

© GOES M 80

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2023

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

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

PRODUCER	CONTACT NAME: Todd Eils
Eils & Associates Insurance Group 7501 Mission Road Suite 203 Prairie Village KS 66208	PHONE (A/C, No, Ext): (913) 296-7543 FAX (A/C, No): E-MAIL ADDRESS: service@eainsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Owners Insurance Company	32700
INSURER B : AmGUARD Insurance Company	42390
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Mo-Ark Utilities LLC, 3677 Rt MM, Southwest City MO 64863

COVERAGES **CERTIFICATE NUMBER:** CL23121204223 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			75246213	12/12/2023	12/12/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5494244900	12/12/2023	12/12/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MOWC413388	12/12/2023	12/12/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 100,000

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

For Insured Proof of Insurance Purposes Only

CERTIFICATE HOLDER

Mo-Ark Utilities LLC
3677 Route MM
Southwest City MO 64863

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Arkansas Contractors Licensing Board
4100 Richards Road
North Little Rock, AR 72117
Phone: 501-372-4661 Fax: 501-372-2247

ARKANSAS SURETY BOND IN LIEU OF FINANCIAL STATEMENT

Bond Information for Surety Companies – Ark. Code Ann § 17-25-304(c)
(Effective date: July 1, 2020)

(A) In lieu of providing a financial statement showing a minimum net worth for a licensee as required by Ark. Code Ann. § 17-25-304, an applicant may provide a surety bond from a Surety authorized to transact business in the State of Arkansas an amount of ten times the required net worth for the applicant's classification. Only an Arkansas Resident or an Arkansas Non-Resident agency, agent, broker or producer that is currently licensed by the Arkansas Insurance Department can execute this surety bond.

The required bond amounts are as follows:

HEAVY	**$500,000**	**LIGHT BUILDING**	**$200,000**
HIGHWAY, RAILROAD, AIRPORT	**$500,000**	**MECHANICAL**	**$200,000**
MUNICIPAL & UTILITY	**$500,000**	**ELECTRICAL**	**$200,000**
BUILDING	**$500,000**	**SPECIALTY**	**$50,000**

(B) The above surety bond must:

(1) Be continuous in form and must be maintained in effect for as long as the applicant maintains the license issued by the Contractors Licensing Board or until the applicant submits a financial statement showing that it meets the financial statement requirements for the classification held by the contractor;

(2) List the State of Arkansas as Obligee for the bond;

(3) Be for the benefit of any person who is damaged by an act or omission of the applicant constituting a breach of construction contract or a contract for the furnishing of labor, materials, or professional services for construction undertaken by the applicant, or by any unlawful act or omission of the applicant in performing construction; and

(4) Be in addition to, and not in lieu of, any other surety bond required of the applicant by law or regulation, or by any party to a contract with the applicant;

(5) Provide for bond cancellation by the Surety Company only by notification to the Board and the Principal at least Sixty (60) days prior to cancellation.

AGENTS: (Bond must have Contractors - Company Name and its EIN)
Copy of Arkansas Insurance License with Bond

CONTRACTORS: "**Principal Company Name**" and "**EIN**" must appear on the bond, **exactly** as registered with the "**IRS**". This name is how all work and bids are to be performed in Arkansas. (Any other name could constitute a possible violation)

7/2021

ARKANSAS SURETY BOND
IN LIEU OF FINANCIAL STATEMENT

EFFECTIVE DATE: March 01, 2024 (Continuous Until Cancelled)
BOND NUMBER: 108009393

NOW, therefore, we, the undersigned, MO-ARK UTILITIES, LLC, as **Principal & EIN**, and Travelers Casualty and Surety Company of America, as **Surety**, a Surety Company authorized to do business in Arkansas, its successors, assigns, and legal representatives are held firmly bound to the State of Arkansas, the Arkansas Contractors Licensing Board and any person or business sustaining damage within the terms of this bond for payment, in the **Sum of** Five Hundred Thousand **Dollars** ($500,000.00). We bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This bond is in lieu of providing a financial statement as required in Ark. Code Ann. § 17-25-304.

WHEREAS, the above bonded Principal has applied to the Arkansas Contractors Licensing Board pursuant to Ark. Code Ann § 17-25-101 et seq., as amended;

WHEREAS, the above bonded Principal has chosen to provide this Surety Bond in lieu of providing a financial statement, pursuant to Ark. Code Ann. § 17-25-304(c);

NOW, THEREFORE, if the Principal, in compliance with Ark. Code Ann. § 17-25-101 et. seq., does not engage in an act or omission constituting a breach of construction contract or a contract for the furnishing of labor, materials, or professional services for construction undertaken by the Principal, or does not commit any unlawful act or omission in performing construction, then this obligation shall be void; otherwise it is to remain in full force and effect.

This bond is in full force and effect as to the above statutory, regulatory and procedural obligations of the Principal from the effective date until canceled as set out herein; the Surety shall have the right to cancel this bond at any time by filing written notice with the Arkansas Contractor's Licensing Board and the Principal of its intention to so cancel, giving at least sixty (60) days' notice prior to the effective date of the cancellation. This provision, however, shall not operate to relieve, release or discharge the Surety from any liability already accrued or which shall accrue before the expiration of the sixty (60) day period. Regardless of the number of years this bond may remain in force or the number of claims against this bond, the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed the **sum of** Five Hundred Thousand **dollars** ($500,000.00)

The Surety shall provide the Board with written notice of any payment made in good faith under the Bond within thirty (30) days of such payment. No right of action shall accrue upon or by reason of this bond to or for the use or benefit of anyone whatsoever other than the Board or any person sustaining loss or damage within the terms of this bond for payment.

Equal Opportunity Employer

Witness our hands and seal this 03 day of April, 2024.

Name and Address of Surety Company (Print)

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

800-842-8496
Phone Number of Surety

Name and Address of Principal (Print)

MO-ARK UTILITIES, LLC

3677 ROUTE MM, SOUTH WEST CITY, MO 64863-7262

417-389-4265
Phone Number of Principal

81-0771940
Principal's Federal ID#

By: _____
Signature of Principal

CCI SURETY INC
Insurance Company Name or Agent
("Exactly" as it appears on the AR Insurance License)

1710 N DOUGLAS DR STE 110, GOLDEN VALLEY, MN 55422
Mailing Address

763-543-6993
Phone#

CRAWFORD, JEREMY J
Signature of Agent/Broker/Producer Printed Name

JEREMY J CRAWFORD
Power of Attorney Signature (if different than above) **or IF Direct Underwriter - "Surety" Employee Signature** ☐

Power of Attorney (attach document)
Arkansas Insurance License (attach document)

Once all information is complete, and signed by all parties, Mail original to the Boards address for processing to Arkansas Contractors Licensing Board, 4100 Richards Road, North Little Rock, AR, 72117.

7/2021

Equal Opportunity Employer

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **JEREMY J CRAWFORD** of **GOLDEN VALLEY, MN** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond or undertaking, and any riders thereto:

Surety Bond No.: 108009393 **Principal: MO-ARK UTILITIES, LLC**

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024.**

State of Connecticut

City of Hartford ss.

By: _____
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 03 day of April, 2024.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS

IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

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Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 3rd day of April, 2024 before me personally appeared **Jeremy J. Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **Travelers Casualty and Surety Company of America** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.

Notary Public

NATALIE MARIE HILDEBRANDT
Notary Public-Minnesota
My Commission Expires Jan. 31, 2028

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

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: Mo-Ark Utilities

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

Immediate Relation includes:

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

OR

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

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

Initials

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

APPENDIX E

SPECIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

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

SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

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

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

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.	X	

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.

X 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.

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

Reasoning:_____

_____

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

APPENDIX F

EXAMPLE WORK ASSIGNMENT FORM

IFB-24-70 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 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**

*Attach additional Work Assignment information following this document.

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-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement 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: SEPTEMBER 22, 2024; SEPTEMBER 29, 2024

NOTICE TO BIDDERS

INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER SERVICE LINE REPLACEMENT WORK

Invitation For Bid (IFB)-24-70

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: water service line replacement and all associated work including but not limited to tracer wire, yard repair, sidewalk repair, street repair and installation of the a conduit crossing the right of way for services crossing the street from the water main consistent with the City of Bentonville Water Utilities Specifications. The intent is to leave the corporation stop and meter set(s) replacing the service line material 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-24-70 Bidding Documents.

There will be an OPTIONAL Pre-Bid Meeting held on Tuesday, October 1, 2024 at 2:00 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 2:00 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.

There will be a Public Bid Opening for IFB-24-70 held at 1:00 PM CST on Thursday, October 10, 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 October 4, 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
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-24-70	**Date of Issuance:**	SEPTEMBER 22, 2024 SEPTEMBER 29, 2024
Description:	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER SERVICE LINE REPLACEMENT WORK		
Requesting Department:	CITY OF BENTONVILLE VARIOUS DEPARTMENTS		
Purchasing Department (Buyer):	KELSI FREDERICK, PURCHASING MANAGER		
Pre-Bid Meeting Information:	TUESDAY, OCTOBER 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:	**OCTOBER 10, 2024 AT 1:00 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor – IFB-24-70** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

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

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

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is 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: water service line replacement and all associated work including but not limited to tracer wire, yard repair, sidewalk repair, street repair and installation of the a conduit crossing the right of way for services crossing the street from the water main consistent with the City of Bentonville Water Utilities Specifications. The intent is to leave the corporation stop and meter set(s) replacing the service line material 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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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

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 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.

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.

[This space has been intentionally left blank]

15. INVOICING

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

The awarded Bidder shall include IFB-24-70 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 __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
_X_Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)
_X_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 Tuesday, October 1, 2024 at 2:00 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.

_X_Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be for 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.

The Not to Exceed Contract amount for the entire term of the Contract (should both renewal options be utilized) is $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).

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]

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

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 system due to the unmanageable water leaks associated with poor installation or poor service line material. This scope of work will allow us to use a 3rd party contractor to replace the failing water service lines.

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: water service line replacement and all associated work including but not limited to tracer wire, yard repair, sidewalk repair, street repair and installation of the a conduit crossing the right of way for services crossing the street from the water main consistent with the City of Bentonville Water Utilities Specifications. The intent is to leave the corporation stop and meter set(s) replacing the service line material 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

All Service line replacements shall be made with PEX A material consistent with the specifications.

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. The Not to Exceed Contract amount for the entire term of the Contract (should both renewal options be utilized) is $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).

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. The City expects the contractor to average 45 (forty-five) services replacement a calendar month. 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-24-70, 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-24-70) 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. In the event that the City finds in its best interest to award Multiple Contracts then the two (2) lowest, most responsible, and responsive bidders shall be awarded the contract. If there are multiple awards, the City will split the work based on Work Order Assignments.

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.

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 contractor will be required to provide all street bores for long side services including the 2" conduit for the water service line. This shall be included in the work assignment and invoice. Separate invoices for boring services or other sub-contract work will not be accepted or paid.

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.

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-24-70 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): _____November 12, 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]

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SECTION 4: BIDDER ACKNOWLEDGEMENTS

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

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	_____
Proof of insurance, or the ability to acquire, as defined herein.	_____
5% Bid Guarantee, as specified herein.	_____
APPENDIX A: 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. **ADDENDUM NUMBER** **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____	_____

[This Space Has Been Intentionally Left Blank]

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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

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UNIT PRICE BID FORM

BID ITEM	EST. QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Unit Prices: Concrete Work		
			All concrete work shall include demolition and haul off.		
1	100	**LF**	Construct curb and gutter per Street Specifications (include base in price)	**$**	**$**
2	100	**SY**	Construct sidewalks per Street Specifications (include base in price)	**$**	**$**
3	100	**SY**	Construct driveways (include base in price)	**$**	**$**
			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 70ft. All services must be installed with PEX A service line material with tracer wire. Long side services must be installed in a 2" conduit. All yard work shall be included in these line items. Seed or Sod will be required to match existing species.		
4	250	**EA**	Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)	**$**	**$**
5	250	**EA**	Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft)	**$**	**$**
6	250	**EA**	Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)	**$**	**$**
7	250	**EA**	Furnish and Install New service line 1", Long Side (Includes all excavation at 8 ft to 13 ft)	**$**	**$**
8	250	**EA**	Furnish and Install New Service Line Only 1" Main Side (No excavation needed)	**$**	**$**
9	250	**EA**	Furnish and Install New Service Line Only 1" Long Side (No excavation needed)	**$**	**$**
			Unit Prices: Directional Boring		
			Long side services generally cross city streets that are 20' to 30' back of curb to back of curb. The bore includes 2" conduit and shall extend 2' behind the curb.		
10	30,000	**LF**	Directional Boring of 2" conduit. (long side only)	**$**	**$**
			Labor Rate		
11	**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)	**$**	**$**
12	**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):_____

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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.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

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

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

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

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

37. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department at (479) 271-3115.

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

APPENDIX A

SUBCONTRACTOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT ONLY WHEN APPLICABLE)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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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.

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APPENDIX B

NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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NON-COLLUSION AFFIDAVIT

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

State of _____

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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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX C

BIDDER QUALIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

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

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall 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:		Contact Person (Name):	
Contact Person (Phone):		Contact Person (Email):	
Company Address:			

Primary Business Activity Description:

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

☐ Arkansas Contractors License ☐ Other (List all applicable)

_____

_____

_____

Arkansas Contractors License Number:_____ Expiration Date:_____

Average Number of Employees Per Year – Last 3 Years:

Year:_____	Year:_____	Year:_____
# of Employees: _____	# of Employees: _____	# of Employees: _____

Annual Dollar Volume Per Year – Last 3 Years:

Year:_____	Year:_____	Year:_____
$ _____	$ _____	$ _____

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(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			

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]

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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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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
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX E

SPECIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

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

SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

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

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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APPENDIX F

EXAMPLE WORK ASSIGNMENT FORM

IFB-24-70 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 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**

*Attach additional Work Assignment information following this document.

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-24-70	**Solicitation Title:**	INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) WATER SERVICE LINE REPLACEMENT WORK
Addendum Number:	1	**Date of Issuance:**	October 4, 2024

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated September 22, 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 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 October 1, 2024 at 2:00 PM:

Line Number	Submitted Question	City's Response
1.	Leaking service / non leaking service?	The expectation is to fix and upgrade any additional leaks. Contractor shall communicate with the Department Contact on any updates and the City will enter an additional ticket.
2.	Will there be occasional doubles if come across necessary additional upgrades due to discovered leaks?	Yes.

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PURCHASING OFFICE

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ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
3.	Will there be inspectors along the job?	In the beginning yes, until relationship is firm. The City encourages using the Time Stamp App to take before and after photos with detailed notes. The City will provide additional staff if needed requested by awarded contractor. If subcontractors are present, it is the duty of the contractor to conduct inspections of the subcontractors' work.
4.	Are there permits?	The work assignment is the permit. Contractor shall communicate with the City if certain situations come up and an additional permit is required.
5.	Per the 'Not to Exceed 20ft' clause, how best to approach if needed.	The City will evaluate each situation on a case-by-case basis. Expectations are that short side service lines should not exceed 20ft as our subdivision utility layout design prevents this in most instances.
6.	Is the expectation to warn customers of water shut off?	Yes, the expectation is for the Contractor to notify customers that workers will be on site, and water will be shut off. Water service cannot be shut off if no one is present, and any interruptions should last only a few hours.
7.	Will door hangers be provided?	Yes, expectation is to distribute the day before for the Contractor to distribute throughout each work order.
8.	Who is the contact on the door hanger?	The Contractor shall be the contact. Door hangers will have blank spaces to enter contact information, phone number is required.
9.	What if we hit rock?	If the contractor hits rock that cannot be bored through, the contractor must notify the City. The address will be nullified and another will be added in it's place.
10.	Does the City provide dirt?	No, Contractor shall provide their own dirt pile and dispose of any extra.
11.	Will a bond be required for subcontractor?	The City only requires the awarded bidder to provide Performance and Payment bonds.

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
12.	Per the pre-construction meeting, of the 24 neighborhoods which ones will be first priority for this first year contract?	The contractor will work based off a prioritized list provided by the City.
13.	What is the expectation of Sod/seed and straw living after installing due to resident neglect and weather conditions due to time of year?	Contractor will not be responsible for watering the seed and straw. However, the sod must be green, new, and fresh when placed.
14.	What is expectation on weather conditions holding up production on "45 services/month"?	The contractor shall be prepared to work in all weather conditions.
15.	Will there be any changes to material specifications throughout the duration of this contract?	We do not expect any changes.

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

1.0 The awarded bidder is expected to act as an extension of the City and shall remain professional and approachable when speaking to employees and residents. Upgrades shall match prior to replacement as close as possible, as Bentonville demographic has high expectations.

2.0 Scope focuses on replacing service lines that were improperly installed in 2006, which account for 90% of leaks, particularly affecting 1,423 addresses in 2006 subdivisions. A minimum of 45 service line replacements per month is required, and this standard is strictly enforced due to the high level of service needed. Currently, there are 100 work orders in place, along with 170 newly identified leaks. The City will work with the two awarded bidders to equally distribute work orders to ensure deadlines are met.

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

IFB-24-70 Pre-Bid Meeting Notes/Agenda

IFB-24-70:

1. **Open Meeting (Purchasing)**
    a. Welcome
    b. Solicitation ID and Title: IFB-24-70 Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement 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
Jessica Engel	Purchasing Specialist
Meghan Dillard	Purchasing Specialist
Beau Thompson	Technical Services Manager
Loran Shipman	Sewer Supervisor
Donnie Schmidt	Water Utility Construction Manager
Preston Newbill	Deputy Director Water Utility
Jimmy Wiltgen	Water Distribution Supervisor

    e. Attendee introductions:

Name	Company Name
Justin Cummings	Dean Crowder Construction
Bill Tate	Dean Crowder Construction
Candy Ward	Mo-Ark Utilities
Ronnie Ward	Mo-Ark Utilities
Jason Hickman	Hickman Underground LLC
Jack Moody	Calcon Inc
Garrett Nickel	Calcon Inc

    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, October 10, 2024, at 1:00 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)

IFB-24-70 Pre-Bid Meeting Notes/Agenda

ii. Stairway – fill in last minute pricing in lobby etc. – get in before 1:00 PM.
iii. SEAL YOUR ENVELOPE – correct number – IFB-24-70
- We cannot accept unsealed envelopes.

c. **Question Deadline:** October 4, 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. **Performance and Payment Bonds:** In an amount at least equal to Not to Exceed Contract Amount of $500,000.

f. **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. There as been no Addenda or RFI Responses issued as of October 1, 2024.

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-24-70 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.*

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	10/10/2024	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-24-70

Solicitation Title: Indefinite Delivery - Indefinite Quanitiy (IDIQ) Water Service Line Replacement Work

				Bidders:	Calcon, Inc		Goins Enterprises, Inc		Mo-Ark Utilities	
Line Item	**Estimated Quantity**	**Unit of Measure**	**Description**		**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
Unit Prices: Concrete Work										
All concrete work shall include demolition and haul off.										
1	100	LF	Construct curb and gutter per Street Specifications (include base in price)		$200.00	$20,000.00	$75.00	$7,500.00	$95.00	$9,500.00
2	100	SY	Construct sidewalks per Street Specifications (include base in price)		$360.00	$36,000.00	$135.00	$13,500.00	$195.00	$19,500.00
3	100	SY	Construct driveways (include base in price)		$360.00	$36,000.00	$135.00	$13,500.00	$195.00	$19,500.00
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 70ft. All services must be installed with PEX A service line material with tracer wire. Long side services must be installed in a 2" conduit. All yard work shall be included in these line items. Seed or Sod will be required to match existing species.										
4	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)		$2,630.00	$657,500.00	$4,500.00	$1,125,000.00	$3,275.00	$818,750.00
5	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft)		$2,905.00	$726,250.00	$5,000.00	$1,250,000.00	$4,075.00	$1,018,750.00
6	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)		$3,305.00	$826,250.00	$5,000.00	$1,250,000.00	$4,187.00	$1,046,750.00
7	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 8 ft to 13 ft)		$3,580.00	$895,000.00	$5,500.00	$1,375,000.00	$4,987.00	$1,246,750.00
8	250	EA	Furnish and Install New Service Line Only 1" Main Side (No excavation needed)		$675.00	$168,750.00	$2,000.00	$500,000.00	$450.00	$112,500.00
9	250	EA	Furnish and Install New Service Line Only 1" Long Side (No excavation needed)		$810.00	$202,500.00	$2,300.00	$575,000.00	$675.00	$168,750.00
Unit Prices: Directional Boring										
Long side services generally cross city streets that are 20' to 30' back of curb to back of curb. The bore includes 2" conduit and shall extend 2' behind the curb.										
10	30000	LF	Directional Boring of 2" conduit. (long side only)		$60.00	$1,800,000.00	$40.00	$1,200,000.00	$64.00	$1,920,000.00
Labor Rate										
11	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)		$50.00	$50.00	$95.00	$95.00	$50.00	$50.00
12	1	Per Hour	Equipement 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 labor rates in addition to all other costs)		$200.00	$200.00	$220.00	$220.00	$150.00	$150.00
				Total Bid Price	**$5,368,250.00**		**$7,309,500.00**		**$6,380,750.00**	
Surcharge for Priority Start (within 7 calendar days of Work Assignment Date)					**$2,500.00**		**$500.00**		**$1,200.00**	
Surcharge for Emergency Start (within 12 hours of written notification)					**$5,000.00**		**$2,000.00**		**$4,500.00**	
					**Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.*		**Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.*		**Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.*	

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/12/2024	**Submitted By:**	Patrick Johndrow
Phone:	479-271-6781	**For Department(s):**	Finance
Email:	pjohndrow@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 for Budget Adjustment related to 2024 Bonds
Action Recommendation & Justification:	An ordinance was approved on September 10, 2024 to allow the issuance of revenue bonds to finance the cost of improvements to the Water Resource Recovery Facility. The bonds were issued on October 24, 2024. This budget adjustment is to allocate the bonds and account for legal fees and 2024 interest.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 97,759,381.00

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
503030-39320	Revenue Bonds	$	$ 97,759,381
503030-47210	Plants and Building	$ 97,696,381	$
503030-48120	Series 2024 Interest	$ 205.00	$
503030-48220	Series 2024 Bond Fees	$ 63,000.00	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):