



**Finance Committee
Meeting Agenda
January 14, 2025
4:30 PM
City Council Chambers**

City Council Members:

Gayatri Agnew	Ward 1, Position 2
Cindy Acree	Ward 2, Position 1
Bill Burckart	Ward 3, Position 2

***If the public would like to attend virtually, please log on at the following link: <https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09>**

Call to Order/Roll Call

Items For Discussion

- | | |
|---|----------------------|
| 1. Storm Damage Insurance Update | Informational |
|---|----------------------|

City Council Items To Be Considered

- | | |
|--|-------------------|
| 1. Section I Item 6 from the City Council
Agenda: Resolution Awarding Bid IFB-24-89 to Emery Sapp and Sons, Inc. for Asphalt Materials - Quarter 1 | Resolution |
| Resolution to award bid IFB-24-89 to Emery Sapp & Sons, Inc. per the unit prices attached for the purchase of asphalt materials as required for street surface repairs and street resurfacing. No budget adjustment is needed. | |
| 2. Section I Item 7 from the City Council
Agenda: Resolution Adjusting the 2025 Budget for Library Software and Support Services | Resolution |
| Resolution authorizing a budget adjustment to fund the purchase of RFID software and support services, from Bibliotheca, for the Bentonville Public Library. A budget adjustment is needed to cover a portion of the cost. | |
| 3. Section I Item 8 from the City Council
Agenda: Ordinance to Waive Competitive Bidding and Authorizing an Agreement with OverDrive Inc. | Ordinance* |
| Ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement with OverDrive Inc., in the amount of \$58,500.00, for | |

digital products at the Bentonville Public Library. No budget adjustment is needed.

4. **Section I Item 9 from the City Council** **Resolution**
Agenda: Resolution Adjusting the 2025
Budget for Bentonville Public Library
Equipment and Technology
Resolution authorizing a budget adjustment to purchase adaptive technologies and equipment for the Library's new Business Center and Community Hub. A budget adjustment is needed.
5. **Section I Item 10 from the City Council** **Resolution**
Agenda: Resolution to Award Bid IFB-
24-81 for On-Call Plumbing Services to
Multi-Craft Contractors, Inc.
Resolution awarding bid IFB-24-81 for On-Call Plumbing Services to Multi-Craft Contractors, Inc. per the unit prices attached plus 30% markup on Materials and Parts. No budget adjustment is needed.
6. **Section I Item 11 from the City Council** **Resolution**
Agenda: Resolution to Award Bid IFB-
24-82 On-Call Heating, Ventilation, and
Air Conditioning (HVAC) Service
Resolution awarding bid IFB-24-82 for On-Call Heating, Ventilation, and Air Conditioning Services to A/C Services and Mechanical per the unit prices attached plus 20% markup on Materials and Parts excluding New Units. No budget adjustment is needed.
7. **Section I Item 12 from the City Council** **Resolution**
Agenda: Resolution to Award Bid IFB-
24-75 City Wide Security Alarm
Monitoring
Resolution awarding bid IFB-24-75 for citywide security alarm monitoring to Advantage Security Technologies, LLC per the unit prices attached. No budget adjustment is needed.
8. **Section I Item 13 from the City Council** **Ordinance***
Agenda: Ordinance Waiving
Competitive Bidding to Purchase Police
Uniforms and Equipment from Galls,
LLC
Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Galls, LLC in Springdale, Arkansas, for the purchase of police uniforms and equipment, and waiving the requirement for competitive bidding. No budget adjustment is needed.
9. **Section I Item 14 from the City Council** **Ordinance***
Agenda: Ordinance Approving a Waiver
of Bid Request for Fire Department
Uniforms from Galls, LLC

- Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Galls, LLC in Springdale, Arkansas, for the purchase of fire uniforms and accessories. No budget adjustment is needed.
10. **Section I Item 16 from the City Council** **Ordinance***
Agenda: Ordinance to Waive Competitive Bidding for Medical supplies for Paramedic Ambulances
Ordinance requesting a waiver of bid for various purchases of medical supplies and medications for the ambulance service from the following vendors: Henry Schein, Bound Tree Medical, LiveWell Pharmacy, Stryker, Teleflex, Core Scientific Global, and Zoll Medical. No budget adjustment is needed.
11. **Section I Item 17 from the City Council** **Resolution**
Agenda: Amend Exhibit "A" Purchasing Policy in Resolution 6-22-2021T
Approve a Resolution to amend the City of Bentonville Purchasing Policy, Exhibit "A", in Resolution 6-22-2021T, as described in the proposed revisions (in red) in the attached copy. No Budget Adjustment is needed.
12. **Section I Item 18 from the City Council Agenda: Ordinance Amending Section 2-377 of the City of Bentonville Municipal Code**
amending section 2-377 of the City of Bentonville Municipal Code updating the Authority of the Mayor; Spending Limit to follow changes in state law. No budget adjustment is needed.
13. **Section I Item 19 from the City Council** **Ordinance***
Agenda: Ordinance Amending Section 2-378 of the City of Bentonville Municipal Code
Ordinance amending section 2-378 of the City of Bentonville Municipal Code increasing the competitive bidding threshold \$42,291.00 pursuant to stat law. No budget adjustment is needed.
14. **Section II Item 8 from the City Council** **Resolution**
Agenda: Resolution to Amend IFB-24-70 - IDIQ Water Service Line Replacement Agreements
Resolution authorizing the Mayor and City Clerk to amend the IFB-24-70 IDIQ contracts for an increased amount of \$1,000,000.00 (\$500,000.00 per contract). The contract work is an aggressive, turnkey measure taken to directly address the City's water loss and the amendments are necessary to keep both contractors working to replace failing water service lines. Utility Board approved 5-0. A budget adjustment is needed.
15. **Section II Item 9 from the City Council** **Resolution**
Agenda: Resolution to Enter into an Agreement with Consulting Engineering, Inc. for Leak Detection Services
Resolution authorizing the Mayor and City Clerk to enter into an agreement with Consulting Engineering, Inc. for leak detection services on the City's water

distribution system in the amount of \$149,400.00. Consulting Engineering, Inc. was selected for RFP-24-78 following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with State law. Utility Board approved 5-0. A budget adjustment is needed.

16. **Section II Item 10 from the City Council** **Resolution**
Agenda: Resolution to Enter into an
Agreement with Pure Technologies US,
Inc. for Leak Detection Services

Staff requests a resolution authorizing the Mayor and City Clerk to enter into an agreement with Pure Technologies US, Inc. for leak detection services on the City's 48in Prestressed Concrete Cylinder Pipe (PPCP) water transmission main in the amount of \$159,680.85. Pure Technologies US, Inc. was selected following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with State law. Utility Board approved 5-0. A budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Daniel Clardy
Phone:	479-271-3130	For Department(s):	Transportation - Street
Email:	dclardy@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 Awarding Bid IFB-24-89 to Emery Sapp and Sons, Inc. for Asphalt Materials - Quarter 1
Action Recommendation & Justification:	Resolution to award bid IFB-24-89 to Emery Sapp & Sons, Inc. per the unit prices attached for the purchase of asphalt materials as required for street surface repairs and street resurfacing. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Emery Sapp & Sons, Inc. was the sole bid received. State law allows the City to purchase "motor fuels, oil, asphalt, asphalt oil, and natural gas" without soliciting bids. Because price volatility in the crude oil market affects the cost of asphalt, Purchasing proposes to solicit bids on at least a quarterly basis without the need for further approval of City Council through calendar year 2025. Asphalt materials will be for use by the Street Department on an as needed basis.
Amount for Approval:	\$ 0

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	12/19/24	Time of Bid Opening:	1:00 PM	IFB-24-89
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Solicitation Title: Asphalt Materials - Quarter 1

Bidders:				Emery Sapp & Sons, Inc.	
Line Item	Estimated Quantity	Unit of Measure	Service Location Description	Unit Price	Extended Price
Superpave Mix					
1	500	Ton	ACHM 9.5MM Superpave PG 64 - 22 (NO RAS): per AHTD 2014 Specifications Section 407	\$74.25	\$37,125.00
2	500	Ton	ACHM 12.5MM Superpave PG 64 - 22 (NO RAS): per AHTD 2014 Specifications Section 407	\$73.15	\$36,575.00
3	500	Ton	Superpave Performance Graded (PG) Asphalt Binder: PG 64-22: per AHTD 2014 Specifications Section 407	No Bid	No Bid
Miscellaneous Items					
5	1	Lump Sum	Start Up Price for Plant – Estimated One (1) Event each year	\$750.00	\$750.00
6	500	Ton	Delivery – Cost per Ton	No Bid	No Bid
Total Bid Price				\$74,450.00	
purchasing@bentonvillear.com - (479) 271-3115					
TABULATION VERIFICATION					

Jes

X

Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

**A RESOLUTION AWARDED BID IFB-24-89 TO EMERY SAPP AND SONS, INC.,
FOR ASPHALT MATERIALS, ON A PER UNIT PRICE IN AN APPROXIMATE
AMOUNT OF SEVENTY-FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS
(\$74,450.00); AND FOR OTHER PURPOSES.**

WHEREAS, Emery Sapp and Sons, Inc. was the sole bid received for bid IFB-24-89;

WHEREAS, this contract covers the purchase of asphalt materials as required for street surface repairs and street resurfacing on a per unit price;

WHEREAS, the purchase of materials will be for use by the Street Department on an as needed basis through the end of 2025; and

WHEREAS, this will be paid with budgeted funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF BENTONVILLE, ARKANSAS THAT:**

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Emery Sapp and Sons, Inc. for the asphalt materials needed for city streets on a per unit price;

Section 2: The estimated contract cost is seventy-four thousand four hundred fifty dollars (\$74,450.00);

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@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 Adjusting the 2025 Budget for Library Software and Support Services
Action Recommendation & Justification:	Resolution authorizing a budget adjustment to fund the purchase of RFID software and support services, from Bibliotheca, for the Bentonville Public Library. A budget adjustment is needed to cover a portion of the cost.
Additional Comments for Consideration (Optional):	Bibliotheca is a sole source vendor for certain RFID hardware and software installed at Bentonville Public Library. This is an annual expense that supports existing library technologies. It covers self-check terminals, security gates, remote lockers, and other specialty equipment. \$32,500.00 is currently budgeted for this item, but total cost is \$41,550.00. The quote came in after the 2025 budget was finalized; therefore, a budget adjustment is needed for the remaining \$9,050.00.
Amount for Approval:	\$ 9,050.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105050-43310	Technical/Data Processing	\$ 9,050.00	\$
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):

Amount includes estimated prorated costs not-yet quoted for technology installed in October 2024.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

January 2nd, 2025

Hadi Dudley, Director
Bentonville Public Library
405 S Main Street
Bentonville, AR 72712

RE: Bibliotheca Sole Source Letter

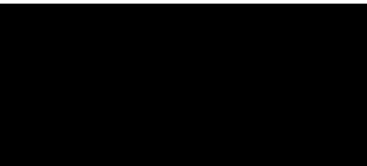
Dear Ms. Dudley:

This sole source letter is to confirm that Bibliotheca provides certain products that are unique to the library market, and as such, can only be acquired through Bibliotheca; namely the remoteLocker™ pick-up locker, open+, selfCheck™ self-service kiosks with the quickConnect™ patron interface and libraryConnect™ central management software, which is designed and manufactured exclusively by Bibliotheca.

Bibliotheca products can only be supported and maintained by Bibliotheca technicians for optimal performance and durability. Furthermore, the costs associated with continuing to use Bibliotheca as your support and maintenance provider are significantly less, as Bibliotheca technicians would not require any additional training and would already have the required parts and tools.

We look forward to continuing to support Bentonville Public Library for all its current and future automation and technology goals.

Sincerely,



Mary K Zilles, VP of Business Development & Sales Administration
m.zilles@bibliotheca.com | 678-336-7980 X 310
3169 Holcomb Bridge Road, Suite 200
Norcross, GA 30071



Service & Maintenance/Extended Warranty Quote

Bill To

Bentonville Public Library
Attn: Courtney Fitzgerald
405 South Main Street
Bentonville AR 72712-5904
United States

Ship To

Bentonville Public Library
Attn: Courtney Fitzgerald
405 South Main Street
Bentonville AR 72712-5904
United States

Quote

QUO-US20660

Date

12/12/2024

Customer:

C0007263-US

Payment Terms:

Net 30 Days

Quote Expiration:

3/12/2025

Contract Number:

24905

Term:

1/5/2025 - 1/4/2026

Item	Quantity	Net Price	Net Extended
remoteLocker 100 v3 central tower inc. RFID (black) B40920 Bentonville Community Center January 05, 2025 - January 04, 2026	1	2,203.95	2,203.95
remoteLocker 115 v3 15 locker tower (black) B40938 Bentonville Community Center January 05, 2025 - January 04, 2026	1	1,211.65	1,211.65
remoteLocker Outdoor Control unit 17 DD020025F029 Bentonville Public Library January 05, 2025 - January 04, 2026	1	2,888.56	2,888.56
SC1000 payment terminal, Comprise Castles UPT1000 512194022437 Bentonville Public Library January 05, 2025 - January 04, 2026	1	660.45	660.45
SC1000 payment terminal, Comprise Castles UPT1000 512194022441 Bentonville Public Library January 05, 2025 - January 04, 2026	1	660.45	660.45
SC1000 payment terminal, Comprise Castles UPT1000 512194022439 Bentonville Public Library January 05, 2025 - January 04, 2026	1	660.45	660.45
SC1000 payment terminal, Comprise Castles UPT1000 512194022455 Bentonville Public Library January 05, 2025 - January 04, 2026	1	660.45	660.45



Item	Quantity	Net Price	Net Extended
selfCheck 1000 black with coin & note (US) B97480 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,891.00	1,891.00
selfCheck 1000 black with coin & note (US) B97482 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,891.00	1,891.00
selfCheck 1000 black with coin & note (US) B97483 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,891.00	1,891.00
selfCheck 1000 black with coin & note (US) B97481 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,891.00	1,891.00
remoteLocker 115 v3 15 locker tower (black) B41003 Bentonville Community Center January 05, 2025 - January 04, 2026	1	1,211.65	1,211.65
remoteLocker 115 v3 15 locker tower (black) B41004 Bentonville Community Center January 05, 2025 - January 04, 2026	1	1,211.65	1,211.65
remoteLocker Outdoor Add-on 22 DD020025F044 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,434.30	1,434.30
remoteLocker Outdoor Add-on 22 DD020025F024 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,434.30	1,434.30
remoteLocker Outdoor Control Unit 17 DD020025F026B Bentonville Public Library January 05, 2025 - January 04, 2026	1	2,888.56	2,888.56
remoteLocker Outdoor Add-on 22 DD020025F030 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,434.30	1,434.30
selfCheck 1000 black with coin & note (US) B97971 Bentonville Community Center January 05, 2025 - January 04, 2026	1	1,891.00	1,891.00
SC1000 payment terminal, Comprise Castles UPT1000 512194022440 Bentonville Public Library January 05, 2025 - January 04, 2026	1	660.45	660.45



Item	Quantity	Net Price	Net Extended
smartgate 600 (single Aisle) bib020478 Bentonville Public Library January 05, 2025 - January 04, 2026	1	2,107.35	2,107.35
smartgate™ 400 Triple bib020479 Bentonville Public Library January 05, 2025 - January 04, 2026	1	2,594.60	2,594.60
staffConnect gate License Bentonville Public Library January 05, 2025 - January 04, 2026	1	107.00	107.00
libraryConnect devices, 1 year subscription, 6-15 devices TEMPSN07649 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,998.61	1,998.61
staffConnect gate License Bentonville Public Library January 05, 2025 - January 04, 2026	1	107.00	107.00
Subtotal:			35,590.73
Tax Total:			3,381.18
Total:			38,971.91
Currency:			US Dollar



Terms and Conditions

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, and according to service level purchased, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to service-renewals-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET, FOR THE PURCHASE OF RFID SOFTWARE AND SUPPORT SERVICES FOR THE BENTONVILLE PUBLIC LIBRARY; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library utilizes self-check terminals, security gates, remote lockers, and other specialty equipment;

WHEREAS, Bibliotheca is a sole source provider and this is an annual Library expense;

WHEREAS, the Bentonville Public Library included thirty-two thousand five hundred dollars (\$32,500.00) in its 2025 budget for this purchase; and

WHEREAS, because final pricing was received after the 2025 budget was finalized, a budget adjustment is needed for the cost difference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The 2025 Budget is amended to appropriate nine thousand fifty dollars (\$9,050.00) from General Fund Reserves to Account #105050-43310 – Technical/Data Processing;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@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 Bidding and Authorizing an Agreement with OverDrive Inc.
Action Recommendation & Justification:	Ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement with OverDrive Inc., in the amount of \$58,500.00, for digital products at the Bentonville Public Library. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	OverDrive is a sole source vendor for certain digital materials and subscriptions. BPL has a long-standing purchase agreement with the vendor and regional consortium libraries. Due to this, and the multi-year partnership with other libraries, it is not practical or feasible to solicit bids. Annual use continues to increase with more than 143,000 downloads this year. This purchase provides ebooks, downloadable audiobooks, magazines, and other digital products.
Amount for Approval:	\$ 58,500.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Amount includes platform fees and costs to purchase ebook content.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: The purchase of Overdrive Software

Purchasing and Compliance recommends approval of an ordinance to waive competitive bidding requirements for an amount not to exceed \$58,500.00 to Overdrive for digital materials and subscriptions for the Bentonville Public Library (BPL).

Overdrive is a sole-source, proprietary vendor for certain eBooks, downloadable audiobooks, magazines, and other digital materials. BPL has maintained a long-standing purchase agreement with Overdrive and participates in a regional consortium with other libraries that leverage Overdrive's services. While other vendors provide digital content, Overdrive offers access to an extensive collection of titles that BPL and its patrons rely on. This vendor's platform has been integral to BPL's digital offerings, and usage continues to grow, with more than 143,000 downloads this year alone.

Waiving competitive bidding requirements will ensure uninterrupted access to Overdrive's digital resources, which are essential to meeting the community's increasing demand for digital materials.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

November 30, 2023



Hadi Dudley
Bentonville Public Library
405 South Main Street
Bentonville, AR 72712-5298

RE: OverDrive as a sole source provider

Dear Hadi:

OverDrive, Inc. uniquely provides a series of digital library services that enable institutions to lend popular ebooks, digital audiobooks, streaming video, and digital magazines to their authorized users via a single platform.

Available from OverDrive as a sole source provider, we offer a comprehensive suite of services that includes:

- A customized website for libraries and the award-winning, proprietary *Libby* app for patrons to access digital content
- OverDrive's proprietary browser-based formats for digital content, *OverDrive Read* for ebooks and *OverDrive Listen* for audiobooks
- OverDrive's proprietary online *Marketplace* for content ordering, content management, and customized usage reports
- OverDrive's proprietary *Local Content* feature, which enables institutions to upload locally produced and self-published digital content for lending to their users, with lending policies set by the institution
- OverDrive's proprietary *Public Library Connect* feature, which leverages cooperation between OverDrive's library and school customers to enable students to access their public library's digital content collection via OverDrive's student reading app, Sora
- OverDrive's *Notify Me* feature, which enables patrons to express interest in a title not currently offered by their library
- *OverDrive APIs*, available via the OverDrive Developer Portal, which allow for deep integration of digital content with library discovery tools
- Download ebooks in the Kindle format and compatibility with all generations of Amazon Kindle (*exclusive to OverDrive*)
- Popular and educational streaming videos available through Kanopy (*exclusive to OverDrive*)
- Digital magazines available through Zinio (*exclusive to OverDrive*)
- Online music lessons from master musicians available through ArtistWorks (*exclusive to OverDrive*)
- Integration with the institution's ILS for real-time patron authentication

As a result of the combination of the above referenced items, as well as OverDrive's continued innovation, market leadership, proven success, and secret processes, OverDrive is the sole vendor to offer these unique services and sought-after materials.

Very truly yours,

Steve Potash
Founder & CEO
OverDrive, Inc.



Library Consent Form

LIBRARY INFORMATION

Name of Public Library/Participating Library/Consortium ("Library"): **Bentonville Public Library**

OverDrive-Hosted Website URL: (ex: mylib.overdrive.com) **https://lib2go.overdrive.com/**

PRIMARY CONTACT

Name: **Hadi Dudley**

Telephone: **479-271-3194**

Title: **Library Director**

Email: **hdudley@bentonvillear.com**

Public Library Connect (PLC) enables students in designated schools within the library's service area to directly access their OverDrive digital collection.

Terms and Conditions:

- The undersigned consents to allowing students from designated schools and/or school districts ("Participating School") to utilize student IDs or school or district sign on credentials to be authenticated and borrow Digital Content from the Library's OverDrive Digital Collection.
- Access for students using PLC is provided to the Library at no cost and does not require any Library integration or other ILS changes.
- Titles checked out by students using PLC will be reported in the Library's Marketplace Checkout report under "Borrowed from: Sora."
- Participating Schools using PLC shall be limited to schools or districts within Library's legal service area and are subject to OverDrive approval. Each Participating School shall execute a consent form to agree to the terms of Library's service agreement with OverDrive.
- The term of PLC shall run concurrent with the Library's OverDrive agreement. In the event of termination or expiration of Library's OverDrive agreement, Participating Schools will no longer have access to PLC.

Sign us up!

On behalf of Library, my signature below indicates acceptance of the above Terms and Conditions, as well as authority for my library to enter into this agreement.

By: (signature)

Title: **Mayor**

Name: (Print) **Stephanie Orman**

Date: **6/22/20**

Please complete this consent form and email to connect@overdrive.com or return by fax to +1 216-573-6889.



One OverDrive Way, Cleveland, OH 44125 • P: 1+ 216-573-6886 F: 1+ 216-573-6889

©2020 OverDrive, Inc.

OverDrive® Advantage 2.0 Enrollment Form

Shared Collection Information

Name of Shared Collection: Arkansas Library 2 Go

URL of Shared Collection: www.lib2go.overdrive.com

Participating Library Information

Participating Library Name: Bentonville Public Library

Sample Library Card Number (for testing purposes): 20296000061820 PIN (If Applicable): 1234

Participating Library Accounting Contact

Name: Vira Kousol Email: vkousol@bentonvillear.com

Telephone: 479-271-6771 Fax: 479-271-6775

Address: 405 South Main Street City Bentonville State AR ZIP 72712

Participating Library Collection Development Contact

Name: Heather Hays Email: hhays@bentonvillear.com

Telephone: 479-271-5976 Fax: _____

☐ OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

Terms and Conditions:

- Participating Library must be a current OverDrive customer and participating in an OverDrive consortium or shared collection and have the ability to authenticate library patrons as part of an individual library.
- Participating Library must set up a separate account with OverDrive and will be invoiced separately for their titles.
- Participating Library acknowledges fees or costs related to MARC records, SIP or similar protocol for patron authentication are not included, and shall be at Participating Library's own expense.

Advantage Enrollment Fee:

- The Advantage Enrollment Fee is **\$250 USD**. This fee will be applied as an OverDrive Advantage **content credit**. Participating Library has access to purchase additional content at any time, as long as account is in good standing.

Advantage Collection Development Requests (Please check or complete all that apply):

- Popular Titles _____ Please specify subjects: _____
- High Consortium Holds _____
- Other (Please specify): _____

Acknowledgement and Acceptance:

- Participating Library requests to be invoiced an amount of \$ 0.00 **USD** (in addition to \$250 Advantage Enrollment Fee) for a deposit on account with OverDrive for future content collection purchases.
- Participating Library will be invoiced in the amount of **\$250 USD** for the OverDrive Advantage Enrollment Fee and agrees to be bound by the OverDrive Advantage Terms and conditions.

Bentonville Public Library
(Participating Library Name)

Date: 07/14/2020

By Signature: _____

Name (Print): Mayor Stephanie Orman
for Hadi Dudley, Library Director

Email: hdudley@bentonvillear.com

Please complete this Enrollment Form and return by fax (216-573-6889) or email (collectionteam@overdrive.com)

For more information on OverDrive Advantage, please contact collectionteam@overdrive.com

Schedule “C”
Library Participation Form – Northwest Arkansas Digital Consortium

1. In consideration of participation in the Consortium, lending digital materials, Participating Library agrees to abide by the terms and conditions of the Agreement and all Schedules.
2. Participating Libraries shall pay OverDrive an Annual Fee for joining and ongoing services provided to the Northwest Arkansas Digital Consortium. The Annual Fee shall include any and all services relating to use of the Application Services including the DLR System License, configuration and customization of website services, third party software licenses, hosting, bandwidth, and maintenance of the application services and staff training. After the first renewal term (after a period of four (4) years from Effective Date), the Annual Fee is subject to change. The Annual Fee shall be based upon Participating Library’s Legal Service Area Population as reported by the then current information available at the National Center for Education Statistics (NCES): <http://nces.ed.gov/surveys/libraries/librarysearch/>

Annual Fees for 2008 - 2012

Please check one:

Tier 1	Legal Service Area Population up to 25,000	\$3,000 per year	<u> </u>
Tier 2	Legal Service Area Population of 25,001 – 55,000	\$6,000 per year	<u> x </u>
Tier 3	Legal Service Area Population of 55,001 – 100,000	\$9,000 per year	<u> </u>

3. Arkansas public libraries with Legal Service Area Populations under 100,000 shall be eligible to join Consortium, on a quarterly basis. Any current OverDrive customer (standalone system) shall not be eligible to join Consortium. The Northwest Arkansas Digital Consortium shall be comprised of a minimum of five (5) Participating Libraries with a maximum of fifteen (15) Participating Libraries. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium.
4. The Annual Fee collected during each year shall be allocated as follows: one-third (1/3) towards configuration, system fees, and maintenance, and two-thirds (2/3) toward selection of Content for the shared collection. At any time during the term of this Agreement, Consortium and/or Participating Libraries may select additional Content subject to standard terms and pricing. Consortium and/or Participating Libraries shall make payments to OverDrive for Content selections within 30 days of receipt of invoice.
5. All Participating Libraries that join Consortium after go-live shall pay OverDrive a one-time Participation Fee of Fifteen Hundred Dollars (\$1,500) per Participating Library. Such Participation Fee shall be waived for Participating Libraries that join Consortium before go-live. Such fee, if applicable, shall be due and payable directly to OverDrive within 30 days of receipt of invoice. The Participation Fee shall include in whole or in part, fees for testing, staff training, and integration of Participating Library into the Consortium Website.
6. Participating Library shall include a direct hyperlink and/or logo linked to the DLR service from Participating Library’s home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to NetLibrary, Recorded Books, and MyLibraryDV.
7. Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library’s own expense, and are not included in the Annual Fee.
8. Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been purchased with the Participating Library’s monetary and in-kind contributions to Consortium shall remain with Consortium.

[signature page follows]

Accepted and agreed this 5 day of Nov 2008 by:

Bentonville Public Library
("Participating Library")

By (signature):

Name (Print):

Title:

[Redacted Signature]

Bob McCaslin

Mayor of Bentonville

Please fill out the following with the appropriate contacts:

Billing Contact(s)

Name(s), email address, and billing address of contacts to receive billing:

Name: Hadi Dudley

Name: _____

Email: hdudley@bentonvilliar.com

Email: _____

Address: 405 S. Main ST

Address: _____

Bentonville, AR 72712

ILS Change Contact(s)

Names(s) and email address of contacts allowed to request ILS changes for your library:

Name: Debra Hobbs

Name: _____

Email: dhobbs@bentonvilliar.com

Email: _____

Collection Contact(s)

Name(s) and email address of contacts who will work on collection management:

Name: Heather Hays Bullock

Name: Sue Ann Pikel

Email: hhays@bentonvilliar.com

Email: spekel@bentonvilliar.com

Promotional Materials Contact(s)

Name(s) and email address of contacts to work with our Partner Services Team on promotion:

Name: Heather Hays Bullock

Name: _____

Email: hhays@bentonvilliar.com

Email: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH OVERDRIVE INC. FOR THE PURCHASE OF DIGITAL PRODUCTS, IN AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00); WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library and other regional libraries have contracted with OverDrive, Inc. for digital eBooks, downloadable audiobooks, magazines, and other digital products;

WHEREAS, renewal of this service is necessary to purchase new titles and access existing materials; therefore, competitive bidding is neither practical nor feasible; and

WHEREAS, this is a budgeted item.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with OverDrive, Inc., for the purchase of, and continued access to, digital products in an amount not to exceed fifty-eight thousand five hundred dollars (\$58,500.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of, and continued access to, digital products to expand the Bentonville Public Library's catalog;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@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 Adjusting the 2025 Budget for Bentonville Public Library Equipment and Technology
Action Recommendation & Justification:	Resolution authorizing a budget adjustment to purchase adaptive technologies and equipment for the Library's new Business Center and Community Hub. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This project was included in the 2024 budget but purchases were not made due to construction delays. Since the funds could not be utilized, \$10,000.00 was left unspent. The renovated space will be open February 1, 2025, at which time specialty equipment will be purchased for patron use.
Amount for Approval:	\$ 10,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105050-42510	Minor Equipment	\$ 10,000.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2025 BUDGET, FOR THE PURCHASE OF
EQUIPMENT AND ADAPTIVE TECHNOLOGIES FOR THE BENTONVILLE
PUBLIC LIBRARY; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Public Library seeks a budget adjustment to purchase equipment and adaptive technologies for the new Business Center and Community Hub;

WHEREAS, because of construction delays, 2024 budgeted funds were not utilized, leaving ten thousand dollars (\$10,000.00) unspent; and

WHEREAS, this budget adjustment will assist with the purchase of adaptive technologies and equipment for the new Business Center and Community Hub.

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

Section 1: The 2025 Budget is amended to appropriate ten thousand dollars (\$10,000.00) from General Fund Reserves into Account #105050-42510 – Minor Equipment;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Kelsi Frederick
Phone:	(479) 271-3115	For Department(s):	Various City Departments
Email:	kfrederick@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-24-81 for On-Call Plumbing Services to Multi-Craft Contractors, Inc.
Action Recommendation & Justification:	Resolution awarding bid IFB-24-81 for On-Call Plumbing Services to Multi-Craft Contractors, Inc. per the unit prices attached plus 30% markup on Materials and Parts. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Multi-Craft Contractors, Inc. was the sole bid received. The contract term is for a one (1) year term, renewable annually for a total maximum term not to exceed three (3) years. Multi-Craft Contractors, Inc. will be responsible for providing comprehensive plumbing services on an as-needed basis, including but not limited to emergency repairs and routine. Public Works will manage this contract.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT
FORMAL SEALED BID TABULATION

Date of Bid Opening:	12/18/24	Time of Bid Opening:	1:00 PM	IFB-24-81
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Solicitation Title: On-Call Plumbing Services

Bidders:			Multi-Craft Contractors, Inc.	
Line Item	Description	Estimated Quantity	Price/Hour	Estimated Cost
1	Journeyman Plumber- Straight/Regular Time	100	\$124.83	\$12,483.00
2	Journeyman Plumber- Nights and Weekends	25	\$187.25	\$4,681.25
3	Journeyman Plumber- Holiday	10	\$249.66	\$2,496.60
4	Apprentice Plumber- Straight/Regular Time	100	\$65.70	\$6,570.00
5	Apprentice Plumber- Nights and Weekends	25	\$98.55	\$2,463.75
6	Apprentice Plumber- Holiday	10	\$131.40	\$1,314.00
7	Plumber’s Helper- Straight/Regular Time	100	\$65.70	\$6,570.00
8	Plumber’s Helper- Nights and Weekends	25	\$98.55	\$2,463.75
9	Plumber’s Helper- Holiday	10	\$131.40	\$1,314.00
10	Foreman/Supervisor- Straight/Regular Time	100	\$124.83	\$12,483.00
11	Foreman/Supervisor- Nights and Weekends	25	\$187.25	\$4,681.25
12	Foreman/Supervisor- Holiday	10	\$249.66	\$2,496.60
13	General Laborer- Straight/Regular Time	100	\$65.70	\$6,570.00
14	General Laborer- Nights and Weekends	25	\$98.55	\$2,463.75
15	General Laborer- Holiday	10	\$131.40	\$1,314.00
Total Bid Price			\$70,364.95	
Line Item	Description	Percent Markup		
1	Materials and Parts (Markup %)	30%		
purchasing@bentonvillear.com - (479) 271-3115				
TABULATION VERIFICATION				

X [Redacted Signature]

Meghan Dillard, Purchasing Specialist

X [Redacted Signature]

Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-24-81 TO MULTI-CRAFT CONTRACTORS, INC., FOR ON-CALL PLUMBING SERVICES PER UNIT PRICING; AND FOR OTHER PURPOSES.

WHEREAS, Multi-Craft Contractors, Inc. was to sole bid received for bid IFB-24-81;

WHEREAS, this agreement covers on-call Plumbing Services, per the unit prices plus thirty percent markup on materials and parts, to be used on an as-needed basis, including but not limited to emergency repairs and routine maintenance, for various City of Bentonville Departments; and

WHEREAS, the contract term is one (1) year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Multi-Craft Contractors, Inc., for on-call Plumbing Services;

Section 2: Costs are per the unit prices plus a thirty percent (30%) markup on materials and parts;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Kelsi Frederick
Phone:	(479) 271-3115	For Department(s):	Various City Departments
Email:	kfrederick@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-24-82 for On-Call Heating, Ventilation, and Air Conditioning Service
Action Recommendation & Justification:	Resolution awarding bid IFB-24-82 for On-Call Heating, Ventilation, and Air Conditioning Services to A/C Services and Mechanical per the unit prices attached plus 20% markup on Materials and Parts excluding New Units. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The contract term is a (1) year term, renewable annually for a total maximum term not to exceed three (3) years. A/C Services and Mechanical will be responsible for providing comprehensive HVAC maintenance, repair, and installation services for City buildings.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	12/18/24	Time of Bid Opening:	1:30 PM	IFB-24-82
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Solicitation Title: On-Call Heating, Ventilation, and Air Conditioning (HVAC) Services

Bidders:			A/C Services and Mechanical		Multi-Craft Contractors, Inc		Johnson Controls Inc.	
Line Item	Description	Estimated Quantity	Price/Hour	Estimated Cost	Price/Hour	Estimated Cost	Price/Hour	Estimated Cost
1	Journeyman HVAC/R Technician- Straight/Regular Time	100	\$102.00	\$10,200.00	\$124.83	\$12,483.00	\$131.00	\$13,100.00
2	Journeyman HVAC/R Technician- Nights and Weekends	25	\$129.50	\$3,237.50	\$187.25	\$4,681.25	\$196.00	\$4,900.00
3	Journeyman HVAC/R Technician- Holiday	10	\$173.00	\$1,730.00	\$249.66	\$2,496.60	\$262.00	\$2,620.00
4	Apprentice HVAC/R Technician- Straight/Regular Time	100	\$82.00	\$8,200.00	\$65.70	\$6,570.00	\$131.00	\$13,100.00
5	Apprentice HVAC/R Technician- Nights and Weekends	25	\$109.50	\$2,737.50	\$98.55	\$2,463.75	\$196.00	\$4,900.00
6	Apprentice HVAC/R Technician- Holiday	10	\$153.00	\$1,530.00	\$131.40	\$1,314.00	\$262.00	\$2,620.00
7	HVAC/R Technician's Helper- Straight/Regular Time	100	\$72.00	\$7,200.00	\$65.70	\$6,570.00	\$131.00	\$13,100.00
8	HVAC/R Technician's Helper- Nights and Weekends	25	\$99.50	\$2,487.50	\$98.55	\$2,463.75	\$196.00	\$4,900.00
9	HVAC/R Technician's Helper- Holiday	10	\$143.00	\$1,430.00	\$131.40	\$1,314.00	\$262.00	\$2,620.00
10	Foreman/Supervisor- Straight/Regular Time	100	\$110.00	\$11,000.00	\$135.78	\$13,578.00	\$131.00	\$13,100.00
11	Foreman/Supervisor- Nights and Weekends	25	\$160.00	\$4,000.00	\$203.67	\$5,091.75	\$196.00	\$4,900.00
12	Foreman/Supervisor- Holiday	10	\$180.00	\$1,800.00	\$271.56	\$2,715.60	\$262.00	\$2,620.00
13	General Laborer- Straight/Regular Time	100	\$72.00	\$7,200.00	\$65.70	\$6,570.00	\$131.00	\$13,100.00
14	General Laborer- Nights and Weekends	25	\$99.50	\$2,487.50	\$98.55	\$2,463.75	\$196.00	\$4,900.00
15	General Laborer- Holiday	10	\$143.00	\$1,430.00	\$131.40	\$1,314.00	\$262.00	\$2,620.00
Total Bid Price			\$66,670.00		\$72,089.45		\$103,100.00	
Line Item	Description	Percent Markup			Percent Markup		Percent Markup	
1	Materials (Markup %) – New Units	10%			15%		30%	
2	Material and Parts (Markup %) – Excluding New Units	20%			30%		30%	
					**Total Bid Price corrected during Bid Evaluation			

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

TABULATION VERIFICATION

X

Meghan Dillard, Purchasing Specialist

X

Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-24-82 TO A/C SERVICES AND MECHANICAL, FOR ON-CALL HVAC SERVICES FOR VARIOUS CITY OF BENTONVILLE DEPARTMENTS; AND FOR OTHER PURPOSES.

WHEREAS, A/C Services and Mechanical was the lowest qualified bidder for bid IFB-24-82;

WHEREAS, this agreement covers on-call HVAC Services, per the unit prices plus twenty percent (20%) markup on materials and parts, excluding new units, to be used on an as-needed basis for comprehensive HVAC maintenance, repair, and installation services, for various City of Bentonville Departments; and

WHEREAS, the contract term is for one (1) year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with A/C Services and Mechanical for on-call HVAC Services;

Section 2: Costs will be per the unit prices plus a twenty percent (20%) markup on materials and parts, excluding new units which will include a ten percent (10%) markup on materials for new units, on an as needed basis;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Kelsi Frederick
Phone:	479-271-3115	For Department(s):	Various Departments
Email:	kfrederick@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-24-75 for Citywide Security Alarm Monitoring
Action Recommendation & Justification:	Resolution awarding bid IFB-24-75 for citywide security alarm monitoring to Advantage Security Technologies, LLC per the unit prices attached. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Advantage Security Technologies, LLC was the sole bid received. Contract term is for one (1) year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	12/19/24	Time of Bid Opening:	2:00 PM	IFB-24-75
----------------------	----------	----------------------	---------	-----------

Solicitation Title: City Wide Security Alarm Monitoring Service

Bidders:				Advantage Security Technologies, LLC	
Line Item	Estimated Quantity	Unit of Measure	Service Location Description	Unit Price	Extended Price

Category 1 - Monitoring and Monthly Reporting Services (monthly price shall include all monitoring and follow-up services to be provided, including travel time to and from City locations)

1	1	Each	City Hall - 305 SW A Street Bentonville, AR	\$150.00	\$150.00
2	1	Each	Administrative Services Building - 1000 SW 14th Street Bentonville, AR	\$180.00	\$180.00
3	1	Each	Auction Building - 3202 Municipal Drive Bentonville, AR	\$180.00	\$180.00
4	1	Each	Adult Wellness Center - Open in 2026 - 215 SW A Street Bentonville, AR	\$180.00	\$180.00
5	1	Each	Bentonville Community Center - 1101 SW Citizens Circle Bentonville, AR	\$180.00	\$180.00
6	1	Each	Parks Maintenance Facility - 401 NE Moberly Lane Bentonville, AR	\$180.00	\$180.00
7	1	Each	Creekside Park - 3202 SW Bright Road Bentonville, AR	\$180.00	\$180.00
8	1	Each	Philips Park Maintenance Facility - 3108 SE J Street Bentonville, AR	\$180.00	\$180.00
9	1	Each	District Court - 2706 S. Walton Bentonville, AR	\$150.00	\$150.00
10	2	Each	Library - 405 S Main Street Bentonville, AR	\$180.00	\$360.00
11	1	Each	Bomb Squad Building - 801 SW A Street Bentonville, AR	\$150.00	\$150.00

Total Bid Price

\$2,070.00

*Total Bid Price Corrected during bid evaluation.

Line Item	Estimated Quantity	Unit of Measure	Service Location Description	Unit Price	Extended Price
-----------	--------------------	-----------------	------------------------------	------------	----------------

Category 2 - Other Services - As Needed

1	1	Hourly	Labor rate for other services as needed Monday – Friday 8:00 am – 5:00 pm*	\$85.00	\$85.00
2	1	Hourly	Labor rate for other services as needed after 5:00 pm Monday – Friday & on Weekends or Holidays*	\$190.00	\$190.00
3	1	Each	Install and Program Additional Radio Communicators as needed**	\$208.00	\$208.00
4	1	Monthly	Monitoring and Maintenance of Additional Radio Communicators (unit price stated per month)	\$32.50	\$32.50

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

Surcharge for After-Hours Priority Start (response within two (2) hours of initial contact)

*The Contractor will be required to be on site within twenty-four (24) hours of the contractor's response to the request, unless otherwise directed by the City representative or designee. A Priority Service Call will include items that require a visit to the alarm site to repair and/or replace major and minor components of the intrusion alarm system. This includes motion detectors, beams, wireless receivers, repeaters, keypad alarm panels. These are problems with the system that have degraded its design but have not rendered it inoperable.

\$300.00

Flat Fee

Surcharge for Emergency Start (on-site and begin work within two (2) hours of initial contact)

*The Contractor shall be on-site and begin work within two (2) hours of the initial call or work request for sites. An Emergency Service Call means our system has failed and is completely inoperable. We cannot leave the system off-line, and it must be returned to service in the least amount of time.

\$300.00

Flat Fee

TABULATION VERIFICATION

Jessica Engel, Purchasing Specialist

Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

A RESOLUTION AWARDED BID IFB-24-75 TO ADVANTAGE SECURITY TECHNOLOGIES, LLC., FOR CITYWIDE SECURITY ALARM MONITORING; AND FOR OTHER PURPOSES.

WHEREAS, Advantage Security Technologies, LLC. was the sole bid received for bid IFB-24-75;

WHEREAS, this agreement covers citywide security alarm monitoring, per the unit prices; and

WHEREAS, the contract term is for one (1) year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Advantage Security Technologies, LLC. for citywide security alarm monitoring;

Section 2: Costs are per the unit prices;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Ray Shastid
Phone:	479-271-3170	For Department(s):	Police
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Waiving Competitive Bidding to Purchase Police Uniforms and Equipment from Galls, LLC
Action Recommendation & Justification:	Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Galls, LLC in Springdale, Arkansas, for the purchase of police uniforms and equipment, and waiving the requirement for competitive bidding. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	As the sole source provider, it is impracticable to solicit bids. Galls Springdale location promotes safety and convenience with timely and cost effective uniform measuring, fitting, alterations, and availability. Factors such as new employees, turnover, and general wear and tear, determine the actual yearly expense related to uniforms and replacements.
Amount for Approval:	\$ 154,500.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: The purchase of public safety uniforms and uniform accessories.

In 2019, the Purchasing Office conducted an internal review of public safety uniforms and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories. On March 13, 2020 Purchasing issued a Memo explaining the determination that Galls, LLC was the sole source provider for the City's public safety uniforms; a copy of this Memo is attached.

In January 2025, Purchasing has reviewed the information from previous years and consulted with the City's Police and Fire Departments, determining that there had been no change to sole source justification, or the information included in the original Memo/found in the original review of public safety uniforms and uniform accessory purchases. The current GSA Cooperative Contract (47QSWA21D008H) is used, when possible, by the Police and Fire Departments to obtain co-op pricing for certain items from Galls, LLC.

Purchasing will conduct this review annually, to determine if any change has been found and either communicate that change or adjust the recommendation for the purchase of these items.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GALLS, LLC, FOR THE PURCHASE OF BENTONVILLE POLICE DEPARTMENT UNIFORMS AND EQUIPMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$154,500.00); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department requires a standardized and centralized provider for uniforms and equipment;

WHEREAS, Galls LLC is the sole provider for such uniforms and equipment in the area, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Galls LLC, for the purchase of uniforms and equipment for the Bentonville Police Department, in an amount not to exceed one hundred fifty-four thousand five hundred dollars (\$154,500.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of uniforms and equipment for the Bentonville Police Department;

Section 4 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Marcus Williams
Phone:	479-271-3151	For Department(s):	Fire
Email:	mwilliams@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 Approving a Waiver of Bid Request for Fire Department Uniforms from Galls, LLC
Action Recommendation & Justification:	Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Galls, LLC in Springdale, Arkansas, for the purchase of fire uniforms and accessories. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	As the sole source provider, it is impracticable to solicit bids. Being located in Springdale, this provider promotes safety and convenience, allowing local, timely, and cost effective uniform measuring, fitting, alterations, and availability. Galls also carries a GSA contract # along with our BuyBoard discounts. The emergency clause is requested due to hiring new personnel that were given a basic set of uniforms because purchasing cut off in Oct. of 2024 and there were shipping delays.
Amount for Approval:	\$ 165,804.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Fire Account 102020-42020

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: The purchase of public safety uniforms and uniform accessories.

In 2019, the Purchasing Office conducted an internal review of public safety uniforms and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories. On March 13, 2020 Purchasing issued a Memo explaining the determination that Galls, LLC was the sole source provider for the City's public safety uniforms; a copy of this Memo is attached.

In January 2025, Purchasing has reviewed the information from previous years and consulted with the City's Police and Fire Departments, determining that there had been no change to sole source justification, or the information included in the original Memo/found in the original review of public safety uniforms and uniform accessory purchases. The current GSA Cooperative Contract (47QSWA21D008H) is used, when possible, by the Police and Fire Departments to obtain co-op pricing for certain items from Galls, LLC.

Purchasing will conduct this review annually, to determine if any change has been found and either communicate that change or adjust the recommendation for the purchase of these items.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GALLS, LLC, FOR THE PURCHASE OF BENTONVILLE FIRE DEPARTMENT UNIFORMS AND ACCESSORIES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED FOUR DOLLARS (\$165,804.00); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department requires a standardized and centralized provider for public safety uniforms and accessories;

WHEREAS, Galls LLC is the sole provider for such uniforms and accessories in the area, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Galls LLC, for the purchase of uniforms and uniform accessories for the Bentonville Fire Department, in an amount not to exceed one hundred sixty-five thousand eight hundred four dollars (\$165,804.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of public safety uniforms and uniform accessories for the Bentonville Fire Department;

Section 4 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Curtis Sharp
Phone:	(479) 271-2151	For Department(s):	Fire
Email:	csharp@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 Bidding for Medical supplies for Paramedic Ambulances
Action Recommendation & Justification:	Ordinance requesting a waiver of bid for various purchases of medical supplies and medications for the ambulance service from the following vendors: Henry Schein, Bound Tree Medical, LiveWell Pharmacy, Stryker, Teleflex, Core Scientific Global, and Zoll Medical. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached memo. An emergency clause is needed to keep the medical supplies stocked for the Ambulances.
Amount for Approval:	\$ 115,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

102020-42090 Other Operating Supplies (Paramedic Supplies) \$115,000.00

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Inter-office Memorandum

To: Mayor Orman and City Council
From: Curtis Sharp, Deputy Chief
CC: Justin Scantlin, Fire Chief
Camille Thompson, Staff Attorney
Patrick Johndrow, Finance Director
Kelsi Frederick, Purchasing Manager
Date: January 14, 2025
Re: Purchasing Paramedic Supplies

To ensure the best stewardship of public funding and to maintain flexibility for optimal pricing, specifically during segmented medical trends and volatility resulting from unforeseen circumstances that interrupt the supply chain, the Fire department requests bid waivers to allow purchasing from the following vendors: Henry Schein, Bound Tree Medical, Stryker, Teleflex, Core Scientific Global, Live Well Pharmacy (Tripharma), and Zoll Medical. Any aggregate purchase above \$12,500 will have three quotes to maintain compliance with the City of Bentonville Purchasing Policy.



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: Purchase of Medical Supplies for Paramedic Ambulances.

Purchasing and Compliance Department recommends the approval of bid waivers to purchase medical supplies and medications for ambulance services from the following vendors:

- Henry Schein
- Bound Tree Medical
- Stryker
- Teleflex
- Core Scientific Global
- Live Well Pharmacy (Tripharma)
- Zoll Medical

This recommendation is made to ensure the best stewardship of public funds while maintaining the flexibility needed to secure optimal pricing. The current segmented trends in the medical market and supply chain disruptions caused by unforeseen circumstances underscore the necessity of this approach.

For any aggregate purchase exceeding \$12,500, the Fire Department will secure three quotes to ensure compliance with the City of Bentonville's Purchasing Policy. This process ensures that pricing remains competitive and transparent. The selected vendors have been identified based on their ability to provide critical medical supplies and medications promptly and at competitive prices. Allowing purchases from multiple vendors provides the Fire Department with the necessary agility to respond to medical emergencies without delays caused by restrictive procurement processes.

Purchasing and Compliance recommend the approval of this bid waiver request for the vendors listed above. This will enable the Fire Department to continue delivering high-quality ambulance services to the community while adhering to the established budget and procurement policies.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AGREEMENTS FOR THE PURCHASE OF MEDICAL SUPPLIES AND MEDICATION FOR THE BENTONVILLE FIRE DEPARTMENT AMBULANCE SERVICE, THE AGGREGATE TOTAL NOT TO EXCEED ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.00), WITH VARIOUS VENDORS; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department closely monitors and evaluates purchasing practices for routine emergency medical supplies and medications to ensure availability, compatibility, validity, and related fees;

WHEREAS, the Purchasing and Compliance Department recommends the approval of bid waivers to purchase medical supplies and medications for ambulance services from the following vendors: Henry Schein, Bound Tree Medical, Stryker, Core Scientific Global, Live Well Pharmacy (Tripharma), and Zoll Medical;

WHEREAS, this recommendation is made to ensure the best stewardship of public funds while maintaining the flexibility needed to secure optimal pricing while avoiding supply chain disruptions; and

WHEREAS, this agreement will be funded with budgeted monies.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into agreements with Henry Schein, Bound Tree Medical, Stryker, Core Scientific Global, Live Well Pharmacy (Tripharma), and Zoll Medical, for the purchase of medical supplies and medication for the Bentonville Fire Department Ambulance Service, in a total amount not to exceed one hundred fifteen thousand dollars (\$115,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of medical supplies and medication for the Bentonville Fire Department Ambulance Service;

Section 4 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Kelsi Frederick
Phone:	479-271-3115	For Department(s):	Purchasing and Compliance
Email:	kfrederick@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:	Amend Exhibit "A" Purchasing Policy in Resolution 6-22-2021T
Action Recommendation & Justification:	Approve a Resolution to amend the City of Bentonville Purchasing Policy, Exhibit "A", in Resolution 6-22-2021T, as described in the proposed revisions (in red) in the attached copy. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	The City approved the Purchasing Policy via Resolution in June of 2021. Since its approval, we have identified minor corrections needed. These changes include corrections to the updated department name and addressing the modification of purchasing threshold requirements.
Amount for Approval:	\$ 0

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

RESOLUTION NO. _____

**A RESOLUTION ADOPTING REVISIONS TO THE CITY OF
BENTONVILLE PURCHASING POLICY; AND FOR OTHER PURPOSES.**

WHEREAS, the City’s Purchasing Policy was adopted by City Council in June 2021;

WHEREAS, the Purchasing Manager and Legal Department, recommend revisions to the Purchasing Policy to reflect the updated department name and increased competitive bidding threshold authorized by state law; and

WHEREAS, the provision of Arkansas Code Annotated §14-58-303(b)(3) set the parameters for the competitive bidding threshold increase from thirty-five thousand dollars (\$35,000.00) to forty-two thousand nine hundred twenty-one dollars (\$42,921.00).

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

Section 1: That the City of Bentonville Purchasing Policy is updated to reflect the revisions contained in Exhibit “A”;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



CITY OF BENTONVILLE PURCHASING **AND COMPLIANCE POLICY**

Adopted: June 22, 2021

Amendment 1 Adopted: October 24, 2023

Amendment 2 Adopted: January 14, 2025

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SECTION 1 **Purchasing and Compliance Department**

Mission Statement

To help administrate City expenditures in a transparent, ethical, personalized and value-added manner, providing clarity and simplification internally, for vendors and for citizens of Bentonville.

Purpose

The Purchasing and Compliance Department assists and directs City Departments with of City funds, ensuring expenditures, contracts, procurements, and sales (surplus property) are processed in an open and competitive, legal manner according to applicable laws, assists in contract and project compliance, and oversees or audits internal programs supporting the efficient and legal expenditure of City funds, including but not limited to Purchase Cards (P-Cards) and vendor membership or reward programs.

SECTION 2

Purchasing and Compliance Policy Introduction

This Policy is intended to govern how the City of Bentonville expends funds for certain purchases, ensuring that the methods used to acquire the goods or services are consistent with applicable laws and this Policy. Such standards shall not permit the procurement of items in violation of existing contractual obligations or any type of illegal procurement practices.

This Policy is not intended to be an exhaustive definition and does not include all procurement requirements and situations, but rather it is intended to govern the specific types of procurement procedures outlined herein.

All procurement requirements, excluding the dollar amount threshold for City Council approval, shall be automatically adjusted in accordance with changes in Arkansas State Law at the time they become effective as if they were included herein.

This Policy has been written to primarily cover the following areas according to dollar amount thresholds, in addition to other policies related to the expenditure of funds:

- a) Quote Thresholds
 - i. Single item over \$2,499.99
 - ii. Aggregate total over \$12,499.99
- b) Professional Service Procurement Threshold
 - i. Agreement total of \$20,000.00 or more, but less than **\$42,921.00**
- c) Council Approval Threshold
 - i. Expenditures of **\$42,921.00** or more that are not on State Contract.

This Policy is designed to:

- a) Ensure practices related to the expenditure of City funds are open and competitive, legal, transparent and fiscally responsible;
- b) Simplify and standardize items or services being purchased;
- c) Make the process of purchasing efficient for both internal Departments and vendors doing business with the City; and
- d) Eliminate unnecessary or unauthorized purchases.

2.1 Applicable Laws

The City's procurement laws, rules and practices shall follow all applicable state and local laws and ordinances, whether or not outlined in this Policy as if they were included herein. .

- a) The dollar threshold for the requirement of Council approval shall be adjusted in accordance with Act 435 of Arkansas State Law, as follows: beginning January 1, **2030**, and on each January **1st** at subsequent five-year intervals. The amounts under this subdivision shall be adjusted to reflect the percentage increase in the Consumer Price Index for All Urban Consumers or its successor, as published by the United States Department of Labor for the five years immediately preceding the percentage increase and rounded to the nearest whole number.
It is the intent of this Policy to bring to City Council a request to increase the amount in accordance with state law at the time an adjustment to the amount is made.
- b) The Legal Department shall evaluate any necessary revisions to this Policy annually. Any material revision to this Policy shall be approved by the Bentonville City Council.

2.2 Authority of the Purchasing and Compliance Manager

The Purchasing and Compliance Manager has the authority to approve or reject purchases, to determine solicitation methods, to approve or reject sole source justification, to waive quote requirements when in the best interest of the City or when the purchase classifies as sole source, and to institute procedures related to procurement and contracting practices. In the event that the need arises, the Staff Attorney or designee shall have the same authority as the Purchasing and Compliance Manager.

2.3 Coordination with Finance Department

The Purchasing and Compliance Manager shall coordinate with the City of Bentonville Finance Department frequently as to the state of the City's finances, as related to funding sources and compliance of items such as bonds, federal funds, and grant funds. In instances where the Purchasing and Compliance Manager becomes aware of Departments spending outside of their budget or engaging in any other financially related activity that warrants review from the Finance Department, the Purchasing and Compliance Manager shall alert the Staff Attorney and the Finance Director or designee, and assist as needed.

SECTION 3

Expenditure Below the Council Threshold

3.1 Quote Requirements

The quote requirements are internal controls in place to ensure fiduciary responsibility in expenditure of City funds (state law does not govern these thresholds).

The quote requirements apply to all expenditures under this Section unless otherwise specified.

1. Exceptions to the Quote Requirements

- a) Expenditures under the quote thresholds outlined in this policy;
- b) Repairs;
- c) Replacement items, which require use of the same exact item due to equipment or processes currently in place where the functionality or façade is dependent on use of the exact item;
- d) Sole Source purchases (with documentation/justification approved by the **Purchasing and Compliance** Manager);
- e) Waivers to the quote requirements approved by the **Purchasing and Compliance** Manager in writing;
- f) When quotes are not required, purchasers are still encouraged to obtain quotes when possible, or when pricing appears not to be in the best interest (value) to the City.

2. Amounts Included in Quote Requirement Thresholds

The total expenditure, including all taxes, delivery fees and other charges is subject to the quote thresholds. Taxes, delivery fees and accessorial charges do not constitute as multiple items.

Example: If a single item has a cost of \$2,450.00 pre-tax, the single item quote threshold would apply since the total cost for that item would be \$2,682.75 after tax (9.5%).

3. Single Item Quote Requirement: \$2,500.00 or More

- a) **Definition:** Expenditures for a single item with a cost of \$2,500.00 or more.
- b) **Requirement:** Three quotes. Quotes can either be notated on the Requisition by the purchaser or hard copy quotes can be attached. Hard copy means written format and can include emails, online shopping carts etc. Documentation of the quotes obtained must be included in the Requisition submitted for the purchase.

4. Aggregate Total Quote Requirement: \$12,500.00-\$42,921.00

- a) **Definition:** Expenditures for multiple items (aggregate total) with a total cost of \$12,500.00 or more. The Single Item Quote Threshold applies for any single item in the purchase with a cost of \$2,500.00 or more.
- b) **Requirement:** Three hard copy quotes. Hard copy means written format and can include emails, online shopping carts etc. Documentation of the quotes obtained must be included in the Requisition submitted for the purchase.

3.2 Procurement for Professional Services: Formal Selection Process Threshold

A Professional service is defined as a service that has been declared in Arkansas State Law (§19-11-800), or has been declared a professional service by a 2/3 vote from the City Council.

- a) The procurement policies for professional services, as outlined in this Section, apply to agreements with a total cost of \$20,000.00 or more (but less than **\$42,921.00**).
- b) Agreements with a total cost less than \$20,000.00 do not require a formal selection process.

1. Procurement for Declared Professional Services

This Section shall govern the procurement methods used for professional services as declared by state law or City ordinance that meet the Formal Selection Process Threshold.

- A) Annual Statement of Qualifications:** Annually, the **Purchasing and Compliance** Department shall solicit Statements of Qualifications from firms providing the professional services for the City's 'Annual Statement of Qualifications List' (hereinafter referred to as the 'List').
- (1) **Advertisement:** The request shall be published statewide in a newspaper (or in other approved manners, such as online, pursuant to current applicable laws).
 - a. A minimum of three weeks shall be allowed for firms to submit their Statement of Qualifications.
 - (2) **Submissions Post Deadline:** Firms may submit their Statement of Qualifications after the deadline listed in the advertisement, if they meet all requirements; however, depending on when the firm submits, they may not be considered for projects that are already initiated.
 - (3) **Selection:** The City Department in charge of the project shall select a minimum of three (3) firms from the List for evaluation.
 - a. In the event that the List does not contain three (3) applicable firms, all firms on the List whom offer the services needed shall be selected for evaluation.
 - b. The firms selected shall be notified of their selection.
 - c. A Selection Committee shall be formed consisting of at least three (3) City employees to evaluate the submissions.
 - d. Evaluation shall be based on the criteria included in §19-11-800 et seq., as well as additional project specific criteria based on the Department's needs.
 - e. Selection shall be in accordance with §19-11-800 et seq.
 - f. Once selection has been made and contract negotiations have been finalized, firms shall be notified of their status (i.e. not selected for award).
 - (4) **Award:** The selected firm shall be formally notified that they have been awarded the contract.
 - (5) **Agreement:** The agreement shall be fully executed prior to Requisition entry.
- B) Request for Qualifications:** For procurement of professional services, when use of the List is not practical, a Request for Qualifications shall be issued.
- (1) **Notification:** Notification shall be published on the City's website and emailed to potential service providers.
 - (2) **Solicitation Period:** A minimum of ten days shall be allowed for firms to submit Statements of Qualifications.
 - (3) **Deadline:** No submissions shall be accepted past the deadline stated in the notification.
 - (4) **Evaluation:** Evaluation of the submissions shall be in accordance with §19-11-800 et seq.
 - (5) **Selection:**
 - a. A Selection Committee shall be formed consisting of at least three (3) City employees to evaluate the submissions.
 - b. Evaluation shall be based on the criteria included in §19-11-800 et seq., as well as additional project specific criteria based on the City Department's needs.
 - c. The Selection Committee may choose to, but is not required to, conduct interviews with any or all of the submitting firms.
 - d. Selection shall be in accordance with §19-11-800 et seq.
 - e. Once selection has been made and contract negotiations have been finalized, firms shall be notified of their status.
 - (6) **Award:** The selected firm shall be formally notified that they have been awarded the contract.
 - (7) **Agreement:** The agreement shall be fully executed prior to Requisition entry.

3.3 Emergency Purchases

Emergency purchase means the acquisition of commodities or services, which if not immediately initiated, will endanger life, health, or safety of the City, citizens, or other state property, or the functional capability of the City.

- a) The requesting Department is required to notify the **Purchasing and Compliance** Manager of the emergency purchase need and state that the emergency applies to the meaning of an 'Emergency Purchase'.
- b) The **Purchasing and Compliance** manager shall have the authority to approve or reject the emergency purchase, based on the justification submitted by the Department for the purchase.

3.4 Arkansas State Contract Purchases

- a) Purchases from Arkansas State Contract are excluded from the quote requirements.
- b) Documentation of the State Contract, including documentation that each item being purchased is included on the Contract, is required to be included on the Requisition for the purchase.

3.5 Cooperative (Co-Op) Purchases

- a) Purchases through a cooperative contract meeting the following requirements are excluded from the quote requirements:
 - i. The City is a member of the cooperative;
 - ii. The cooperative is intended or otherwise directed for municipal use, as determined by the **Purchasing and Compliance** Manager.
 - iii. Documentation of the Co-Op contract, including documentation that each item being purchased is included on the Contract, is required to be included on the Requisition for the purchase.

SECTION 4

Expenditures Meeting or Exceeding the Council Threshold

Except as provided for herein or by law otherwise, any expenditure for any purchase or contract with a cost of \$42,921.00 or more requires approval from the Bentonville City Council prior to purchase, signing of any documents or any other type of purchase completion.

- a) This Section is governed by Arkansas State Law and City of Bentonville Ordinance including, but not limited to:
 - i. State Law: §14-47-138, §14-58-303; and
 - ii. City Ordinance: Sec.2-377-Sec.2-378.
- b) Expenditures of \$42,921.00 or more are subject to the formal procurement methods herein, in accordance with laws applicable to the specific type of expenditure (type of service, item, project, associated funds, etc.).
 - i. If the required procurement method is not contained in this Policy, Arkansas State Law shall govern the type of procurement and process used.
- c) Purchases excluded from this shall be in accordance with §14-58-104.
- d) City Departments are required to consult with the Purchasing and Compliance Manager for any expenditure of \$42,921.00 or more to ensure procurement is in accordance with applicable laws and requirements.
- e) When this Section references a minimum requirement for the advertisement/solicitation period (ten (10) days) it shall be understood that while this is the minimum requirement, the Purchasing and Compliance Department's recommendation for any solicitation is to have an advertisement/solicitation period of twenty-one (21) days or more (not to exceed ninety (90) days).

4.1 Formal Sealed Competitive Bids

Except as provided for otherwise herein or in accordance with state law, where the amount of the expenditure for any purchase or contract exceeds the sum of \$42,921.00 formal competitive sealed bids must be solicited in accordance with state law (§14-58-303).

- A) General:** Contracts made for purchases of goods, services or other items exceeding \$42,921.00 shall be made by legal advertisement published in a newspaper with local circulation (or in other approved manners, such as online, pursuant to current applicable laws). The advertisement shall state that bids will be received, opened, and read in public at a particular time, place and date. Bids received pursuant to such advertisement shall be opened no less than ten (10) days (excluding the first day of advertisement) from the first day of advertisement. Such bids shall be made on the bid documents and specifications prepared by the Purchasing and Compliance Department, or engineer/architect prepared bid documents approved by the Purchasing and Compliance Manager, and shall be received in a sealed envelope or other appropriate container and not opened until the time established by the advertisement.
- B) Purchase Type Specific Requirements:** Advertisement, solicitation period, pre-bid meeting, bid and performance and payment bond, and other process requirements apply to certain types of purchases dependent on the funding, type of project or application of particular items. The Purchasing and Compliance Manager is responsible for identifying the specific requirements for any sealed competitive bid solicitation to ensure it is in accordance with applicable laws.
- C) Invitation for Bid (IFB) Document and Bid Evaluation:** The bid documents and specifications shall be definite and specific. Award shall be made to the most responsive and responsible, qualified, lowest bidder, with evaluation factors including, but not limited to cost, determination of compliance with the specifications and conditions specified in the bid documents, and the bidders past performance with the City. The Purchasing and Compliance Manager may use judgmental consideration to determine if the bidder's offer complies with the specifications and conditions if such considerations can be demonstrated to be reasonable, appropriate, and fairly applied. The Purchasing and Compliance Manager will rely on the Department for determination of any bidder's ability to meet the technical specifications of the bid.

- D) Signing of Bid Submission:** All bid submissions must be signed by a person authorized to bind the individual or company to the agreement.
- E) Non-Responsive Bids:** The **Purchasing and Compliance** Manager has the authority to reject any bid, which is materially non-responsive to the requirements set forth in the bid documents, as determined by the **Purchasing and Compliance** Manager. The following non-responsive items shall result in automatic rejection of any bid submission:
- (1) The bid is submitted late (ex. if the bid opening time is 1:30pm, all bids must be submitted prior to 1:30pm);
 - (2) The bid is unsigned;
 - (3) A Bid Bond is not included (when required).
 - (4) A Non-Collusion Affidavit is not included, signed and notarized (when required).
- F) Cancellation of Award:** The **Purchasing and Compliance** 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.
- G) City's Right to Reject and Waive Informalities:** The City of Bentonville shall have the right to reject any or all bids and to waive informalities according to the City's best interest.
- H) Withdrawal of Bids:** 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 and Compliance** Manager, is suspected by the **Purchasing and Compliance** Manager or the bidder, or unless bidder is permitted to withdraw their bid pursuant to Arkansas State Law.
- I) Nonjudgmental Bid Document Mistakes:** If a nonjudgmental mistake is suspected, such as a math error, the bidder shall submit a written request to the **Purchasing and Compliance** Department requesting either to withdraw their bid submission or to correct the nonjudgmental mistake. If 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 and Compliance** 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.
- J) Permit to Withdraw:** 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.
- K) Multiple Bids:** Bidders are prohibited from submitting multiple bids for the same product in response to a competitive sealed bid solicitation. If a bidder submits multiple bids for the same product, all bids from that bidder will be rejected.
- L) Exception for Different Models:** If 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; and
 - (2) The products being proposed in each submission are different makes, models or otherwise types of products.

- M) Tie Bids:** If two or more bids are submitted for the same price, award shall be made to the most responsive and responsible, qualified, bidder as determined through evaluation by the **Purchasing and Compliance** Manager and Department requesting the bids.
- N) Bid Security/Bid Bond:** If it is determined that a bid security (bond) is required for a certain sealed bid solicitation, the bid security shall be in the form of a bid bond, certified check or cashier's check in the amount specified in the bidding documents. The cashier's check shall not have an expiration date causing the check to be void less than 120 days of the bid opening date. No personal or company checks shall be accepted as a bid security. Unless otherwise specified in the bidding documents, the amount of the bid security shall be 5% of the total bid price. The bid security shall be payable without condition to the City of Bentonville.
- (1) The bid security for the lowest three (3) bids shall be retained until the bid has been awarded.
 - (2) The bid security, if in the form of a certified check or cashier's check, shall be returned to unsuccessful bidders after the bid has been awarded; the bid security may be returned to unsuccessful bidders prior to the bid award if they did not submit one of the lowest three bids. If submitted in the form of a bid bond, the bid bond shall only be returned to the bidder if requested by the bidder via written communication.
 - (3) Applicable laws shall govern the requirement for a bid security or, if there are no applicable laws, at the discretion of the **Purchasing and Compliance** Manager.
- O) Re-Bid:** The **Purchasing and Compliance** Manager may re-solicit bids for any reasons determined to be in the City's best interest. Such re-solicitation shall not be for the purpose of directing the award to a particular bidder. If the original request for bids received no responses or no qualified responses, a re-bid invitation shall be issued. The re-bid invitation shall clearly state that it is a re-bid of the original solicitation, if the exact item/services is being re-bid. If the re-bid invitation receives no responses or no qualified responses and the Department is aware of a vendor able to perform the service, but which did not respond to the invitation for bid or re-bid, it shall be determined to be impractical to re-bid and may be recommended to the City Council as a Waiver of Bid.
- P) Award:** The lowest, most responsible and responsive, qualified bid that meets the City Department's needs and is in the City's best interest shall be selected for award.

4.2 Procurement for Construction

Construction services, including procurement of a Construction Manager, shall be procured in accordance with state law, including but not limited to the following Statutes:

- a) §14-58-303: Purchases-Contracts
- b) §14-58-1001: Projects Exceeding Two Million Dollars
- c) §22-9-203: Public Improvements Generally
- d) Solicitation procedures under these statutes shall be orchestrated and approved by the **Purchasing and Compliance** Manager.

4.3 Emergency Purchases

Emergency purchase means the acquisition of commodities or services, which if not immediately initiated, will endanger life, health, or safety of the City, citizens, or other state property, or the functional capability of the City.

- a) Emergency purchases shall be in accordance with Arkansas Statute §19-11-204.
- b) The requesting City Department is required to notify the **Purchasing and Compliance** Manager of the emergency purchase need and state that the emergency applies to the meaning of an 'Emergency Purchase'.
- c) The **Purchasing and Compliance** Manager shall have the authority to approve or reject the emergency purchase, based on the justification submitted by the City Department for the purchase.
- d) In the event that the emergency purchase exceeds the \$42,921.00 threshold, the emergency purchase requires approval from the Mayor and shall be presented to the City Council at the next available City Council meeting for notification of the emergency purchase made.

4.4 Waiver of Bid

Waiver of Bid is waiving the requirement to competitively solicit bids.

- A) A City Department may request a Waiver of Bid if the following applies:
 - (1) It is an Emergency Purchase (as defined in Section 2, 2.01, 4-Emergency Purchases);
 - (2) It is a Sole Source purchase, meeting the following requirements:
 - i. The item or service is only available from one supplier or manufacturer. For the sole source purchase of an item, a formal letter is required from the manufacturer stating the sole source nature;
 - ii. Replacement items, which require use of the same exact item due to equipment or processes currently in place where the functionality is dependent on use of the exact item; or
 - iii. The item or service has been approved by the **Purchasing and Compliance** Manager in writing, as sole source based on the evidence provided by the City Department;
 - (3) The sealed competitive bid process is determined to be not feasible or practical by the **Purchasing and Compliance** Manager in writing, or as provided under state law (§ 14-58-104).
- B) A Waiver of Bid purchase shall not exceed \$1,000,000.00 except in qualifying circumstances where soliciting bids, or use of any other legal form of competitive procurement, is not feasible or practical.
- C) The Waiver of Bid request requires written approval from the **Purchasing and Compliance** Manager, Staff Attorney, or Mayor prior to being submitted to the City Council.

4.5 Arkansas State Contract Purchases

Purchases from Arkansas State Contract, including those pursuant to §14-58-104, are excluded from the requirements set forth for formal procurement processes and approval from the City Council. These contracts are determined to have been solicited through a competitive or otherwise legal manner.

- a) The use of an Arkansas State Contract for purchases of \$42,921.00 or more requires approval from the **Purchasing and Compliance** Department.

4.6 Cooperative (Co-Op) Purchases

- A) Purchases through a cooperative contract shall be permitted when the following requirements are met:
- (1) The City is a member of the cooperative;
 - (2) The cooperative is intended or otherwise directed for municipal use, as determined by the **Purchasing and Compliance** Manager;
 - (3) The cooperative contract has been properly vetted by the **Purchasing and Compliance** Department in regards to its compliance with procurement laws, specifically its similarity to or otherwise compliance with Arkansas procurement laws;
 - (4) The **Purchasing and Compliance** Manager has provided written approval for use of the cooperative contract and subsequent presentation to the City Council for award.

4.7 Procurement for Professional Services

A Professional Service is defined as a service that has been declared in Arkansas State Law (§19-11-800) as such, or has been declared a professional service by a 2/3 vote from the City Council.

- a) In accordance with state law, professional services, as declared by state law or City ordinance, shall not be competitively bid and the procurement methods for 'Declared Professional Services' herein shall apply;
- b) For services requiring a professional, which are not declared professional services by state law or City ordinance, the procurement methods for 'Procurement for Undeclared Professional Service' herein shall apply;
- c) For services resulting in revenue for the City, the procurement methods for 'Procurement for Services Resulting in Revenue' herein shall apply; and
- d) The final Agreement for any declared professional services, undeclared professional services and services resulting in revenue shall be included in the packet for presentation to City Council.

1. Procurement for Declared Professional Services

This Section shall govern the procurement methods used for professional services as declared by state law or City ordinance.

- A) **Annual Statement of Qualifications:** In accordance with §19-11-800 et seq., annually, the **Purchasing and Compliance** Department shall solicit Statements of Qualifications from firms providing the professional services for the City's 'Annual Statement of Qualifications List' (hereinafter referred to as the 'List').
- (1) **Advertisement:** The request shall be published statewide in a newspaper (or in other approved manners, such as online, pursuant to current applicable laws).
 - i. A minimum of three (3) weeks shall be allowed for firms to submit their Statement of Qualifications.
 - (2) **Submissions Post Deadline:** Firms may submit their Statement of Qualifications after the deadline listed in the advertisement, if they meet all requirements; however, depending on when the firm submits, they may not be considered for projects that are already initiated.
 - (3) **Review with **Purchasing and Compliance** Department:** The City Department requiring use of the List shall notify the **Purchasing and Compliance** Department and review the project and budget amount. The **Purchasing and Compliance** Manager shall have the authority to approve use of the List for these Projects or to require a Request for Qualifications be issued based on the **Purchasing and Compliance** Manager's determination after evaluation of factors such as the project type, budget amount and number of firms on the List whom offer the services needed.

- (4) **Evaluation:** The City Department in charge of the project shall select a minimum of three firms from the List for evaluation.
 - i. In the event that the List does not contain the minimum amount of firms to be selected for evaluation whom offer the services needed, all firms on the List whom offer the services needed shall be selected for evaluation.
 - ii. The firms selected shall be notified of their selection.
 - iii. A Selection Committee shall be formed to evaluate the submissions. Evaluation shall be based on the criteria included in §19-11-800 et seq., as well as additional project specific criteria.
- (5) **Selection:** Selection shall be in accordance with §19-11-800 et seq.
 - i. Once selection has been made and contract negotiations have been finalized, firms shall be notified of their status (i.e. not selected for award).

B) Request for Qualifications: For procurement of professional services, when use of the List is not deemed practical, a Request for Qualifications shall be issued.

- (1) **Advertisement:** An advertisement shall be published in a newspaper with local circulation (or in other approved manners, such as online, pursuant to current applicable laws) requesting Statements of Qualifications for the services.
 - i. A minimum of ten (10) days shall be allowed for firms to submit sealed Statements of Qualifications.
- (2) **Deadline:** No submissions shall be accepted past the deadline stated in the advertisement. Submissions received after the deadline shall be rejected and may be returned to the submitting party at their expense.
- (3) **Evaluation:** Evaluation of the submissions shall be in accordance with §19-11-800 et seq.
 - i. A Selection Committee shall be formed consisting of at least three members to evaluate the submissions.
 - ii. Evaluation shall be based on the criteria included in §19-11-800 et seq., as well as additional project specific criteria.
 - iii. The Selection Committee may choose to, but is not required to, conduct interviews with any or all of the submitting firms.
- (4) **Selection:** Selection shall be in accordance with §19-11-800 et seq.
 - i. Once selection has been made and contract negotiations have been finalized, firms shall be notified of their status.
- (5) **Software:** Software shall be procured through an RFP or other procurement method consistent with the procurement of professional services as approved by the **Purchasing and Compliance** Manager. When City employees are reviewing software for a potential need, they may watch demonstrations or webinars to form a baseline opinion of the software; however, they shall not proceed into negotiations or contract discussions with a software provider without a formal solicitation process (RFP or other approved method).

2. Procurement for Undeclared Professional Services

A Service that has not been declared a professional service by state law or City ordinance may be evaluated for procurement through a Request for Proposals solicitation and awarded through the City Council as a Waiver of Bid, provided that the service is one that is not feasible or practical to bid, as determined by the **Purchasing and Compliance** Manager's review of the City Department's justification. If a Request for Proposals solicitation is approved by the **Purchasing and Compliance** Manager, solicitation shall be in accordance with the below.

- (1) **Advertisement:** An advertisement shall be published in a newspaper with local circulation (or in other approved manners, such as online, pursuant to current applicable laws) requesting sealed proposals.
 - i. A minimum of ten days shall be allowed for interested parties to submit their proposals.
- (2) **Deadline:** No submissions shall be accepted past the deadline stated in the advertisement.
 - i. Submissions received after the deadline shall be rejected and may be returned to the submitting party at their expense.
- (3) **Evaluation Criteria:** The criteria which will be used for evaluation shall be clearly defined in the solicitation documents and may also be included in the advertisement.
- (4) **Selection:** A Selection Committee shall be formed, consisting of a minimum of three (3) members.
 - i. The Selection Committee shall evaluate the proposals and rate them based on the criteria outlined in the Request for Proposals.
 - ii. Interviews may be conducted, but are not required.
 - iii. The Selection Committee shall select the Proposal which received the highest rating.
- (5) **Negotiation:** The City Department may negotiate pricing and services with the selected proposer.

4.8 Procurement for Services Resulting in Revenue

Services for the City which result in revenue (such as concessions), shall be solicited via a Request for Proposals solicitation. A solicitation for these types of services requires approval from the **Purchasing and Compliance** Manager. If a Request for Proposals solicitation is approved by the **Purchasing and Compliance** Manager, solicitation shall be in accordance with the below.

- (1) **Advertisement:** An advertisement shall be published in a newspaper (or in other approved manners, such as online, pursuant to current applicable laws) with local circulation requesting sealed proposals.
 - i. A minimum of ten (10) days shall be allowed for interested parties to submit their proposals.
- (2) **Deadline:** No submissions shall be accepted past the deadline stated in the advertisement. Submissions received after the deadline shall be rejected and may be returned to the submitting party at their expense.
- (3) **Evaluation:** The criteria which will be used for evaluation shall be clearly defined in the solicitation documents or advertisement.
- (4) **Selection:** A Selection Committee shall be formed, consisting of a minimum of three (3) members.
 - i. The Selection Committee shall evaluate the proposals and rate them based on the criteria outline in the Request for Proposals.
 - ii. Interviews may be conducted, but are not required.
 - iii. The Selection Committee shall select the Proposal which received the highest rating.
- (5) **Negotiation:** The City Department may negotiate payments to the City and services with the selected proposer.

SECTION 5

Procurement Procedure Policies

5.1 Local Procurement Preference: Purchases Under \$42,921.00

Pursuant to §14-58-105, in the procurement of public works projects, capital improvements, commodities, materials, equipment, and services procured by the City, where the expense is under the formal bid threshold of \$42,921.00, the following local preference shall be granted:

- A) Local Firm Resident:** For bidders whom meet the definition of “local firm resident” in the City of Bentonville, the following percentage preference shall be applied: Five Percent (5%) preference from the total cost proposed.
- (1) In no event shall the total amount of the preference exceed \$1,000.00.
 - (2) In no event shall the total amount of the preference cause the purchase price to exceed the budget amount or other dollar figure set (such as an engineer’s estimate) for the item or service. If the preference causes the purchase price to exceed the budget amount or other dollar figure set for the item or service, there shall be no local preference granted.
 - (3) To be eligible the vendor claiming preference must request application of the preference in writing and provide proof that they are eligible to meet the definition of a “local firm resident”. In no event shall the City be responsible for researching or otherwise determining a bidder to be a “local firm resident” when that Bidder has not clearly identified and proven themselves to be eligible as such. Furthermore, the City shall not be responsible for the automatic application of the preference in instances where a vendor does not claim the preference in writing.
 - (4) The Local Procurement Preference shall only apply in comparing pricing when one or more quotes (or other pricing document) are by a firm resident and the other quote or quotes are by a nonresident firm.
 - (5) The Local Procurement Preference shall not apply to the procurement of professional services as declared by state law or City ordinance.
 - (6) The Local Procurement Preference shall not apply to expenditures of \$42,921.00 or more (see Section 5.2).

5.2 Local Procurement Preference: Purchases \$42,921.00 or more

In the procurement of public works projects by the City, where the expense is or exceeds \$42,921.00, the Local Procurement Preference as described in §19-11-259 shall apply.

- A) Purchasing and Compliance** Policy Section 5.1 shall not apply in this instance and instead §19-11-259 shall apply.

5.3 Encouragement for Participation

- a) For the expenditure of funds, it shall be the policy of the City of Bentonville to encourage the development and participation of small, minority owned and women owned businesses. The City shall actively encourage utilization of these businesses for City contracts as both prime and subcontractors, and each City Department shall be encouraged to develop goals for the inclusion of these businesses.
- b) It shall be the policy of the **Purchasing and Compliance** Department to make reasonable accommodations, as permitted by law, to encourage the participation of these businesses in the procurement of goods and services. These accommodations may include but are not limited to offering introductory meetings for information regarding how the City procures goods and services, offering solicitation instructions in the business's primary spoken language when possible, and the prohibiting of solicitation methods and/or timelines which would knowingly prohibit participation by small, minority owned, women owned or disadvantaged businesses.
- c) The City shall refer to state and federal definitions of small, minority owned, women owned businesses.

5.4 Split Purchasing Prohibited

- a) No City employee shall cause a purchase to be split into smaller amounts for the purpose of avoiding applicable procurement laws or City policies. Split purchasing means separating a purchase that exceeds a purchase limit or threshold into two or more transactions as a means of avoiding the rules or restrictions that apply to purchases above the limit or threshold.

5.5 Gifts Prohibited

- a) Any City of Bentonville employee in the **Purchasing and Compliance** Department shall be prohibited from receiving gifts of any kind, for any dollar amount, from vendors or parties otherwise interested in or currently doing business with the City.
- b) Gifts include, but shall not be limited to: food for the Purchasing staff, drinkware, shirts, tickets, candies, discounts, or any other type of gift.
- c) If an employee of the **Purchasing and Compliance** Department is not on-site to refuse receipt of a gift delivered, the **Purchasing and Compliance** Manager shall deliver the items to the Human Resource Department for donation or use in other Departments and alert the gifting party of the City's policy for employees of the **Purchasing and Compliance** Department.

5.6 Purchase Card Program (P-Card Program)

The City operates a Purchase Card (P-Card) program, which City Departments may choose to participate in by requesting a P-Card for themselves, their Department, or other City staff members in their Department.

- A) The P-Card shall not be used to replace traditional procurement methods; however, P-Cards are essential when placing orders over the Internet and they simplify the purchase of low-dollar value goods.
- B) The P-Card may be issued directly in the name of the cardholder or in the Department's name (for group use). Graphics on the card make it easy to distinguish the City's P-Card from a personal card. The City's P-Card is a privilege granted by the City and this privilege may be revoked at any time for any reason.
- C) P-Card holder shall strictly follow the policies and practices set forth herein.
- D) The City's purchasing guidelines (quote requirements, etc.), City ordinances, and state laws apply to all P-Card purchases.
- E) A City P-Card shall only be used for official City of Bentonville business. Cardholders shall not make unauthorized or prohibited purchases. The unauthorized or prohibited use of a City P-Card is grounds for immediate revocation of all P-Card privileges.
- F) Only authorized City of Bentonville employees may use the P-Card.
- G) In situations where a Department is supplied with a P-Card, a designated person should be appointed for reconciling the Statements and keeping track of receipts. In this situation, the Department Head is considered the cardholder and is responsible for all charges, receipts and for approval of Department staff using the P-Card.

- H) If a cardholder authorizes another City staff member to use their P-Card, the cardholder is fully responsible for all charges and receipts and for retrieving their P-Card.
- I) A violation is considered anything that is an improper, unauthorized or prohibited use, handling and/or reporting of a P-Card. Two (2) instances of violations within a one (1) year period will result in loss of P-Card use for one (1) year and may result in additional disciplinary action.
- J) In the event that the P-Card is used for purchases and/or services that require a contract or agreement to be signed, the purchase is prohibited until the contract or agreement is reviewed by the Legal Department and signed by the Mayor.
- K) The cardholder is responsible for and must ensure that there are sufficient funds (credit limit) in the account that will be used to pay for the purchase.
- L) Cardholders or Department's designated persons can check their credit limit by logging into centresuite.com using credentials provided to them upon P-Card issuance.
- M) A temporary credit limit increase can be requested from the Finance Department, with the **Purchasing and Compliance** Department copied; no credit limit increase shall be granted without Department Head approval.
- N) The cardholder must obtain a receipt at the point of purchase and verify it for accuracy. The cardholder is responsible for all receipts and charges. Lost or delayed receipts will be considered a violation and will be grounds for revocation of all P-Card privileges. Receipts are required to include at minimum, the following information:
 - (1) Vendor name
 - (2) Vendor address (when applicable)
 - (3) Itemized amounts for items, taxes, fees and any other charges
 - (4) Total charge amount
 - (5) Description of items being purchased
 - (6) Date of transaction
- O) The cardholder is responsible for the timely review and reconciliation of P-Card Statements, and for adhering to all requirements for reconciling P-Card Statements. Untimely or improper P-Card Statement reconciliation is considered a violation.
- P) For Departments utilizing one card for the Department, the employee(s) using the P-Card must promptly submit receipts for their purchases to their designated person.
- Q) The P-Card must be kept secure at all times. Cardholders should keep their P-Card in a locked drawer or other locked location unless it is in use. When in use, cardholders must ensure that it is being stored in a secure manner that prevents fraudulent or unauthorized charges, theft, or loss of the P-Card.
- R) The cardholder must notify the Finance Department by emailing immediately of a lost or stolen P-Card, fraudulent activity, discrepancies, and unauthorized or prohibited purchases.
- S) P-Cards are property of the City of Bentonville, and the City has the unconditional right to cancel or revoke a P-Card at any time. Cardholders shall immediately surrender the card upon the City's request, or upon the end of their employment with the City.
- T) P-Cards can only be surrendered to a Department Head or a manager or other authorized employee in the Finance Department.
- U) The least expensive item that suits the needs of the purchase should be what is purchased.
- V) Cardholders shall adhere to the City's Travel Policy when using their P-Card for travel related expenses.
- W) Cardholders should limit saving the P-Card on any mobile applications or web browsers to reduce the chance of fraudulent or unauthorized activity. If a P-Card must be saved or used in an mobile application (such as a vendor's mobile app) or web browser, the cardholder should immediately delete the P-Card from the payment methods to avoid the accidental use of a P-Card for personal purchases.
- X) Saving a P-Card on some vendor websites (such as Amazon) is often unavoidable; however, cardholders should frequently check their account for fraudulent or unauthorized activity.
- Y) Unauthorized use, including prohibited purchases, requires that the cardholder immediately submit repayment of all unauthorized charges to the City's Finance Department. When reconciling the P-Card Statement containing the unauthorized charge, the cardholder must upload a Memo explaining the unauthorized use and stating that repayment has been submitted to the City.

- (Z) All cardholders must complete P-Card training and sign the Purchase Card User Agreement prior to issuance of a P-Card.

5.7 Purchase of Travel Related Expenses

Whenever possible, a City's P-Card should be used for travel related expenses, such as airfare, lodging, event registrations etc.

- A) All travel related expenses shall be executed in accordance with the then current Travel Policy.
- B) Unless approved by the **Purchasing and Compliance** Manager or designee, City employees are prohibited from paying for City travel related expenses (such as airfare, lodging, event registrations etc.) using a personal credit card (or other personal payment method) resulting in the employee acquiring points or other benefits, when it is feasible to pay in advance using a City P-Card.
- C) In instances where it is not feasible to pay with a City P-Card for travel related expenses, with the exception of Per Diem, City employees should make every attempt to utilize a personal payment method that does not result in the acquiring of points or other personal benefits.
 - a. In these instances, City employees shall not charge coworker's travel related expenses to their own personal payment methods without prior approval from the **Purchasing and Compliance** Manager, or Designee.
- D) The intent of this Section is to avoid City employees personally gaining from the expenditure of public funds. The **Purchasing and Compliance** Manager, or Designee, has the authority to make exceptions for irregularities and special circumstances (such as emergencies, issues with P-Cards etc.).

5.8 Purchase of Food

The City is not authorized to expend funds for the purchase of food and beverages, unless the purchase conforms to the following criteria:

- A) The purchase is for water, coffee, hot tea, or other items generally related to a breakroom and specifically for use in such an area (such as plastic silverware, paper plates etc.).
- B) The purchase of food is for a mandatory training, interview, or other type of mandatory engagement, which employees are required to attend, and the only available time for this training is during standard mealtime hours. This specifically excludes any optional hosting of "lunch and learns".
- C) The purchase is for a training hosted by the City of Bentonville where breakroom type refreshments (such as water, donuts etc.) is expected to be provided by the host.
- D) The purchase is for a budgeted expense specifically for the purchase of food items (such as an employee event) approved by Council.

Failure to adhere to this Policy may result in the employee being required to reimburse the City for the non-compliant expense. The Mayor has the authority to authorize exceptions to this Purchase of Food Policy.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Kelsi Frederick
Phone:	(479) 271-3115	For Department(s):	Purchasing and Compliance
Email:	kfrederick@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 Amending Section 2-377 of the City of Bentonville Municipal Code
Action Recommendation & Justification:	Ordinance amending section 2-377 of the City of Bentonville Municipal Code updating the Authority of the Mayor; Spending Limit to follow changes in state law. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Arkansas Code 14-58-303 put forth parameters in which the competitive bid threshold is increased. As of January 1, 2025, it has been increased from \$35,000.00 to \$42,921.00. Historically, section 2-377 of the municipal code has tracked the statutory complete bidding amount to avoid process confusion and ensure consistency. This provision only applies to purchases that have already been authorized by City Council in its approval of the budget.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 2-377 OF THE CITY OF BENTONVILLE
MUNICIPAL CODE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR
OTHER PURPOSES**

WHEREAS, Section 2-377 of the City of Bentonville Municipal Code should be amended to reflect the change in state law increasing the competitive bidding threshold for Cities of the First Class;

WHEREAS, this Ordinance amendment will establish consistency between the Code, the City's purchasing policy, and state law allowing the Mayor to authorize budgeted purchases that fall below the competitive bidding amount; and

WHEREAS, this amendment implements the current competitive bidding increase from thirty-five thousand dollars (\$35,000.00) to forty-two thousand nine hundred twenty-one dollars (\$42,921.00).

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

Section 1: That Section 2-377 of the City of Bentonville Municipal Code should be and the same is hereby amended as shown in Exhibit "A", increasing the Authority of the Mayor; Spending Limit to forty-two thousand nine hundred twenty-one dollars (\$42,921.00) pursuant to Arkansas Code Annotated §14-58-303;

Section 2 - Emergency Clause: The need to make this amendment is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK

Exhibit “A”

Sec 2-377 Authority Of Mayor; Spending Limit

The mayor of the city or his duly authorized representative, shall have exclusive power and responsibility to make purchases of all supplies, apparatus, equipment, materials and other things requisite for public purposes for the city and to make all necessary contracts for work or labor to be done or material or other necessary things to be furnished for the benefit of the city where the amount of the expenditure for any purpose or contract does not exceed the sum of ~~\$35,000~~ \$42,921.00 or when the contract for work or labor to be done or material or other necessary things to be furnished for the benefit of the city is to be purchased from a contract solicited and awarded by the State of Arkansas or formally participated in by the State of Arkansas, and the budget for the State Contract purchase has been previously approved by City Council.

(Code 1994, § 3.04.01; Ord. No. 95-52, § 1; Ord. No. 2006-65, § 1, 4-25-2006)

State Law reference— Authority for above section, A.C.A. § 14-58-303.

HISTORY

Amended by Ord. [2022-58](#) on 3/8/2022



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Kelsi Frederick
Phone:	(479) 271-3115	For Department(s):	Purchasing and Compliance
Email:	kfrederick@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 Amending Section 2-378 of the City of Bentonville Municipal Code
Action Recommendation & Justification:	Ordinance amending section 2-378 of the City of Bentonville Municipal Code increasing the competitive bidding threshold \$42,291.00 pursuant to stat law. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This establishes consistency between the Cod, state law, the City's purchasing policy, and current practice.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-378 OF THE CITY OF BENTONVILLE MUNICIPAL CODE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES

WHEREAS, Section 2-378 of the City of Bentonville Municipal Code should be updated to reflect changes in state law increasing the competitive bidding threshold for Cities of the First Class;

WHEREAS, this Ordinance amendment will establish consistency between the Code, the City's purchasing policy, and state law; and

WHEREAS, this amendment implements the current competitive bidding increase from thirty-five thousand dollars (\$35,000.00) to forty-two thousand nine hundred twenty-one dollars (\$42,921.00).

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

Section 1: That Section 2-378 of the City of Bentonville Municipal Code should be and the same is hereby amended as shown in Exhibit "A", increasing the competitive bidding threshold to forty-two thousand two hundred ninety-one dollars (\$42,291.00);

Section 2 - Emergency Clause: The need to make this amendment is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK

Exhibit “A”

Sec 2-378 Bidding For Amounts Over ~~\$35,000.00~~ \$42,921.00; Exception

Except as provided otherwise herein, where the amount of expenditure for any purchase or contract exceeds the sum of ~~\$35,000.00~~ \$42,921.00, the mayor of the city, or his duly authorized representative, shall invite competitive bids thereon by legal advertisement in any local newspaper. Bids received pursuant to said advertisement shall be opened and read on the date set for receiving said bids, in the presence of the mayor, or his duly authorized representative. The contract shall be awarded to the lowest responsible bidder; provided, however, the mayor, or his duly authorized representative, may reject any and all bids received. The requirement of competitive bidding may be waived by ordinance of the city council in cases where it is not feasible. Pursuant to state law, contracts for professional services shall not be subject to competitive bidding.

(Code 1994, § 3.04.02; Ord. No. 95-52; Ord. No. 2006-65, § 2, 4-25-2006)



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2024	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 Amend IFB-24-70 - IDIQ Water Service Line Replacement Agreements
Action Recommendation & Justification:	Staff requests a Resolution authorizing the Mayor and City Clerk to amend the IFB-24-70 IDIQ contracts for an increased amount of \$1,000,000.00 (\$500,000.00 per contract). The contract work is an aggressive, turnkey measure taken to directly address the City's water loss and the amendments are necessary to keep both contractors working to replace failing water service lines. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This specific contract work was not budgeted for 2025 but was identified as a need late 2024 due to the increased failure rate of City water service lines exceeding our existing staff and current Water/Sewer IDIQ contractor's ability to meet demand. The original contract was approved by City Council on 11/12/2024. Both contractors continue to exceed production expectations and are helping to reduce water loss with every service line that is replaced.
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)

503020-44450	Pub Works by Proj Maint	\$ 1,000,000	\$
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):

These contract amendments will be funded by Utility Fund Reserves.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated _____ is made by the City of Bentonville, Arkansas (“City”) and Calcon, Inc. (“Contractor”), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the “Agreement”).

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed \$500,000 per year for each contract awarded.
2. The Agreement is Amended as follows:
3. The estimated total of payments for the contract is estimated to be \$1,000,000.00 per contract term.
4. This Amendment shall be effective immediately when fully executed.
5. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: _____

BY: _____

Name(printed): _____

DATE: _____



CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated _____ is made by the City of Bentonville, Arkansas (“City”) and Mo-Ark Utilities (“Contractor”), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the “Agreement”).

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed \$500,000 per year for each contract awarded.
2. The Agreement is Amended as follows:
3. The estimated total of payments for the contract is estimated to be \$1,000,000.00 per contract term.
4. This Amendment shall be effective immediately when fully executed.
5. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: _____

BY: _____

Name(printed): _____

DATE: _____

RESOLUTION NO. _____

A RESOLUTION AMENDING BID IFB-24-70 IDIQ CONTRACTS WITH CALCON, INC. AND MO-ARK UTILITIES, FOR WATER SERVICE LINE REPLACEMENT, AS SET FORTH IN BID IFB-24-70, IN THE TOTAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000.00); AMENDING THE 2025 BUDGET TO APPROPRIATE MONIES, FROM UTILITY FUND TO ACCOUNT #503020-44450 – PUBLIC WORKS BY PROJECT MAINTENANCE; AND FOR OTHER PURPOSES.

WHEREAS, City of Bentonville recommends amending bid IFB-24-70 IDIQ Contracts, to both Calcon, Inc. and MO-ARK Utilities, for an increased amount of one million dollars (\$1,000,000.00);

WHEREAS, the contract work is an aggressive, turnkey measure taken to directly address the City's water loss and the amendments are necessary to keep both contractors working to replace failing water service lines; and

WHEREAS, a budget adjustment of one million dollars (\$1,000,000.00), five hundred thousand (\$500,000.00) per contract, is needed for this bid award.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into amended contracts with Calcon, Inc. and MO-ARK Utilities, as set forth in Bid IFB-24-70, for the Water Service Line Replacement, in the total amount not to exceed one million dollars (\$1,000,000.00);

Section 2: The 2025 Budget is hereby amended to appropriate one million dollars (\$1,000,000.00) from Utility Funds to Account #503020-44450 – Public Works by Project Maintenance;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Donald Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with Consulting Engineering, Inc. for Leak Detection Services
Action Recommendation & Justification:	Staff requests a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Consulting Engineering, Inc. for leak detection services on the City's water distribution system in the amount of \$149,400.00. Consulting Engineering, Inc. was selected for RFP-24-78 following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with State law. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The project will involve comprehensive leak detection and correlation services across 360 miles of the City's water distribution infrastructure. The goal is to identify and potentially quantify water leaks that are not visible on the surface. This is another critical step being taken to help reduce water loss and improve resource management.
Amount for Approval:	\$ 149,400.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

503020-43410	Professional Services/Other	\$ 149,400	\$
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):

This project will be funded by Utility Fund Reserves.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: RFP-24-78-Water Leak Detection Services

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Consulting Engineering, Inc., hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Proposal Submission (attached hereto as **Exhibit A**) to the City's request for proposal-24-78-Water Leak Detection Services (attached hereto as **Exhibit B**). The work shall consist of performing the comprehensive leak detection survey of approximately 360 miles of water transmission and distribution mains, with the findings summarized in a report based on the requirements as set forth in this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Water Utilities O/M 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 maximum term not to exceed five (5) 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. Service Timeline:

- 1. Initial Meeting Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
- 2.** Work shall begin within seven (7) days from Notice of Award.
- 3.** The contractor shall furnish the City with a weekly copy of leak reports for any possible leaks that are identified, as well as a final report within thirty (30) days from the end of the project.



CITY OF BENTONVILLE, ARKANSAS

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.

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 cost per mile basis, as defined herein, for actual work performed. Contractor agrees to only



CITY OF BENTONVILLE, ARKANSAS

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 Service: \$149,400.00 (one hundred forty-nine thousand four hundred dollars and zero cents), including all taxes, delivery charges, and other items necessary to perform the work to 100% completion.

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 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-24-78.

a. The Contractor may choose to submit progress invoices (for actual work performed) or one invoice after 100% completion.

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



CITY OF BENTONVILLE, ARKANSAS

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 without first obtaining the written approval of the City. Subconsultant approved by the City must be fully licensed and insured to perform the work.

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



CITY OF BENTONVILLE, ARKANSAS

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



CITY OF BENTONVILLE, ARKANSAS

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 OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

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

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
(Signature)

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

Name (printed): _____

Title: _____

Consulting Engineering, Inc.

Address: _____

Date: _____

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 PROPOSAL SUBMISSION TO RFP-24-78

**Proposal for
Water System Leak Detection Services
RFP-24-78**

City of Bentonville, AR

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- Policy & Affiliation Statements p.12

3 Experience

- Key Personnel pp.13-16
- Representative Projects pp.17-21

4 Cost Proposal

- Price pp.22

1. Introduction

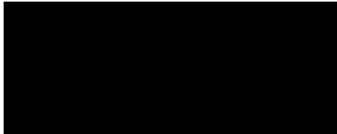
Cover Letter

Consulting Engineering Inc. (CEI) is pleased to submit its technical proposal through this letter to the City of Bentonville for their Leak Detection Program.

We believe our response meets the requirements set out by the City of Bentonville where CEI's methodology will abide by the City of Bentonville's technical specifications. If the City of Bentonville determines that CEI's response is deficient in any way, CEI respectfully requests to be notified and, where appropriate, given the opportunity to correct any such deficiency.

Please, forward any questions, comments, or concerns regarding this solicitation response to Y Chan via the contact information below. On behalf of the CEI team, we thank you for the opportunity to respond to these contract documents and look forward to serving the City of Bentonville.

Sincerely,



Y Chan
Civil Engineer & Principal Owner
Consulting Engineering Inc.
440-238-9699 x206
Y.Chan@cengr.co

Company Profile

CEI has no existing or past financial relationships with the Authority's Governing Board, staff, and/or entities for which said members are employed or have an interest.

History

Founded in 1984 as an S-corp, Consulting Engineering, Inc. (CEI) is a bona fide RSB/MBE/DBE/CSB/EDGE-certified team of consultants specially trained for the requirements of this project. CEI has successfully completed hundreds of design, study, forensic, administration, and inspection projects including transportation systems, water systems, site improvements, land surveying, structural design, construction inspection & administration, and leak detection surveys & pinpointing with expertise across North America.

Equipment

We utilize state-of-the-art leak detection equipment to identify, pinpoint, measure, and reduce water losses in metallic and non-metallic systems with varying pressure zones in rural, suburban, and high-density areas with varied distances between assets such as hydrants, valves, and meters. We are equipped with analog and digital devices from Vivax-Metrotech, Subsurface Leak Detection, Itron, Zcorr, CST/Berger, SebaKMT, Samsung, and Apple to stop water loss.

Philosophy

CEI uses the Plan-Do-Study-Act (PDSA) iterative problem-solving model. We believe what gets measured gets improved. By planning a detailed work program with scheduled metrics, we execute comprehensive leak detection services on solid footing with results going back into the PDSA feedback loop. CEI has the experience breadth, history, depth, and qualifications needed to make this program a resounding success.

Our DNA

Our partnership with ESRI allows us to utilize [ArcGIS](#) to capture valuable data such as asset conditions, mapping conditions, photos, and virtually any field condition allowing municipalities a means to update their system and receive accurate reports. This data is collected in real-time with GPS-enabled, devices so accountability and safety are built into the DNA of our process.

Safety

As an engineering firm, we are MUTCD and OSHA compliant. We recognize the importance of making our customers happy along with those they serve so our conduct, dress, communication, and visibility are made clear before our boots touch the ground.



2. Approach for Work Completion

Approach

Prior to the daily execution of leak detection activities, all pre-work and planning will have been completed to abide by state DOT & MUTCD standards. CEI requests all water maps and areas of interest, preferably as shapefiles, to be provided before the start of field work to maximize efficiency in scheduling the route.

Daily, the sequence of work will include all the following activities with the Field Services Leader overseeing these activities which will primarily be done during normal work hours:

- Safety meeting.
- Anticipated work areas will be communicated weekly with daily updates by street, block areas, or ArcGIS polygons.
 - Permission for nighttime, weekend, & holiday work will be communicated.

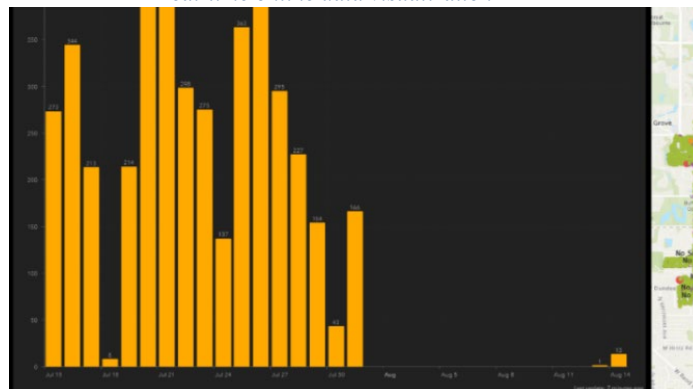
Phase 1, Sounding:

- Listen to all accessible hydrants, hydrant auxiliary valves, main line valves, and curb stops (if needed)
 - For non-metallic water mains, apply a ground microphone over the main at a maximum of ten (10') foot intervals with attention to known main tie-ins, bends, and service taps.
 - Where mains are located off the roadway, the edge of the paved surface may be used as the listening surface when the main is within 3' of the road edge. Where the main is more than 3' from the road edge, the ground mic shall be applied directly over the main.
- Collect asset data in ArcGIS during sounding: sound intensity, identified leaks, asset defects, mapping discrepancies, visual water, photos, and comments. Move to the next identified asset in survey.
- During pinpointing, identify nearby assets to determine if leak noise is audible at other locations to narrow leak location points and assess the probable size of the leak (valves/meter boxes, etc.).

Phase 2, Pinpointing:

- Begin correlation between the two assets then place correlator sensors on two identified assets.
- Enter all know information on control box (distance, pipe material, diameter, etc.).
- Identify nearby assets to determine if leak noise is audible at other locations to narrow leak location points and assess the probable size of the leak (valves/meter boxes, etc.).
- If a leak is identified & the main location is known, then use a measuring wheel to paint or tack & hub.
- Document leak location markings with a digital photograph then upload to ArcGIS. Video is optional.
- Record pinpointed leak characteristics including, but not limited to:
 - Location information, address, and GPS coordinates
 - Suspected leak type with estimated GPM
 - Recommended corrective action(s) with any information that will assist repairs.
- Leakage rates will be determined by measurements and results obtained be as recorded by the listening device(s) and the size and shape of the correlation graph.

Real-time online data visualization



Reports

Reporting will be cumulative where applicable.

- Where info is available the date, location, pressure zone, service area, leak type, size, material, volume, cost, visibility, priority, technician, and comments will be reported.
- Immediately, reports will be for visible or potentially hazardous conditions such as water main breaks, broken services, or erosion.
- Daily reports will be emailed indicating the amount of pipe surveyed and leaks with accompanying severity, urgency, mapping discrepancies, and assets irregularities.
- Weekly, reports will include areas and assets surveyed. Comments including productions rates & variation, suspicious noise, correlation activities, and pinpointed leaks.
- Monthly, reports will include survey areas, summary of critical components, disruptions, discussion of results, identified leaks, discrepancies, and graphical summarization of findings along with upcoming work.
- A final report will include compiled, pertinent data with findings, recommendations, methodology, equipment used, tabulated summary, maps, photos, analysis, and results.
- Deliverables will be transmitted electronically to our client in Microsoft Project and emailed in printable PDF format.

Inspection of water mains will be based on pipe material with the following guidelines to maximize both effectiveness and efficiency:

- Metallic Pipelines - listening through direct contact with water assets 300 linear ft (91.4m), which may include hydrants and mainline valves.
- Non-Metallic pipelines - listening through direct contact to all accessible water assets including valves, hydrants, service connections, air releases, visible pipe sections, etc. Digital correlating loggers with the ability to record sound for desktop analysis may also be utilized.

Equipment Utilization

The standard equipment listed in our proposal is the expected equipment to be available and utilized on this project. Our equipment has been proven to achieve the desired results of locating and pinpointing potential leaks on various pipe materials. All equipment has been used for 7+ projects. We perpetually carry brand new backups. The sound attenuation of non-metallic pipe demands a more frequent testing interval so we will be utilizing more contact points. The digital loggers will be utilized when there is a lack of contact points or ambient noise becomes problematic and testing of overnight pipe sections is desired.

Repaired Leak Sites

After each leak has been successfully repaired or stopped, the Surveyor shall electronically re-survey each repaired leak site to verify a positive repair by the utility owner, plus detect and locate any possible undiscovered leakage whose sound may have coincidentally been masked or overpowered by the original leak's sound. Verification and cancellations are recorded in ArcGIS for data-analysis and historical purposes.



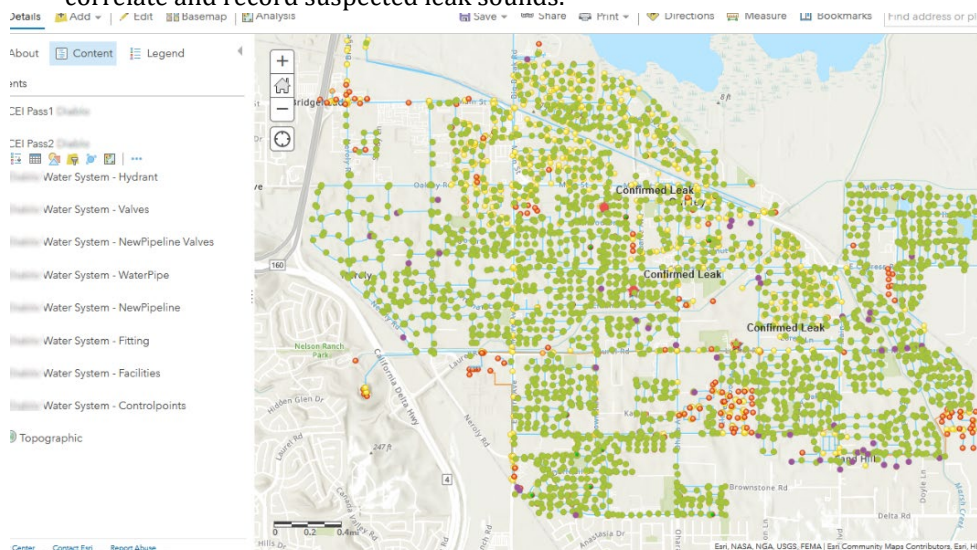
Large Diameter Mains

To eliminate vehicular, pedestrian, airplane, train, and any other environmental ambient noise, CEI recommends night work for large diameter mains. This will allow us to avoid consumption while mains are fully pressurized for clear sounding. CEI will sound all listening points on large diameter mains. These mains will be reserved for our most experienced personnel who have shown a history of locating main breaks, joint leaks, packing leaks on open geared valves and bypass valves, bypass bonnet leaks, and abandoned corporations.

Adverse Conditions

CEI understands that the team may encounter various topographies, pipe materials, soil types, vegetation conditions, roadway surface covers, etc. which may add additional constraints to the leak identification effort. To combat these conditions, CEI will utilize additional techniques to pinpoint the source of a suspected leak.

- Line Locator
 - Confirming the pipeline location will be the first step in pinpointing a leak in adverse conditions. This allows the technician to prioritize the search area leading to visual inspection of other utility assets for water infiltration.
- Visual Inspection of other utilities
 - Identifying the location of other utility assets and manholes allows the technician to perform visual inspections where they may see water infiltration from the suspected leak which will in turn reduce the search area and aid in the pinpointing effort.
- Water sampling
 - Taking a residual chlorine measurement of any visible water or water infiltration of another utility will add confidence that a leak is present.
- Ground mic utilization
 - In situations where there are not 2 assets to correlate on either side of a suspected leak, a ground mic may be utilized for pinpointing.
 - A ground mic may be used to confirm correlated results. A ground mic plate will be used on non-paved surfaces as most ground mics are designed for paved roads.
- Static pressure testing
 - Pinpointing crews will be equipped with gauges that can be affixed to a fire hydrant to check the system pressure to see if a leak may be present.
- Overnight loggers
 - For high ambient noise situations, CEI may utilize overnight loggers with the ability to correlate and record suspected leak sounds.



Quality and Features of Proposed Equipment

CEI uses a variety of listening devices in order to leverage filtering options, annual services, and calibrations. All equipment is recharged daily while teams are outfitted with backup batteries, devices, and attachments such as headphones, attachments, cords, and lanyards. The use of different devices allows for greater comparison, re-calibration, and training options. Naturally, these devices have different performances based on material differences so the variety of equipment means greater accuracy for our customer.

SebaKMT HL 50-BT with GM-80

This ubiquitous instrument was created by Vivax-Metrotech and compatible with the GM-80 ground mic. This SebaKMT water network survey leak locator tool has outstanding acoustic properties which enable the operator to locate large and small water leaks. Three basic filter settings allow the user to adjust to any leak scenario. The integrated LCD screen displays the actual measured sound level as a number and simultaneously as a bar graph. After each new measurement, the previous level will still be displayed to compare sound levels.



This listening device can be used to investigate potential leak noises. Based on the digital readout, verification and pinpointing can be prioritized. In addition, upon the follow-up visit, the applicable appurtenance can be rechecked to confirm a leak noise is still present, at or greater than the value of the initial visit. This confirms a leak is indeed present and eliminates false-positive reporting.

SebaKMT HL 5000 with GM-80

Along with being compatible with the GM-80 ground mic, this equipment uses modern digital signal processing technology (DSP) to clearly recognize the leak sound, even with substantial environmental ambient noise. The sounds are both audibly perceived and graphically displayed using dual segment analysis (DSA) technology. For the user this means greater reliability in locating water losses.



HWM L-mic

The well-known HWM L-mic is an easy-to-use, low cost, electronic listening stick and ground microphone combined. It is ideal for general leak sounding operations and can be fitted with either a tripod foot (for use as a ground microphone) or probe rods (for sounding at fittings or in soft ground). The control unit is hand-held with a 'trigger' operation and a volume/sensitivity rotary control. An LED indicates operation and battery status. This lightweight unit can be used to confirm the position of underground leaks audibly from ground level, sound pipe fittings penetrate soft ground to listen for leaks and carry out traditional acoustic surveys.



Subsurface Leak Detection LD 8

Accurate and reliable, the SubSurface LD 8 is a lightweight instrument for water leak detection of hydrants and fixtures. This leak detection tool uses contact rods attached to a piezoelectric sensor and amplifier to connect to water line fixtures so the construction professional can listen for the sound of unwanted water flows. Also, the amplifier comes with an amplification range of 55 decibels with a frequency range of 100 to 2,000 Hertz.



The LD-8 includes a short contact rod used for listening to hydrants while the long contact rods are used for below-grade meters and valves. Also, this water leak detector has a two-digit LCD display that is easy-to-read.

Subsurface Leak Detection LD 15

The SubSurface Instruments LD-15 Leak Survey Equipment offers the best solution for listening to leaks at hydrants, valves, and meters. It features a high-sensitivity sensor with a sealed waterproof Neodymium magnet. Equipped with an amplifier, this device has superior audio quality and amplifies to 56 db. This device includes three filter ranges and comes with both survey & pinpoint functions for water leaks. Plus, the sensor has a resonance frequency of 950 Hertz which can detect the faintest of sounds. With an IP68 protection rating, this unit is dustproof and water submersible up to 3 feet for 3 hours. It comes with a large meter display for easy reading and up to 80 hours of battery life.



Subsurface Leak Detection LC 2500

The SubSurface LC-2500 Leak Noise Correlator is lightweight and compact, yet it offers full capabilities for programming and correlating leak noise from many different pipe materials and diameters. Great Sensors, powerful radios and fast processing of sounds make the LC-2500 truly the best performing correlator on the market.

This correlator is used for QA/QC and pinpointing of the leak noises often qualified by the HL-50 in sounding. Multiple correlations are used to localize suspected leak source(s) to be verified by ground mics or additional inspection. The graphical display indicates to the technician the possible size and characteristics of the leak.



CST/Berger Magna-Trak Locator

The Magna-Trak locates ferromagnetic objects which may be concealed by earth, road surface, snow, and/or water. These objects may include hydrants, marker magnets, manhole covers, valve rods, surveying marks and rods, water meters, etc.

This metal detector will be used to locate potentially buried assets which may prove especially useful during nighttime operations, areas of heavy vegetation, or where visibility may be poor.



Vivax-Metrotech VM-810 Line Locator

The antenna system in the locator is different from a normal locator. Rather than place antennas on the same center line, one antenna is offset to the right and another to the left. Coupled with extremely sensitive electronics enables the locator to find which antenna is receiving the strongest signal, indicating which direction one should move to be over the buried line. The VM-810's Distance Sensitive Left/Right Guidance provides a sharper, crisper, response, allowing for greater accuracy in line location.



This line locator will verify the line location in the street to enable accurate pinpointing and field markings of leak locations.

Lovibond Chlorine Tester

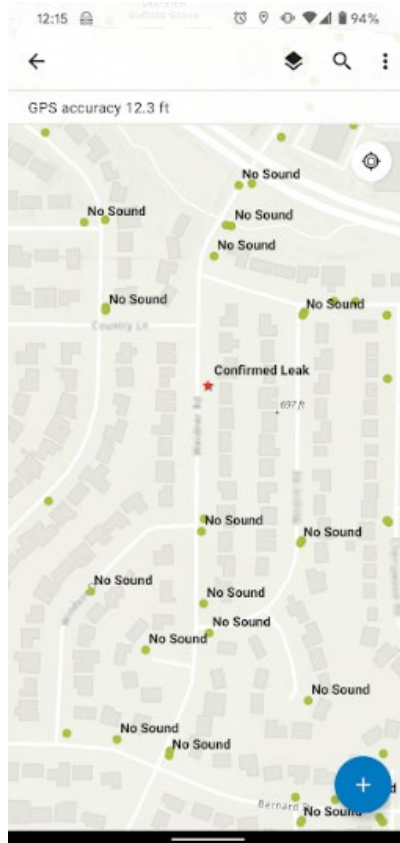
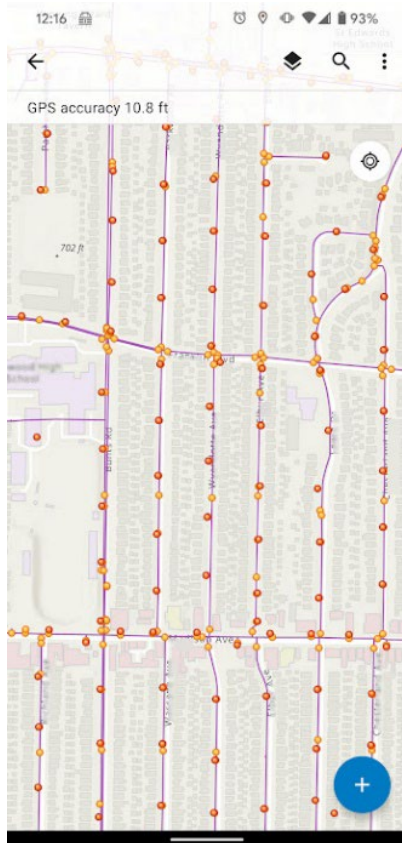
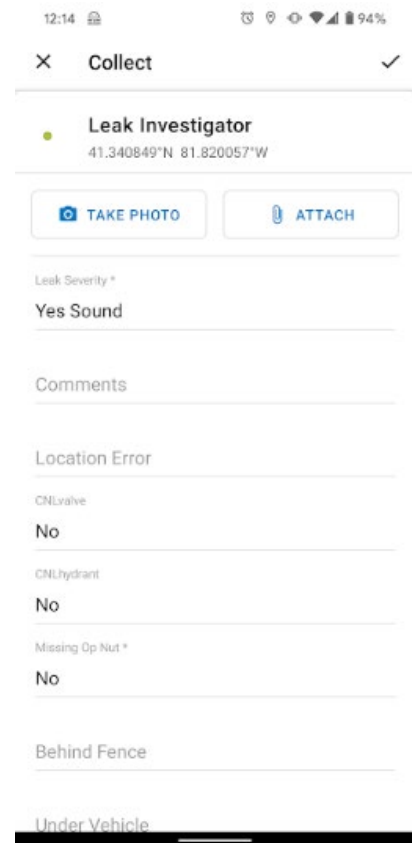
Free Chlorine (hypochlorous acid) reacts with Ammonia and certain Nitrogenous compounds to form Combined Chlorine. With Ammonia, the reaction produces chloramines which have very little disinfecting power; thus, it is important to be able to determine the various fractions of Chlorine present at any one time. DPD (NN Diethyl p Phenylene Diamine Sulphate) is the preferred reagent for the determination of Free, Combined and Total Chlorine. It is available in Tablet, Liquid and Powder form.



Total Chlorine can also be measured using a Potassium Iodide reagent. This can measure concentrations of up to 300 mg/l chlorine and is widely used in food manufacturing and industrial water treatment.

Data-Enabled Collection Devices with [ArcGIS](#)

GPS & data-enabled devices with ArcGIS Field Maps allow our specialists to collect photos, videos, acoustics, mapping discrepancies, and all assessment data. Our devices include Samsung, Apple, and LG phones, tablets, & PCs. With interactive mapping, we import GIS shapefile(s), update GIS information, and provide valuable information using our flexible data-driven solutions and analysis tools. By creating customizable layers, our leak detection specialists can collect information which can be represented visually and represent patterns in whatever manner we find valuable. Though this information is visually stunning, the power behind this is our teams can share and access information through mapping, embedded information, and dashboards.

Collect

Leak Investigator
41.340849°N 81.820057°W

TAKE PHOTO **ATTACH**

Leak Severity *

Yes Sound

Comments

Location Error

CNI, valve

No

CNI, hydrant

No

Missing Op Nut *

No

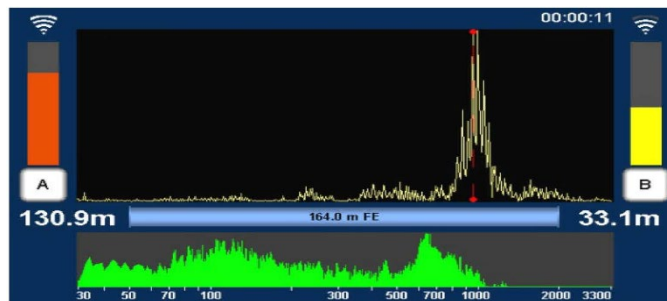
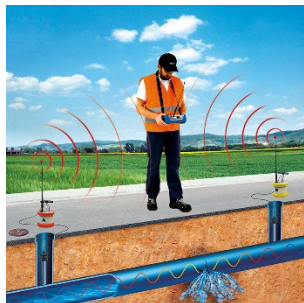
Behind Fence

Under Vehicle

SebaKMT Corelux C-3 Correlator

The acoustics of pressurized water travel in all directions of the pipe. This noise is recorded, amplified, and sent wirelessly to the correlator by 2 sensors (piezo mic, hydrophone) which are attached to the pipe (e.g. valve, hydrants). The C-3 compares the signals then calculates the distance based on the delays time of the signals, sensor distance, and sound velocity in the pipe.

This hybrid correlator can be used for online and offline correlations. The C-3 is capable of multi-correlation without pipe parameter input, possesses a touch display with an intuitive user interface, has long operating times, has inductive sensor charging, and can pinpoint using multi-sensors or a ground mic. This device is perfect for all piping materials.



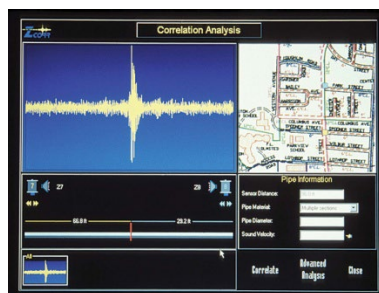
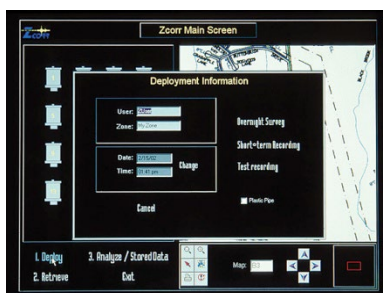
ZCorr Digital Correlating Loggers

ZCorr digital correlating loggers offer significant advantages over listening loggers by detecting and pinpointing multiple leaks in a zone overnight. ZCorr's technical advances make leak surveying viable for water utilities at less effort and cost.

ZCorr is a software-driven approach that allows a distribution system leak survey to be efficiently directed from the office, integrating leak detection data, maps, and database tools to:

- Plan the survey and print deployment orders.
- Pinpoint leaks and print repair reports.
- Track survey progress and performance.

The ZCorr survey has 3 steps: DEPLOY, RETRIEVE and ANALYZE. Each step can be taken either in the office or in the field.



Policy & Affiliation Statements

Health & Safety Policy

It is the policy of Consulting Engineering Inc. to provide a safe and healthy culture for our employees and to observe all State and Federal Laws and Regulations, including but not limited to training and certifications associated with our tasks in the context with which they are performed to follow safe practices and to recognize, correct, and/or avoid unsafe working conditions.

Active participation and adherence to the Safety Program is a condition of employment. No individual should work at a job that he or she knows is not safe. Therefore, we must make every workplace safe by detecting, correcting, and reporting unsafe conditions, as well as the detection of unsafe work practices.

Our Safety Policy has equal importance with Consulting Engineering Inc.'s policies of providing the best quality and most productive service in our industry with a goal of preventing all accidents and injuries. Because of the many different hazards of our industry, we must maintain a constant safety awareness to achieve this goal.

Public Safety

We recognize the importance of making our customers happy along with those they serve so our conduct, dress, communication, and visibility are made clear before our boots touch the ground. Operations are planned & conducted to maximize convenience to the public including permission to access inaccessible areas.

Our plan conforms to the MUTCD (Section 6G.02 Type of Temporary Traffic Control Zone Activities, Work Duration). Our work follows the guidelines of mobile work (work that moves intermittently or continuously) which specifically mention frequent stops for activities such as utility operations. Our traffic plan satisfies Canada's Traffic Control Manual (Sections 18.3 Standards of Traffic Control and 8.24 High-visibility Apparel).

CEI's work vehicle(s) maintain an oscillating dome light, traffic cones, 4-way blinkers, CEI branded magnets & DOT-approved Class III reflective high-visibility clothing, and a survey sign for advanced traffic warning to increase visibility. The survey sign is periodically retrieved and repositioned in advanced warning areas.

CEI requests a laminated letter from the Water Utility Superintendent to be displayed in-vehicle and presented to residents and authorities should they have questions including contact information. Additionally, we carry branded identification which matches our equipment.



Any additional concerns may be found in the adverse conditions detailed in the methodology and will be addressed in the kickoff meeting.

Meter or AMR Manufacturer Affiliation

CEI has no affiliation with any meter or AMR manufacturers.

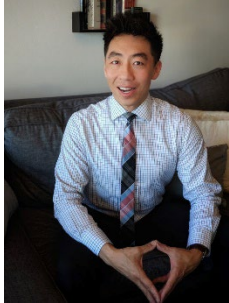
Cleanup

CEI maintains neat, orderly working conditions to ensure environmental and fire safety. Proper disposal of rubbish and maintenance of natural beauty is a part of our office and field culture.

3. Experience

Key Personnel

Project Manager – 20+ years of experience



Y Chan is the Principal Owner and a Civil Engineer with a BSCE from the Ohio State University with a specialization in Structural Engineering (2003) who has managed civil design projects and leak detection programs for CEI since 2013. He managed all projects listed in this proposal while performing sounding and pinpointing, as needed. In addition to managing leak detection and water audit projects, Mr. Chan has managed and designed civil engineering and construction administration projects around the nation for ODOT, OTIC, PATH, NYCDOT, NYSDOT, PennDOT, MTA, MetroNorth, NHDES, GSA, Veterans Affairs, and numerous government entities. He is the architect of CEI's ESRI/ArcGIS program used for documenting listening points including asset defects, GIS mapping errors, photos, and acoustic results in ArcGIS Field Maps so the data is readily accessible. He is a DOT-certified flagger, CPR-certified, and experienced in all Bentley programs, all AutoDesk programs, and Cartegraph. He manages all budgeting, scheduling, communications, data analysis, and reports.

Experienced Oversight – 30+ years of experience



Ray C. S. Chan, P.E., is the founder of CEI. He is a Structural and Hydraulic Engineer with his BSCE from the University of Illinois at Urbana-Champaign and masters from Virginia Tech. He is well-acquainted with water infrastructure projects, specializing in leak detection in the Cleveland Water System; the majority of the Cleveland master-metered suburban cities, including City of East Cleveland, Cleveland Heights (a client since 1990), the City of Bedford, the City of Lakewood, and other surrounding suburbs; and across North America.

Ray C. S. Chan, P.E., will be responsible for the program oversight. Mr. Chan has specialized in leak detection and location since 1974. He was the engineer-in-charge for the Pitometer Associates, assigned to the Cleveland Water Department in the early '80s where he detected and pinpointed leaks for the entire system (5,360 miles) including applying first generation leak correlation technique to pinpointing. Being in business for over thirty years, Mr. Chan believes in a safety-oriented team effort focused on clear communication while emphasizing quality assurance. Deliverables are expected to stay under budget while meeting established deadlines.

Field Services Leader – 15+ years of experience



Maurice Little's input is critical in the purchase of all water leak detection equipment. He is an expert in the use of all CEI leak detection equipment and the training of field technicians.

With thousands of miles of water utility experience, he has performed & executed all field services in this proposal. His conceptual skills, leak detection training, and field experience provide for the skills, knowledge, and expertise to evaluate and pinpoint leaking assets, document findings, and make recommendations for rehabilitation. Training and Certifications include ArcGIS Field Maps, Cartegraph, OSHA 30, Field Operations Classroom Training, Valve Operator, Truck Safety, Equipment and Inspection Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained, Flagger Certification, Hydrant Flushing/Flow Trained (AWWA M17, NFPA 291), DOT Certified Vehicle Driver.

In addition to CEI projects, Mr. Little has performed the following:

19655 Tanbark Ln | Strongsville, OH 44149
Tel: 440.238.9699 | Email: ce@cengr.co | Website: www.cengr.co

Client	Years	Leak Detection	Valve &/or Hydrant Assessment	UDF	Confined Space	System Iso. (Shut-downs)	On-Call Services	Metallic	Non-Metallic	Miles
Anne Arundel County, MD	2017	Yes	Yes					Yes		210
Baltimore City, MD	2007-2013	Yes	Yes		Yes	Yes	Yes	Yes		160
Baltimore County, MD	2007-2013	Yes	Yes		Yes	Yes	Yes	Yes		220
Batavia, IL	2017-2018	Yes						Yes		190
Bayonne, NJ	2015	Yes						Yes		130
Buffalo Grove	2020-2022	Yes					Yes	Yes		183
Carol Stream, IL	2018	Yes	Yes	Yes				Yes		140
Charles County, MD	2017	Yes	Yes					Yes		150
Cleveland, OH (CWD)	2016-2017	Yes	Yes				Yes	Yes		2,100
DC Water	2010	Yes	Yes					Yes		660
Dupage, IL	2014	Yes		Yes				Yes		160
Edenton, NC	2009	Yes	Yes					Yes		130
Flagstaff, AZ	2017-2018	Yes	Yes					Yes	Yes	220
Georgia Environmental Finance Authority	2015	Yes						Yes		1,200
Hays, KS	2015	Yes						Yes		106
Howard County, MD	2016-2017	Yes	Yes				Yes	Yes		500
Jersey City, NJ	2015	Yes						Yes		210
Lakewood, OH	2020-2022	Yes						Yes		240
Lowell, MA	2019	Yes						Yes		215
Massachusetts Water Resources Authority	2015, 2016, 2018	Yes					Yes	Yes		3,735
McKinney, TX	2011	Yes						Yes	Yes	120

Client	Years	Leak Detection	Valve &/or Hydrant Assessment	UDF	Confined Space	System Iso. (Shut-downs)	On-Call Services	Metallic	Non-Metallic	Miles
Middleborough, MA	2016	Yes						Yes		135
Minneapolis, MN	2015	Yes						Yes		440
Needham, MA	2012	Yes						Yes		150
New Hampshire Department of Environmental Services	2018	Yes						Yes		732
Norridge, IL	2017	Yes		Yes				Yes		44
North Kentucky, KY	2016	Yes					Yes	Yes		160
Pagosa Springs, CO	2015	Yes						Yes		240
Piqua, OH	2017	Yes					Yes	Yes		110
Pontiac, MI	2015	Yes	Yes					Yes		
Puerto Rico Aqueducts & Sewers Authority	2015	Yes					Yes	Yes	Yes	1,700
San Antonio Water System	2015	Yes						Yes		2,400
Surrey, British Columbia Canada	2017	Yes					Yes	Yes	Yes	180
Waco, TX	2014	Yes						Yes	Yes	190
Monroe County Water Authority, FL	2014	Yes	Yes	Yes				Yes	Yes	170
Wilson, NC	2015	Yes	Yes					Yes		130
WSSC, MD	2014, 2015	Yes	Yes					Yes		1,700

Field Services Technician – 15+ years of experience

Damian Booker has conducted acoustic surveying and valvebox assessment & cleaning for Tucson, AZ; Buffalo Grove, IL; Carol Stream, IL; Oak Park, IL; Park Ridge, IL; Montgomery, PA; Baltimore, MD; Cleveland, OH, & Lakewood, OH. Mr. Booker has experience with Vivax-Metrotech, CST-Berger, Sub-Surface and SebaKMT products as well as traditional equipment. Mr. Booker has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.



Field Services Technician – 5+ years of experience

Calvin Roberts has conducted acoustic surveying and valvebox assessment & cleaning for Flagstaff, AZ; Springfield, IL; Carol Stream, IL; Lowell, MA; Buffalo Grove, IL; Oak Park, IL; Park Ridge, IL; Diablo, CA; Montgomery, PA; Cleveland, OH; & Lakewood, OH. Mr. Roberts has experience with Vivax-Metrotech, CST-Berger, Sub-Surface and SebaKMT products as well as traditional equipment. He has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

Field Services Technician – 3+ years of experience

Michael Scott is a Leak Detection Specialist who has conducted acoustic surveying and valvebox assessment & cleaning for Lowell, MA; Park Ridge, IL; Buffalo Grove, IL; Oak Park, IL; Park Ridge, IL; Diablo, CA; Montgomery, PA; Cleveland, OH; & Lakewood, OH. He has experience with Vivax-Metrotech, CST-Berger, and SebaKMT products as well as traditional equipment. He has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

Field Services Technician – 2+ years of experience

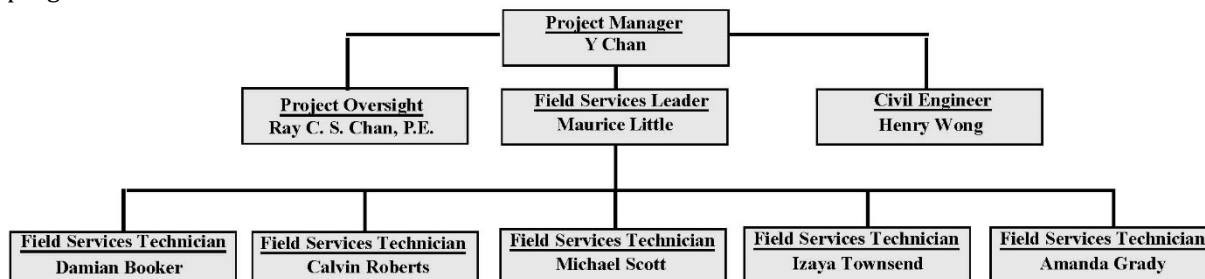
Izaya Townsend has conducted acoustic surveying and valvebox assessment & cleaning for Arlington Heights, IL; Buffalo Grove, IL; Glenview, IL; Montgomery, PA; Cleveland, OH; & Lakewood, OH. Mr. Gaither has experience with Vivax-Metrotech, CST-Berger, Sub-Surface, and SebaKMT products. He has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

Field Services Technician – 2+ years of experience

Amanda Grady has conducted acoustic surveying and valvebox assessment & cleaning for Springfield, IL; Buffalo Grove, IL; Montgomery, PA; Cleveland, OH; & Lakewood, OH. He has experience with Vivax-Metrotech, CST-Berger, and SebaKMT products as well as traditional equipment. She has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

Data Integrity, Office Support, Civil Engineer – 30+ years of experience

Henry Wong was a Leak Detection Specialist with CEI in the '80s and '90s who now provides support to field services using ArcGIS online, scheduling access to inaccessible areas, tracking crew production, verifying data integrity, generating daily reports, etc. He is familiar with all ESRI, Cartegraph, Bentley, and AutoDesk programs.



Representative Projects

Customer: Naperville, IL (\$545,292.00 Contract/yr)
Contact: Tony Conn | Deputy Director
Material: Metallic & Non-metallic | Completed: 2024 (2025, 2026) |
System Age: ~100 yrs.
Services Rendered: Leak detection of 748 miles twice a year while documenting all listening points, defects, mapping discrepancies, sounds, and leaks along with emergency services.

Customer: Clearwater, FL (\$199,771 Contract/yr)
Contact: Adam Brugman | Distribution Manager
Material: Metallic & Non-metallic | Completed: 2024 (2025, 2026) |
System Age: ~100 yrs.
Services Rendered: Leak detection of 730 miles while documenting all listening points, defects, mapping discrepancies, sounds, and leaks along with emergency services.

Customer: E Source and Cal Water (\$317,850 Contract/yr)
Contact: Kate Gasner | Vice-President of Operations
Material: Metallic & Non-metallic | Completed: 2022-2023 | System Age: ~100 yrs.
Services Rendered: Comprehensive leak detection of 815 miles and satellite leak detection of 163 Asterra POIs for the Hermoso Redondo, Livermore, Mid-Peninsula, and Westlake water systems in California.

Customer: Sweetwater, CA (\$154,5000 Contract/yr)
Contact: Adam Brugman | Distribution Manager
Material: Metallic & Non-metallic | Completed: 2024 | System Age: ~100 yrs.
Services Rendered: Comprehensive leak detection of 395 miles and satellite leak detection of 618 Asterra POIs while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: E Source and Cal Water (\$57,420 Contract/yr)
Contact: Kate Gasner | Vice-President of Operations
Material: Metallic & Non-metallic | Completed: 2024 | System Age: ~100 yrs.
Services Rendered: Comprehensive leak detection of 174 miles and satellite leak detection of 36-mile equivalent of Echologic logger POIs for the Bear Gulch water system in California.

Customer: Cleveland Water Department (\$130,000 Contract; \$640,750 Contract)
Material: Metallic | Completed: 2017, 2021-2023 | System Age: ~100 yrs.
Services Rendered: 2017 Leak detection survey services for 2,100 miles while documenting all listening points in ArcGIS/ESRI. 2021-2023 comprehensive leak detection of Utilis/Asterra's 750 POIs along with emergency services.

Customer: Cambridge, MA (\$57,750 Contract/yr)
Contact: Mark F. Gallagher | Director of Engineering & Distribution
Material: Metallic | Completed: 2022, 2023 (2024) | System Age: ~100 yrs.
Services Rendered: Annual leak correlation survey for 185 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks using the 100% correlation method.





CONSULTING ENGINEERING, INC.

Customer: Yarmouth, MA (\$48,576 Contract/yr)

Contact: Laurie J. Ruzala, P.E. | Superintendent of Water and Wastewater

Material: Metallic | Completed: 2023 (2024, 2025) | System Age: ~100 yrs.

Services Rendered: Leak detection for 264 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: City of Sandwich, MA (\$29,274 Contract/yr)

Contact: Dan Mahoney | Water Superintendent

Material: Metallic | Completed: 2021, 2022, 2023 | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for 145 miles while documenting all listening points and leak detection results.

Customer: Lowell, MA Regional Water Utility (\$24,72, \$44,075 Contracts)

Contact: Paul Pires | Superintendent of Distribution

Material: Metallic | Completed: 2019, 2023, (2024) | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for 215 miles while documenting all listening points and leak detection results.

Customer: Asterra/Utilis | (\$51,550 Contract)

Locations: Aqua, VA; Bristol, RI; Kline, PA; N. Kingstown, RI; Oak Creek, WI; Warren, OH

Contact: Fareed Nazaryfar | Customer Success Manager

Material: Metallic & Non-Metallic | Completed: 2022 | System Age: ~100 yrs.

Services Rendered: Comprehensive investigations of satellite POIs for water distribution piping while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: Montgomery, PA (\$43,171 Contract/yr)

Contact: David Quinn | Project Manager at North Wales Water Authority

Material: Metallic | Completed: 2020, 2021, 2022, 2023, (2024) | System Age: ~100 yrs.

Services Rendered: Annual leak correlation survey for 136 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks using the 100% correlation method.

Customer: Bellevue, WA (\$15,750 Contract/yr)

Contact: Nathan Rauscher | Senior Engineering Technician, Water Operations & Maintenance

Material: Metallic & Non-metallic | Completed: 2022, 2023 (2024) | System Age: ~100 yrs.

Services Rendered: Leak comprehensive survey for 70 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, & leaks.

Customer: U.S. Air Force (\$22,000 Contract)

Contact: Gary Krivokapich, P.E., CEM | Energy Utility Manager & Engineer of Davis Monthan AFB

Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for DM AVB water distribution piping while documenting all listening points and leak detection results.

Customer: City of Normal, IL (\$46,600 Contract/yr)

Contact: John Burkhart | Director of Water

Material: Metallic | Completed: 2023 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for 200 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Arlington Heights, IL (\$30,940 Contract/yr)
Contact: Scott Schweda | Water Superintendent
Material: Metallic | Completed: 2021, 2022, 2023, 2024 (2025-2026) |
System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 286 miles while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Glenview, IL (\$29,274 Contract/yr)
Contact: Jack Fragassi | Water and Sewer Supervisor
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 246 miles while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Northbrook, IL (\$24,395 Contract/yr)
Contact: Joseph Rizzo | Utilities Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 205 miles of water distribution and 2020 POIs piping while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Carol Stream, IL (\$23,120 Contract/yr)
Contact: Phil Modaff | Director of Public Works
Material: Metallic | Completed: 2021, 2022, 2023, (2024) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 177 miles and private mains while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Lake Forest, IL (\$22,230 Contract/yr)
Contact: Rich Volpe | Water & Sewer Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 170 miles while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Winnetka, IL (\$25,526 Contract/yr)
Contact: Drew Ceckowski | Water & Electric Analyst
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 103 miles, twice a year, while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Niles, IL (\$24,564 Contract/yr)
Contact: Jack Grana | Utilities Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 103 miles while documenting all listening points and leak detection results with ongoing emergency services.



Customer: Village of Buffalo Grove, IL (\$25,000 Contract/yr)
Contact: David K. Haisma | Superintendent of Water Operations
Material: Metallic | Completed: 2020-2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 183 miles with ongoing emergency services while all listening points, defects, mapping discrepancies, sounds, and leaks of 4,894 assets were documented in ArcGIS. Confirmed leaks were documented and reported in Cartegraph.

Customer: Springfield, IL Water, Light, and Power (\$29,000 Contract/yr)
Contact: Josh Stewart, P.E. | Water Distribution Engineer
Material: Metallic | Completed: 2019-2022 | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 224 miles while documenting all listening points and leak detection results.

Customer: City of Lakewood, OH (\$23,000 Contract/yr)
Contact: Nicholas DeVecchio | City of Lakewood Division Manager
Material: Metallic | Completed: 2020-2022, 2023, (2024-2027) | System Age: ~100 yrs.
Services Rendered: Bi-annual leak detection services for 240 miles/year with ongoing emergency services while all listening points, defects, mapping discrepancies, sounds, asset types, and leaks were documented in ArcGIS.

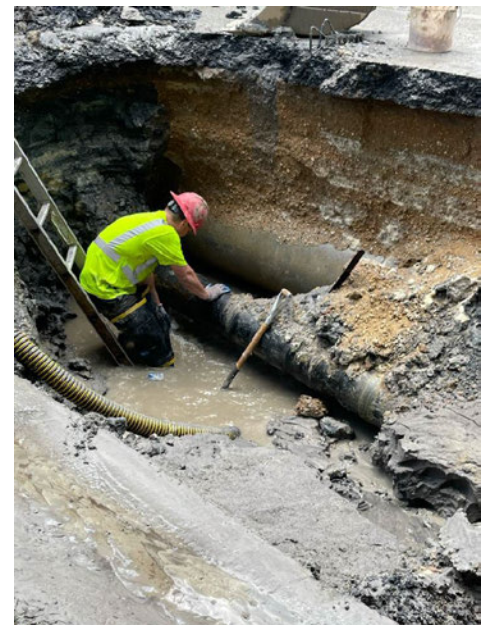
Customer: City of Bensenville, IL (\$13,200 Contract/yr)
Contact: Vincent Smith | Operation Superintendent
Material: Metallic | Completed: 2021, 2022, & 2023 (2024) | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 80 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Cary, IL (\$10,200 Contract/yr)
Contact: John Stein | Deputy Director of Public Works
Material: Metallic | Completed: 2023 (2024-2025) | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 30 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Park Ridge, IL (\$19,320 Contract/yr)
Contact: Mark Miller | Superintendent of Public Works
Material: Metallic | Completed: 2020-2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 138 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Oak Park, IL (\$17,490.00 Contract/yr)
Contact: James Eggen, P.E. | Superintendent of Water & Sewer Division
Material: Metallic | Completed: 2020 & 2022 | System Age: ~100 yrs.
Services Rendered: Leak detection services for 106 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: Rotterdam, NY (\$19,963 Contract/yr)
Contact: Jeffrey Trzeciak, P.E. | Senior Project Manager II of Prime AE
Material: Metallic | Completed: 2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for Water District 3, 4, & 5 with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.





CONSULTING ENGINEERING, INC.

Customer: City of St. Clair Shores, MI (\$29,400 Contract/yr)
Contact: Russ Miller | Water Department Superintendent
Material: Metallic | Completed: 2023 (2024-2025) | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 210 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Ecorse, MI (\$9,675 Contract/yr)
Contact: Dulanga Pathirana, P.E. | P.E. for Andersen, Eckstein, & Westrick
Material: Metallic | Completed: 2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 43 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Havre de Grace, MD (\$9,000 Contract/yr)
Contact: Joe Conway | Chief of Construction and Program Management
Material: Metallic | Completed: 2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 45 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Milton-Freewater, OR (\$10,335 Contract/yr)
Contact: Steven Patten | Public Works Technician
Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 39 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Diablo, CA (\$27,125 Contract)
Contact: Dan Muelrath | General Manager of the Diablo Water District
Material: Metallic & Non-Metallic | Completed: 2020 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 175 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: St. Joseph, MI (\$5,400 Contract)
Contact: Tom MacDonald | Director of Public Works (retired)
Material: Metallic | Completed: 2021 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 50 miles while documenting all listening points and leak detection results.

Customer: City of Darien, IL (\$12,916.80 Contract/yr)
Contact: Kris Throm | Superintendent of Municipal Services
Material: Metallic | Completed: 2022-2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 90 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: Erie, CO (\$14,816 Contract/yr)
Contact: Jared Muir | Utilities Superintendent
Material: Metallic | Completed: 2023, 2024 | System Age: ~100 yrs.
Services Rendered: Leak detection services for 45 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

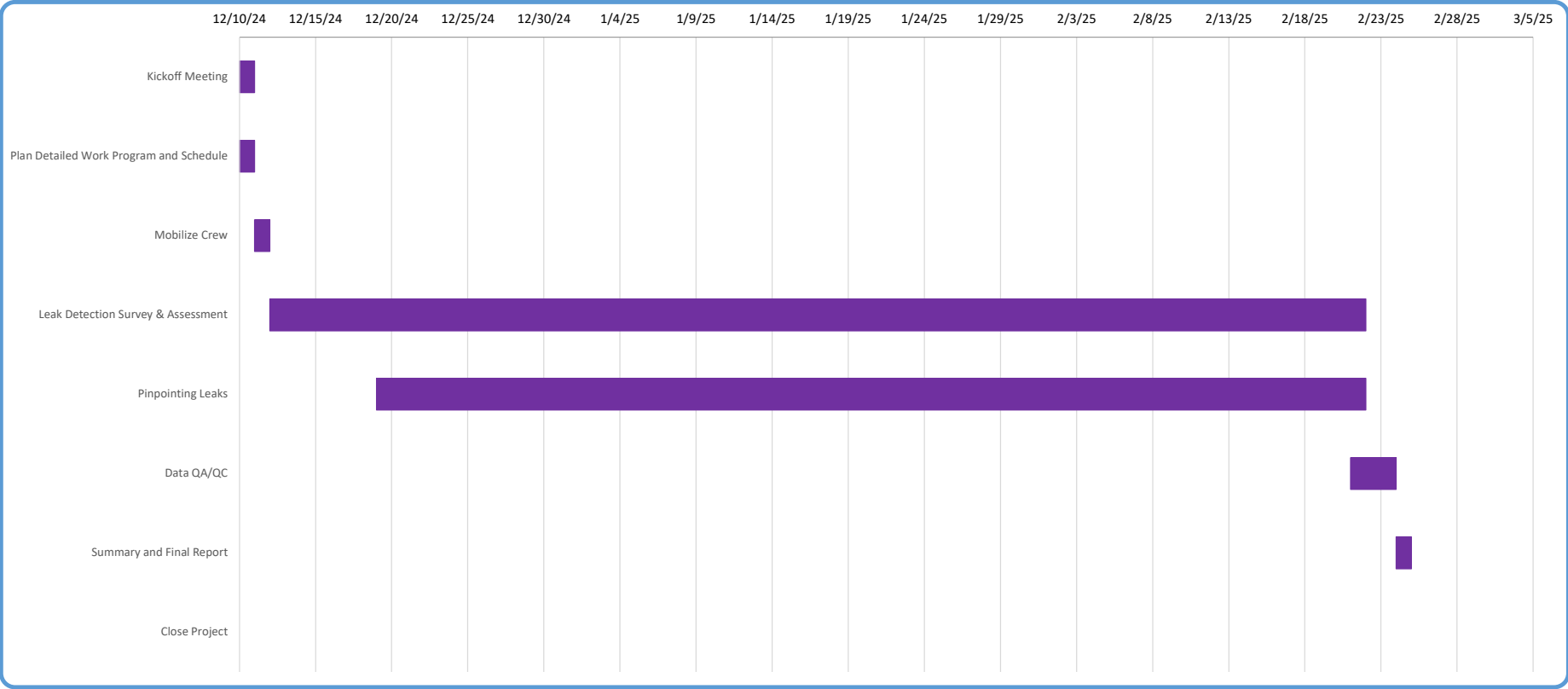
4. Cost Proposal

Price

Quantity = 360 miles

Unit Cost = \$415 per mile

Total Cost = 360 miles * \$415 per mile = \$149,400.00





September 13, 2024

To Whom It May Concern

It is my pleasure to recommend Consulting Engineering Inc. (CEI) for leak detection services. CEI has annually performed a comprehensive leak detection survey for us on over a 170 miles of water main the past four years.

I have been more than pleased with the results. Through Maurice Little, Field Manager, and his crew's efforts and dedication, they consistently meet deadlines and communicate progress and issues that arise. This has allowed us to make repairs on larger leaks and uncertain assets while they are still in town.

The final report CEI provides is thorough and precise. They have accurately identified leaks on hydrants, valves, service lines and distribution mains. CEI's consistency, accuracy and proactive approach has significantly contributed to the success of our projects.

I highly recommend CEI for leak detection services. Their professionalism, integrity and commitment to delivering accurate results will be beneficial to your city's projects.

Sincerely,

Rich Volpe
City of Lake Forest
Water & Sewer Supervisor
847-810-3570
volper@cityoflakeforest.com

7/19/2024

To Whom it May Concern,

It is my pleasure to recommend Consulting Engineering Inc. (CEI) for leak detection services.

CEI performed comprehensive leak detection surveys of nearly 80 miles of water distribution system for the past 5 years for the Village of Bensenville.

Their performance fulfilled the terms and scope outlined in our agreement. They were within budget, on-time, responsive, communicative, and efficient. Their team stayed in constant contact, provided daily updates, and provided a concise report upon completion.

Specifically, we found the qualities of Maurice Little to be exceptional. Maurice showed a true passion for the work he was doing. He relayed updates at regular intervals and made certain the work was being done to the standards and expectations of the Village. He answered any questions and provided detailed responses in a timely manner. Working with Maurice was a real pleasure.

I confidently recommend CEI to conduct leak detection services as their expertise and passion will provide a great benefit to your community.

Respectfully,

Frank Palumbo

Superintendent of Operations
Department of Public Works
Village of Bensenville, Illinois
C: (630) 202-5444 | Fpalumbo@bensenville.il.us



CITY OF CAMBRIDGE
MASSACHUSETTS
Water Department



7/29/2022

To: Whom it May Concern

From: Mark Gallagher, Director of Engineering and Distribution, CWD

Date: 7/29/2022

Re: Recommendation Letter - Consulting Engineering Inc. (CEI)
City Wide Leak Detection Survey

During the Spring of 2022, CEI staff conducted a City-Wide Leak Detection Survey of the 186 miles of water main that comprise the City of Cambridge Water Distribution System. Although Cambridge is a densely populated city that presents many challenges while working in the public right of way, the CEI staff always conducted themselves in a professional manner and often adjusted their scope of work to get past these challenges. These adjustments often caused their staff to work through the night in order to complete the survey in heavily trafficked areas. The staff's flexibility, hard work and diligence resulted in the project being completed on time and within budget. To date all the locations identified by CEI have been proven to be very accurate and has allowed the City of Cambridge to repair the leaks and stop the wasting of water.

Overall CEI has proven themselves to be a reliable and professional company which resulted in a very successful project. Therefore, I would highly recommend them for any large-scale Leak Detection services.

Sincerely,

Mark Gallagher,
Director of Engineering and Distribution
Cambridge Water Department
617-349-7754



Sandwich Water District
72 TUPPER ROAD, BOX 600
SANDWICH, MASSACHUSETTS 02563-0600

(508) 888-2775
Fax (508) 888-9675

To whom it may concern:

I write this letter of recommendation for the firm, Consulting Engineering, Inc. (CEI), based on consideration of personnel, equipment and references – we awarded Consulting Engineering Inc. the contract for leak detection in Sandwich, MA for FY 2021 with options to renew in FY 2022 and FY 2023.

Using the latest electronic acoustic devices, loggers, and correlators, CEI identified potential leak locations by sounding assets connected to water mains. Implementing real-time, synchronized data collection through ESRI's ArGIS, CEI provided us with well-documented, measurable results; clearly communicated their areas of work and deployments; and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

We decided to purchase offline mapping tablets from CEI for our field technicians so we would have the latest information on our water system. CEI's mapping solution included iPads with screen protectors, engraving, and drop-proof and water-resistant casing.

In closing, it has been a positive and professional experience working with Y Chan and his team for our leak detection project. Y is responsive, as are the field staff they employ. Maurice Little, our main field contact with CEI, worked with our personnel. For these reasons, I confidently and highly recommend CEI for leak detection and water distribution maintenance needs.

Regards

Dani Mahoney

Superintendent

Sandwich Water District

508-888-2775 or dmahoney@sandwichmass.org



Department of Public Works
Fifty One Raupp Blvd.
Buffalo Grove, IL 60089-2198
Fax 847-537-5845

David K. Haisma
Supt. of Utility Operations
Phone 847-459-2545
dhaisma@vbg.org

To whom it may concern:

It is with pleasure I write this letter of recommendation for the firm, Consulting Engineering, Inc. (CEI). I have come to know their work through a 3-year contract they won for leak detection for Buffalo Grove, IL, for 2020-2022.

CEI implemented real-time and synchronized data collection through ESRI's ArGIS. Using electronic acoustic devices and loggers, CEI identified potential leak locations by sounding assets connected to water system. By sounding all accessible assets in Phase 1, then identified points of interest in Phase 2, CEI performed 183 miles of main line leak detection for Buffalo Grove to date. CEI provided us with measurable results, clearly communicated their whereabouts and deployments, and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

In closing, it has been a great to work with Y Chan and the field staff. Y is responsive, as are the field staff they employ. Our main field contact for CEI, Maurice Little, provided his expertise with our personnel. For these reasons, I recommend CEI for leak detection and water distribution maintenance needs.

I can be reached at (847) 459-2045 or DHAISMA@VBG.ORG with any questions.

X

David Haisma

December 15, 2020

To Whom It May Concern,

I write this letter of recommendation for the firm Consulting Engineering, Inc. (CEI). CEI was the lowest bidder on a Contract for leak detection for 2021. North Wales Water Authority conducts full system leak detection on a three (3) year rotating basis, surveying approximately 180 miles of main and appearances annually.

CEI performed real time and synchronized data collection through ESRI's ArGIS. Using the latest electronic acoustic devices and loggers, CEI identified potential leak locations by sounding assets connected to water mains. Using the 100% correlation method, CEI performed 180 miles of leak detection for the North Wales Water Authority to date. CEI provided us with measurable results, clearly communicated their whereabouts and deployments, and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

In closing, Y Chan and the field staff are very responsive to work with. Our main field contact for CEI, Maurice little, worked well with our personnel. For these reasons, I feel confident in recommending CEI for leak detection and water distribution maintenance needs.

I can be reached at dquinn@nwwater.com with any questions.

Thank you.

David Quinn,
Administrator



87 Carol Lane
P.O. Box 127
Oakley, CA 94561-0127
925-625-3798
Fax 925-625-0814
www.diablowater.org

Directors:
Edward Garcia
President

John H. de Fremery
Vice President

Kenneth L. Crockett
Howard Hobbs
Paul Seger

*General Manager &
Secretary:*
Daniel Muelrath

General Counsel:
Jeffrey D. Polisner

December 15, 2020

RE: Leak Detection Services by Consulting Engineering Inc.

To Whom it May Concern:

Diablo Water District recently (Nov/Dec 2020) had 175 miles of water mains leak detected by Consulting Engineering Inc. We were happy with their services, staff, and management, as they finished the project on time and within budget.

Feel free to reach out to me if you have any questions about the scope of services they performed.

Sincerely,

Dan Muelrath
General Manager



City of Flagstaff

September 20, 2018

RE: Letter of recommendation for Consulting Engineering, Inc.

To whom it may concern:

It is with pleasure to write a letter of recommendation for the firm, Consulting Engineering, Inc. (CEI) I have become to know their work through a contract they won for a leak detection and valve box maintenance, in 2017.

CEI has performed nearly 255 miles of leak detection and valve-box maintenance for the City to date. 220 of these miles were completed on the first contract, during FY18, and another 35 of 90 miles have been completed in FY19. The original contract was written such that continuation each fiscal year could occur provided the work performed followed the scope of work, met the City's expectations, and City Council passed the budget.

Our evaluation team was impressed with CEI's proposal. Flagstaff is working towards real-time or synchronized data collection with our GIS and City-Works systems and CEI was very comfortable performing these tasks. Their strength is in completing the on-the-ground work. They provided us weekly updates consistently. We are working with CEI in this FY to better follow the scope of work, including collecting a photo of each valve box to populate our Collector App. Traffic control, a daily field work plan are also focus areas of our in working with CEI this FY.

In closing, it has been a delight to work with Y Chan and the field staff. Y is very responsive, as are the field staff they employ. Our main field contact for CEI, Maurice Little, has provided many recommendations for making better use of our Collector App, many or all of which we have implemented. For these reasons, I highly recommend CEI for leak detection and valve-box maintenance needs.

I can be reached at (928) 213-2405 or eyoung@flagstaffaz.gov with any questions.

[Redacted Signature]
Erin M. Young, RG
Water Resources Manager
City of Flagstaff, Water Services Division



City of Cleveland
Frank G. Jackson, Mayor

Department of Public Utilities
Division of Water
1201 Lakeside Avenue
Cleveland, Ohio 44114-1175
(216) 664-2444
www.clevelandwater.com



March 22, 2017

Re: Recommendation of Consulting Engineering, Inc.

To whom it may concern:

This is to verify that the firm of Consulting Engineering, Inc. of Strongsville, OH has been employed as a sub-consultant to our prime consultant on our current leak detection and water audit project.

In that capacity, they have been a member of the CH2M Hill project team working on this project. Specifically, they have worked directly for their consultant, Wachs Water Services. Central Engineering's role in the project has been surveying the CWD water distribution system to identify potential leak locations by electronically listening to fire hydrants connected to water mains. As of this time, they have listened to approximately 35,900 fire hydrants covering 2,430 miles of water mains. So far, this work has eventually led to the identification and pin pointing of approximately 400 leaks by Wachs Water Services as part of this project.

To-date, their performance has fulfilled the terms of the Scope of Services outlined in our agreement. At the current rate, Consulting Engineering's role in this project is scheduled to be completed on-time and within budget. I confidently recommend Consulting Engineering for conducting leak surveying services.

Best regards.

Very truly yours,

[Redacted signature]

J. Christopher Kocsan
Sr. Budget and Management Analyst
Cleveland Division of Water

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

March 23, 2017

To Whom It May Concern

Subject: **Comprehensive Leak Detection Survey Reference**

It is my pleasure to recommend Consulting Engineering, Inc. (CEI), of Strongsville, OH for leak detection services. CEI successfully performed a comprehensive leak detection survey of approximately 135 miles of the water distribution system for the Town of Middleborough, MA in 2016.

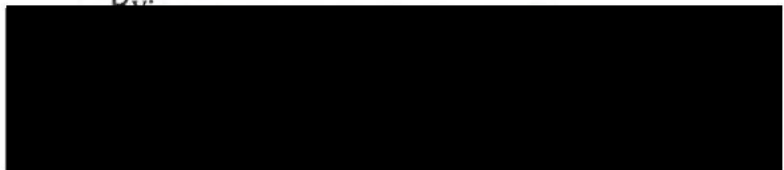
CEI's performance fulfilled the terms of the Scope of Services for the project. The comprehensive leak survey was completed on-time and within budget. Their field and office personnel were knowledgeable, cooperative and highly professional during the work.

I would recommend CEI to conduct leak detection services in the future.

Very truly yours,

AMORY ENGINEERS, P.C.

By:



Richard S. Johnson, P.E.

Consulting Engineer for the Town of Middleborough

RSJ

March 20th, 2017

TO WHOM IT MAY CONCERN

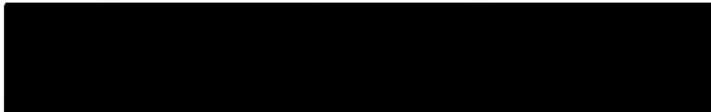
It is my pleasure to recommend Consulting Engineering, Inc. (CEI) for civil engineering and leak detection services.

CEI performed a comprehensive leak detection survey, intermittently, from 1986-2011 for 60 miles of the water distribution system for the City of East Cleveland.

Their performance fulfilled the terms of the Scope of Services outlined in our agreement. This project was a resounding success as it was completed on-time and within budget.

I confidently recommend CEI to conduct leak detection services as their expertise will provide a benefit to your city.

Respectfully,



Ross Brankatelli, P.E.

Retired Service Director for the City of East Cleveland



March 20, 2017

Re: Letter of Recommendation – Consulting Engineering

To Whom This May Concern:

Consulting Engineering performed leak surveys for the City of Cleveland Heights for more than 10 years. During this period the company delivered high quality services, locating hundreds of leaks and saving the City of Cleveland Heights millions of dollars over this period by reducing wasted water and preserving this very valuable resource. During my tenure at the City of Cleveland Heights and in my previous position as Director of Water in a neighboring community, I used the services of Consulting Engineers annually. I have found Ray Chan to be very responsive and committed to helping communities address their leak issues within the water distribution system.

I wholeheartedly recommend Consulting Engineering to provide leak and engineering services. The City looks forward to continuing our relationship with the company in other capacities in the future. If you would like to discuss this company in more detail, please feel free to contact me at 216-291-5990 or via email at cclinkscale@clvhts.com.

Sincerely,



Collette Clinkscale
Utilities Commissioner



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

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

EXECUTION OF PROPOSAL (REQUIRED)

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

NAME OF FIRM (Must match W-9): Consulting Engineering Inc.	PHONE NUMBER: 440-238-9699 x206	EMAIL: y.chan@cengr.co	
BUSINESS STREET ADDRESS: 19655 Tanbark Ln.	CITY: Strongsville	STATE: OH	ZIP: 44149
SIGNATURE OF AUTHORIZED PERSON 	DATE: 11/04/2024		
PRINTED OR TYPED NAME: Y Chan	TITLE: Principal Owner & Civil Engineer		
ARKANSAS SALES OR USE TAX NUMBER (if applicable): N/A			

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
1	



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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Consulting Engineering Inc.

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

Immediate Relation includes:

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

N/A

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.**

gc Initials



EXHIBIT B

CITY OF BENTONVILLE SOLICITATION RFP-24-78-Water Leak Detection Services



CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATE: October 27, 2024

NOTICE

Water System Leak Detection Services REQUEST FOR PROPOSALS (RFP)-24-78

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured organization to perform a leak detection survey of the City's water distribution system. The project will include a comprehensive leak detection survey of approximately 360 miles of water transmission and distribution mains, with the findings summarized in a report based on the requirements set forth in the request for proposals for the City of Bentonville Water Utilities Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

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

The **deadline for submission of a Proposal in response to this request is November 14, 2024 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

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

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is November 8, 2024 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Legal



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

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-24-78	Date of Issuance:	October 27, 2024
Brief Description:	Water System Leak Detection Services		
Agency:	The City of Bentonville, Arkansas: Water Utilities Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	November 14, 2024	Proposal Submission Deadline: (Time)	4:00 PM CST

Proposals must be received by the Purchasing Department prior to 4:00 PM CST on Thursday, November 14, 2024. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	<u>Outer packaging</u> must be sealed and properly marked with the following information: • Proposal Number: RFP-24-78 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original and (1) One digital copy (USB Flash Drive, CD) of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Kelsi Frederick	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is November 8, 2024 at 4:30 PM CST



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

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

EXECUTION OF PROPOSAL (REQUIRED)

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

NAME OF FIRM (Must match W-9):	PHONE NUMBER:	EMAIL:
BUSINESS STREET ADDRESS:	CITY:	STATE: ZIP:
SIGNATURE OF AUTHORIZED PERSON:	DATE:	
PRINTED OR TYPED NAME:	TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



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

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SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured organization to perform a leak detection survey of the City's water distribution system. The project will include a comprehensive leak detection survey of approximately 360 miles of water transmission and distribution mains, with the findings summarized in a report based on the requirements set forth in the request for proposals for the City of Bentonville Water Utilities Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

B Advertisement Published, Requesting Proposals: October 27, 2024

B **Deadline to Submit Questions: November 8, 2024 (4:30 PM CST)**

B **Deadline to Submit Proposals: November 14, 2024 (4:00 PM CST)**

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

PROPOSALS CANNOT BE EMAILED.

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



SCOPE OF WORK

The City of Bentonville manages a water distribution system that supplies potable water to approximately 61,000 customers within its corporate limits and nearby areas, including four wholesale customers. The system comprises five water storage tanks, two booster stations, and around 360 miles of distribution mains, varying in size from 2 inches to 24 inches in diameter and made from various materials, predominantly PVC pipe.

The City seeks a qualified contractor to perform a comprehensive leak detection survey of the distribution system utilizing the latest procedures and technologies. This survey must adhere to the most recent edition of the “Manual of Water Supply Practices, Water Audits and Loss Control Programs” published by the American Water Works Association (AWWA M36). The findings should be presented in a detailed report that includes a summary of the project, a review of the survey, area survey sheets with documented observations, information on each individual leak—including location and estimated leakage rate—and a conclusion. A dashboard and GPS coordinates are preferred.

The project shall be conducted in accordance with the following general scope of services:

- A. The contractor will review maps and GIS data of the water distribution system for familiarization of the pipe network and available appurtenances (valves, hydrants, meter setters, etc.) to be used for contact points.
- B. The contractor shall conduct a comprehensive survey by making physical contact with all available main line appurtenances (valves, hydrants, meter setters, etc.) and selected customer water services. The contractor shall use a sonic leak detection sound amplification instrument designed for this purpose. Contact with pipe appurtenances shall be made at intervals as short as possible where contact points are accessible.
- C. Where contact points are not available a sonic ground listening device and/or probe rod shall be used. Probe rods may only be used in locations where hard surfaces (asphalt pavement, etc.) are not present over the pipe. The distance between probe rod use shall be established within the agreement.
- D. All indications of leaks found during the survey are to be verified a second time after initial indication. A different means of leak detection shall be used on the second verification.
- E. Equipment used for leak detection shall not normally require valves to be operated during surveying and pinpointing. However, on occasion, services or valves may be operated to eliminate service noise or to change velocity noise. Operation of valves and appurtenances will be performed by City of Bentonville personnel only.
- F. The contractor shall furnish the City with a weekly copy of leak reports for any possible leaks that are identified, as well as a final report within thirty (30) days from the end of the project. The final report will include:
 - a. Executive summary showing individually recorded time for correlating, surveying and other time spent on the project. The summary shall include footage covered, approximate water loss rate, types of leaks identified, and quantity of leaks encountered.
 - b. Survey review explaining the procedures and methods used during this study.
 - c. Leak reports with detailed drawing showing each leak location that is identified including a photograph of the location, address and/or cross street, GPS coordinates, type of leak, visual water, and an estimate of water loss quantity (gpm).



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

d. An electronic version in PDF format shall be provided.

The proposal should provide a straightforward, concise description of the organization's capabilities to deliver the products and services. The following is the requested format:

- A. Organization Name, Business Address, and Telephone Number including a point of contact for additional information.
- B. Type of organization (individual, partnership or corporation) and year the organization was established.
- C. Profile of the organization's experience, qualifications, and technical capabilities in providing requested products and services. Organizations should list contact references for representative services.
- D. Description of proposed methods and equipment to be used to complete the leak detection study.
- E. The organization's estimated schedule for completion of the study. The City assumes approval of an agreement December 10, 2024 with an alternative date of January 14, 2025.
- F. Non-Binding Cost Proposal. The respondent shall include a cost proposal for leak detection services. Cost proposals shall be submitted on a cost per mile basis.
- G. The proposal shall be signed by an authorized representative of the organization.



Required Response Information

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

1. General Requirements:

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

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

2. References for Similar Engagements:

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

3. Insurance:

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

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

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention for providing the description of proposed methods and equipment to be used to complete the leak detection study.

5. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall be conveyed only on a cost per mile basis. All costs shall be conveyed rounded to the nearest cent.

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



EVALUATION FACTORS

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

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

Point Value: 20

1. Response and General Information

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.
- Organization name, business address, and telephone number including a point of contact for additional information.
- Type of organization (individual, partnership or corporation) and year the organization was established.

Point Value: 20

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein.
- Proposer's should provide past experience, including but not limited to:
 - Services provided within the last three (3) years, including information about the frequency of the service.
 - References for whom the Proposer has provided the same or similar services.
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

*Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).*

Point Value: 25

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.
- Description of proposed methods and equipment to be used to complete the leak detection study.

Point Value: 20

4. Estimated Schedule

- The capacity and ability that the Proposer has to realistically meet the City's request for completion of the study.
- The City assumes approval of an agreement December 10, 2024, with an alternative date of January 14, 2025.

Point Value: 15

5. Price

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

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



TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-24-78
 - **Proposer's Information:** Name and address

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

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

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

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



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

8. All Proposals and other materials submitted shall become the property of the City.
9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The term of the awarded Contract is a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract at the December 10, 2024 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the



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Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

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

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

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

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

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

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

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

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



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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
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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**



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:	RFP-24-78	Solicitation Title:	Water System Leak Detection Services
RFI RESPONSE NUMBER	1	Date of Issuance:	November 8, 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.

Line Number	Submitted Question	City's Response
1	Can the utility provide a pipe inventory by size and materials? This would aid in pricing for the survey, especially for the larger diameter mains.	See separate attachment.
2	Has a leak detection program been conducted in the past, and if so, how long ago, and how often is the system surveyed?	This is the first system wide leak survey.
3	Has Bentonville done an AWWA Water Audit and if so, what is the current Infrastructure Leakage Index (ILI)?	The City has completed an AWWA Water Audit. The current Infrastructure Leakage Index (ILI) is 4.3.
4	Are meters located in meter boxes/pits at the property line, curbside, or are the meters inside buildings, residences and businesses?	Meters are located in meter boxes and meter pits at curbs, lot lines, and on the parcel they are serving. Meters are not located in buildings.
5	Can the number of mainline valves and hydrants be given along with the service line connection count?	The City of Bentonville System consists of 26,155 meters. Several of these are double sets, therefore we are unable to provide an accurate count of service lines.
6	Will the Utility be available to mark the approximate location and alignment of the buried water pipeline as needed? This could be required for correlation work or ground listening, particularly in cases where pipeline features are inaccessible for standard listening and assessment.	The City will provide shape files and access to the City's GIS. The Waterline location per the GIS is an accurate representation of the field location. City Locators can provide the location for water mains and service lines as needed, but requests should be limited.



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)

Line Number	Submitted Question	City's Response
7	Under the Scope of Work section, second paragraph, it states that "the findings should be presented in a detailed report... including estimated leakage rate – and a conclusion." Could the City clarify its expectations regarding the "conclusion" section in these reports?	The Conclusion shall include but not limited to: • Average leaks per mile • Total water loss in various measurements • Loss by leak type • Loss by pipe material • Number of leaks • Leaks and GPM by line type All data and analytical information are welcome.
8	We understand that a per-mile rate is requested. Would it be acceptable to propose separate per-mile rates for assessments on PVC and Metallic pipelines? If so, could the City provide an estimate of the total miles for PVC and Metallic pipes?	Two prices may be provided within the proposal but shall be combined with a total price per mile.
9	Would the City consider a one-week extension on the response deadline? We are collaborating with a leading provider of comprehensive water system evaluations, and the additional time would enable us to deliver a more technically detailed response, offering the City the best options currently available on the market.	The City is not considering a one week extension at this time.
10	Can the umbrella limit be combined with the underlying limits to satisfy the employer liability insurance requirements?	Yes

Pipe Inventory

Water Mains			System Valves	
Material	Diameter	Miles	Valves	6,299
PVC	1"	0.018		
PVC	2"	3.25		
PVC	3"	0.56		
PVC	4"	0.92		
PVC	6"	32.62		
PVC	8"	179.84		
PVC	10"	0.42		
PVC	12"	37.35		
PVC	16"	0.26		
PVC	18"	2.65		
PVC	24"	2.26		
PVC	Unknown	0.06		
PVC	Other	0.18		
Total		260.388		
Galvanized	2"	1.31		
Galvanized	3"	0.038		
Galvanized	12"	0.0019		
Total		1.3499		
Ductile Iron	2"	0.0026		
Ductile Iron	6"	0.00017		
Ductile Iron	8"	5.23		
Ductile Iron	10"	0.0048		
Ductile Iron	12"	10.65		
Ductile Iron	14"	0.17		
Ductile Iron	16"	0.84		
Ductile Iron	18"	2.35		
Ductile Iron	24"	4.17		
Ductile Iron	Unknown	0.0015		
Total		23.41907		
Cast Iron	2"	0.14		
Cast Iron	4"	2.62		
Cast Iron	6"	2.73		
Cast Iron	8"	1.55		
Cast Iron	12"	4.3		
Cast Iron	16"	1.68		
Cast Iron	24"	1.26		
Total		14.28		
Asbestos Cement	2"	0.0081		
Asbestos Cement	4"	0.57		
Asbestos Cement	6"	24.55		
Asbestos Cement	8"	6.04		
Asbestos Cement	12"	2.67		
Total		33.8381		
Unknown	1"	0.03		
Unknown	2"	1.51		
Unknown	3"	0.088		
Unknown	4"	0.51		
Unknown	6"	5.14		
Unknown	8"	8.87		
Unknown	10"	0.37		
Unknown	12"	1.99		
Unknown	16"	0.0035		
Unknown	24"	0.044		
Unknown	Unknown	0.68		
Total		19.2355		
All Water Mains				
Total		352.5106		



EXHIBIT C

IFB-24-78 EVALUATION RESULTS



RFP-24-78 Water System Leak Detection Services

INITIAL EVALUATION RESULTS

EVALUATION CRITERIA:

1. Response and General Information: • How complete, thorough and responsive the Proposer is to the Request for Proposal and documents. • Organization name, business address, and telephone number including a point of contact for additional information. • Type of organization (individual, partnership or corporation) and year the organization was established.	20 points
2. Qualifications: Experience, Competence and Capacity: • Proposer's experience, competence, and capacity for performance of the services. • The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. • Proposer's should provide past experience, including but not limited to: ○ Services provided within the last three (3) years, including information about the frequency of the service. ○ References for whom the Proposer has provided the same or similar services. • Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used. • Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information. <i>Proposers ARE REQUIRED to provide a list of similar jobs performed and contact information for each job (references).</i>	20 points
3. Method of Doing Work: • The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals. • Description of proposed methods and equipment to be used to complete the leak detection study.	25 points
4. Estimated Schedule • The capacity and ability that the Proposer has to realistically meet the City's request for completion of the study. • The City assumes approval of an agreement December 10, 2024, with an alternative date of January 14, 2025.	20 Points
5. Price • The Proposed Cost of Services, as described herein. • The Proposed Cost of Services must only be conveyed by COST PER MILE BASIS. Deviation from using this unit of measure (per mile) may be considered failure to be responsive and the Proposal may be rejected. <i>All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.</i>	15 Points



Submissions were evaluated by Selection Committee Members based on the Evaluation Criteria and points possible, with the highest number being the highest possible rating.

Rating Points
1. 1-20
2. 1-20
3. 1-25
4. 1-20
5. 1-15

Selection Committee Members:

1. Committee Member 1
2. Committee Member 2
3. Committee Member 3
4. Committee Member 4
5. Committee Member 5

Submitter's Name: Consulting Engineering, Inc.

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	17	16	20	18	13	84
Committee Member 2	15	16	20	18	12	81
Committee Member 3	18	18	18	18	14	86
Committee Member 4	16	15	20	16	11	78
Committee Member 5	14	15	14	15	10	68
Total Points (sum of points: criteria 1-5)						397



Submitter's Name: Utility Services Associates

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	15	13	17	16	14	75
Committee Member 2	15	15	18	18	14	80
Committee Member 3	15	12	18	18	14	77
Committee Member 4	15	14	15	13	12	69
Committee Member 5	12	10	8	14	11	55
Total Points (sum of points: criteria 1-5)						356

Submitter's Name: Freese and Nicols, Inc.

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	18	16	20	10	5	69
Committee Member 2	17	17	20	10	7	71
Committee Member 3	18	17	20	18	10	83
Committee Member 4	16	14	17	12	3	62
Committee Member 5	15	13	10	14	4	56
Total Points (sum of points: criteria 1-5)						341



Submitter's Name: M.E. Simpson Co., Inc

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	15	14	14	16	9	68
Committee Member 2	14	15	17	15	8	69
Committee Member 3	15	12	15	15	10	67
Committee Member 4	15	14	15	14	5	63
Committee Member 5	13	13	8	10	7	51
Total Points (sum of points: criteria 1-5)						318

Submitter's Name: Wachs Water Services

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	18	18	20	10	11	77
Committee Member 2	18	17	20	12	12	79
Committee Member 3	18	17	18	12	14	79
Committee Member 4	15	14	10	13	10	62
Committee Member 5	12	12	8	8	8	48
Total Points (sum of points: criteria 1-5)						345

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CONSULTING ENGINEERING, INC., IN AN AMOUNT OF ONE HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED DOLLARS (\$149,400.00); AMENDING THE 2025 BUDGET TO APPROPRIATE THE SAME INTO ACCOUNT #503020-43410, PROFESSIONAL SERVICES/OTHER; AND FOR OTHER PURPOSES.

WHEREAS, request to enter into a professional services agreement with Consulting Engineering, Inc. for leak detection services on the City's water distribution system;

WHEREAS, the City of Bentonville selected this firm following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with state law; and

WHEREAS, a budget adjustment is needed for this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Consulting Engineering, Inc., in an amount not to exceed one hundred forty-nine thousand four hundred dollars (\$149,400.00), for professional services associated with leak detection on the City's water distribution system;

Section 2: The 2025 Budget is adjusted to appropriate one hundred forty-nine thousand four hundred dollars (\$149,400.00) from Utility fund, into Account #503020-43410, Professional Services/Other, to fund said agreement;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Donald Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with Pure Technologies US, Inc. for Leak Detection Services
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Pure Technologies US, Inc. for leak detection services on the City's 48in Prestressed Concrete Cylinder Pipe (PPCP) water transmission main in the amount of \$159,680.85. Pure Technologies US, Inc. was selected following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with State law. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The project will employ advanced technology to conduct a thorough leak detection survey on the City's primary water transmission line without the need to take it out of service. This approach will enable the identification and potential quantification of water leaks on this line that are not visible on the surface. This is another critical step being taken to help reduce water loss and improve resource management.
Amount for Approval:	\$ 159,680.85

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

503020-43410	Professional Services/Other	\$ 159,680.85	\$
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):

This project will be funded by Utility Fund Reserves.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: RFP-24-94-48 Inch Transmission Main Leak Detection Services

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Pure Technologies US, Inc., hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Proposal Submission (attached hereto as **Exhibit A**) to the City's request for proposal-24-94-48 Inch Transmission Main Leak Detection Services (attached hereto as **Exhibit B**). The work shall consist of performing the comprehensive leak detection survey of approximately 13.79 miles of 48-inch Prestressed Concrete Cylinder Pipe (PPCP) transmission mains, with the findings summarized in a report based on the requirements set forth this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Water Utilities O/M 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 maximum term not to exceed five (5) 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. Service Timeline:

- 1. Initial Meeting Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
- 2.** Work shall begin within seven (7) days from Notice of Award.
- 3.** The contractor shall furnish the City with a weekly copy of leak reports for any possible leaks that are identified, as well as a final report within thirty (30) days from the end of the project.



CITY OF BENTONVILLE, ARKANSAS

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.

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 cost per mile basis, as defined herein, for actual work performed. Contractor agrees to only



CITY OF BENTONVILLE, ARKANSAS

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 Service: \$159,680.85 (one hundred fifty-nine thousand six hundred eighty dollars and eighty-five cents), including all taxes, delivery charges, and other items necessary to perform the work to 100% completion.

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 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-24-94.

a. The Contractor may choose to submit progress invoices (for actual work performed) or one invoice after 100% completion.

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



CITY OF BENTONVILLE, ARKANSAS

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 without first obtaining the written approval of the City. Subconsultant approved by the City must be fully licensed and insured to perform the work.

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



CITY OF BENTONVILLE, ARKANSAS

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



CITY OF BENTONVILLE, ARKANSAS

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 OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

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

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
(Signature)

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

Name (printed): _____

Title: _____

Pure Technologies US, Inc.

Address: _____

Date: _____



EXHIBIT A

CONTRACTOR'S PROPOSAL SUBMISSION TO RFP-24-94



48 INCH TRANSMISSION MAIN LEAK DETECTION SERVICES, REQUEST FOR PROPOSALS, (RFP)-24-94

REVISED (DECEMBER 20, 2024)

December 20, 2024



**City of Bentonville, Arkansas,
Purchasing Department,
Administrative Services Building – 1000
SW 14th St. Bentonville, Arkansas
72712**

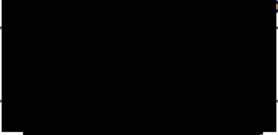


CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

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

EXECUTION OF PROPOSAL (REQUIRED)

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

NAME OF FIRM (Must match W-9): Pure Technologies US Inc.	PHONE NUMBER: 443-766-7873	EMAIL: bryon.boyd@xylem.com
BUSINESS STREET ADDRESS: 8920 State Route 108 Suite D	CITY: Columbia	STATE: MD ZIP: 21045
SIGNATURE OF AUTHORIZED PERSON: 	DATE: December 6, 2024	
PRINTED OR TYPED NAME: Bryon Boyd	TITLE: Regional Sales Manager	
ARKANSAS SALES OR USE TAX NUMBER (if applicable): 86-0853190		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____ Pure Technologies US Inc. _____

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

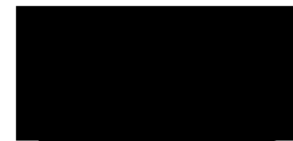
Immediate Relation includes:

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

OR

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

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



Initials

December 20, 2024

City of Bentonville, Arkansas,
Purchasing Department,
Administrative Services Building - 1000 SW 14th St.
Bentonville, Arkansas
72712

RE: 48 INCH Transmission Main Leak Detection Services, RFP 24-94

Pure Technologies Ltd., a Xylem Brand, is a recognized industry leader with decades of experience in the inspection, assessment, and management of pressurized water pipelines and are please to submit this response to the City of Bentonville to perform a comprehensive leak detection survey on approximately 13.79 miles of 48" transmission main.

We propose using our SmartBall® free-swimming inspection platform to complete this project. SmartBall inspects pipelines while they are in service, detects acoustic activity associated with leaks and trapped air pockets, and uses motion data to map the pipelines' true alignment. Features that make Pure Technologies' SmartBall platform the ideal solution for this project include:

- Reporting the location of leaks and air pockets within ± 6 feet of their actual location
- The ability to live track and locate the actual position of the SmartBall tool within the pipeline
- 24-hour preliminary analysis to identify and investigate medium and large leaks prior to demobilizing
- 15+ years of experience successfully inspecting over 9,968 miles and reporting over 4,549 leaks

At Pure Technologies, we are committed to providing peace of mind to our clients by showing them the true lifecycle of their pipeline infrastructure. We have assembled a seasoned team of professionals to fulfill the scope of this project. This team has extensive experience in leak detection on a wide variety of pipe material and sizes. In addition, we have the capacity, expertise, and knowledge of the required standards to safely deliver this project for the City of Bentonville.

Best regards,



Steve Purkiss
Business Development Manager
760-644-5392
Steve.Purkiss@Xylem.com

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Response and General Information

Response and General Information	
Organization Name	Pure Technologies US Inc.
Business Address	Columbia, Maryland 8920 State Route 108, Suite D Columbia, MD 21045 Dallas, Texas 2310 McDaniel Drive Carrollton, TX 75006
Telephone Number (Head Office)	443-766-7873
Point of Contact	Steve Purkiss Business Development Manager 760-644-5392 Steve.Purkiss@Xylem.com
Type of organization	Corporation
Year the organization was established	1997

Qualifications: Experience, Competence and Capacity

Established in 1997, Pure Technologies US Inc., a Xylem brand (Pure Technologies, Pure) is a recognized industry leader in the inspection, assessment, and management of pressurized pipelines. Pure has provided inspection, condition assessment, monitoring, and management solutions for owners and operators of critical infrastructure around the world. Our technologies provide clients with actionable data allowing them to proactively manage critical assets. This approach has significantly extended the useful life of assets resulting in capital improvement/replacement dollar savings, avoidance of high emergency repair costs, and improved public confidence and utility reputation. Our extensive patent portfolio, which includes over 80 patents or patents pending worldwide, is a testament to our innovation and commitment to excellence.

Having the largest inspection results database in the industry and analytical portfolio provides the actionable information and solutions utilities need to cost effectively focus resources with precision, by prolonging asset life, improving safety, and increasing reliability. That means the City of Bentonville (City) can focus their resources on the right place, at the right time, and eliminate budget waste, lost hours, and disruption.

Acoustic Leak Surveys

Our SmartBall® free-swimming inspection platform is the best solution for detecting pipeline leaks as it brings the leak detection sensor directly to the source of the leak, providing greater sensitivity and accuracy. Our inline leak detection works equally well in all pipe materials because the acoustic signal of the leak does not have to travel as far as external methods.



CTRL + CLICK TO FOLLOW
VIDEO LINK

Our non-destructive leak detection technologies can accurately locate even pinhole leaks and gas pockets, allowing for immediate repairs and reducing future failures.

SmartBall® Capabilities and Benefits

- Available for both water and wastewater pipelines
- Locates leaks and gas pockets within ± 6 feet of their actual location
- Typically inserted through a 4-inch or larger valve into an active line.
- Once deployed, the tool is propelled by the hydraulic flow and can navigate inline valves, 90-degree bends, tees, diameter changes, profile changes, and vertical risers.
- Tool is continuously tracked to determine the actual position of the tool inside the pipeline during an inspection using proprietary external tracking devices synchronized with the tool.
- (Water) Typically extracted by using an expandable retrieval net through a pressurized stack attached to a 4-inch full-bore flanged valve.
- (Wastewater) Typically extracted from the pipeline by installing a metal bar screen at a gravity transition manhole or other depressurized feature.

- 24-hour turnaround of preliminary analysis to identify and investigate medium and large leaks prior to demobilizing

SmartBall	North America	Globally
Total Inspection Distance	4,578 miles	9,968 miles
Total Leaks	1,317 leaks detected	4,549 leaks detected
Total Projects	1,250	2,286

Our Team (Competence)

Pure hires technicians with documented mechanical aptitudes and engineering backgrounds, primarily. Since most of our technology is proprietary, no one starts with us qualified to operate our equipment. There is an extensive training program consisting of online, shop, classroom, and field training that prepares technicians to operate our tools safely and to gather usable pipeline data on every deployment of our tools. There are also minimum quarterly and annual requirements to maintain certifications at a given level in each technology. There is well over 100 years of project experience concentrated in the team that develops and delivers our training program.

Each inspection platform that Pure offers has a dedicated field staff training and certification program. The certification programs follow the following structure:

1. Field Technician Assistant: Entry level technicians that only require field safety training and rudimentary training on the platform. Pure ensures that a minority of the team is at the assistant level, and these technicians receive additional supervision and are never given responsibility for critical field tasks.

2. Field Technician Level 1: Experienced technicians that have received training and participated in numerous and regular inspections with the platform to be certified.

3. Field Technician Level 2: Experienced technical leaders that have been certified to lead an inspection team for the platform in question. All inspections have at least one FT2 for the appropriate inspection platform assigned for each platform that is utilized.

4. Field Technician Level 3: The most experienced technicians that also have the capability to implement special applications of the platform that go beyond standard operating procedures. These technicians are usually not needed on site, but will be incorporated if, during project planning, a high risk is identified, or highly specialized equipment features are required.

5. Site/Field Manager: This role is designated at the beginning of the project as the on-site field liaison with the client and technician team(s), able to keep your staff informed and up to date on inspection activities. Depending on the project complexity, a dedicated Site Manager may be brought in to manage multiple teams or a Senior Field Technician may be assigned the role for simpler, single team inspections.

Management Approach

Quality assurance activities focus on the processes used to proactively manage quality and prevent quality failures throughout the project lifecycle. Quality assurance involves methods to ensure the project will satisfy the quality standards, and that the team will define and record quality reviews, test performance, and the client's acceptance. Quality assurance also helps uncover causes of unsatisfactory results and establish lessons learned to avoid similar issues in this and other projects.

Pure Technologies houses all its processes on Microsoft SharePoint, named "Process Central." Sections of the site include sales, delivery, supply chain, finance, human resources, and information technology. Process documents, process reviews and performance checks, point kaizens, non-conformance reports and root cause analyses are also documented and saved online.

Quality Assurance

Quality assurance activities are performed continually to verify that project management and project deliverables are of high quality and meet quality standards. Effective quality management involves more than just reviewing work once complete but integrating a quality verification process into the overall work plan; effective quality assurance is the result of a continuous process, not a single quality control check. Project deployment practices include the incorporation of various internal QA reviews into the project schedule. This approach ensures that the deliverables have been reviewed for completeness and correctness by internal reviewers before asking for comments.

Pure Technologies operates a comprehensive Continuous Improvement department that sets and tracks performance and efficiency goals on a monthly, quarterly, and yearly basis. Continuous Improvement works with project delivery stakeholders to guide, train, and provide feedback on non-conformance reporting, root cause analysis, and process improvements.

Data Validation and Verification

Pure Technologies' Infrastructure Solutions group, led by the Quality Officer, often leads a team of analysts, engineers, and the client through the findings of field validations, data verifications, and unexpected failures. Root causes of the failure, both in terms of the pipeline and the data analysis, are reported internally and externally to improve the data analysis and pipeline condition assessment process that is employed at Pure Technologies. The findings and refinements in the strategy are communicated across the industry as lessons learned and improvements.

Deliverable Review

Deliverable review procedures are documented and must be followed to ensure all deliverables are completed and delivered on time, within budget, and at the quality level expected by Pure Technologies and external stakeholders. After completion, all documents require, at minimum, readability and technical reviews. Major deliverables require a detailed review by specific staff prior to submission. Specific processes have been implemented based on the deliverable type.



FIGURE 1 - PURE TECHNOLOGIES DELIVERABLE REVIEW PROCESS

Document quality is controlled by three levels of review:

An **Editorial Review** is performed for all distributed documents, internal or external.

- This review focuses on readability, grammar, and formatting.

A **Technical Review** is performed by the appropriate Technical Product Lead, and focuses on technical correctness, data review, including pipe attributes, and any pertinent project history.

- A Technical Reviewer familiar with the goals and standards required by the client addresses any technical flaws or discrepancies in the document.

The **Client Expectations and Contractual Review** is performed for all documents with recommendations and all reports.

- If a report offers recommendations of any kind, they are reviewed for accuracy and feasibility by a qualified individual. This final document review focuses on meeting client expectations and contractual completeness.

Planning Documents and Installation Plans

A planning document is typically the first document generated during the execution of a project and requires at least an editorial and technical review. This document is typically sent to the client, as it pertains to the coordination of their resources.

Therefore, the document is required to conform to a level that is acceptable for distribution outside of Pure Technologies. Valuable input can be provided by reviewers regarding the scope of work, likelihood of success, and important aspects to include or exclude from the document. Along with providing a high-quality technical document, grammatical and formatting consistency will be expected.

Safety Documentation

All safety documentation is required to be completed during the planning phase of the project. The documentation includes the Planning Document as well as a Site Safety Plan. Following the Safety Manager's review, the Site Safety Plan should be submitted to the Project Manager to ensure that it is approved by all responsible parties.

Summary Letters and Memorandums

Following the completion of any inspection and assessment activities or engineering evaluation, Pure Technologies may provide the client with a summary letter or memorandum prior to development of the final report. The summary letter may provide the client guidance in calibration, validation, or preliminary repair actions.

These documents are normally time-sensitive, as clients may require the results in order to mitigate risk of pipeline failure with the continued operation of the asset. A summary document will follow a similar quality assurance review process to that of the planning document; however, prior to submittal, the summary letter must go through a Level 3 Review if recommendations are included.

Technology Reports

Whether Pure Technologies is delivering a single technology or a suite of services to a client, each technology delivers a report detailing the inspection results. These reports may be the sole and final deliverable or may expand on results detailed in a summary document. Technology reports may also be included as appendices in a larger condition assessment report.

Engineering Reports

Engineering reports are the highest-level deliverable provided by Pure Technologies. These reports (see Appendix B for a sample PCCP report) typically consist of multiple inspection technologies and engineering analyses, providing actionable information to the client, or they can be the product of a purely analytical service.

It is the Project Manager's responsibility to combine all relevant results into the engineering report and ensure that the pipeline condition assessment is performed based on all of the available information. The Project Manager must also ensure that the quality level meets or exceeds both Pure Technologies' and the client's standards.

Health and Safety

Accept only Zero

Accept only Zero is our Company Wide Environment, Safety, Health and Security Philosophy. It emphasizes our commitment to an incident-free workplace. Xylem values the importance of providing our employees with a safe and secure workplace, an environment of continuous improvement, and an education to empower them to identify and address hazards.

Safety management

Safety is a priority for Pure Technologies, a Xylem brand. Pure Technologies invest heavily in Safety training and certifications and empower it employees to make the right decisions when it comes to ensure a safe workplace, at office and in the field, and to use the Stop Work authority if a safe operation cannot be achieved.



Pure Technologies standard safety training and certifications for field staff include the following, as minimum requirements:

- Ontario Occupational Health and Safety Act and Regulations
- WHMIS
- Confined Space Entry and Permit
- Working at Heights / Fall Protection – CPO approved
- Using Personal Protective Equipment
- First Aid /CPR/AED – Level C Training – Red Cross
- Traffic control for managers / supervisors
- Hoisting and Rigging
- Excavation Safety and Awareness Training
- Working with Pressure training

For standard confined space entries into chambers, pure utilizes non-entry rescue method, using tripods or davit arms and self-retracting lines. Pure attendants and confined space supervisors are responsible to ensure compliance with Pure and OSHA standards and to fill the confined space entry permit. In accordance with O-Reg. 632/05 and Pure Technologies safety policies, all confined space entries are treated as permit-required entry.

Whenever non-entry rescue into confined spaces is not doable, Pure Technologies retain qualified contractors to be onsite to coordinate confined space, provide confined space rescue equipment and rope support, and perform onsite rescue if needed.

In addition, Pure Technologies has an extensive curriculum of online training through its VelocityEHS and XLC (Xylem Learning Centre) training platforms.

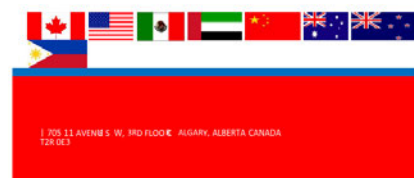
Pure Technologies holds its subcontractors to the same expectations and safety standards. It is the responsibility of the Project Manager, with the assistance of the Environmental, Health and Safety (EHS) manager, to ensure that only qualified contractors are retained. Pure Technologies is in the process of rolling out Avetta Contractor Management to evaluate and vet contractors, starting with onsite rescue providers (critical).

Expectations are set before the mobilization and during pre-inspection meetings with contractors, as well as through the master subcontractor agreement. The Field Supervisor ensures compliance during the field activities, with the Project Manager's support.

A detailed Site Safety Plan (SSP) will be developed for the condition assessment of the 900/750-mm raw water main (if needed Pure can provide a copy of our Environmental, Health and Safety Manual).



Health and Safety Manual



In general, the activities listed below are the common high-risk activities present in each and every condition assessment project. The specifics along with other conditions not listed below will be addressed in the SSP.

References

Reference #1: Central Arkansas Water (CAW)

Contact Name: Jim Ferguson, P.E. – Director of Engineering

Contact Number: (501) 377-1298

Contact Address: 221 East Capitol Avenue, Little Rock, AR 72203

Contact Email: jim.ferguson@carlw.com

Scope of Work: In March of 2024, CAW retained the services of Pure Technologies to perform a SmartBall inspection of the Lake Maumelle Water Supply Line consisting of roughly 7.5-mile 48/72-inch Prestressed Concrete Cylinder Pipeline (PCCP). Additionally, Temporary Transient Pressure Monitoring (TPM), Internal free-swimming PipeDiver for the condition assessment of the line, and a full Engineering evaluation/analysis were also performed.

Reference #2: City of Arlington, TX

Contact Name: Robert Stanley – Senior Engineer – Planning and Asset Management

Contact Number: (817) 459-6824

Contact Address: 101 W. Abram Street, Arlington, TX 76010

Contact Email: Robert.Stanley@arlingtontx.gov

Scope of Work: The City of Arlington, Texas, retained the services of Pure Technologies in March of 2023 to perform a condition assessment of the Bowen Road Water Transmission Main consisting of approximately 3.3 miles of 16-inch bar wrapped pipe (BWP). This included the use of the SmartBall acoustic leak and air pocket detection platform, the PipeDiver electromagnetic platform, transient pressure monitoring (TPM), and a structural design check, and finite element analyses (FEA).

Reference #3: City of McKinney, TX

Contact Name: Tahmidur Rahman – Civil Engineer II – Public Works

Contact Number: (972) 547-3487

Contact Address: 3501 N. Central Expressway, McKinney, TX 75071

Contact Email: trahman@mckinneytexas.org

Scope of Work: In May of 2024, the City of McKinney, Texas retained the services of Pure Technologies to perform a SmartBall leak and air pocket detection assessment on a roughly 1.5-miles 18/20-inch Ductile Iron (DIP) and Bar Wrapped Pipe (BWP) of the Gerrish Street Water Main.

Method of Doing Work

Inline leak detection is the best solution for detecting leaks in transmission mains as it brings the leak detection sensor directly to the source of the leak, providing greater sensitivity and accuracy, and covering long distances in a single deployment. The SmartBall inspection platform can be deployed in an active pipeline, avoiding the inconveniences associated with shutting off water flow for the duration of the inspection. Using the SmartBall inspection platform, Pure Technologies has located thousands of leaks saving millions of gallons of water.

Leak Detection and Mapping for Condition

Assessment. Buried infrastructure typically accounts for a majority of the asset value of most utilities. The SmartBall platform is a valuable addition to a proactive pipeline management program, helping pipeline owners better understand the condition and location of their buried assets. By detecting leaks and air pockets, SmartBall empowers utilities to address problem areas before they result in larger failures, reducing unplanned capital expenditures while increasing operational confidence.

Known Leak Resolution. Finding and resolving a known leak can be a challenge for any utility. Evidence of leaks can be misleading, making them difficult to locate and sometimes creating a public relations issue. Inline leak detection can confirm or deny the existence and locate a known leak with absolute confidence.

Real Water Losses. Identifying non-revenue water is becoming an urgent priority with water scarcity, regulation, and increasingly stringent targets calling for tighter control of water from source to tap. Proven technologies to reduce water loss can be critical tools for utilities. While there are many external methods of locating leaks in small diameter distribution systems, they are less reliable and inefficient on large diameter pipes. By detecting leaks and air pockets, the SmartBall platform empowers utilities to reduce water loss and address problem areas before they result in larger failures.

The Pure Technologies team and technical solution bring a host of benefits to bear on this project:

- Project planning site visit that includes GPS point collection
- Development of an in-depth project planning document
- All travel and shipping costs included in our proposed fee

Utilities around the world have relied on the SmartBall platform to inspect more than 9,968 miles of pipeline and detect over 4,549 leaks.

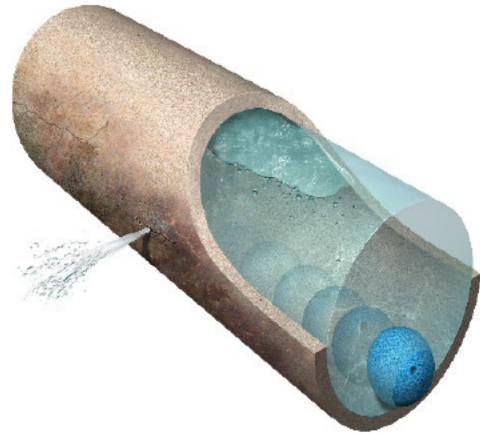


FIGURE 2: SMARTBALL FREE-SWIMMING INSPECTION PLATFORM FOR PIPELINE LEAK, AIR POCKET DETECTION AND MAPPING

- Confined space entry certified personnel equipped with safety equipment
- Use of current pipeline features where possible, such as existing 4-inch taps, reservoirs and hydrants
- Minimal onsite support requirement from the utility – typically limited to escorting tracking teams, opening manholes, and operating the pipeline
- Post-project support to ensure results and reports are clear and accurate to support excavation, if required.

The best way to proactively manage any pipeline is to better understand its health using proven condition assessment solutions combined with advanced analysis.

A comprehensive condition assessment of water pipelines involves deploying tools to accurately assess the health of the buried infrastructure along with advanced engineering analysis to provide a clearer understanding of risks that inform short- and long-term repair and replacement strategies.

SmartBall

The SmartBall inspection platform is a free-swimming, nondestructive inline inspection technology that detects acoustic activity associated with leaks and pockets of trapped air in pressurized pipelines. Optionally, SmartBall can map the pipeline using the motion data of the tool along with field-collected GPS data.

The SmartBall tool is typically inserted through a valve into an active line. Once deployed, the tool is propelled by the hydraulic flow and can navigate inline valves, 90-degree bends, tees, diameter changes, profile changes, and vertical risers. It is typically extracted by inserting an expandable retrieval net through a pressurized stack attached to a 4-inch full-bore flanged valve.

The SmartBall tool is continuously tracked during an inspection using proprietary tracking devices synchronized with the tool and tracking sensors installed along the pipeline prior to deployment.

The collected data is evaluated by experienced data analysts using proprietary software and methods to report the location of leaks and air pockets, as well as provide a qualitative estimate of leak magnitudes to help prioritize further investigation and repair activities. When mapping of the pipeline is included in the project scope, advanced location algorithms are used to evaluate motion data recorded by the SmartBall tool in combination with field-collected GPS data to determine the alignment of the pipeline.

An overview of the SmartBall platform inspection process is shown in **Figure 2**.

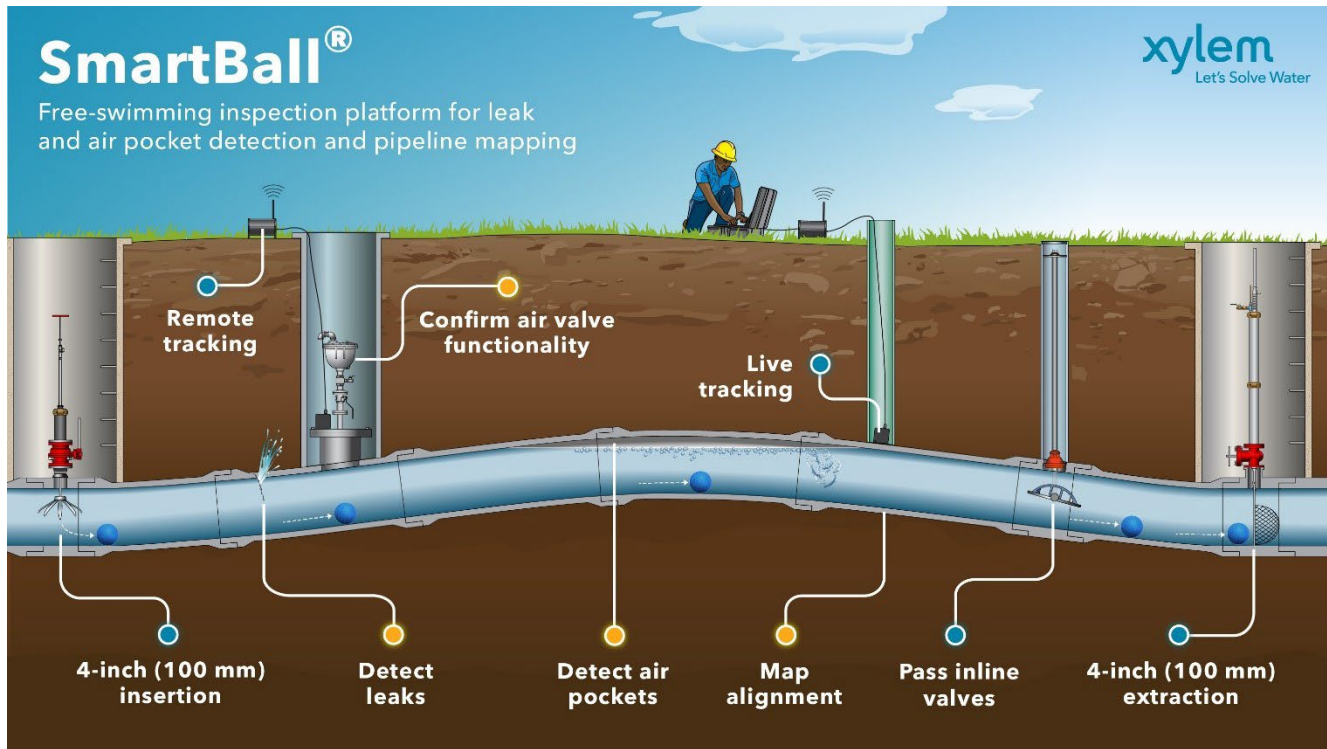


Figure 2. SmartBall Inspection Overview

Project Milestones and Deliverables

Planning and Mobilization

The planning process is an integral element of a successful project. It allows the team to identify features of the site or the pipe that could prevent a successful inspection. Actions can then be implemented to mitigate any potential risk.

Pure Technologies will meet with the City to perform a site visit to assess access to the pipeline and identify potential challenges and risks. As much information as possible on the pipeline will be requested during the planning process. It is our understanding that the City will facilitate all civil activity for pipeline access and tracking sensor installation, which may require modification to existing features, excavation, tapping, traffic control, scaffolding and other activities identified during the planning process necessary to access pipeline features determined to be critical to the inspection. Pure Technologies will make every effort to utilize existing pipeline features where feasible.

Activities undertaken as part of the planning and mobilization process include, but are not necessarily limited to the following:

- Project document review
- Project planning site visit and review
- Pre-inspection coordination/meetings

- Planning document development, including tracking plan and tracking sensor installation details
- Equipment and staffing logistics
- Tool preparation
- Pre-inspection activities required in advance of the scheduled inspection date

Based on the information gathered from the project planning site visit and all available documents, a detailed Project Planning Document (PPD) outlining the inspection plan, including insertion and extraction procedures and tracking sensor locations will be submitted prior to commencing the work. The PPD will be submitted to the City in electronic PDF format at least two weeks prior to the inspection, dependent on the receipt of project data, or as soon as possible in cases of urgent mobilization. The City should review and provide comments or approval of the PPD prior to mobilization. Any changes to the scope that arise in the planning process which impact the pricing in this proposal will be discussed with the City and mutually agreed upon before proceeding.

Planning and Mobilization Deliverables

Project Planning Document that outlines the inspection plan, including insertion and extraction procedures and tracking sensor locations.

Inspection

SmartBall tracking sensor installation will be completed the day prior to inspection and may take one to two days, depending on sensor locations and accessibility. It is expected that the City will aid with any sensor installations that require soft digs or pavement coring to access the pipeline and will provide appropriate traffic control during tracking installations, if required, as outlined in the PPD.

Leak locations are determined using data recorded by the sensors onboard the SmartBall tool as well as that recorded by the tracking devices. This data is also used to determine if a leak is occurring on a pipe joint, barrel, or pipeline feature. Leaks occurring on the barrel of a pipe may indicate the pipe has been structurally weakened and is in danger of failing. Experience has shown our analysis methods are accurate to within approximately ± 6 feet.

The inspection is expected to take one to two days to complete. Immediately preceding the deployment of the SmartBall tool, Pure Technologies personnel will measure the flow speed, flow direction, and pipeline operating pressure to verify the conditions in the pipeline. Several tracking teams will be assigned to monitor the tool's movement through the pipeline. If required, The City will provide traffic control during the inspection at each tracking sensor location. Coordination with operations staff will be required throughout the duration of the inspection, particularly for activities such as valve operation, pump management, etc. These activities will be outlined in the PPD. Upon completion of the inspection, data will be downloaded from the SmartBall tool and shared with the Pure Technologies analysis team.

Prior to demobilizing from the inspection, the Pure Technologies team will review data recorded by the SmartBall tool and investigate suspected medium and large leaks identified during the inspection. The results from this analysis will be communicated directly to the City through

email, phone, or in-person. To investigate, personnel will travel to the location of the suspected leak to look for obvious signs of leakage, listen with a ground microphone, investigate nearby pipeline features and manholes, and will record additional GPS points used to improve the final reported location of the leak that will be delivered in the draft report.

Further details on considerations related to the pipeline inspection such as pressure, flow requirements, or insertion/extraction requirements can be found in Appendix A, Inspection Considerations.

Optional Inspection Services

Flow Rate Verification. Onsite verification of flow rates under inspection conditions can be conducted during initial site visit. This can be an essential step in the planning process for complex pipeline networks that require numerous valves to be operated or for utilities needing additional assistance to verify that operating conditions in the pipeline are suitable for inline inspection.

Hydrant extraction. Pure Technologies can provide equipment to safely retrieve the SmartBall tool from pipelines utilizing existing fire hydrants when other access points are unavailable. The SmartBall tool can also be inserted into the pipeline using hydrants. This method of insertion is performed at no additional fee from Pure Technologies but may require the utility to provide pumping services.

Data Analysis

The Pure Technologies analysis team will analyze the data collected by the SmartBall platform to document details of acoustic events including acoustic intensity plots and tracking details. A dig sheet will be developed for each leak to aid in location and excavation. Dig sheets include an aerial view of the pipeline alignment and detail a leak location based on the distance from the leak to the nearest upstream and downstream pipeline features.

Data Analysis Deliverables

1. Immediate notification of suspected medium and large leaks, if needed
2. Draft Inspection Report including:
 - Project background and inspection details
 - Details of acoustic events including acoustic intensity plots and tracking details
 - A table of results identifying locations of acoustic events (e.g., leaks and/or air pockets)
 - Dig sheets to aid in locating and excavating reported leaks, including an aerial view of the pipeline alignment and detail of each leak location
3. Final Inspection Report incorporating comments from the City.

The City's Responsibilities

It is expected that the activities listed below will be completed by the City of Bentonville. Requirements will be determined in more detail during the inspection planning process.

- Provide information about the pipeline at least four weeks prior to the inspection date including, but not limited to, plan and profile drawings, lay sheets, shop drawings, manufacturing details, and details of access structures and appurtenances – if available.
- Obtain any required legal right-of-entry on the property.
- Provide support personnel during the inspection for locating the access structures, traffic control, valve operation, pump operation, and other support as necessary.
- Provide Pure Technologies with the typical flow velocities and pressures for pipeline operation, and the expected minimum and maximum values for each. If this data is unavailable, Pure Technologies would like the opportunity to verify flow velocities recommended prior to performing the inspection.
- Provide and maintain safe and reasonable access to all work sites throughout the inspection and obtain permits as required.
- Prepare and/or modify existing pipeline fittings and structures as indicated by Pure Technologies to accommodate insertion and extraction of the equipment as outlined in the Planning Document.
- Render confined areas safe for the services, including lockout tagout of pumps, valves and motors; dewatering chambers and vaults to permit movement of persons and equipment; and vector and rodent control as necessary.
- Provide scaffolding to support SmartBall insertion or extraction if needed.
- Excavate, dewater, shore up, and/or provide scaffolding of job area and other civil activity as necessary in compliance with Occupational Safety and Health Administration and local standards and regulations.
- Provide pumping services to allow for insertion of the SmartBall tool through a hydrant, if necessary.
- Operate the pipeline in a manner that will achieve the minimum required flow velocity indicated in the Planning Document throughout the inspection.

SmartBall Insertion Consideration

Pipeline Pressure

Inline leak detection technology is inherently more sensitive than external methods and correlators because it brings the acoustic sensor within one pipe diameter of the leak. Acoustic leak detection functions by detecting the acoustic signature generated by the sudden drop in pressure of water exiting the pipeline at the site of a leak. SmartBall technology requires a minimum pressure differential between internal and external pipeline conditions of 15 psi (1 bar) for acoustic leak detection. For pipelines in high water tables or river crossings, the resultant hydrostatic head acting against the exterior of the pipe wall must be taken into consideration.

During the SmartBall inspection, City staff will need to operate the system to maintain pipeline pressures as necessary to accommodate the needs of its customers. A review of the pipeline will be performed as part of the planning process to identify potential areas where the pressure may drop below the minimum required pressure differential for acoustic leak detection. Additional factors that affect acoustic leak detection include tunnels and encasements where the sudden drop in pressure that causes the acoustic signature generated by the leak may not occur at the site of the leak inside the pipeline, but rather at the point where the fluid exits the tunnel or encasement if the 'leak path' becomes pressurized between the pipe wall and the tunnel or encasement. Approximate pressure measurements may be requested prior to and/or during the inspection to ensure the pipeline is operating within expected conditions.

Insertion and Extraction Requirements

The SmartBall tool is typically inserted through a 4-inch (100mm) or larger full-bore flanged valve into an active pipeline. When using standard insertion equipment, the valve should have direct access to the pipeline with no bends in the connecting riser. The minimum internal diameter of valve opening and pipeline access must be no less than 3.75 inches (95.3mm). A minimum of 4 feet (1.3m) of overhead clearance is required above the flange of the insertion valve. Alternative methods for insertion include utilizing check valves in pump stations, areas where the pipeline transitions to gravity, or pumping the SmartBall through offset piping such as a hydrant or bypass.

If a hot tap is being performed to add an access point, the drill bit must be at least 3.75 inches (95.3mm) in diameter and centered within the newly installed valve. Note that a 4-inch valve on an access point installed with a drill bit smaller than 3.75 inches will not provide the clearance needed.

The SmartBall tool is typically extracted from the pipeline by installing a pressurized stack on a 4-inch (100mm) full bore flanged valve, or larger, with a minimum internal diameter no less than 3.75 inches (95.3mm). The valve should be on the crown of the pipe and be located on a flat section of pipeline with no vertical slopes or horizontal bends 30 feet (9m) upstream of the valve. A minimum of 16 feet (5m) of overhead clearance is required above the flange of the extraction valve. It is possible to core the roof of a vault above the valve with a 6-inch (150mm) or greater opening if the vault does not have enough overhead clearance. The extraction net utilizes a tracking sensor and a camera to confirm the SmartBall tool has been caught. Other

extraction methods, such as retrieval from a reservoir using a remotely operated vehicle, are possible and can be evaluated by the SmartBall technical experts for feasibility.

Tracking

Prior to the inspection, tracking sensors will be installed along the pipeline to track the position of the SmartBall tool. The tracking sensors function best when installed as close as possible to the water column in the pipeline and are attached to metal surfaces of pipeline appurtenances, such as air release valves, flanges, valves, or any other contact point on the pipeline. At these locations, Pure Technologies staff clean an area of the pipe approximately 3 inches by 3 inches (75mm by 75mm) and will adhere tracking sensors using a fast-drying epoxy. Computers synchronized with the SmartBall tool will be connected to the tracking sensors to calculate the location and velocity of the SmartBall tool as it approaches and passes the tracking location. Tracking teams will set up at tracking sensors before deploying the SmartBall tool and will 'leap-frog' to subsequent tracking locations as the SmartBall tool traverses the pipeline on its way to the extraction point. A tracking plan and details for installing tracking sensors will be included in the PPD submitted to the City prior to the inspection.

Flow Requirements

The SmartBall tool requires a fluid velocity of 0.5 feet per second (0.15 meters per second) to traverse flat sections of pipeline. The ideal fluid velocity for most pipelines is 2 to 4 feet per second (0.6 to 1.2 meters per second) for traversing slopes and allowing tracking teams to relocate to the next tracking location. The maximum fluid velocity before data quality is impacted is 6 feet per second (1.8 meters per second) for leak and air pocket inspection and 3 feet per second (0.9 meters per second) for SmartBall mapping. The SmartBall tool usually travels at approximately 70% of average fluid velocity. City staff will control the flow rate to confirm the requisite velocity during tool deployment as defined in the PPD. Pure Technologies will also evaluate pumping rates and cycle times to determine if supplemental water will be required to complete the inspection. It should be noted that air pocket and leak detection surveys should be performed as close to typical operating conditions as feasible.

Live Pipeline Inspection Risks

Despite meticulous planning and preparation, live pipeline inspection carries an inherent risk that cannot be avoided. There is a possibility that the inspection platform could encounter problems during the inspection run that could lead to loss of data, requiring a re-inspection or at worst the tool getting stuck in the pipeline due to unforeseen or unknown obstructions. The planning process is used to mitigate any potential risks.

Accuracy of Technology Proposed

Below we provide our technical operating specifications for SmartBall.

TABLE 1 - SMARTBALL OPERATING ENVIRONMENT

Pipe Materials	PCCP, RCP, AC, PVC, HDPE, Steel, Ductile Iron, Cast Iron, GRP, and other
Maximum Pressure	500 psi (34.5 bar), higher available upon request
Minimum Recommended Pressure Differential	15 psi (1 bar) <i>Consult with the SmartBall Technical Team for pipe diameters 72 inches (1800 mm) and larger</i>
Leak Sensitivity	Between 0.03 gallons/minute at 100 psi and 0.35 gallons/minute at 15 psi (Between 0.11 l/min at 6.9 bar and 1.32 l/min at 1 bar) <i>Pipeline pressure, leak volume, and leak shape affect acoustic leak detection capability</i>
Pipeline Diameters	12 inches (300 mm) and greater for unlined metallic water pipes 6 inches (150 mm) and greater for all other pipe material and wastewater pipes
Maximum Flow Velocity	6 feet/second (1.8 m/s) <i>Maximum when mapping is 3 feet/second (0.9 m/s)</i>
Minimum Flow Velocity	0.5 foot/second (0.15 m/s) in flat terrain <i>For vertical shafts, consult with the SmartBall Technical Team</i> <i>Mapping requires a consistent flow rate</i>
Maximum Deployment Time	24 hours
Maximum Fluid Temperature	158 °F (70 °C)
Maximum Degree of Bends from Insertion Point	Unlimited

Estimated Schedule

SmartBall Project Schedule

Pure Technologies understands that a clear schedule of the work is paramount to the City of Bentonville as there are many factors that weigh on a timely project. In all cases, Pure Technologies makes it a priority to accommodate the necessary needs of its customers and strive to meet expectations on the scheduling of field work and reporting.

The proposed schedule for the project is shown below and can be assumed for any and all future inspections going forward for the contract.

Leak Detection	
Task	Timing
Site visit	Within 30 days following Notice to Proceed (NTP)
Project Planning Document	2 weeks before inspection
Inspection	8-10 weeks following NTP
Leak investigation prior to demobilization	24 hours after completion of inspection
Draft Report	4 weeks after inspection
Leak and air pocket detection only	
Final Report	2 weeks after receipt of comments on Draft Report

Price

Following conversations with the City of Bentonville on December 19, 2024, the optional transient pressure monitoring (TPM) study was elected to be removed from the scope. In addition, for the SmartBall leak investigation, it was agreed to approach the inspection as a single mobilization as well remove the need to re-insert the tool as the line is continuous. The revised pricing for this is shown below.

PRICING FOR LEAK AND AIR POCKET INSPECTION					
Sections 1 & 2 Combined in Single Mobilization					
1	SmartBall Leak and Air Pocket Inspection ¹	Per Mile	\$12,571.49	13.79	\$173,360.85
2	Temporary Transient Pressure Monitoring	Lump Sum	-\$7,500.00	1	-\$7,500.00
3	SmartBall Re-insertion Fee for additional insertion on same or different pipeline	Lump Sum	-\$6,180.0	1	-\$6,180.00
Total					\$159,680.85

¹ - PRICING INCLUDES SITE VISIT, DETAILED PLANNING, FIELD WORK, AND COORDINATION, AND REPORTING

Notes and Assumptions

- Any modifications to the distance to be inspected within this scope, or for any additional inspections outside this scope, may result in an altered per-mile rate.
- A charge of \$5,150 will apply should the work be delayed by the City of Bentonville within two weeks prior to an agreed mobilization date. A project delayed into the next calendar year may incur a price increase in the amount of the local Consumer Price Index.
- A rescheduling charge of \$10,300 will apply should the work be cancelled by the City of Bentonville within two weeks prior to the agreed mobilization date and the crew/equipment resources are already in transit to the work site.
- A stand-by charge of \$10,815 per crew day will apply if the project is delayed for 24 hours or more by the City of Bentonville after mobilization.
- Pricing does not include custom equipment fabrication, traffic control, civil works, permitting, confined space rescue support, lighting for night inspections, or valve exercising. These tasks and their respective costs are the responsibility of the City of Bentonville unless otherwise agreed or is included in the project estimate above.
- Suitable access points for insertion and extraction of the inspection tool are the responsibility of the City of Bentonville.
- Additional services required for hydrant insertion, such as pumping are the responsibility of the City of Bentonville.
- Costs associated with scaffolding to support SmartBall insertion or extraction are not included in this proposal.

- Hydrant extraction pricing does not include additional services if necessary, such as dichlorination or water discharge permitting.

Xylem is excited to partner with the City of Bentonville on this project. We are committed to providing you with a successful proposal and we thank you for this opportunity.





EXHIBIT B

CITY OF BENTONVILLE SOLICITATION

RFP-24-94-48 Inch Transmission Main Leak

Detection Services



CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATE: November 17, 2024

NOTICE

48 Inch Transmission Main Leak Detection Services REQUEST FOR PROPOSALS (RFP)-24-94

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured organizations to perform a leak detection survey of the City's 48-inch water distribution system transmission main. The project will include a comprehensive leak detection survey of approximately 13.79 miles of 48-inch Prestressed Concrete Cylinder Pipe (PCCP) transmission mains, with the findings summarized in a report based on the requirements set forth in the request for proposals for the City of Bentonville Water Utilities Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

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

The **deadline for submission of a Proposal in response to this request is December 11, 2024 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

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

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is December 5, 2024 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Legal



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

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-24-94	Date of Issuance:	November 17, 2024
Brief Description:	48 Inch Transmission Main Leak Detection Services		
Agency:	The City of Bentonville, Arkansas: Water Utilities Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	December 11, 2024	Proposal Submission Deadline: (Time)	4:00 PM CST

Proposals must be received by the Purchasing Department prior to 4:00 PM CST on Wednesday, December 11, 2024. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	<u>Outer packaging</u> must be sealed and properly marked with the following information: • Proposal Number: RFP-24-94 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original and (1) One digital copy (USB Flash Drive, CD) of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Kelsi Frederick	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is December 5, 2024 at 4:30 PM CST



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

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

EXECUTION OF PROPOSAL (REQUIRED)

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

NAME OF FIRM (Must match W-9):	PHONE NUMBER:	EMAIL:
BUSINESS STREET ADDRESS:	CITY:	STATE: ZIP:
SIGNATURE OF AUTHORIZED PERSON:	DATE:	
PRINTED OR TYPED NAME:	TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



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

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SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured organizations to perform a leak detection survey of the City's 48-inch water distribution system transmission main. The project will include a comprehensive leak detection survey of approximately 13.79 miles of 48-inch Prestressed Concrete Cylinder Pipe (PCCP) transmission mains, with the findings summarized in a report based on the requirements set forth in the request for proposals for the City of Bentonville Water Utilities Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

B Advertisement Published, Requesting Proposals: November 17, 2024

B **Deadline to Submit Questions: December 5, 2024 (4:30 PM CST)**

B **Deadline to Submit Proposals: December 11, 2024 (4:00 PM CST)**

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

PROPOSALS CANNOT BE EMAILED.

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



SCOPE OF WORK

The City of Bentonville manages a water distribution system that supplies potable water to approximately 61,000 customers within its corporate limits and nearby areas, including four wholesale customers. The system comprises five water storage tanks, two booster stations, and around 368 miles of distribution mains, varying in size from 2 inches to 48 inches in diameter and made from various materials.

The City seeks a qualified contractor to perform a comprehensive leak detection survey on approximately 13.79 miles of 48" transmission main. The preferred technological method of obtaining the leak data is by utilizing the SmartBall free swimming platform by Pure Technologies. The transmission line may not be taken out of service therefore the technology must be deployed in a live line without service disruptions. The leak detection device must also be able to navigate inline butterfly valves. The findings of the survey should be presented in a detailed report that includes a summary of the project, a review of the survey, area survey sheets with documented observations, information on each individual leak—including location and estimated leakage rate—and a conclusion. GPS coordinates are required.

General Scope

The project shall be conducted in accordance with the following general scope of services:

- A. The contractor will review maps and GIS data of the 48" transmission main for familiarization of the pipe network and available appurtenances (valves, hydrants ARVs, etc.) to be used for access points.
- B. The contractor shall use internal inspection equipment to conduct a comprehensive leak detection survey of the live transmission line. Service interruption will not be permitted.
- C. Operation of valves and appurtenances will be performed by City of Bentonville personnel only.
- D. The contractor shall furnish the City with a final report within twenty (20) days from the end of the project. The final report will include:
 - a. Executive summary showing individually recorded time for correlating, surveying and other time spent on the project. The summary shall include footage covered, approximate water loss rate, types of leaks identified, and quantity of leaks encountered.
 - b. Survey review explaining the procedures and methods used during this study.
 - c. Leak reports with detailed drawing showing each leak location that is identified including a photograph of the location, address and/or cross street, GPS coordinates, type of leak, visual water, and an estimate of water loss quantity (gpm).
 - d. An electronic version in PDF format shall be provided.

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PURCHASING DEPARTMENT
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Proposal Content

The proposal should provide a straightforward, concise description of the organization's capabilities to deliver the products and services. The following is the requested format:

- A. Organization Name, Business Address, and Telephone Number including a point of contact for additional information.
- B. Type of organization (individual, partnership or corporation) and year the organization was established.
- C. Profile of the organization's experience, qualifications, and technical capabilities in providing requested products and services. Organizations should list contact references for representative services.
- D. Description of proposed methods and equipment to be used to complete the leak detection study.
- E. The organization's estimated schedule for completion of the study. The city assumes approval of an agreement January 14, 2025.
- F. Non-Binding Cost Proposal. The respondent shall include a cost proposal for leak and detection services. The proposal should include separate pricing for each of the two specified sections as follows:
 - a. Section 1 – Roughly 5.85 miles
 - b. Section 2 – Roughly 7.95 miles
- G. The proposal shall be signed by an authorized representative of the organization.

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Required Response Information

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

1. General Requirements:

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

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

2. References for Similar Engagements:

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

3. Insurance:

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

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

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention for providing the description of proposed methods and equipment to be used to complete the leak detection study.

5. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall be conveyed only on a cost per mile basis. All costs shall be conveyed rounded to the nearest cent.

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



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PURCHASING DEPARTMENT
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EVALUATION FACTORS

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

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

Point Value: 20

1. Response and General Information

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.
- Organization name, business address, and telephone number including a point of contact for additional information.
- Type of organization (individual, partnership or corporation) and year the organization was established.

Point Value: 20

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein.
- Proposer's should provide past experience, including but not limited to:
 - Services provided within the last three (3) years, including information about the frequency of the service.
 - References for whom the Proposer has provided the same or similar services.
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

*Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).*

Point Value: 25

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.
- Description of proposed methods and equipment to be used to complete the leak detection study.

Point Value: 20

4. Estimated Schedule

- The capacity and ability that the Proposer has to realistically meet the City's request for completion of the study.
- The City assumes approval of an agreement January 14, 2025.

Point Value: 15

5. Price

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

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



TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-24-94
 - **Proposer's Information:** Name and address

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

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

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

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



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PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
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8. All Proposals and other materials submitted shall become the property of the City.
9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The term of the awarded Contract is a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract at the January 14, 2025 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the



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Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

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

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

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

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

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

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

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

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



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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: _____

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

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

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-24-94	Solicitation Title:	48 Inch Transmission Main Leak Detection Services
RFI RESPONSE NUMBER	1	Date of Issuance:	November 22, 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.

Line Number	Submitted Question	City's Response
1	Would it be possible for the City to provide us with a map of the pipe?	Once the Proposer is awarded the RFP-24-94, they shall have access to the maps of the pipe to complete this project. The City believes there is enough information for proposers to submit based on the information given in the Response Packet.
2	What we need is the map and GIS Data as described on page 6 of the attached: General Scope The project shall be conducted in accordance with the following general scope of services: A. The contractor will review maps and GIS data of the 48" transmission main for familiarization of the pipe network and available appurtenances (valves, hydrants ARVs, etc.) to be used for access points. Please send this data or links to it.	See response to Question 1.



EXHIBIT C

IFB-24-94 EVALUATION RESULTS



RFP-24-94 48 Inch Transmission Main Leak Detection Services

INITIAL EVALUATION RESULTS

EVALUATION CRITERIA:

1. Response and General Information: • How complete, thorough and responsive the Proposer is to the Request for Proposal and documents. • Organization name, business address, and telephone number including a point of contact for additional information. • Type of organization (individual, partnership or corporation) and year the organization was established.	20 points
2. Qualifications: Experience, Competence and Capacity: • Proposer's experience, competence, and capacity for performance of the services. • The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. • Proposer's should provide past experience, including but not limited to: ○ Services provided within the last three (3) years, including information about the frequency of the service. ○ References for whom the Proposer has provided the same or similar services. • Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used. • Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information. <i>Proposers ARE REQUIRED to provide a list of similar jobs performed and contact information for each job (references).</i>	20 points
3. Method of Doing Work: • The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals. • Description of proposed methods and equipment to be used to complete the leak detection study.	25 points
4. Estimated Schedule • The capacity and ability that the Proposer has to realistically meet the City's request for completion of the study. • The City assumes approval of an agreement January 14, 2025.	20 Points
5. Price • The Proposed Cost of Services, as described herein. • The Proposed Cost of Services must only be conveyed by COST PER MILE BASIS. Deviation from using this unit of measure (per mile) may be considered failure to be responsive and the Proposal may be rejected. <i>All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.</i>	15 Points



Submissions were evaluated by Selection Committee Members based on the Evaluation Criteria and points possible, with the highest number being the highest possible rating.

Rating Points
1. 1-20
2. 1-20
3. 1-25
4. 1-20
5. 1-15

Selection Committee Members:

1. Committee Member 1
2. Committee Member 2
3. Committee Member 3
4. Committee Member 4
5. Committee Member 5

Submitter's Name: PICA Corp

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	9	10	10	5	11	45
Committee Member 2	10	10	19	5	10	54
Committee Member 3	8	8	15	8	8	47
Committee Member 4	9	8	8	9	10	44
Committee Member 5	10	8	4	4	5	31
Total Points (sum of points: criteria 1-5)						221



Submitter's Name: Pure Technologies Inc.

Selection Committee Member	Evaluation Criteria Scores					Total
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	17	18	22	15	10	82
Committee Member 2	18	18	22	18	10	86
Committee Member 3	15	15	23	15	12	80
Committee Member 4	15	15	14	16	11	71
Committee Member 5	10	15	15	12	8	60
Total Points (sum of points: criteria 1-5)						379

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH PURE TECHNOLOGIES US, INC., IN AN AMOUNT OF ONE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED EIGHTY DOLLARS AND EIGHTY-FIVE CENTS (\$159,680.85); AMENDING THE 2025 BUDGET TO APPROPRIATE THE SAME INTO ACCOUNT #503020-43410, PROFESSIONAL SERVICES/OTHER; AND FOR OTHER PURPOSES.

WHEREAS, request to enter into a professional services agreement with Pure Technologies US, Inc., for leak detection services on the City's (48in) forty-eight inch Prestressed Concrete Cylinder Pipe (PPCP) water transmission main;

WHEREAS, the City of Bentonville selected this firm following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with state law; and

WHEREAS, a budget adjustment is needed for this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Pure Technologies US, Inc., in an amount not to exceed one hundred fifty-nine thousand six hundred eighty dollars and eighty-five cents (\$159,680.85), for professional services associated with leak detection on the City's (48in) forty-eight inch Prestressed Concrete Cylinder Pipe (PPCP) water transmission main;

Section 2: The 2025 Budget is adjusted to appropriate one hundred fifty-nine thousand six hundred eighty dollars and eighty-five cents (\$159,680.85) from Utility fund, into Account #503020-43410, Professional Services/Other, to fund said agreement;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK