



BENTONVILLE CITY COUNCIL AGENDA

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, March 12, 2019 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: February 26, 2019**

AGENDA

1. Planning:
- 1a. **Lot Split: Lot 1 of Ratcliff Subdivision, Jeffrey and Denise Ratcliff Trustees, 607 NE 2nd Street, R-1, Single Family Residential.**

(Pages 5-8)

The Planning Commission voted 7-0, recommending approval.

A lot split of a previously unplatted tract of land, creating Lot 1 (+/- .5 acres) of Ratcliff Subdivision. The plat's primary purpose is to allow the homeowner to remodel the existing structures on site. The plat dedicates a 10-foot utility easement along NE 2nd Street.

- 1b. **Final Plat: Lots 31-33 of Mid-Cities Crossing Subdivision, PLJ Investments, LLC, 2802 SE Mid-Cities Drive, C-2, General Commercial.**

(Pages 9-13)

The Planning Commission voted 7-0, recommending approval.

The applicant submitted a final plat establishing Lots 31-33 of Mid-Cities Crossing Subdivision. The plat dedicates multiple shared access easements of varying widths and a varying width drainage easement. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved prior to final plat approval.

2. Public hearing and ordinance vacating a utility easement requested for 6101 SW Fair View Blvd, North Fork Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 14-18)**
3. A resolution setting a public hearing for March 26, 2019 for an Alley ROW Vacation between 704 and 706 NE A Street of Demings 2nd Addition. **(Pages 19-21)**
4. Staff recommends that the Mayor and City Council approve the reconciliation change order for NW 3rd Street Phase 3 Improvements. This Reconciliation Change Order reduces the overall contract by \$95,365.32 and adds 91 additional days to the project. **(Pages 22-27)**
5. Council approval of Mayor Orman's recommendation to appoint Jeananne Hawking to the City of Bentonville's Advertising & Promotion Commission. Ms. Hawking's term will expire on December 31, 2021. **(Pages 28-32)**
6. Fire Department Staff request City Council award bid to CASCO Industries for the purchase of bunker gear in 2019, with two additional one-year terms. **(Pages 33-39)**
7. Staff recommends City Council award IFB-19-11 to Summit Lawn & Landscape for the weekly finish mowing of city facilities in an amount not to exceed \$45,000.00. This is a 2019 budgeted item. This agreement may be extended up to 3 years upon mutual agreement of both parties. **(Pages 90-103)**
8. Approve ordinance amending pay plan to add the position of "Turf Maintenance Specialist", Grade 20, in the Parks Maintenance Department. This position will be staffed through the reclassification of one (1) Parks Maintenance Worker III, Grade 16, position. With the increased use of our existing parks facilities and the continual development of new parks spaces, the need for a trained, certified turf maintenance specialist has become critical. In the past we have had the opportunity to utilize a trained, certified employee in the Parks Maintenance Worker grade to fill this position. At the time we realized that this was just a fortunate circumstance. That employee has since left the Parks Maintenance department to take a bonafide turf maintenance position with considerably higher pay than we could offer. Over the past 3-4 months, we have been unable to find a replacement within the Parks Maintenance Worker pay grades - primarily due to the pay available being too low. Since this is a critical position for the Parks Maintenance department and we are coming into the "prime time" for turf maintenance, we need to be able to attract a candidate with these skills and credentials. There are NO additional budget adjustments needed to affect this change. Attracting and hiring an employee to fill this position would be significantly cheaper than trying to outsource the City's turf maintenance efforts. **(Pages 104-105)**
9. Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Arkansas United States Sports Speciality Association for the service of providing soccer officials for Parks and Recreation and waiving the requirement for competitive bidding. **(Pages 106-112)**

10. City Council approval of an ordinance waiving competitive bid and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc. **(Pages 113-119)**
11. Council approval of bid number IFB-19-05 in the amount of \$249,155.00 to All Service Electric for pedestrian crossing improvements on the Bentonville trails network. **(Pages 120-123)**
12. Wastewater staff requests City Council award bid number IFB-19-02 for a 2020 Tandem Axel Dump Truck for use at the City Compost Facility to MHC Kenworth/Volvo of Springdale, AR in the amount of \$71,750.00. The low bid was provided by Shipley Motor Equipment Company; however, they did not meet several material items listed in the specifications and their bid was rejected. The second low bid was provided by MHC Kenworth/Volvo. MHC Kenworth/Volvo did not meet all listed specifications either, but Wastewater and Purchasing staff performed a detailed bid review and determined the items included in the MHC Kenworth bid more closely match the needs of the City Compost Facility, specifically a 6-month earlier delivery date, reversing fan, and aluminum cab that the low bidder could not meet. Recommended second low bid is only \$564.00 higher than low bid received. Bid prices do include trade in for existing dump truck. Wastewater budgeted \$115,000.00 for 2019. Documentation is included. **(Pages 124-195)**
13. Request for a waiver of bid to allow for the purchase of vehicle repairs and maintenance needs from Superior Automotive Group of Fayetteville/Cadillac of Bentonville. The 2019 Budget total budget allotment for Property Services Vehicle Repairs and Maintenance is \$206,500.00 in total. This total amount includes the repair and maintenance needs of the entire fleet including specialty vehicles and tire purchases. The largest portion of this budgeted amount, \$139,000.00 is dedicated to ongoing fleet vehicle maintenance and general repairs and we are currently using Superior Cadillac for our maintenance and repair needs on our fleet that consists mostly of Chevrolet Tahoes. Located on Moberly Lane in Bentonville, Superior Cadillac, promotes safety and convenience, and also allows for quick turnarounds on vehicle maintenance and repair needs. Consolidating maintenance requirements such as oil changes, and having these services performed by a General Motors (GM) certified dealer, increases the reliability of our fleet and better protects the factory warranty. As a GM certified dealer, Superior Cadillac uses original equipment manufacturer (OEM) parts that maintain the performance and safety ratings of our police vehicles. We have currently expended approximately \$19,000.00 and a waiver of bid (\$50,000.00 in total) will be necessary to continue our vehicle operations until a formal competitive bidding process can be completed. **(Pages 196-198)**



City Council Agenda Items
For City Council Meeting of March 12, 2019
From the March 5, 2019 Planning Commission Meeting

Lot Split: Lot 1 of Ratcliff Subdivision, Jeffrey and Denise Ratcliff Trustees, 607 NE 2nd Street, R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

A lot split of a previously unplatted tract of land, creating Lot 1 (+/- .5 acres) of Ratcliff Subdivision. The plat's primary purpose is to allow the homeowner to remodel the existing structures on site. The plat dedicates a 10-foot utility easement along NE 2nd Street.

Final Plat: Lots 31-33 of Mid-Cities Crossing Subdivision, PLJ Investments, LLC, 2802 SE Mid-Cities Drive, C-2, General Commercial.

The Planning Commission voted 7-0, recommending approval.

The applicant submitted a final plat establishing Lots 31-33 of Mid-Cities Crossing Subdivision. The plat dedicates multiple shared access easements of varying widths and a varying width drainage easement. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved prior to final plat approval.

LOT SPLIT STAFF REPORT



Lot 1, Ratcliff Subdivision

607 NE 2nd Street

PC Date: 3/5/2019

Reviewer: Tyler Overstreet, Planner

Project Number	LS19-0004
Applicant / Current Owner	Jeffrey and Denise Ratcliff Trustees 607 NE 2 nd Street Bentonville, AR 72712
Site Area	+/- .51 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low-Density Residential

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is located northwest of the intersection of NE 2nd Street and NE E Street. The approximately .5 acre property is currently zoned R-1, Single-Family Residential.

Project Details

A lot split of a previously unplatted tract of land, creating Lot 1 (+/- .5 acres) of Ratcliff Subdivision. The plat's primary purpose is to allow the homeowner to remodel the existing structures on site.

The plat dedicates a 10-foot utility easement along NE 2nd Street.

Projected Traffic Impact

The proposed lot split does not have the potential to impact traffic in the area.

Waivers

One waiver requested:

- A Waiver from Article 1100, Section 1100.5.B, Right-of-way Dedication, of the Subdivision Code. The applicant requests a 27-foot right-of-way width along NE 2nd Street be accepted as opposed to the 35-foot required by ordinance.

Conclusion

This lot split does not meet the minimum requirements of the subdivision regulations due to the waiver request.

Standard Conditions of Approval

- Provide a digital copy of the plat.
- Address all technical review comments before requesting a building permit.

NOTES

- Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.





James Layout Services, LLC

PO Box 611 Farmington, Arkansas 72730

(479) 445-7731

jameslayoutservices@yahoo.com

*January 28, 2019
Planning Department
City of Bentonville
315 S.W. "A" St.
Bentonville, AR 72712*

***Re: 607 NE 2nd. St.
Bentonville, AR 72712
Waiver Request***

We are representing Mr. & Mrs. Ratcliff to waive the right-of-way dedication at 607 NE 2nd Street. The city has done all the improvements to NE 2nd St. including curb & gutter and sidewalks to the north side.

*Sincerely,
James Layout Services, LLC*

***Nick Rumancik
Field Operation Manager***

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF RATCLIFF
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS19-0004).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 1 of Ratcliff Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 5, 2019; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of Lot 1 of Ratcliff Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

FINAL PLAT STAFF REPORT



Lots 31-33 Mid-Cities Crossing Subdivision

2802 SE Mid-Cities Drive

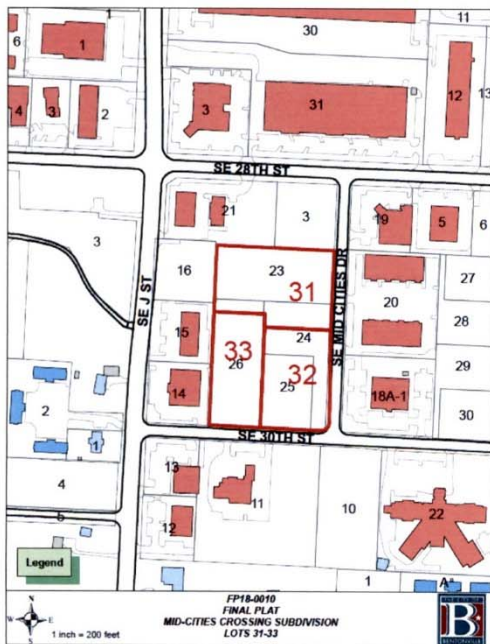
PC Date: 3/5/2019

Reviewer: Tyler Overstreet, Planner

Project Number	FP18-0010
Applicant / Current Owner	PLJ Investments, LLC PO Box 485 Bentonville, AR 72712
Site Area	± 5.55 acres
Current Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)
No. of Lots	3
Subdivision Name	Mid Cities Crossing Subdivision

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is located northwest of the intersection of SE Mid-Cities Drive and SE 30th Street. The approximately 5.5 acre tract of land is currently zoned C-2, General Commercial.

Project Details

The applicant submitted a final plat establishing Lots 31-33 of Mid-Cities Crossing Subdivision. The plat dedicates multiple shared access easements of varying widths and a varying width drainage easement.

All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved prior to final plat approval.

Waivers

No waivers requested.

Conclusion

In conclusion, this final plat does meet the minimum requirements of the subdivision regulations.

Standard Conditions of Approval

1. Provide a digital copy of the plat.
2. Address all technical review comments before requesting a building permit.



*Mid-Cities Crossing Subdivision
Lots 31, 32, & 33
Bentonville, Benton County, Arkansas*

GENERAL NOTES:

- [illegible]

CITY OF BENTONVILLE NOTES:

- Street lights, and signage contained on shall be responsibility of the Builder (Owner at the time of Building Permit issuance and in accordance with the City of Bernardsville design standards).
- Before any work in the street right-of-way commences, Contractor and/or Owner shall contact the City of Bernardsville Engineering and Transportation Department and notify and obtain approval of the intent and type of work that will take place within its right-of-way. Fees in the right-of-way may require a separate permit.
- Individual water and sewer services must be added at the time of development for each lot. The services will be added at the lot owner's expense.
- Owner/Developer shall coordinate with all local utilities to insure that each lot has water/sewer and electric.

DRAINAGE EASEMENT AND DETENTION FACILITIES

1. The Drainage Easement being dedicated with the land being conveyed to Lot 31, and the portion of lots 29, 30, and 31 for the common use and benefit of the owners of all Lots within the subdivision and for the benefit of the City of Bismarck. Detention and drainage facilities are to be constructed within the Drainage Easement which is necessary to meet City of Bismarck detention and drainage requirements.
2. Detention and drainage facilities situated within the Drainage Easement shall be in accordance with adopted standards of the City of Bismarck, and plans and specifications approved by the Department of Engineering of the City of Bismarck.
3. No fence, wall, building or other obstruction may be placed or maintained in the Drainage Easement, nor shall there be any other use or activity within the Drainage Easement that would impede the intended use of the Drainage Easement unless approved by the Department of Engineering of the City of Bismarck.
4. The Drainage Easement for Lot 31 shall be maintained for the owner of Lot 31, in accordance with the following:
 - A. Drainage Easement shall be kept free of obstruction and noise.
 - B. Concrete appurtenances and detention facilities shall be maintained in good working condition.
5. In the event the owner of Lot 31 should fail to properly maintain the Drainage Easement and owner facilities therein and the City of Bismarck should be required to perform maintenance and/or construct additional facilities, the owner of Lot 31 shall be responsible for the cost of such maintenance and/or construction. In the event the City of Bismarck should be required to perform maintenance and/or construct additional facilities for the detached drainage and detention functions, and the cost thereof shall be paid by the owner of Lot 31.
6. In the event the owner of Lot 31 fails to pay the cost of such maintenance after completion of the maintenance and receipt of a statement of costs, the City of Bismarck may, at its discretion, file a motion in court for the enforcement and thereafter the cost shall be a lien in that City of Bismarck against the owner of Lot 31. A lien motion may also be brought against the owner of Lot 31.

LEGAL DESCRIPTION - PARENT TRACT

Lots 23-26, Mid-Cities Crossing Subdivision, Bentonville, Benton County, Arkansas, as shown in Plat Record Book 2017 Page 231.

[illegible]

Owner/Developer
P L Investments LLC
Contact: Lewis Yarbrough
Phone: (879) 640-8284
PO Box 485
Rogers, AR 72757



MORRISON
SHIPLEY
PLANNERS • 64 SULLYWOOD

2467 NE Calloway Street • Portland, OR 97212 • 503.773.3200 • marinaashley.com

Certificate Of Preliminary Engineering Accuracy
I, Patrick R. Foy, hereby certify that this plan correctly represents a plan made under my direction and engineering requirements of the Bentonville Subdivision Regulations. Have been complied with.

Date Of Execution: _____

Signed _____
Registered Engineer

Certificate Of Approval:

Date Of Execution: _____

Signed _____
Bentonville Planning
Commission Chairman

Signed _____ Mayor City of Bentonville

Signed _____ City Clerk, City of Bentonville

I, Clayton D. Crofts, hereby certify this Plat Correctly Represents A Boundary Survey Made By Me And All Monuments Shown Hereon Actually Exist And Their Location, Size, Type, And Material Are Correctly Shown.

Date Of Exercising:

FOR REVIEW

FINAL PLAT
Mid-Cities Crossing Subdivision
Lots 23, 24, & 25
Creating Lots 31, 32, & 33
Bentonville Benton County, Arkansas

Project #: PLJ-02	Drawn By KES
City Project #: FPIB-0010	Checked By CDC
Date: 02.27.19	Sheet 1 of 2



February 25, 2019

Mr. John Easterling
Engineering Department
City of Bentonville
305 SW A Street
Bentonville, AR 72712

Re: Mid-Cities Subdivision Lots 31-33
City Project #FP18-0010
Site Certification

Dear John,

Based on our observation throughout the project, all drainage improvements have been completed and appear to be in substantial compliance with the approved construction plans and city specifications. Our as-built detention survey shows the detention basin has been constructed generally as proposed. ***Therefore, please accept this letter as certification that the drainage improvements associated with the above project is determined to be in substantial compliance with the approved construction plans and city specifications.***

If you have questions or need additional information, you may reach me at 273-2209.

Sincerely,
Morrison-Shipley Engineers, Inc.

Patrick Foy, P.E.
Project Manager

2407 SE COTTONWOOD ST STE 1
BENTONVILLE AR 72712
479 273 2209

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOTS 31-33 OF
MID-CITIES CROSSING SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: FP18-0010).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Lots 31-33 of Mid-Cities Crossing Subdivision, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 5, 2019; and,

WHEREAS, said final plat is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said final plat on the date stated, and at other times, and voted to recommend the approval of said final plat to the City Council; and,

WHEREAS, the final plat of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said final plat should be approved.

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

Section 1: That the final plat of Lots 31-33 of Mid-Cities Crossing Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said final plat by certifying said acceptance on the approved final plat.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 12, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for 6101 SW Fair View Blvd, North Fork Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

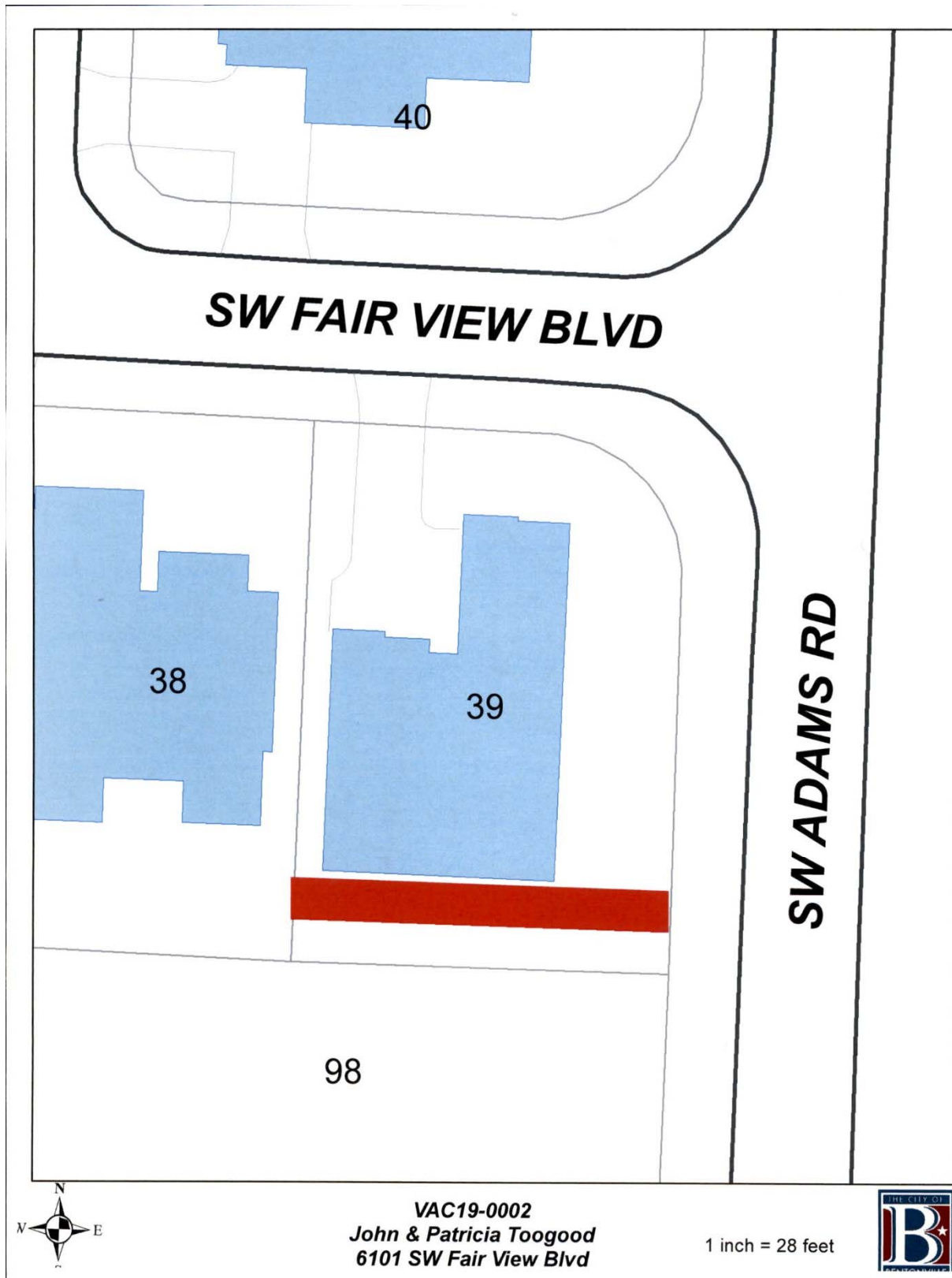
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 6101 SW FAIR VIEW BLVD OF NORTH FORK ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by John and Patricia Toogood with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

THE NORTH 10 FEET OF A 20 FEET UTILITY EASEMENT SQUARELY ALONG THE SOUTH SIDE OF LOT 39 IN NORTH FORK ADDITION AS SHOWN ON PLAT RECORD BOOK 2006 PAGE 124 AND FILED FOR RECORD AT THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bentonville, Arkansas:

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

THE NORTH 10 FEET OF A 20 FEET UTILITY EASEMENT SQUARELY ALONG THE SOUTH SIDE OF LOT 39 IN NORTH FORK ADDITION AS SHOWN ON PLAT RECORD BOOK 2006 PAGE 124 AND FILED FOR RECORD AT THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS

Section 2: A copy of this Ordinance and Exhibit A, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2019 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

**LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
Arkansas**

**STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas**



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 12, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

A resolution setting a public hearing for March 26, 2019 for a Alley ROW Vacation between 704 and 706 NE A Street of Demings 2nd Addition.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed by Ken Ewing with the City Council of Bentonville, Arkansas requesting Alley Right-of-Way Vacation within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A 20' ALLEY LOCATED BETWEEN LOT 9 BLOCK 24, LOT 10 BLOCK 24, LOT 25 BLOCK 24 AND LOT 27 BLOCK 24 IN DEMINGS 2ND ADDITION, BENTONVILLE, ARKANSAS.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing March 26, 2019 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2019 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
x	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 12, 2019

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Staff recommends that the Mayor and City Council approve the reconciliation change order for NW 3rd Street Phase 3 Improvements. This Reconciliation Change Order reduces the overall contract by \$95,365.32 and adds 91 additional days to the project.

COST TO CITY:

Cost of this Request: (\$95,365.32)

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 2,426,365.96
Funds Expended to Date	2,207,613.46
Remaining Budget	218,752.50
Budget Adjustment	(95,365.32)
Remaining After Adjustment	\$ 123,387.18

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council
From: Bryan Wick, Project Manager
Date: Wednesday, February 27th, 2019
Re: Reconciliation Change Order for NW 3rd Street Phase 3 Improvements

The NW 3rd Street Phase 3 Improvements project is now complete. A Reconciliation Change Order (RCO) is needed to adjust the quantities and days of the contract. Below is a basic overview of the RCO:

Original Contract Amount -	\$2,426,365.96
Reconciliation Change Order -	(\$95,365.32)
New Contract Amount -	\$2,331,000.64

Original Contract Time -	300 days
Reconciliation Change Order -	91 days
New Contract Time -	391 days

Staff recommends that the Mayor and City Council approve the reconciliation change order to finalize the NW 3rd Street Phase 3 Improvements project.

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My telephone number is (479) 696-0227 or I can be reached via email at bwick@bentonvillear.com



Construction Contract Change Order										
Project: NW 3rd Street, Phase III					Change Order No. 1					
Garver Job No. 14047210					Date Prepared: 02/21/19					
Owner: City of Bentonville 3200 SW Municipal Drive Bentonville, AR, 72712					Contractor: Crossland Heavy Contractors, Inc. 501 S. East Ave Columbus, KS, 66725					
Description of Work Included in Contract The project includes, but is not limited to, approximately 1,400 linear feet of two and three-lane roadway improvements of NW 3rd Street from widening and overlay to new alignments, including curb & gutter, sidewalk, trail, underground drainage, retaining walls and the replacement of the bridge over Coler Creek.										
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A. Reconciliation of all contract items- See attached documentation										
Attachments:										
Contract Changes	Bid Item No.	Bid Item Description	Original Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost	
A.	CO1.01	Reconciliation Change Order	0	LS	\$0.00	1	-\$95,365.32	\$0.00	(\$95,365.32)	
								\$0.00	\$0.00	
								\$0.00	\$0.00	
								\$0.00	\$0.00	
								\$0.00	\$0.00	
								\$0.00	\$0.00	
								\$0.00	\$0.00	
								\$0.00	\$0.00	
Summation of Cost								\$0.00	(\$95,365.32)	
Net Cost for this Change Order								(\$95,365.32)		
Estimated Project Cost					Time Change					
Original Contract Amount					Estimated Project Cost			Original Contract Start Date		
Previously Approved Changes					\$2,426,365.96			September 5, 2017		
This Change Order					\$0.00			Original Contract Time (calendar days)		
New Contract Amount					(\$95,365.32)			300		
					\$2,331,000.64			Additional Working Days granted by this Change Order		
								91		
								New Contract Time (calendar days)		
								391		
								New Estimated Construction Completion Date		
								October 1, 2018		
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS										
ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver					 Engineer's Signature			Project Manager Title		
								02/25/2019 Date		
ACCEPTED BY CONTRACTOR Cor					 Contractor's Signature			Project Manager Title		
								02/26/2019 Date		
APPROVED BY OWNER Owner's Signature					Title			Date		

RECONCILIATION

NW 3rd Street, Phase III

INVOICE NUMBER: 14

To: 10/01/18

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE	CURRENT CONTRACT QUANTITY	QUANTITY TO-DATE	AMOUNT TO-DATE	DEVIATION FROM CONTRACT (UNITS)	DEVIATION FROM CONTRACT (AMOUNT)	CONTRACT AMOUNT
1	Site Preparation	LS	57,850.00	1.00	1.00	57,850.00	0.00	0.00	57,850.00
2	Unclassified Excavation(Plan Quantity)	CY	12.25	1,550.00	1,550.00	18,987.50	0.00	0.00	18,987.50
3	Embankment Construction(Plan Quantity)	CY	19.00	500.00	500.00	9,500.00	0.00	0.00	9,500.00
4	Undercut Excavation	CY	31.00	1,500.00	28.00	868.00	(1,472.00)	(45,632.00)	46,500.00
5	Rock Excavation	CY	123.00	650.00	836.04	102,832.92	186.04	22,882.92	79,950.00
6	Trench and Excavation Safety System	LS	34,870.00	1.00	1.00	34,870.00	0.00	0.00	34,870.00
7	Maintenance of Traffic	LS	55,000.00	1.00	1.00	55,000.00	0.00	0.00	55,000.00
8	Aggregate Base for Roadway Maintenance	TN	21.50	20.00	40.00	860.00	20.00	430.00	430.00
9	Concrete Ditch Paving	SY	52.00	63.00	63.00	3,276.00	0.00	0.00	3,276.00
10	18" Reinforced Concrete Pipe, Class III	LF	51.00	502.00	502.00	25,602.00	0.00	0.00	25,602.00
11	24" Reinforced Concrete Pipe, Class III	LF	58.00	290.00	290.00	16,820.00	0.00	0.00	16,820.00
12	30" Reinforced Concrete Pipe, Class III	LF	67.00	57.00	57.00	3,819.00	0.00	0.00	3,819.00
13	48" Reinforced Concrete Pipe, Class III	LF	138.00	292.00	333.00	45,954.00	41.00	5,658.00	40,296.00
14	18" Reinforced Concrete Flared End Section	EA	770.00	3.00	3.00	2,310.00	0.00	0.00	2,310.00
15	24" Reinforced Concrete Flared End Section	EA	875.00	1.00	1.00	875.00	0.00	0.00	875.00
16	30" Reinforced Concrete Flared End Section	EA	1,150.00	3.00	3.00	3,450.00	0.00	0.00	3,450.00
17	48" Reinforced Concrete Flared End Section	EA	2,600.00	1.00	3.00	7,800.00	2.00	5,200.00	2,600.00
18	6'x4' Precast Reinforced Concrete Box Culvert	LF	398.00	48.00	48.00	19,104.00	0.00	0.00	19,104.00
19	4' Curb Inlet (Type MO)	EA	3,000.00	12.00	12.00	36,000.00	0.00	0.00	36,000.00
20	5' Curb Inlet (Type MO)	EA	4,000.00	2.00	2.00	8,000.00	0.00	0.00	8,000.00
21	5' Curb Inlet (Type C)	EA	4,500.00	1.00	1.00	4,500.00	0.00	0.00	4,500.00
22	6' Curb Inlet (Type C)	EA	5,400.00	1.00	1.00	5,400.00	0.00	0.00	5,400.00
23	4' Junction Box	EA	3,000.00	1.00	1.00	3,000.00	0.00	0.00	3,000.00
24	16'x7' Special Inlet	EA	14,450.00	1.00	1.00	14,450.00	0.00	0.00	14,450.00
25	4' Inlet Extension	EA	825.00	11.00	10.00	8,250.00	(1.00)	(825.00)	9,075.00
26	8' Inlet Extension	EA	1,600.00	3.00	5.00	8,000.00	2.00	3,200.00	4,800.00
27	12' Inlet Extension	EA	2,350.00	5.00	4.00	9,400.00	(1.00)	(2,350.00)	11,750.00
28	Deck Drain with Grate	EA	1,000.00	1.00	1.00	1,000.00	0.00	0.00	1,000.00
29	4" Non Metallic Conduit	LF	13.00	15.00	15.00	195.00	0.00	0.00	195.00
30	Concrete Pavement Repair	SY	45.00	21.00	12.63	568.35	(8.37)	(376.65)	945.00
31	Barbed Wire Fence (Type D-1)	LF	7.50	98.00	0.00	0.00	(98.00)	(735.00)	735.00
32	Seeding	ACRE	2,850.00	1.00	2.00	5,700.00	1.00	2,850.00	2,850.00
33	Temporary Erosion Control	LS	15,000.00	1.00	1.00	15,000.00	0.00	0.00	15,000.00
34	Sodding	SY	4.30	2,700.00	0.00	0.00	(2,700.00)	(11,610.00)	11,610.00
35	4" Thick Sidewalk	SY	42.00	726.00	1,035.00	43,470.00	309.00	12,978.00	30,492.00
36	4" Thick Sidewalk with Thickened Edge	SY	45.00	576.00	576.00	25,920.00	0.00	0.00	25,920.00
37	Retaining Wall Integral with 6" Thick Sidewalk	LF	203.00	160.00	210.00	42,630.00	50.00	10,150.00	32,480.00
38	Retaining Wall with 6" Thick Trail	LF	694.00	51.00	51.00	35,394.00	0.00	0.00	35,394.00
39	Concrete Curb and Gutter	LF	19.50	2,307.00	2,307.00	44,986.50	0.00	0.00	44,986.50
40	Roadway Construction Control	LS	7,550.00	1.00	1.00	7,550.00	0.00	0.00	7,550.00
41	Mailbox Relocation	EA	285.00	3.00	3.00	855.00	0.00	0.00	855.00
42	Cold Milling Asphalt Pavement	SY	10.00	325.00	914.70	9,147.00	589.70	5,897.00	3,250.00

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE	CURRENT CONTRACT QUANTITY	QUANTITY TO-DATE	AMOUNT TO-DATE	DEVIATION FROM CONTRACT (UNITS)	DEVIATION FROM CONTRACT (AMOUNT)	CONTRACT AMOUNT
43	6" Aggregate Base Course (Class 7)	SY	12.00	3,030.00	3,030.00	36,360.00	0.00	0.00	36,360.00
44	ACHM Surface Course (PG-70- TN 22)		101.00	403.00	506.12	51,118.12	103.12	10,415.12	40,703.00
45	ACHM Binder Course (PG 64- 22)	TN	84.50	498.00	500.17	42,264.37	2.17	183.37	42,081.00
46	ACHM Leveling Course (PG 64-22)	TN	104.00	175.00	149.17	15,513.68	(25.83)	(2,686.32)	18,200.00
47	Concrete Driveway	SY	64.00	48.00	48.00	3,072.00	0.00	0.00	3,072.00
48	Concrete Apron	SY	62.00	113.00	65.00	4,030.00	(48.00)	(2,976.00)	7,006.00
49	Asphalt Driveway	SY	46.00	96.00	96.00	4,416.00	0.00	0.00	4,416.00
50	Gravel Driveway	SY	17.00	116.00	0.00	0.00	(116.00)	(1,972.00)	1,972.00
51	Riprap	SY	49.00	430.00	430.00	21,070.00	0.00	0.00	21,070.00
52	Thermoplastic Pavement Marking- 4" Yellow	LF	1.80	3,100.00	3,100.00	5,580.00	0.00	0.00	5,580.00
53	Thermoplastic Pavement Marking- 4" White	LF	1.80	70.00	70.00	126.00	0.00	0.00	126.00
54	Thermoplastic Pavement Marking (Shared Lane)	EA	365.00	12.00	12.00	4,380.00	0.00	0.00	4,380.00
55	Thermoplastic Pavement Marking (Arrows)	EA	340.00	1.00	1.00	340.00	0.00	0.00	340.00
56	Bicycle Sign	EA	450.00	2.00	2.00	900.00	0.00	0.00	900.00
57	Share the Road Sign	EA	110.00	2.00	2.00	220.00	0.00	0.00	220.00
58	Bridge Ices Before Road Sign	EA	450.00	2.00	2.00	900.00	0.00	0.00	900.00
59	Speed Limit Sign	EA	400.00	2.00	2.00	800.00	0.00	0.00	800.00
60	Bridge Construction	LS	390,000.00	1.00	1.00	390,000.00	0.00	0.00	390,000.00
61	Bridge Foundations	LS	115,000.00	1.00	1.00	115,000.00	0.00	0.00	115,000.00
62	Metal Handrail (Type H2)	LF	420.00	553.00	553.00	232,260.00	0.00	0.00	232,260.00
63	Gravity Block Retaining Walls	SF	53.50	9,910.00	9,910.00	530,185.00	0.00	0.00	530,185.00
64	Contingency	LS	100,000.00	1.00	0.12	11,907.00	(0.88)	(88,093.00)	100,000.00
65	Water and Sewer Acceptance Testing and Materials	LS	1,000.00	1.00	1.00	1,000.00	0.00	0.00	1,000.00
66	Water and Sewer Trench Excavation Safety System	LS	1,000.00	1.00	1.00	1,000.00	0.00	0.00	1,000.00
67	Water and Sewer Dewatering	LS	750.00	1.00	1.00	750.00	0.00	0.00	750.00
68	Water and Sewer Rock Excavation	CY	145.00	300.00	235.00	34,075.00	(65.00)	(9,425.00)	43,500.00
69	12"x12" Tapping Sleeve and Valve (Tap to be Performed by Owner)	EA	4,000.00	2.00	2.00	8,000.00	0.00	0.00	8,000.00
70	12" Ductile Iron Water Line	LF	72.00	157.00	147.00	10,584.00	(10.00)	(720.00)	11,304.00
71	Ductile Iron Fittings for Water Line	LBS	9.00	600.00	600.00	5,400.00	0.00	0.00	5,400.00
72	Water Service Line	LF	12.50	200.00	50.00	625.00	(150.00)	(1,875.00)	2,500.00
73	New Water Meter Setting	EA	800.00	4.00	3.00	2,400.00	(1.00)	(800.00)	3,200.00
74	Flowable Fill for 12" Abandoned Water Line	LF	12.50	104.00	104.00	1,300.00	0.00	0.00	1,300.00
75	20" Steel Encasement for Water Line by Open Cut	LF	95.00	38.00	38.00	3,610.00	0.00	0.00	3,610.00
76	42" Steel Encasement for Gravity Sewer by Open Cut	LF	295.00	55.00	55.00	16,225.00	0.00	0.00	16,225.00
77	24" PVC Gravity Sewer	LF	150.00	126.00	132.76	19,914.00	6.76	1,014.00	18,900.00
78	8' ID Sanitary Sewer Manhole, 0' to 6' Depth	EA	5,300.00	2.00	2.00	10,600.00	0.00	0.00	10,600.00
79	8' ID Sanitary Sewer Manhole Additional Depth. Over 6'	VF	160.00	15.13	10.27	1,643.20	(4.86)	(777.60)	2,420.80
80	6" ID Sanitary Sewer Manhole, 0' to 6' Depth	EA	3,750.00	2.00	1.00	3,750.00	(1.00)	(3,750.00)	7,500.00

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE	CURRENT CONTRACT QUANTITY	QUANTITY TO-DATE	AMOUNT TO-DATE	DEVIATION FROM CONTRACT (UNITS)	CONTRACT (AMOUNT)	CONTRACT AMOUNT
81	6' ID Sanitary Sewer Manhole Additional Depth, Over 6'	VF	122.00	17.28	4.00	488.00	(13.28)	(1,620.16)	2,108.16
TOTALS						2,331,000.64			2,426,365.96
						Difference from Contract:		(95,365.32)	

RECEIVED MAR 01 2019



March 1, 2019

Mayor Stephanie Orman
City of Bentonville
117 West Central
Bentonville, Arkansas 72712

Dear Mayor:

On February 28th, 2019, the Bentonville Advertising & Promotion Commission voted to submit to the City Council for their approval:

Jeananne Hawking as a hotel representative on the commission.

The term for this seat is March 1, 2019, through December 31, 2021.

For your convenience, we are enclosing a copy of his application and Commission terms summary.

Please let me know, if you have any questions.

Sincerely,



Kalene Griffith
President

Attachments

- *Commissioner Terms and Qualifications*
- *A&P Terms*
- *Commissioner Application*
- *New Commissioner Letter*

104 E. Central Ave. · Bentonville, Arkansas 72712 · (479) 271-9153

THE ADVERTISING AND PROMOTION COMMISSION

Who are the Commissioners?

The commission consists of seven commissioners: two city Council representatives (appointed by the Mayor), two lodging facility owners or managers, two restaurant owners or managers, one at large position (voted on by current commissioners). The initial terms of the Commissioners were staggered 1, 2, 3, and 4 year terms, with reappointment of terms of four years.

How are Commissioners Elected?

In the fall of each year the president will solicit applications for any Commissioner position which expires at the end of the year. Tax collecting commissioner positions will be advertised to eligible individuals via email to all restaurant, hotel, motel, meeting locations and bed and breakfast that collect the tax. The At Large position will be advertised to the public through local newspapers and the Visit Bentonville website.

Qualifications:

- Must be a resident of Bentonville
- Tax Collecting positions must be owner or manager of business collecting taxes
- Must submit a short biography listing work history, qualifications, and any tourism related experience
- Must be available for an interview for the commissioners
- Must be available for the monthly meetings the fourth Thursday of the month at 4pm

Applications will be presented to the current commissions and open interviews will be held at a commission meeting. Commissioners will make a recommendation to the Mayor after the interviews. City Council approval of the appointment is required.

How is the Commission Organized?

- The members shall elect a chair, vice chair and secretary/treasurer annually in June.
- The Chair shall preside at the meetings and shall follow Roberts Rules of Order.
- Four members of the seven constitute a quorum.
- In case the chair is absent, the vice chair shall assume the duties as chair.
- The Chair, Vice-Chair and Secretary/Treasurer will have the authority to sign checks and certificates of deposit. (Approval has been made that President can be one of the two signatures required for checks)
- The Secretary/Treasurer shall review all financial reports prior to the meeting, request clarification as necessary from the President and be prepared to discuss the reports at the meeting.
- In case the Chair and Vice Chair are absent, the Secretary/Treasurer shall assume the duties of the Chair.
- If all elected officers are absent and a quorum is present, those members shall elect among themselves a chair and proceed with meeting.

What is the role of the Commissioners?

- Provide advise and consent with respect to the overall commission policies and goals, while not interacting in the day to day activities of the staff
- Approve the annual budget and monitor the commission's finances
- Provide broad direction and general oversight of the President for the commission operations
- Monitor the performance of the President
- Represent the Commission's interest among the external audiences and serve as an advocate for tourism and destination marketing issues yet speaking as a single voice. No commissioner should publicly express individual views on A&P topics that are not consistent with the will of the commission.



March 7, 2019

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Jeananne Hawking to Bentonville's Advertising and Promotion Commission.

I recommend Jeananne Hawking for appointment to Bentonville's Advertising and Promotion Commission. Ms. Hawking's term expires on December 31, 2021.

So

Stephanie Orman

VISIT Bentonville

A NEW AMERICAN TOWN

BENTONVILLE ADVERTISING & PROMOTION COMMISSION

COMMISSIONER APPLICATION

NAME: Jeananne Hawking DATE: 2-01-19
RESIDENCE ADDRESS: [REDACTED] Bentonville 72712
MAILING ADDRESS: same
(if different)
EMAIL ADDRESS: [REDACTED]
PHONE NUMBERS: [REDACTED] (home) [REDACTED] (work) [REDACTED] (cell)

Name of Bentonville Advertising & Promotion tax collecting entity or tourism business with which you are associated:

Hilton Garden Inn Bentonville

What are your qualifications for serving on this commission? Include education and expertise in the tourism industry.

- Bachelor's Degree from Ark. Tech Journalism/Public Relations w/ hospitality courses
 - 32 years in the hospitality industry (Central Ark)
 - Past President of Central Arkansas Chapter of the Ar Hospitality Association
 - Past Board member sales & Marketing Assoc. International
 - General Manager certifications for Choice Hotels, IHG Hotels
 - Sales certifications - IHG Hotels, Choice Hotels, Hilton Hotels
 - ASAE member and past board member Le chamber of Commerce Ambassador - 16 years
- Why would you like to be considered for a position on the Bentonville Advertising & Promotion Commission?
- We moved to Bentonville in May 2018. I would like to get more involved in my community - (especially in tourism). I want to be more involved with my fellow hotels, attractions & restaurants in promoting everything we have to offer here in Bentonville.

I am an owner or manager of a Bentonville Advertising & Promotion tax collecting entity or a business in the tourism industry and meet all requirements for serving on this commission.

Please return the completed form by February 12, 2019

Email: julie@visitbentonville.com

Mail: Bentonville A&P Commission 104 East Central Avenue Bentonville, AR 72712

Bentonsville Advertising Promotion Commissioner Terms

All Terms began December, 1998		Subsequent terms - 4 years																	
		1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981
		Name	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years	11 years	12 years	13 years	14 years	15 years	16 years	17 years
1. Rest.	Rest.	Ske McHardy	Quit 3/98																
Rest.	Rest.	Lee Schmidt	Quit 2/99																
Rest.	Rest.	Mark Grant	Nov-99																
Rest.	Rest.	Terr Niccum	Nov-04																
Rest.	Rest.	Paul Nelson	Nov-05																
Rest.	Rest.	Danid Hutchens	Dec-12																
Rest.	Rest.	Jeff Genova	Jan-09																
Rest.	Rest.	Rob Apple	Jan-13																
Rest.	Rest.	Mark Hurford	Jan-17																
2. Hotel	Hotel	Erik Nikolsen	Quit 5/96																
Hotel	Hotel	Grady Spain	May-97																
Hotel	Hotel	Steve Wright	Aug-07																
Hotel	Hotel	Kim Esten	Jan-16																
Hotel	Hotel	Tom Lusk	Apr-10																
Hotel	Hotel	Amelia Webb	May-11																
Hotel	Hotel	Matt McClure	Jan-17																
3. Hotel	Hotel	Dorothy Murrell	Quit 5/96																
Hotel	Hotel	Keith Dowell	Oct-96																
Hotel	Hotel	David Trapp	Dec-99																
Rest.	Rest.	Jesse Pierce	Jan-05																
Hotel	Hotel	Richard Weaver	Nov-05																
Hotel	Hotel	Chris Clifton	Jan-06																
Rest.	Rest.	Richard Smith	May-06																
Rest.	Rest.	Todd Darouse	Sep-09																
Rest.	Rest.	Luke Wetzel	19-Jan-22																
4. Rest.	Rest.	Danny Petty																	
Rest.	Rest.	A. Nanson																	
Rest.	Rest.	Vernon Patton	Jan-98																
Rest.	Rest.	Sherry Merdeshall	Dec-98																
Hotel	Hotel	Tammy McChesley	Oct-07																
Hotel	Hotel	Jessie Moll	Sep-05																
Hotel	Hotel	Alisa Hobbs	Jan-09																
Hotel	Hotel	Nancy Morgan	Nov-10																
Hotel	Hotel	Brynn Rose	Dec-12																
Hotel	Hotel	John McQuay	Jan-15																
Hotel	Hotel	Jordan Glaser	Jan-16																
Hotel	Hotel	Jeanne Hawking	Jan-18																
OPEN	OPEN																		
5. At-Large	At-Large	Elvis Moody	Quit 2/98																
		Tom McCoy	Mar-99																
		Joe Chappelle	Mar-04																
		Gary Compton	Mar-04																
		Galen Havner	May-11																
		Lee Culpepper	Jan-16																
City Council Representatives**	City Council Representatives**																		
6	6	Antia Zentler	Jan-96																
		Danny Brewer	Sep-02																
		Mary Baggett	Aug-07																
		Rod Sanders	Sep-07																
		Brad Crain	Dec-08																
		James Dotson	Nov-09																
		Mary Baggett	Jan-13																
		James Strain	Jan-15																
		Chad Goss	Aug-17																
7	7	Wayne Coffelt																	
		Jim Blackwell																	
		Dean Scullaw	Quit 12/98																
		Bryan Bennett	Nov-00																
		Chris Sootar	Jan-04																

No term limits on City Council members - appointed by Mayor

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CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 12, 2019

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff request City Council award bid to CASCO Industries for the purchase of bunker gear in 2019, with two additional one-year terms.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	330,000
Funds Expended to Date		
Remaining Budget		330,000
Budget Adjustment		-
Remaining After Adjustment	\$	330,000

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Jake Harper, Finance Director, Gladys Shoemake, Purchasing Manager
Date: March 12, 2019
Re: Bid Award for Personal Protective Equipment (Bunker Gear)

Fire Department is requesting City Council award bid to CASCO Industries for the purchase of Bunker Gear in 2019, with option to renew for two additional one-year terms.

The Bentonville Fire Department participated with other NW Arkansas Fire Departments in an evaluation process of bunker gear in 2018.

The City of Springdale wrote the specifications and put the bunker gear out for bids. The bid was awarded to CASCO Industries for meeting the specifications and price.

This is a cooperative purchasing program for all NW Arkansas fire Departments.

Bunker Gear will be purchased for all new hires and second set of gear that is in the 2019 budget.

Post Office Box 1521
417 Holcomb Street
Springdale, AR 72765-1521
Phone (479) 751-4510
Fax (479) 750-8104

Springdale Fire Department

January 7, 2019

The NWA Bunker Gear Committee met today, January 7, 2019 to discuss the submitted bunker gear contracts. Northern Safety with Morning Pride Gear, NAFECO with Lion Gear and Casco Industries with Globe Gear submitted sealed bids. After carefully looking at each submitted bid, wear trial evaluations and contract exceptions, the committee unanimously decided to award the contract to Casco Industries with Globe Turnout Gear.

The purchasing agencies are Fayetteville Fire Department, Springdale Fire Department, Bentonville Fire Department, Siloam Springs Fire Department, and other fire departments within Benton, Carroll, Madison, and Washington Counties, Arkansas.

The contract results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is only authorized after the authorized purchasing agency provides confirmation to the successful bidder in accordance with each purchasing agencies purchasing procedures.

Bid prices are firm for the life of the contract with the following price escalation rules. The contract is for a three (3) year term beginning on January 1, 2019 and ending on December 31, 2021. Bid contract is for firm pricing on a calendar year (January to December) basis. The initial bid price will be fixed for the period from January 1, 2019 until December 31, 2019. Price increases will be allowed based on the Consumer Price Index for each preceding calendar year for purchases ordered in 2020 and 2021.

Captain David Kissinger
Springdale Fire Dept.
479-751-4510



The Springdale Fire Department exists to enhance the quality of life in Springdale by minimizing the devastating effects of fires, medical emergencies, and natural and artificial disasters.

INVITATION FOR COMPETITIVE SEALED BIDS

SCOPE:

The scope of this Invitation to Bid is to provide firm contract pricing for Structural Firefighting Blood Borne Resistant Personal Protective Clothing (Coats and Pants) to be purchased by the agencies listed below and to provide for a clear annual cost increase program of the stated items ordered for a contract period of three (3) years beginning on January 1, 2019 and ending on December 31, 2021.

BID ITEMS: Structural Firefighting Personal Protective Clothing (Coats and Pants) as further specified later in this document.

Bid pricing must include individual fire department personnel sizing for custom fit of the stated coats and pants to be performed in house at the local fire stations of the purchasing agencies by factory trained dealer representatives. NO EXCEPTIONS.

Item	Description	Unit Price	with cancer interv. guards
Structural Firefighting Personal Protective Coat with Springdale Options		\$ <u>1315</u>	\$1365
Structural Firefighting Personal Protective Pants with Springdale Options		\$ <u>917</u>	\$ 951
Structural Firefighting Personal Protective Coat with Fayetteville Options		\$ <u>1315</u>	\$1365
Structural Firefighting Personal Protective Pants with Fayetteville Options		\$ <u>917</u>	\$951
Structural Firefighting Personal Protective Coat with Bentonville Options		\$ <u>1315</u>	\$1365
Structural Firefighting Personal Protective Pants with Bentonville Options		\$ <u>917</u>	\$ 951
Structural Firefighting Personal Protective Coat with Siloam Spr. Options		\$ <u>1315</u>	\$1365
Structural Firefighting Personal Protective Pants with Siloam Spr. Options		\$ <u>917</u>	\$ 951

City patch and USA flag on left and right sleeve of coat. One patch shall be attached to each side as determined by city. Patches shall be of NFPA compliant construction. Pricing shall include one patch for each sleeve of one (1) coat. \$ included

The bid unit price must cover all of the materials and operations necessary for the production of items as specified including delivery (FOB Destination, freight paid). **Sales tax is not to be included in the bid unit price.** Applicable Arkansas sales tax laws (state and local) will apply to this bid, but will not be considered in award of the bid.

1. The entire cost of preparing and providing responses to this bid invitation shall be borne by the bidder.
2. All bidders must be authorized dealers to sell and service the products specified.

PURCHASING AGENCIES:

Fayetteville, Arkansas Fire Department;
Springdale, Arkansas Fire Department;
Bentonville, Arkansas Fire Department;
Siloam Springs, Arkansas Fire Department;
Other fire departments within Benton, Carroll, Madison,
and Washington Counties, Arkansas

CONTACT PERSON and TELEPHONE: Springdale Fire Captain David Kissinger,
Cell: 479-283-7297, Office: 479-751-4510

BID OPENING LOCATION:

City of Springdale Administration Building located at 201 Spring Street, Springdale,
Arkansas in room 236.

BID OPENING DATE AND TIME:

Wednesday, December 19, 2018 at 2:00 pm Central Daylight Time

BID SUBMISSION:

Bids may be mailed, shipped via common carrier, or hand delivered to City of
Springdale, City Clerk's Office located at 201 Spring Street, Springdale, Arkansas
72764 until 2:00 p.m. Wednesday, December 19, 2018.

Bids must be submitted on this form, with attachments as appropriate, on or before the
date and time specified for bid opening. If this form is not used, the bid may be rejected.
The bid must be typed or printed in ink and signed in ink. Unsigned bids will be
disqualified. The person signing the bid should show title or authority to bind his/her firm
in this contract. Bid prices must remain firm for consideration and acceptance for thirty
days from the bid opening date.

**BIDS MAY NOT BE FAXED. SEALED BIDS WILL BE ACCEPTED FOR THE ABOVE
STATED PURCHASING AGENCIES ONLY UNTIL THE DATE AND TIME SPECIFIED
ABOVE AT THE SPECIFIED LOCATION. THE BID ENVELOPE MUST BE SEALED
AND SHOULD BE PROPERLY MARKED WITH "PROTECTIVE CLOTHING BID" AND
THE BIDDER'S NAME AND RETURN ADDRESS.**

BID/CONTRACT RULES and PERIOD:

Bid prices are firm for the life of the contract with the following price escalation rules.
The contract is for a three (3) year term beginning on January 1, 2019 and ending on
December 31, 2021. Bid contract is for firm pricing on a calendar year (January to
December) basis. The initial bid price will be fixed for the period from January 1, 2019
until December 31, 2019. Price increases will be allowed based on the Consumer Price
Index for each preceding calendar year for purchases ordered in 2020 and 2021.

A contract award will be issued to the successful bidder. The contract results in a binding
obligation without further action by either party. This award does not authorize shipment.
Shipment is only authorized after the authorized purchasing agency provides

confirmation to the successful bidder in accordance with each purchasing agencies purchasing procedures.

ESTIMATED QUANTITIES:

The purchasing agencies anticipate combined purchase quantities of fifty (50) units each (Coats and Pants) per calendar year during the contract period. Actual order quantities may be more or less than the estimated quantity. Quantities stated are estimates only, and are not guaranteed.

ANTICIPATION TO AWARD BID/CONTRACT:

This Invitation for Bid will be awarded to the lowest responsive, responsible bidder that meets all specifications and requirements stated herein for the life of the contract.

The purchasing agencies anticipate award of the contract within thirty (30) days following bid opening.

STANDARD TERMS AND CONDITIONS:

ACCEPTANCE AND REJECTION: The purchasing agencies reserve the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the agencies.

BRAND NAME REFERENCES: Bids on brands of like nature and quality will be considered. Bids must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The purchasing agencies reserve the right to determine whether offered brands are equivalent and meet the standards of the items specified, and the purchasing agencies may require the bidder to supply additional descriptive material.

DEFAULT: All products furnished will be subject to inspection and acceptance of the purchasing agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the purchasing agency to cancel the contract.

INVOICING: An itemized invoice addressed to the purchasing agency reflecting the agency's individual purchase confirmation, item description, quantity, unit price, and total price including applicable sales tax is required. Payment to the vendor by the purchasing agency will be made within 30 days following delivery, acceptance and invoicing in accordance with these specifications.

DELIVERY (FOB DESTINATION, FREIGHT PAID):

Delivery is required within forty-five (45) calendar days after receipt of order. "Calendar days" shall be defined as Monday through Sunday of each week inclusive of all official Federal holidays. All transportation expenses for delivery of the finished product will be the responsibility of the contractor.

Extended (Alternate) delivery days may be considered when in the best interest of the purchasing agencies.

If delivery guaranty of forty-five (45) days cannot be met by the bidder, the bidder must state the number of days required to place the product in the ordering agencies designated location. **Failure to state the delivery days obligates the bidder to complete delivery within forty-five (45) calendar days after receipt of order.**

If the bidder desires to submit an alternate delivery period, the bidder shall insert the number of working days required by the bidder for the delivery of stated product in the blank below.

ALTERNATE DELIVERY: _____ working days after receipt of order for delivery to designated location.

DELIVERY LOCATIONS:

Fayetteville, Arkansas Fire Department;
Springdale, Arkansas Fire Department;
Bentonville, Arkansas Fire Department;
Siloam Springs, Arkansas Fire Department;
Other fire departments within Benton, Carroll, Madison, and
Washington Counties, Arkansas

LIQUIDATED DAMAGES OR PENALTY:

All products furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications constitutes breach of contract and liquidated damages may be imposed by the purchasing agencies.

Liquidated damages imposed by a purchasing agency against the bidder for failure to meet the agreed upon delivery schedule will be one percent (1%) of the invoice amount of the applicable order for each working day beyond the specified delivery time. The bidder shall be relieved of delays due to causes beyond their control such as acts of God, national emergency, strikes, or fire. The bidder must notify in writing, on a timely basis, the purchasing agency of such developments stating reason, justification and extent of delay.

MANUFACTURER AUTHORIZED REPAIR CENTER:

Bidders must provide valid proof of the availability of a factory approved repair/refurbishment center for the timely repair and refurbishment of damaged and or worn products purchased pursuant to this contract. Bidder must provide written guaranty of working days required (barring severe or otherwise unusual circumstances) to complete repair or refurbishment of product.

REPAIR/REFURBISHMENT TIME: Bidder guaranties they will repair or refurbish products purchased under this contract in 15 working days after receipt of order including return delivery to the purchasing agency.

DETAILED ITEM SPECIFICATIONS:

The minimum requirements of this specification are as defined by NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting, 2018 Edition (hereinafter referred to as NFPA 1971, except in the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Workmanship and material shall be first quality throughout. **All exceptions to specifications must be clearly identified within the bid.** In the absence of comment to a specific point, the bidder is required to furnish a wholly compliant garment. Blanket exception(s) are not allowed.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The bidder must certify that the products proposed in this bid meet or exceed all requirements of NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI), as third party certification as prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory may fulfill this requirement.

Labels shall be permanently and integrally printed onto materials that meet the requirements for labels of NFPA 1971. The product shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner. Each separable layer shall be labeled with the FEMSA-style DANGER label in an obvious location.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Pattern tailoring to custom-fit individual department members is mandatory. Individual personnel sizing shall be performed for each and every item ordered. Sizing must be performed by a factory trained measurement specialist taking actual measurements of the firefighter. Sizing measurements shall be taken at the local purchasing agency's location under a schedule mutually agreed upon between the successful bidder and the purchasing agency. No generic sizing such as Small-Medium-Large-Extra Large will be allowed.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

In order to insure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets and Pants shall be available in all sizes and dimensions as follows:

Pants:

Gender:	Gender specific Men's and Women's patterns
Waist:	Even sizes
Inseam:	Even sizes

Coats:

Gender: Gender specific Men's and Women's patterns will be available.

Chest: Even sizes

Back Length: Men's 29", 32", 35", 40"
Women's 26", 29"

Body Shape: Men's: Straight and Tapered Note: The straight cut offers more fullness at the hips (i.e. jacket sweep) and is recommended when an IH Ready trouser is being specified.

Women's: Straight Sleeve: 1" increments

Coats and Pants available in only one standard shape will not be acceptable.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

All linings, including thermal linings and moisture barriers, shall be tailor-graded to fit within the overall garment composite of all layers without causing bunching or binding when the garment is worn.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

All thread used in seams shall be Nomex® of minimum Tex size T-70.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

All moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971 Liquid Penetration Resistance Test.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

All pockets shall be reinforced with an extra layer of NFPA-certified outer shell, moisture barrier, or other NFPA-certified reinforcement material. The exact location of the reinforcements shall be identified at the time of order by the purchasing agency. All pockets shall have a means to drain water and shall have means of closure. All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches wide, with a flap, or with snaps. The specific placement of the closure system shall be declared at the time of order. 3-Dimensional pocketing shall feature the same construction details as the coats and pants.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

All garment stress points shall be reinforced, rivets are not acceptable.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Reinforcements shall be provided at cuffs and pockets and shall meet the requirements of NFPA 1971.

THERMAL PROTECTIVE PERFORMANCE

All thermal liner or thermal enhancing materials used in the garments shall meet the following criteria after a 500° Fahrenheit oven test:

- 1) Material shall remain intact and flexible
- 2) No portion of the material shall crack, crumble or flake

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The following standards in their active versions on the date of invitation for bid shall form a part of this specification to the extent specified herein.

ASTM D 6193-97 Standard Practice for Stitches and Seams

NFPA 1500, 2018 Edition Standard on Fire Department Occupational Safety and Health Program

NFPA 1851, 2014 Edition Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles

NFPA 1971, 2018 Edition Standard on Protective Ensemble for Structural Fire Fighting

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The coat composite (all three layers) shall not gap when the firefighter is bending, crawling or climbing. Gapping shall be determined as defined by NFPA 1500 with both arms fully overhead and wearer bending to rear, sides and front. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with standard height pants.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Coats shall feature a tailored three-piece body, one-piece back construction throughout the outer shell, moisture barrier and thermal liner layers. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and the left front body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Coats shall supply an NFPA required and certified Drag Rescue Device. The device shall be designed to fit each individual's chest size. Each strap will be properly labeled with DANGER labels that include what chest size the Rescue Strap is designed to fit along with instructions for care and installation/removal of the Rescue Strap.

The grab handle shall be positioned at the rear of the upper torso where it will be covered by an outer shell tunnel.

Does your bid comply with all aspects of this section? Yes X No _____

The sleeves shall be of a two piece construction with an upper and a lower sleeve and contoured to follow the natural shape of the arm at rest. Both the under and upper sleeves shall be graded in proportion to the chest size.

Does your bid comply with all aspects of this section? Yes X No _____

Coats shall be equipped with Nomex® knit wristlets with thumb loop not less than 4 inches in length and of double thickness. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey. The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

Does your bid comply with all aspects of this section? Yes X No _____

Coats shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 3 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾" beyond the

inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

Does your bid comply with all aspects of this section? Yes X No _____

Coats outer shell materials shall be of 7.5 oz. Safety Components "PBI Max" fabric or TenCate "Kombat Flex" fabric.

Coats thermal lining materials shall be of 7.4 oz. calendared 100% spun IsoDri Glide 2L AraFlow K6 or equivalent.

Coats moisture barriers shall be of 5.0 oz; Crosstech Black material.

Does your bid comply with all aspects of this section? Yes X No _____

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of ½ inch wide FR Velcro® fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar. This opening shall run the full length of the collar for the purpose of inspecting the inner surfaces of the jacket liner system. The remainder of the thermal liner/moisture barrier shall be secured with a minimum of four snap fasteners appropriately spaced on each jacket facing and four Ara-Shield® snap fasteners at each sleeve end. The outside perimeter of the moisture barrier and thermal liner layers shall be bound together along the side and bottom edges with a bias-cut neoprene coated cotton/polyester binding for a finished appearance that prevents fraying and wicking of contaminants. Stitching used to secure the thermal liner and moisture barrier in place of the neoprene shall not be considered, since stitching is not able to provide the same level of abrasion resistance.

Does your bid comply with all aspects of this section? Yes X No _____

Coats shall be provided with additional optional specifications listed below:

Liner Inspection Port Yes X No _____

Detachable Liner Yes X No _____

Liner Label Pocket Yes X No _____

Nomex-Tabbed long wristlets Yes X No _____

Scotchlite Trim, Lime 2-Tone, "Project Fires" Yes X No _____

Back Patch with 3" sewn letters -lime Scotchlite
(Department Specification Vary – See Department Options Page)
Yes X No _____

Hanging Letter Patch with - Avg.7 Letters - 3" sewn letters -lime Scotchlite; 2" Letters to may be used if necessary to fit (Removable Name Plate – 1st initial with "period", Last Name. Panel shall be drop down tail with snap and Velcro attachment.)

Yes X No _____

2" Velcro/Zipper Coat Closure

Yes X No _____

Thermal Enhancements (Over Shoulders, Across Back, Wrist to Elbow)

Yes X No _____

Coat sleeve cuffs –"Dragon Hide" or equivalent

Yes X No _____

Shoulder top outer reinforcement - "Dragon Hide" or equivalent.

Yes X No _____

Sleeve reinforcement at elbow – "Dragon Hide" or equivalent.

Yes X No _____

Full Bellows Pockets - PBI Max or equivalent - Bronze - 2" X 8" X8" Pocket closures shall be of lay flat flaps with hook and loop Velcro fabric.

Yes X No _____

One tool pouch constructed of Kevlar in one coat pocket. Side to be determined by agency

Yes X No _____

Does your bid comply with **all** aspects of this section?

Yes X No _____

PANTS

The pant shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 68. The pant inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

Does your bid comply with all aspects of this section? Yes X No _____

The pants shall be ladder belt capable to include sufficient belt loops to support rescue operations. Belts will be purchased individually and are not to be included in this bid. However, all pants shall be manufactured to allow for use of rescue belt.

Does your bid comply with all aspects of this section? Yes X No _____

Pants fly closures shall consist of zipper, outer flap with Velcro, and Nomex belt w/ evenly spaced outer shell belt loops.

Does your bid comply with all aspects of this section? Yes X No _____

The pants shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk.

Does your bid comply with all aspects of this section? Yes X No _____

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

Does your bid comply with all aspects of this section? Yes X No _____

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

Does your bid comply with all aspects of this section? Yes X No _____

On the inside waistband shall be attachments for the standard "H" style or "V" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends. Manufacturing style may vary so long as intended result is met.

Does your bid comply with all aspects of this section? Yes X No _____

The outer shell of the pant shall wrap over thermal lining and moisture barrier at the waist, in order to minimize unsnapping of liner during donning process. OR The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement. The aramid/Neoprene waistband shall be cut on the bias to allow the waistband to stretch for unrestricted movement and increased comfort. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as

to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner.

The liner system of the pant shall incorporate a full length opening along the entire waistline for ease in inspecting the inner layers as well as performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape, and joined together with a snap at the center back. There shall be a minimum of 4 snap tabs sewn to the underside of the waistband, with corresponding snaps in the moisture barrier layer to secure the barrier to the shell. The pant thermal layer shall snap directly to the waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Pant outer shell materials shall be of 7.5 oz. Safety Components "PBI Max" fabric or TenCate "Kombat Flex" fabric.

Pant thermal lining materials shall be of 7.4 oz. calendared 100% spun IsoDri Glide 2L AraFlow K6 or equivalent.

Pant moisture barriers shall be of 5.0 oz; Crosstech Black material.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Pants shall be provided with additional optional specifications listed below:

Liner Inspection Port Yes ☒ No ☐

Detachable Liner Yes ☒ No ☐

3" Cuff trim -Lime 2-Tone Scotchlite Yes ☒ No ☐

Angled Cuffs - Pants Cuffs trim - "Dragon Hide" or equivalent
Yes ☒ No ☐

Pant leg and knees - Integral knee pads built into liners. Padding to include dual layer closed cell foam and single layer silicone pad sewn into liners. Knee exterior pant surface shall be protected by "Dragon Hide" or equivalent.

Yes ☒ No ☐

Large Bellows Pockets -Pants - PBI Max or equivalent - 10" x 10" x 2" lined with Kevlar.

Yes ☒ No ☐

One tool pouch constructed of Kevlar in one pant pocket. Side to be determined by agency

Yes ☒ No ☐

Snap Style Suspender Attachment

Yes ☒ No ☐

Suspenders with Snap Attach and Quick Adjust Installed

Yes ☒ No ☐

Both coat and pants have cancer prevention initiatives?

Yes ☒ No ☐

Please describe in detail the cancer prevention initiatives below.

COAT INTERFACE GUARD

The jackets shall be equipped with a coat interface guard at the hemline to reduce the introduction of foreign matter onto the wearer. The interface guard shall be constructed of a neoprene coated material and shall be double stitched to the liner system at the hemline. The interface guard shall measure approximately 3 inches wide at the center rear of the hem, tapering to approximately 1 ¼ inches wide at the leading edges of the right and left front panels. The bottom of the interface guard shall encase a continuous band of an elasticized material extending the entire length of the guard. Approximately 2 inches back from the leading edge of the right and left front panels, there shall be a minimum 3-inch tab single needle stitched to the interface guard. The tab sewn to the right front panel shall include two male snap fasteners, which shall correspond to two female snap fasteners on the tab at the left front panel. The tabs shall interface to complete the closure of the interface guard around the wearer's waist area when engaged.

PANT INTERFACE GUARD

The pants shall be equipped with a pant interface guard at the pant cuff and at the base of the fly to reduce the introduction of foreign matter onto the wearer. This interface guard shall be constructed of a neoprene coated material and shall be double stitched to the liner at the hemlines and at the base of the crotch. The hemline interface guard shall measure approximately 4 inches wide and run the full circumference of the liner cuff. The bottom of the interface guard shall encase a continuous band of an elasticized material extending the full length of the interface guard. The interface guard at the crotch opening shall be an elliptical shape, measuring approximately 3 inches high and 3 ½ inches wide, and secured to the binding by two rows of stitching.

NOTE: SEE PRICING ON BID FORM

The following **Department Specific Options** must be incorporated into the bidder's price entered on Page One of this Bid Invitation:

Springdale Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products, or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "SPRINGDALE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x 3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Lanyard Flashlight Clip of PBI Max or equivalent, Bronze in color to accommodate "Survivor " 90° flashlight located on right chest.

Does your bid comply with all aspects of this section? Yes X No

Bentonville Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products, or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "BENTONVILLE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Lanyard Flashlight Clip of PBI Max or equivalent, Bronze in color to accommodate "Big Ed" 90° style flashlight and located on right chest.

Does your bid comply with all aspects of this section? Yes X No

Fayetteville Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "FAYETTEVILLE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Flashlight Clip w/Velcro on Strap of PBI Max or equivalent, Bronze in color to accommodate "Survivor" 90° flashlight located on right chest.

COMPLY YES

Siloam Springs Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "SILOAM SPRINGS FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Flashlight Clip w/Velcro on Strap of PBI Max or equivalent, Bronze in color to accommodate "Survivor" 90° flashlight located on right chest.

COMPLY YES

SUBSTITUTION OF BRAND:

No substitutions of brand under this contract after award. Any delivery of unauthorized substitutions will be considered contract default.

GUARANTY:

All items delivered shall be newly manufactured and in first-class condition. The bidder hereby guarantees that items furnished hereunder will be free from defects in design, workmanship and material. The bidder also guarantees that all applicable laws will be complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

ASSIGNMENT:

The contract entered into pursuant to this invitation for bid is not assignable, nor the duties herein delegable by either party without the written consent of the other party of the contract.

DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin.

BIDDER'S CONTACT INFORMATION

COMPANY NAME	CASCO INDUSTRIES
STREET ADDRESS	21941 I-30, SUITE 6
CITY	BRYANT

STATE and ZIP CODE

AR 72022

PHONE NUMBER

800-648-5808 EXT 160

AUTHORIZED AGENT OF BIDDER SIGNATURE AND TITLE

[REDACTED]

12/18/18

ROBIN TITTLE
Signature

SALES MANAGER

Title

INVITATION FOR COMPETITIVE SEALED BIDS

SCOPE:

The scope of this Invitation to Bid is to provide firm contract pricing for Structural Firefighting Blood Borne Resistant Personal Protective Clothing (Coats and Pants) to be purchased by the agencies listed below and to provide for a clear annual cost increase program of the stated items ordered for a contract period of three (3) years beginning on January 1, 2019 and ending on December 31, 2021.

BID ITEMS: Structural Firefighting Personal Protective Clothing (Coats and Pants) as further specified later in this document.

Bid pricing must include individual fire department personnel sizing for custom fit of the stated coats and pants to be performed in house at the local fire stations of the purchasing agencies by factory trained dealer representatives. NO EXCEPTIONS.

Item	Description	Unit Price
	Structural Firefighting Personal Protective Coat with Springdale Options	\$ <u>1,478.00</u>
	Structural Firefighting Personal Protective Pants with Springdale Options	\$ <u>956.00</u>
	Structural Firefighting Personal Protective Coat with Fayetteville Options	\$ <u>1,478.00</u>
	Structural Firefighting Personal Protective Pants with Fayetteville Options	\$ <u>956.00</u>
	Structural Firefighting Personal Protective Coat with Bentonville Options	\$ <u>1,478.00</u>
	Structural Firefighting Personal Protective Pants with Bentonville Options	\$ <u>956.00</u>
	Structural Firefighting Personal Protective Coat with Siloam Spr. Options	\$ <u>1,478.00</u>
	Structural Firefighting Personal Protective Pants with Siloam Spr. Options	\$ <u>956.00</u>

City patch and USA flag on left and right sleeve of coat. One patch shall be attached to each side as determined by city. Patches shall be of NFPA compliant construction. Pricing shall include one patch for each sleeve of one (1) coat. \$ 29.00

The bid unit price must cover all of the materials and operations necessary for the production of items as specified including delivery (FOB Destination, freight paid). **Sales tax is not to be included in the bid unit price.** Applicable Arkansas sales tax laws (state and local) will apply to this bid, but will not be considered in award of the bid.

1. The entire cost of preparing and providing responses to this bid invitation shall be borne by the bidder.
2. All bidders must be authorized dealers to sell and service the products specified.

NAFECO

PURCHASING AGENCIES:

Fayetteville, Arkansas Fire Department;
Springdale, Arkansas Fire Department;
Bentonville, Arkansas Fire Department;
Siloam Springs, Arkansas Fire Department;
Other fire departments within Benton, Carroll, Madison,
and Washington Counties, Arkansas

CONTACT PERSON and TELEPHONE: Springdale Fire Captain David Kissinger,
Cell: 479-283-7297, Office: 479-751-4510

BID OPENING LOCATION:

City of Springdale Administration Building located at 201 Spring Street, Springdale,
Arkansas in room 236.

BID OPENING DATE AND TIME:

Wednesday, December 19, 2018 at 2:00 pm Central Daylight Time

BID SUBMISSION:

Bids may be mailed, shipped via common carrier, or hand delivered to City of
Springdale, City Clerk's Office located at 201 Spring Street, Springdale, Arkansas
72764 until 2:00 p.m. Wednesday, December 19, 2018.

Bids must be submitted on this form, with attachments as appropriate, on or before the
date and time specified for bid opening. If this form is not used, the bid may be rejected.
The bid must be typed or printed in ink and signed in ink. Unsigned bids will be
disqualified. The person signing the bid should show title or authority to bind his/her firm
in this contract. Bid prices must remain firm for consideration and acceptance for thirty
days from the bid opening date.

**BIDS MAY NOT BE FAXED. SEALED BIDS WILL BE ACCEPTED FOR THE ABOVE
STATED PURCHASING AGENCIES ONLY UNTIL THE DATE AND TIME SPECIFIED
ABOVE AT THE SPECIFIED LOCATION. THE BID ENVELOPE MUST BE SEALED
AND SHOULD BE PROPERLY MARKED WITH "PROTECTIVE CLOTHING BID" AND
THE BIDDER'S NAME AND RETURN ADDRESS.**

BID/CONTRACT RULES and PERIOD:

Bid prices are firm for the life of the contract with the following price escalation rules.
The contract is for a three (3) year term beginning on January 1, 2019 and ending on
December 31, 2021. Bid contract is for firm pricing on a calendar year (January to
December) basis. The initial bid price will be fixed for the period from January 1, 2019
until December 31, 2019. Price increases will be allowed based on the Consumer Price
Index for each preceding calendar year for purchases ordered in 2020 and 2021.

A contract award will be issued to the successful bidder. The contract results in a binding
obligation without further action by either party. This award does not authorize shipment.
Shipment is only authorized after the authorized purchasing agency provides

confirmation to the successful bidder in accordance with each purchasing agencies purchasing procedures.

ESTIMATED QUANTITIES:

The purchasing agencies anticipate combined purchase quantities of fifty (50) units each (Coats and Pants) per calendar year during the contract period. Actual order quantities may be more or less than the estimated quantity. Quantities stated are estimates only, and are not guaranteed.

ANTICIPATION TO AWARD BID/CONTRACT:

This Invitation for Bid will be awarded to the lowest responsive, responsible bidder that meets all specifications and requirements stated herein for the life of the contract.

The purchasing agencies anticipate award of the contract within thirty (30) days following bid opening.

STANDARD TERMS AND CONDITIONS:

ACCEPTANCE AND REJECTION: The purchasing agencies reserve the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the agencies.

BRAND NAME REFERENCES: Bids on brands of like nature and quality will be considered. Bids must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The purchasing agencies reserve the right to determine whether offered brands are equivalent and meet the standards of the items specified, and the purchasing agencies may require the bidder to supply additional descriptive material.

DEFAULT: All products furnished will be subject to inspection and acceptance of the purchasing agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the purchasing agency to cancel the contract.

INVOICING: An itemized invoice addressed to the purchasing agency reflecting the agency's individual purchase confirmation, item description, quantity, unit price, and total price including applicable sales tax is required. Payment to the vendor by the purchasing agency will be made within 30 days following delivery, acceptance and invoicing in accordance with these specifications.

DELIVERY (FOB DESTINATION, FREIGHT PAID):

Delivery is required within forty-five (45) calendar days after receipt of order. "Calendar days" shall be defined as Monday through Sunday of each week inclusive of all official Federal holidays. All transportation expenses for delivery of the finished product will be the responsibility of the contractor.

Extended (Alternate) delivery days may be considered when in the best interest of the purchasing agencies.

If delivery guaranty of forty-five (45) days cannot be met by the bidder, the bidder must state the number of days required to place the product in the ordering agencies designated location. **Failure to state the delivery days obligates the bidder to complete delivery within forty-five (45) calendar days after receipt of order.**

If the bidder desires to submit an alternate delivery period, the bidder shall insert the number of working days required by the bidder for the delivery of stated product in the blank below.

ALTERNATE DELIVERY: n/a working days after receipt of order for delivery to designated location.

DELIVERY LOCATIONS:

Fayetteville, Arkansas Fire Department;
Springdale, Arkansas Fire Department;
Bentonville, Arkansas Fire Department;
Siloam Springs, Arkansas Fire Department;
Other fire departments within Benton, Carroll, Madison, and
Washington Counties, Arkansas

LIQUIDATED DAMAGES OR PENALTY:

All products furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications constitutes breach of contract and liquidated damages may be imposed by the purchasing agencies.

Liquidated damages imposed by a purchasing agency against the bidder for failure to meet the agreed upon delivery schedule will be one percent (1%) of the invoice amount of the applicable order for each working day beyond the specified delivery time. The bidder shall be relieved of delays due to causes beyond their control such as acts of God, national emergency, strikes, or fire. The bidder must notify in writing, on a timely basis, the purchasing agency of such developments stating reason, justification and extent of delay.

MANUFACTURER AUTHORIZED REPAIR CENTER:

Bidders must provide valid proof of the availability of a factory approved repair/refurbishment center for the timely repair and refurbishment of damaged and or worn products purchased pursuant to this contract. Bidder must provide written guaranty of working days required (barring severe or otherwise unusual circumstances) to complete repair or refurbishment of product.

REPAIR/REFURBISHMENT TIME: Bidder guaranties they will repair or refurbish products purchased under this contract in 15 working days after receipt of order including return delivery to the purchasing agency.

DETAILED ITEM SPECIFICATIONS:

The minimum requirements of this specification are as defined by NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting, 2018 Edition (hereinafter referred to as NFPA 1971, except in the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Workmanship and material shall be first quality throughout. **All exceptions to specifications must be clearly identified within the bid.** In the absence of comment to a specific point, the bidder is required to furnish a wholly compliant garment. Blanket exception(s) are not allowed.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The bidder must certify that the products proposed in this bid meet or exceed all requirements of NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI), as third party certification as prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory may fulfill this requirement.

Labels shall be permanently and integrally printed onto materials that meet the requirements for labels of NFPA 1971. The product shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner. Each separable layer shall be labeled with the FEMSA-style DANGER label in an obvious location.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Pattern tailoring to custom-fit individual department members is mandatory. Individual personnel sizing shall be performed for each and every item ordered. Sizing must be performed by a factory trained measurement specialist taking actual measurements of the firefighter. Sizing measurements shall be taken at the local purchasing agency's location under a schedule mutually agreed upon between the successful bidder and the purchasing agency. No generic sizing such as Small-Medium-Large-Extra Large will be allowed.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

In order to insure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets and Pants shall be available in all sizes and dimensions as follows:

Pants:

Gender:	Gender specific Men's and Women's patterns
Waist:	Even sizes
Inseam:	Even sizes

Coats:

Gender: Gender specific Men's and Women's patterns will be available.

Chest: Even sizes

Back Length: Men's 29", 32", 35", 40"
Women's 26", 29"

Body Shape: Men's: Straight and Tapered Note: The straight cut offers more fullness at the hips (i.e. jacket sweep) and is recommended when an IH Ready trouser is being specified.

Women's: Straight Sleeve: 1" increments

Coats and Pants available in only one standard shape will not be acceptable.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

All linings, including thermal linings and moisture barriers, shall be tailor-graded to fit within the overall garment composite of all layers without causing bunching or binding when the garment is worn.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

All thread used in seams shall be Nomex® of minimum Tex size T-70.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

All moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971 Liquid Penetration Resistance Test.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

All pockets shall be reinforced with an extra layer of NFPA-certified outer shell, moisture barrier, or other NFPA-certified reinforcement material. The exact location of the reinforcements shall be identified at the time of order by the purchasing agency. All pockets shall have a means to drain water and shall have means of closure. All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches wide, with a flap, or with snaps. The specific placement of the closure system shall be declared at the time of order. 3-Dimensional pocketing shall feature the same construction details as the coats and pants.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

All garment stress points shall be reinforced, rivets are not acceptable.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Reinforcements shall be provided at cuffs and pockets and shall meet the requirements of NFPA 1971.

THERMAL PROTECTIVE PERFORMANCE

All thermal liner or thermal enhancing materials used in the garments shall meet the following criteria after a 500° Fahrenheit oven test:

- 1) Material shall remain intact and flexible
- 2) No portion of the material shall crack, crumble or flake

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The following standards in their active versions on the date of invitation for bid shall form a part of this specification to the extent specified herein.

ASTM D 6193-97 Standard Practice for Stitches and Seams

NFPA 1500, 2018 Edition Standard on Fire Department Occupational Safety and Health Program

NFPA 1851, 2014 Edition Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles

NFPA 1971, 2018 Edition Standard on Protective Ensemble for Structural Fire Fighting

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The coat composite (all three layers) shall not gap when the firefighter is bending, crawling or climbing. Gapping shall be determined as defined by NFPA 1500 with both arms fully overhead and wearer bending to rear, sides and front. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with standard height pants.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Coats shall feature a tailored three-piece body, one-piece back construction throughout the outer shell, moisture barrier and thermal liner layers. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and the left front body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Coats shall supply an NFPA required and certified Drag Rescue Device. The device shall be designed to fit each individual's chest size. Each strap will be properly labeled with DANGER labels that include what chest size the Rescue Strap is designed to fit along with instructions for care and installation/removal of the Rescue Strap.

The grab handle shall be positioned at the rear of the upper torso where it will be covered by an outer shell tunnel.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The sleeves shall be of a two piece construction with an upper and a lower sleeve and contoured to follow the natural shape of the arm at rest. Both the under and upper sleeves shall be graded in proportion to the chest size.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Coats shall be equipped with Nomex® knit wristlets with thumb loop not less than 4 inches in length and of double thickness. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey. The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Coats shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 3 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾" beyond the

inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Coats outer shell materials shall be of 7.5 oz. Safety Components "PBI Max" fabric or TenCate "Kombat Flex" fabric.

Coats thermal lining materials shall be of 7.4 oz. calendared 100% spun IsoDri Glide 2L AraFlow K6 or equivalent.

Coats moisture barriers shall be of 5.0 oz; Crosstech Black material.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 1/2 inch wide FR Velcro® fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar. This opening shall run the full length of the collar for the purpose of inspecting the inner surfaces of the jacket liner system. The remainder of the thermal liner/moisture barrier shall be secured with a minimum of four snap fasteners appropriately spaced on each jacket facing and four Ara-Shield® snap fasteners at each sleeve end. The outside perimeter of the moisture barrier and thermal liner layers shall be bound together along the side and bottom edges with a bias-cut neoprene coated cotton/polyester binding for a finished appearance that prevents fraying and wicking of contaminants. Stitching used to secure the thermal liner and moisture barrier in place of the neoprene shall not be considered, since stitching is not able to provide the same level of abrasion resistance.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Coats shall be provided with additional optional specifications listed below:

Liner Inspection Port Yes ☒ No ☐

Detachable Liner Yes ☒ No ☐

Liner Label Pocket Yes ☒ No ☐

Nomex-Tabbed long wristlets Yes ☒ No ☐

Scotchlite Trim, Lime 2-Tone, "Project Fires" Yes ☒ No ☐

Back Patch with 3" sewn letters -lime Scotchlite
(Department Specification Vary – See Department Options Page) Yes ☒ No ☐

Hanging Letter Patch with - Avg.7 Letters - 3" sewn letters -lime Scotchlite; 2" Letters to may be used if necessary to fit (Removable Name Plate – 1st initial with "period", Last Name. Panel shall be drop down tail with snap and Velcro attachment.)

Yes ☒ No ☐

2" Velcro/Zipper Coat Closure

Yes ☒ No ☐

Thermal Enhancements (Over Shoulders, Across Back, Wrist to Elbow)

Yes ☒ No ☐

Coat sleeve cuffs –"Dragon Hide" or equivalent

Yes ☒ No ☐

Shoulder top outer reinforcement - "Dragon Hide" or equivalent.

Yes ☒ No ☐

Sleeve reinforcement at elbow – "Dragon Hide" or equivalent.

Yes ☒ No ☐

Full Bellows Pockets - PBI Max or equivalent - Bronze - 2" X 8" X8" Pocket closures shall be of lay flat flaps with hook and loop Velcro fabric.

Yes ☒ No ☐

One tool pouch constructed of Kevlar in one coat pocket. Side to be determined by agency

Yes ☒ No ☐

Does your bid comply with **all** aspects of this section?

Yes ☒ No ☐

PANTS

The pant shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 68. The pant inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

Does your bid comply with all aspects of this section?

Yes ☒ No ☐

The pants shall be ladder belt capable to include sufficient belt loops to support rescue operations. Belts will be purchased individually and are not to be included in this bid. However, all pants shall be manufactured to allow for use of rescue belt.

Does your bid comply with all aspects of this section?

Yes ☒ No ☐

Pants fly closures shall consist of zipper, outer flap with Velcro, and Nomex belt w/ evenly spaced outer shell belt loops.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The pants shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

On the inside waistband shall be attachments for the standard "H" style or "V" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends. Manufacturing style may vary so long as intended result is met.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

The outer shell of the pant shall wrap over thermal lining and moisture barrier at the waist, in order to minimize unsnapping of liner during donning process. OR The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement. The aramid/Neoprene waistband shall be cut on the bias to allow the waistband to stretch for unrestricted movement and increased comfort. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as

to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner.

The liner system of the pant shall incorporate a full length opening along the entire waistline for ease in inspecting the inner layers as well as performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape, and joined together with a snap at the center back. There shall be a minimum of 4 snap tabs sewn to the underside of the waistband, with corresponding snaps in the moisture barrier layer to secure the barrier to the shell. The pant thermal layer shall snap directly to the waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Pant outer shell materials shall be of 7.5 oz. Safety Components "PBI Max" fabric or TenCate "Kombat Flex" fabric.

Pant thermal lining materials shall be of 7.4 oz. calendared 100% spun IsoDri Glide 2L AraFlow K6 or equivalent.

Pant moisture barriers shall be of 5.0 oz; Crosstech Black material.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Pants shall be provided with additional optional specifications listed below:

Liner Inspection Port Yes ☒ No ☐

Detachable Liner Yes ☒ No ☐

3" Cuff trim -Lime 2-Tone Scotchlite Yes ☒ No ☐

Angled Cuffs - Pants Cuffs trim – "Dragon Hide" or equivalent
Yes ☒ No ☐

Pant leg and knees – Integral knee pads built into liners. Padding to include dual layer closed cell foam and single layer silicone pad sewn into liners. Knee exterior pant surface shall be protected by "Dragon Hide" or equivalent.

Yes ☒ No ☐

Large Bellows Pockets -Pants - PBI Max or equivalent - 10" x 10" x 2" lined with Kevlar.

Yes ☒ No ☐

One tool pouch constructed of Kevlar in one pant pocket. Side to be determined by agency

Yes ☒ No ☐

Snap Style Suspender Attachment

Yes ☒ No ☐

Suspenders with Snap Attach and Quick Adjust Installed

Yes ☒ No ☐

Both coat and pants have cancer prevention initiatives?

Yes ☒ No ☐

Please describe in detail the cancer prevention initiatives below.

NAFECO OFFERS THE LION REDZONE CONTAMINANT CONTROL PACKAGE INCLUDED ON THE PROPOSED GEAR. PLEASE SEE THE ENCLOSED LITERATURE FOR PACKAGE DETAILS.

The following **Department Specific Options** must be incorporated into the bidder's price entered on Page One of this Bid Invitation:

Springdale Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products, or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "SPRINGDALE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x 3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Lanyard Flashlight Clip of PBI Max or equivalent, Bronze in color to accommodate "Survivor" 90° flashlight located on right chest.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Bentonville Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products, or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "BENTONVILLE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Lanyard Flashlight Clip of PBI Max or equivalent, Bronze in color to accommodate "Big Ed" 90° style flashlight and located on right chest.

Does your bid comply with all aspects of this section? Yes ☒ No ☐

Fayetteville Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "FAYETTEVILLE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Flashlight Clip w/Velcro on Strap of PBI Max or equivalent, Bronze in color to accommodate "Survivor" 90° flashlight located on right chest.

Siloam Springs Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "SILOAM SPRINGS FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Flashlight Clip w/Velcro on Strap of PBI Max or equivalent, Bronze in color to accommodate "Survivor" 90° flashlight located on right chest.

SUBSTITUTION OF BRAND:

No substitutions of brand under this contract after award. Any delivery of unauthorized substitutions will be considered contract default.

GUARANTY:

All items delivered shall be newly manufactured and in first-class condition. The bidder hereby guarantees that items furnished hereunder will be free from defects in design, workmanship and material. The bidder also guarantees that all applicable laws will be complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

ASSIGNMENT:

The contract entered into pursuant to this invitation for bid is not assignable, nor the duties herein delegable by either party without the written consent of the other party of the contract.

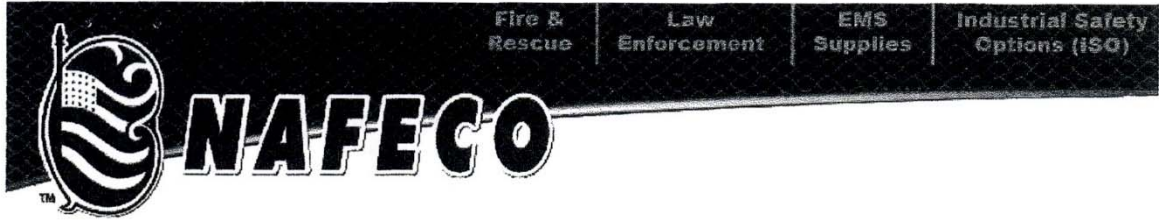
DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin.

BIDDER'S CONTACT INFORMATION

COMPANY NAME	NAFECO (North America Fire Equipment Co., Inc.)
STREET ADDRESS	1515 West Moulton Street
CITY	Decatur
STATE and ZIP CODE	Alabama 35601
PHONE NUMBER	256-353-7100 or 800-628-6233

AUTHORIZED AGENT OF BIDDER SIGNATURE AND TITLE

		Vice President
Ronald Woodall Signature		Title



N W A Bunker Gear Bid

Due: Wednesday, December 19, 2018
2:00pm

Additional Information
and Product Literature



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N W A Bunker Gear Bid
Additional Information

- 1) Delivery is to be forty-five (45) days after receipt of order and sizes at LION factory.
- 2) We are not submitting an alternate delivery date. Our delivery date is as stated above.
- 3) Proposed pricing is good until 12/31/19.
- 4) Pricing for 2020 and 2021 will be reviewed at the renewal time. Any potential price increases will be based upon the Consumer Pricing Index for each proceeding calendar year.
- 5) The LION RedZone Contaminant Control Package uses a zipper, and does not require snap tabs of different color to match the liner system to the outer shell after inspection or cleaning.
- 6) Please see the enclosed literature for details on the LION RedZone Contaminant Control Package.
- 7) NAFECO, Decatur AL., is an authorized service center for LION structural gear. LION also maintains LION Total Care service centers for advanced cleaning, decontamination, repairs and alterations. NAFECO certifies the repair/refurbishment of products purchased under this contract in fifteen (15) working days after receipt of gear for repair/refurbishment.



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INVITATION FOR COMPETITIVE SEALED BIDS

SCOPE:

The scope of this Invitation to Bid is to provide firm contract pricing for Structural Firefighting Blood Borne Resistant Personal Protective Clothing (Coats and Pants) to be purchased by the agencies listed below and to provide for a clear annual cost increase program of the stated items ordered for a contract period of three (3) years beginning on January 1, 2019 and ending on December 31, 2021.

BID ITEMS: Structural Firefighting Personal Protective Clothing (Coats and Pants) as further specified later in this document.

Bid pricing must include individual fire department personnel sizing for custom fit of the stated coats and pants to be performed in house at the local fire stations of the purchasing agencies by factory trained dealer representatives. NO EXCEPTIONS.

Item	Description	Unit Price
	Structural Firefighting Personal Protective Coat with Springdale Options	\$ <u>1,395.95</u>
	Structural Firefighting Personal Protective Pants with Springdale Options	\$ <u>943.78</u>
	Structural Firefighting Personal Protective Coat with Fayetteville Options	\$ <u>1,399.72</u>
	Structural Firefighting Personal Protective Pants with Fayetteville Options	\$ <u>943.78</u>
	Structural Firefighting Personal Protective Coat with Bentonville Options	\$ <u>1,398.37</u>
	Structural Firefighting Personal Protective Pants with Bentonville Options	\$ <u>943.78</u>
	Structural Firefighting Personal Protective Coat with Siloam Spr. Options	\$ <u>1,402.16</u>
	Structural Firefighting Personal Protective Pants with Siloam Spr. Options	\$ <u>943.78</u>
	City patch and USA flag on left and right sleeve of coat. One patch shall be attached to each side as determined by city. Patches shall be of NFPA compliant construction.	
	Pricing shall include one patch for each sleeve of one (1) coat.	\$ <u>0.00</u> =
	Included in price of coat	

The bid unit price must cover all of the materials and operations necessary for the production of items as specified including delivery (FOB Destination, freight paid). **Sales tax is not to be included in the bid unit price.** Applicable Arkansas sales tax laws (state and local) will apply to this bid, but will not be considered in award of the bid.

1. The entire cost of preparing and providing responses to this bid invitation shall be borne by the bidder.
2. All bidders must be authorized dealers to sell and service the products specified.

PURCHASING AGENCIES:

Fayetteville, Arkansas Fire Department;
Springdale, Arkansas Fire Department;
Bentonville, Arkansas Fire Department;
Siloam Springs, Arkansas Fire Department;
Other fire departments within Benton, Carroll, Madison,
and Washington Counties, Arkansas

CONTACT PERSON and TELEPHONE: Springdale Fire Captain David Kissinger,
Cell: 479-283-7297, Office: 479-751-4510

BID OPENING LOCATION:

City of Springdale Administration Building located at 201 Spring Street, Springdale,
Arkansas in room 236.

BID OPENING DATE AND TIME:

Wednesday, December 19, 2018 at 2:00 pm Central Daylight Time

BID SUBMISSION:

Bids may be mailed, shipped via common carrier, or hand delivered to City of
Springdale, City Clerk's Office located at 201 Spring Street, Springdale, Arkansas
72764 until 2:00 p.m. Wednesday, December 19, 2018.

Bids must be submitted on this form, with attachments as appropriate, on or before the
date and time specified for bid opening. If this form is not used, the bid may be rejected.
The bid must be typed or printed in ink and signed in ink. Unsigned bids will be
disqualified. The person signing the bid should show title or authority to bind his/her firm
in this contract. Bid prices must remain firm for consideration and acceptance for thirty
days from the bid opening date.

**BIDS MAY NOT BE FAXED. SEALED BIDS WILL BE ACCEPTED FOR THE ABOVE
STATED PURCHASING AGENCIES ONLY UNTIL THE DATE AND TIME SPECIFIED
ABOVE AT THE SPECIFIED LOCATION. THE BID ENVELOPE MUST BE SEALED
AND SHOULD BE PROPERLY MARKED WITH "PROTECTIVE CLOTHING BID" AND
THE BIDDER'S NAME AND RETURN ADDRESS.**

BID/CONTRACT RULES and PERIOD:

Bid prices are firm for the life of the contract with the following price escalation rules.
The contract is for a three (3) year term beginning on January 1, 2019 and ending on
December 31, 2021. Bid contract is for firm pricing on a calendar year (January to
December) basis. The initial bid price will be fixed for the period from January 1, 2019
until December 31, 2019. Price increases will be allowed based on the Consumer Price
Index for each preceding calendar year for purchases ordered in 2020 and 2021.
Northern Safety CANNOT AGREE to this due to unknown escalating materials costs
from materials manufacturers. Please see attached EXCEPTIONS PAGE.

A contract award will be issued to the successful bidder. The contract results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is only authorized after the authorized purchasing agency provides confirmation to the successful bidder in accordance with each purchasing agencies purchasing procedures.

ESTIMATED QUANTITIES:

The purchasing agencies anticipate combined purchase quantities of fifty (50) units each (Coats and Pants) per calendar year during the contract period. Actual order quantities may be more or less than the estimated quantity. Quantities stated are estimates only, and are not guaranteed.

ANTICIPATION TO AWARD BID/CONTRACT:

This Invitation for Bid will be awarded to the lowest responsive, responsible bidder that meets all specifications and requirements stated herein for the life of the contract.

The purchasing agencies anticipate award of the contract within thirty (30) days following bid opening.

STANDARD TERMS AND CONDITIONS:

ACCEPTANCE AND REJECTION: The purchasing agencies reserve the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the agencies.

BRAND NAME REFERENCES: Bids on brands of like nature and quality will be considered. Bids must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The purchasing agencies reserve the right to determine whether offered brands are equivalent and meet the standards of the items specified, and the purchasing agencies may require the bidder to supply additional descriptive material.

DEFAULT: All products furnished will be subject to inspection and acceptance of the purchasing agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the purchasing agency to cancel the contract.

INVOICING: An itemized invoice addressed to the purchasing agency reflecting the agency's individual purchase confirmation, item description, quantity, unit price, and total price including applicable sales tax is required. Payment to the vendor by the purchasing agency will be made within 30 days following delivery, acceptance and invoicing in accordance with these specifications.

DELIVERY (FOB DESTINATION, FREIGHT PAID):

Delivery is required within forty-five (45) calendar days after receipt of order. "Calendar days" shall be defined as Monday through Sunday of each week inclusive of all official Federal holidays. All transportation expenses for delivery of the finished product will be the responsibility of the contractor.

Extended (Alternate) delivery days may be considered when in the best interest of the purchasing agencies.

If delivery guaranty of forty-five (45) days cannot be met by the bidder, the bidder must state the number of days required to place the product in the ordering agencies designated location. **Failure to state the delivery days obligates the bidder to complete delivery within forty-five (45) calendar days after receipt of order.**

If the bidder desires to submit an alternate delivery period, the bidder shall insert the number of working days required by the bidder for the delivery of stated product in the blank below.

ALTERNATE DELIVERY: _____ working days after receipt of order for delivery to designated location.

DELIVERY LOCATIONS:

Fayetteville, Arkansas Fire Department;
Springdale, Arkansas Fire Department;
Bentonville, Arkansas Fire Department;
Siloam Springs, Arkansas Fire Department;
Other fire departments within Benton, Carroll, Madison, and
Washington Counties, Arkansas

LIQUIDATED DAMAGES OR PENALTY:

All products furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications constitutes breach of contract and liquidated damages may be imposed by the purchasing agencies.

Liquidated damages imposed by a purchasing agency against the bidder for failure to meet the agreed upon delivery schedule will be one percent (1%) of the invoice amount of the applicable order for each working day beyond the specified delivery time. The bidder shall be relieved of delays due to causes beyond their control such as acts of God, national emergency, strikes, or fire. The bidder must notify in writing, on a timely basis, the purchasing agency of such developments stating reason, justification and extent of delay.

MANUFACTURER AUTHORIZED REPAIR CENTER:

Bidders must provide valid proof of the availability of a factory approved repair/refurbishment center for the timely repair and refurbishment of damaged and or worn products purchased pursuant to this contract. Bidder must provide written guaranty of working days required (barring severe or otherwise unusual circumstances) to complete repair or refurbishment of product.

REPAIR/REFURBISHMENT TIME: Bidder guaranties they will repair or refurbish products purchased under this contract in 15 working days after receipt of order including return delivery to the purchasing agency.

DETAILED ITEM SPECIFICATIONS:

The minimum requirements of this specification are as defined by NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting, 2018 Edition (hereinafter referred to as NFPA 1971, except in the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Workmanship and material shall be first quality throughout. **All exceptions to specifications must be clearly identified within the bid.** In the absence of comment to a specific point, the bidder is required to furnish a wholly compliant garment. Blanket exception(s) are not allowed.

Does your bid comply with all aspects of this section? Yes X No

The bidder must certify that the products proposed in this bid meet or exceed all requirements of NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI), as third party certification as prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory may fulfill this requirement.

Labels shall be permanently and integrally printed onto materials that meet the requirements for labels of NFPA 1971. The product shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner. Each separable layer shall be labeled with the FEMSA-style DANGER label in an obvious location.

Does your bid comply with all aspects of this section? Yes X No

Pattern tailoring to custom-fit individual department members is mandatory. Individual personnel sizing shall be performed for each and every item ordered. Sizing must be performed by a factory trained measurement specialist taking actual measurements of the firefighter. Sizing measurements shall be taken at the local purchasing agency's location under a schedule mutually agreed upon between the successful bidder and the purchasing agency. No generic sizing such as Small-Medium-Large-Extra Large will be allowed.

Does your bid comply with all aspects of this section? Yes X No

In order to insure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets and Pants shall be available in all sizes and dimensions as follows:

Pants:

Gender:
Waist:

Gender specific Men's and Women's patterns
Even sizes

Inseam: Even sizes

Coats:

Gender: Gender specific Men's and Women's patterns will be available.

Chest: Even sizes

Back Length: Men's 29", 32", 35", 40"
Women's 26", 29"

Body Shape: Men's: Straight and Tapered Note: The straight cut offers more fullness at the hips (i.e. jacket sweep) and is recommended when an IH Ready trouser is being specified.

Women's: Straight Sleeve: 1" increments

Coats and Pants available in only one standard shape will not be acceptable.

Does your bid comply with all aspects of this section? Yes X No

All linings, including thermal linings and moisture barriers, shall be tailor-graded to fit within the overall garment composite of all layers without causing bunching or binding when the garment is worn.

Does your bid comply with all aspects of this section? Yes X No

All thread used in seams shall be Nomex® of minimum Tex size T-70.

Does your bid comply with all aspects of this section? Yes X No

All moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971 Liquid Penetration Resistance Test.

Does your bid comply with all aspects of this section? Yes X No

All pockets shall be reinforced with an extra layer of NFPA-certified outer shell, moisture barrier, or other NFPA-certified reinforcement material. The exact location of the reinforcements shall be identified at the time of order by the purchasing agency. All pockets shall have a means to drain water and shall have means of closure. All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches wide, with a flap, or with snaps. The specific placement of the closure system shall be declared at the time of order. 3-Dimensional pocketing shall feature the same construction details as the coats and pants.

Does your bid comply with all aspects of this section? Yes X No

All garment stress points shall be reinforced, rivets are not acceptable.

Does your bid comply with all aspects of this section? Yes X No

Reinforcements shall be provided at cuffs and pockets and shall meet the requirements of NFPA 1971.

THERMAL PROTECTIVE PERFORMANCE

All thermal liner or thermal enhancing materials used in the garments shall meet the following criteria after a 500° Fahrenheit oven test:

- 1) Material shall remain intact and flexible
- 2) No portion of the material shall crack, crumble or flake

Does your bid comply with all aspects of this section? Yes X No

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

Does your bid comply with all aspects of this section? Yes X No

The following standards in their active versions on the date of invitation for bid shall form a part of this specification to the extent specified herein.

ASTM D 6193-97 Standard Practice for Stitches and Seams

NFPA 1500, 2018 Edition Standard on Fire Department Occupational Safety and Health Program

NFPA 1851, 2014 Edition Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles

NFPA 1971, 2018 Edition Standard on Protective Ensemble for Structural Fire Fighting

Does your bid comply with all aspects of this section? Yes X No

The coat composite (all three layers) shall not gap when the firefighter is bending, crawling or climbing. Gapping shall be determined as defined by NFPA 1500 with both arms fully overhead and wearer bending to rear, sides and front. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with standard height pants.

Does your bid comply with all aspects of this section? Yes X No

Coats shall feature a tailored three-piece body, one-piece back construction throughout the outer shell, moisture barrier and thermal liner layers. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and the left front

body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.

Does your bid comply with all aspects of this section? Yes X No

Coats shall supply an NFPA required and certified Drag Rescue Device. The device shall be designed to fit each individual's chest size. Each strap will be properly labeled with DANGER labels that include what chest size the Rescue Strap is designed to fit along with instructions for care and installation/removal of the Rescue Strap.

The grab handle shall be positioned at the rear of the upper torso where it will be covered by an outer shell tunnel.

Does your bid comply with all aspects of this section? Yes X No

The sleeves shall be of a two piece construction with an upper and a lower sleeve and contoured to follow the natural shape of the arm at rest. Both the under and upper sleeves shall be graded in proportion to the chest size.

Does your bid comply with all aspects of this section? Yes No X
Please see attached Exceptions Sheet

Coats shall be equipped with Nomex® knit wristlets with thumb loop not less than 4 inches in length and of double thickness. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey. The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

Does your bid comply with all aspects of this section? Yes No X But does
meet intent

Please see attached Exceptions Sheet

Coats shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 3 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier

material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of 3/4" beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

Does your bid comply with all aspects of this section? Yes X No _____

Coats outer shell materials shall be of 7.5 oz. Safety Components "PBI Max" fabric or TenCate "Kombat Flex" fabric.

Coats thermal lining materials shall be of 7.4 oz. calendared 100% spun IsoDri Glide 2L AraFlow K6 or equivalent.

Coats moisture barriers shall be of 5.0 oz; Crosstech Black material.

Does your bid comply with all aspects of this section? Yes X No _____

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 3/4 inch wide FR Velcro® fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar. This opening shall run the full length of the collar for the purpose of inspecting the inner surfaces of the jacket liner system. The remainder of the thermal liner/moisture barrier shall be secured with a minimum of four snap fasteners appropriately spaced on each jacket facing and four Ara-Shield® snap fasteners at each sleeve end. The outside perimeter of the moisture barrier and thermal liner layers shall be bound together along the side and bottom edges with a bias-cut neoprene coated cotton/polyester binding for a finished appearance that prevents fraying and wicking of contaminants. Stitching used to secure the thermal liner and moisture barrier in place of the neoprene shall not be considered, since stitching is not able to provide the same level of abrasion resistance.

Does your bid comply with all aspects of this section? Yes _____ No X But does meet intent

Please see attached Exceptions Sheet

Coats shall be provided with additional optional specifications listed below:

Liner Inspection Port	Yes <u>X</u> No _____
Detachable Liner	Yes <u>X</u> No _____
Liner Label Pocket	Yes <u>X</u> No _____
Nomex-Tabbed long wristlets	Yes <u>X</u> No _____

Scotchlite Trim, Lime 2-Tone, "Project Fires" Yes X No

Back Patch with 3" sewn letters -lime Scotchlite
(Department Specification Vary – See Department Options Page)
Yes X No

Hanging Letter Patch with - Avg.7 Letters - 3" sewn letters -lime Scotchlite; 2" Letters to
may be used if necessary to fit (Removable Name Plate – 1st initial with "period", Last
Name. Panel shall be drop down tail with snap and Velcro attachment.)
Yes X No

2" Velcro/Zipper Coat Closure
Yes X No

Thermal Enhancements (Over Shoulders, Across Back, Wrist to Elbow)
Yes X No

Coat sleeve cuffs –"Dragon Hide" or equivalent
Yes X No

Shoulder top outer reinforcement - "Dragon Hide" or equivalent.
Yes No X

Please see attached Exceptions Sheet

Sleeve reinforcement at elbow – "Dragon Hide" or equivalent.
Yes X No

Full Bellows Pockets - PBI Max or equivalent - Bronze - 2" X 8" X8" Pocket closures
shall be of lay flat flaps with hook and loop Velcro fabric.
Yes X No

One tool pouch constructed of Kevlar in one coat pocket. Side to be determined by
agency
Yes X No

Does your bid comply with **all** aspects of this section? Yes X No

PANTS

The pant shall be available in even size waist measurements of two inch increments and
shall be available in a range of sizes from 24 to 68. The pant inseam measurement shall
be available in two inch increments. Generalized sizing, such as small, medium, large,
etc., will not be considered acceptable. Sizing specifically for women shall also be
available.

Does your bid comply with all aspects of this section? Yes X No _____
Available in 1" increments

The pants shall be ladder belt capable to include sufficient belt loops to support rescue operations. Belts will be purchased individually and are not to be included in this bid. However, all pants shall be manufactured to allow for use of rescue belt.

Does your bid comply with all aspects of this section? Yes X No _____

Pants fly closures shall consist of zipper, outer flap with Velcro, and Nomex belt w/ evenly spaced outer shell belt loops.

Does your bid comply with all aspects of this section? Yes X No _____

The pants shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk.

Does your bid comply with all aspects of this section? Yes X No _____

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

Does your bid comply with all aspects of this section? Yes X No _____

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

Does your bid comply with all aspects of this section? Yes X No _____

On the inside waistband shall be attachments for the standard "H" style or "V" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends. Manufacturing style may vary so long as intended result is met.

Does your bid comply with all aspects of this section? Yes X No _____

The outer shell of the pant shall wrap over thermal lining and moisture barrier at the waist, in order to minimize unsnapping of liner during donning process. OR The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement. The aramid/Neoprene waistband shall be cut on the bias to allow the waistband to stretch for unrestricted movement and increased comfort. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner.

The liner system of the pant shall incorporate a full length opening along the entire waistline for ease in inspecting the inner layers as well as performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape, and joined together with a snap at the center back. There shall be a minimum of 4 snap tabs sewn to the underside of the waistband, with corresponding snaps in the moisture barrier layer to secure the barrier to the shell. The pant thermal layer shall snap directly to the waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

Does your bid comply with all aspects of this section? Yes X No

Pant outer shell materials shall be of 7.5 oz. Safety Components "PBI Max" fabric or TenCate "Kombat Flex" fabric.

Pant thermal lining materials shall be of 7.4 oz. calendared 100% spun IsoDri Glide 2L AraFlow K6 or equivalent.

Pant moisture barriers shall be of 5.0 oz; Crosstech Black material.

Does your bid comply with all aspects of this section? Yes X No

Pants shall be provided with additional optional specifications listed below:

Liner Inspection Port Yes X No

Detachable Liner Yes X No

3" Cuff trim -Lime 2-Tone Scotchlite Yes X No

Angled Cuffs - Pants Cuffs trim – "Dragon Hide" or equivalent
Yes X No

Pant leg and knees – Integral knee pads built into liners. Padding to include dual layer closed cell foam and single layer silicone pad sewn into liners. Knee exterior pant surface shall be protected by "Dragon Hide" or equivalent.

Yes ☒ No ☐

Large Bellows Pockets -Pants - PBI Max or equivalent - 10" x 10" x 2" lined with Kevlar.

Yes ☒ No ☐

One tool pouch constructed of Kevlar in one pant pocket. Side to be determined by agency

Yes ☒ No ☐

Snap Style Suspender Attachment

Yes ☒ No ☐

Suspenders with Snap Attach and Quick Adjust Installed

Yes ☒ No ☐

Both coat and pants have cancer prevention initiatives?

Yes ☒ No ☐

Not Quoted in this bid but are available at an additional cost.

Please describe in detail the cancer prevention initiatives below.

A layered barrier with an elasticized band which helps reduce particulate ingress at the coat/pant interface. This package can also be retrofitted to your current Morning Pride Tails coat. No additional steps needed to don the coat with the barrier in place. Extended Elasticized Moisture Barrier and wrist shields together with the double knit wristlet continuous waterwell system help block particulates at the coat/glove interface.

The following **Department Specific Options** must be incorporated into the bidder's price entered on Page One of this Bid Invitation:

Springdale Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products, or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "SPRINGDALE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x 3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Lanyard Flashlight Clip of PBI Max or equivalent, Bronze in color to accommodate "Survivor " 90° flashlight located on right chest.

Does your bid comply with all aspects of this section? Yes X No

Bentonville Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products, or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "BENTONVILLE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Lanyard Flashlight Clip of PBI Max or equivalent, Bronze in color to accommodate "Big Ed" 90° style flashlight and located on right chest.

Does your bid comply with all aspects of this section? Yes X No

Fayetteville Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "FAYETTEVILLE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Flashlight Clip w/Velcro on Strap of PBI Max or equivalent, Bronze in color to accommodate "Survivor" 90° flashlight located on right chest.

Yes X

Siloam Springs Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "SILOAM SPRINGS FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Flashlight Clip w/Velcro on Strap of PBI Max or equivalent, Bronze in color to accommodate "Survivor" 90° flashlight located on right chest.

Yes X

SUBSTITUTION OF BRAND:

No substitutions of brand under this contract after award. Any delivery of unauthorized substitutions will be considered contract default.

GUARANTY:

All items delivered shall be newly manufactured and in first-class condition. The bidder hereby guarantees that items furnished hereunder will be free from defects in design, workmanship and material. The bidder also guarantees that all applicable laws will be complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

ASSIGNMENT:

The contract entered into pursuant to this invitation for bid is not assignable, nor the duties herein delegable by either party without the written consent of the other party of the contract.

DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin.

BIDDER'S CONTACT INFORMATION

COMPANY NAME	<u>Northern Safety Inc.</u>
STREET ADDRESS	<u>5514 South 94th East Avenue</u>
CITY	<u>Tulsa</u>
STATE and ZIP CODE	<u>Oklahoma, 74145</u>
PHONE NUMBER	<u>800-256-1002</u>

AUTHORIZED AGENT OF BIDDER SIGNATURE AND TITLE

[Redacted Signature]

Signature

VP of Operations and Sales North West Region

Title

EXCEPTIONS

BID/CONTRACT RULES and PERIOD

Price increases will not exceed 5% per year. Northern Safety Corporate will not agree to increases based on CPI.

WRISTLET/SLEEVE WELLS

Morning Pride Tails utilizes a double knit wristlet continuous waterwell system made of the moisture barrier specified, in this case Crosstech Black, which channels water out of the coat without accumulating inside of a non-breathable neoprene sleeve well. Our elastic sleeve end also protects against particulates far better than other designs in the market.

THERMAL LINER/MOISTURE BARRIER FASTENER

Morning Pride Tails utilizes heavy-duty quarter-turn snaps to secure the Thermal Liner/Moister Barrier to the outer shell. Snaps run the full run of the coat. We do not offer 5/8" Velcro on our garments.

SHOULDER REINFORCEMENT

Morning Pride integrates a 2" dropped shoulder seam to eliminate abrasion. We recommend not using a shoulder reinforcement as it negates the breath ability of our dead-air panels.

KNEE REINFORCEMENTS

We are bidding and plan on testing the removable Biflex Knee which offers 5 Layers of our X9 padding in the center which improves in loft and protection after laundering and has proven durability. It is our experience that silicone develops a memory and tears easily but if silicone is an absolute necessity we will offer at the same price.

SLEEVES

Morning Pride Tails utilizes Hydraulic Butterfly sleeve patterning having built-in underarm bellow with 85-degree Lift Up Release Action to minimize coat hem rise. Sleeve attachment shall minimize shoulder lift and allow a full 360 degrees freedom of movement. Coat hem rise with overhead reach of both arms not to exceed 4-inch (10.2-cm) maximal extension on properly fitted garments. Shell-and-liner retraction at the cuff shall not exceed 1 inch (2.5 cm) when both arms are raised overhead. This helps eliminate wrist exposure.

Cancer Package

A layered barrier with an elasticized band which helps reduce particulate ingress at the coat/pant interface. This package can also be retrofitted to your current Morning Pride Tails coat. No additional steps needed to don the coat with the barrier in place. Extended Elasticized Moisture Barrier and wrist shields together with the double knit wristlet continuous waterwell system help block particulates at the coat/glove interface.

Honeywell Internal



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	IFB-19-11
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 12, 2019

Submitted by:

Bart Mahony

Department

Pub Works Maint

Phone

271-5945

ACTION REQUIRED:

Staff recommends City Council award IFB-19-11 to Summit Lawn & Landscape for the weekly finish mowing of city facilities in an amount not to exceed \$45,000.00. This is a 2019 budgeted item. This agreement may be extended up to 3 years upon mutual agreement of both parties.

COST TO CITY:

Cost of this Request: \$45,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	45,000
Funds Expended to Date		
Remaining Budget		45,000
Budget Adjustment		-
Remaining After Adjustment	\$	45,000

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





MEMO

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN
FROM: BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER
SUBJECT: BID AWARD TO SUMMIT LAWN & LANDSCAPE FOR FACILITY FINISH MOWING
DATE: FEBRUARY 25, 2019
CC: MIKE BENDER

Staff recommends City Council award Bid No IFB-19-11 to Summit Lawn & Landscape for weekly finish mowing of city facilities in an amount not to exceed \$45,000. The city received three bids, Summit Lawn & Landscape (\$1075 weekly) Precision Lawns (\$1500 weekly) Peterson Lawn Service (\$2435 weekly). Summit Landscape provided the lowest responsible bid. Bids are based on a weekly mowing cycle cost including a complete mowing/trimming, edging and debris collection/removal.

The attached bid specifications include city facility locations covered by this bid. In general these locations are all city facilities with the exception of the Public Works Municipal Facility and the Bentonville Community Center. This contract will relieve City personnel from additional mowing responsibilities and allow for the savings of over 100 man hours per week to be re-directed to other responsibilities greatly reducing the need for additional maintenance personnel in the future.

2019 is the first year for this contract and may be renewed annually up to 3 consecutive years upon mutual agreement of both parties and Council allocating the funds.

Thank you for your consideration of this request.

27-26
cycles

Notice to Bidders
FACILITY FINISH MOWING

IFB-19-11

The City of Bentonville is accepting formal bids from qualified mowing businesses or individuals for facility finish mowing services. Interested parties can obtain the required bid packet or submit questions by emailing purchasing@bentonvillear.com, calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 1:00 P.M., Wednesday, February 20, 2019, at the Purchasing Office on the first floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late submittals will not be accepted.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

INVITATION FOR BID
IFB-19-11

Date of Issuance: **January 27, 2019**

Bid Number: **IFB-19-11**

Mandatory Pre-Bid Meeting: February 6, 2019 at 10:00 A.M (address below).

Bid Opening Date: **February 20, 2019**

Bid Opening Time **1:00 P.M.**

Questions regarding this bid should be directed to the Purchasing Department at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., February 15, 2019.

Mandatory Pre-Bid Meeting Address: 3200 SW Municipal Drive (2nd floor conference room)

During the Pre-Bid meeting, Bidders will have an opportunity to schedule ride-along appointments with the City's Public Works Department. Ride along appointments will consist of driving by locations where services are to be performed with a City staff member, to allow the Bidders to become familiar with areas to be maintained.

Mandatory Pre-Bid Meeting Date and Time: February 6, 2019 at 10:00 A.M.

All bids received from entities which did not attend the Mandatory Pre-Bid Meeting will be rejected.

All bids must be received by the Purchasing Department prior to **1:00 P.M., February 20, 2019** in a sealed envelope, clearly marked on the outside with **BID # IFB-19-11**. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, first floor, Purchasing Department, 117 West Central Ave Bentonville, AR 72712.

Pre-bid consultation for this invitation will not be held at the Purchasing Department, please review pre-bid information above

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM: <i>Summit Lawn and Landscape</i>	PHONE NUMBER: <i>479 621 3423</i>	FAX NUMBER: _____
BUSINESS ADDRESS, STREETS: <i>[REDACTED]</i>	CITY: <i>RODGERS</i>	STATE: <i>AR</i>
		ZIP <i>72754</i>
PRINTED OR TYPED NAME: <i>ROY LOUIELL</i>	DATE: <i>2-18-19</i>	TITLE: <i>OPERATION MANAGER</i>

ARKANSAS SALES OR USE TAX NUMBER: _____

STATE CONTRACTORS LICENSE NUMBER: _____

Federal Tax ID *27-4456298*

1

INTENT

The intent of this Invitation for Bid is to for weekly cycles of facility finish mowing services at the various City facility locations defined herein for the City of Bentonville, Arkansas. The awarded Bidder will be required to sign a binding contract.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- IFB document, all response fields complete.
- \$500.00 Bid Guarantee: As defined in the 'BID GUARANTEE' section of this Invitation for Bid.
- Letter of Intent to provide insurance: All bids must contain a Letter of Intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the company submitting a bid pursuant to the terms herein and of any contract resulting from this Invitation for Bid.

All pricing must be entered on pricing sheet ("no bid" is an acceptable entry).

BID GUARANTEE

All bids must be accompanied by a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of **five hundred dollars (\$500.00)**, payable without condition to the City of Bentonville. Personal checks and company checks are NOT acceptable as a bid guarantee.

Bids received that do not include a bid guarantee, as specified in this Invitation for Bid, will be rejected.

CONTRACT TERM:

The term for the awarded contract will be one (1) year, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

SCOPE

Bidder agrees to furnish all labor and equipment necessary to perform weekly cycles of facility finish mowing services.

Each cycle will include all services that are industry standard when performing facility finish mowing, including but not limited to edging grass, weed-eating, and blowing off debris or clippings from sidewalks to present a finished appearance at the conclusion of each mowing.

The City reserves the right to inspect any and all equipment to be used by the awarded Bidder prior to beginning services to ensure that the equipment is suitable to perform the services as described herein.

Bidder and the City agree that certain weather and growth related circumstances may require the mowing cycles to be delayed. Examples of such circumstances would be inclement weather and below average growth periods or seasons. Any delays or scheduling changes shall be communicated in writing between the City and the awarded Bidder. The City shall have the final determination of when grounds are able to be mowed or when the cycle requires rescheduling.

DELIVERY

The City of Bentonville requests that the facility finish mowing services begin within two (2) weeks from the Notice of Award. If this schedule cannot be met, Bidder must state the date that Bidder is available to begin services. Failure to state a date of availability obligates the Bidder to begin services within the City's requested timeline. Extended service start dates may be considered when in the best interest of the City.

Estimated date for presentation to City Council: March 12, 2019

Estimated Notice of Award Date: March 13, 2019

(These dates are tentative and may change)

Date available to begin services: MARCH 15 2019

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

INSURANCE

All bids must contain a Letter of Intent (LOI) from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the company submitting a bid.

The awarded Bidder will be required to provide the following Certificates of Insurance prior to beginning services for the City:

- Workers Compensation: As required by the State of Arkansas
- Comprehensive General Liability (Broad Form) in amounts to be specified by the City prior to signing the contract.

INVOICING

Bidder shall provide an invoice to the City's Accounts Payable office monthly upon the conclusion of each month's weekly mowing cycles.

**City of Bentonville
ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712**

Invoices submitted on time and to the correct address will be paid within 14 days of receipt.

PAYMENT TERMS

Net 30 days



Other: _____

Registered with the Secretary of State's Office to Conduct Business in the State of Arkansas:

X Yes ___ No

Contractor/Vendor Disclosure

Company Name: Summit Lawn and Landscape

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

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 in 30 days of change of circumstance.** ra Initials

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT**

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than hand delivered.

2. **DEFINITIONS (AS USED HEREIN):**

- a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$20,000 and over. The acronym "IFB" means Invitation for Bid.
- b. The term "bid" means the offer by the bidder.
- c. The term "bidder" means the person or organization responding to the solicitation.
- d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
- e. The term "change order" means a written order from the Purchasing department directing the contractor to make changes to a contract.
- f. The term "City" means the City of Bentonville, Arkansas.
- g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

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

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

The bidder must state a definite time for delivery of supplies or performance of services.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.
5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening or within two (2) business days of notification from the City with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. 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.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.

6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable office, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.
- The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.
- The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.
- Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.
- In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply.
- No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Assistant Finance Director of the City.
13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
 1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.

PRICING SHEET

Bid prices shall include all costs, including but not limited to: tax and delivery fees to the City of Bentonville, Arkansas. The City of Bentonville tax rate is 9.5%. All locations are located within the City of Bentonville, Arkansas.

The Bid Award will be made based on the most responsible and lowest Total Bid Price. The Total Bid Price will be the sum of the weekly cost for all locations, and is intended only for the City's use in the comparison of bids.

The awarded Bidder will only be compensated for completed mowing cycles at each location.

<u>Location Name and Address</u>	<u>Weekly (Unit) Cost</u>
Fire Station #1 800 SW A Street	Weekly \$ <u>65⁰⁰</u>
Fire Station #2 1601 SE Moberly Lane	Weekly \$ <u>45⁰⁰</u>
Fire Station #3 907 NW 13 th Street	Weekly \$ <u>45⁰⁰</u>
Fire Station #4 900 NE McCollum Road	Weekly \$ <u>50⁰⁰</u>
Fire Station #5 800 SW Elm Tree Road	Weekly \$ <u>65⁰⁰</u>
Fire Station #6 3312 SW I Street	Weekly \$ <u>65⁰⁰</u>
Police Station 908 SE 14 th Street	Weekly \$ <u>125⁰⁰</u>
Community Development 305 SW A Street	Weekly \$ <u>75⁰⁰</u>
Library 405 S Main Street	Weekly \$ <u>150⁰⁰</u>

PRICING SHEET CONTINUED

District Court
2706 S Walton

Weekly \$ 55⁰⁰

Municipal Airport
2500 Aviation Street

Weekly \$ 55⁰⁰

Municipal Airport
West Side Hangars

Weekly \$ 65⁰⁰

Wastewater Lift Station
3608 Riviera Drive

Weekly \$ 40⁰⁰

Wastewater Facility
1901 NE A Street

Weekly \$ 45⁰⁰

Parks Downtown Activity Center
215 SW "A" Street

Weekly \$ 55⁰⁰

Compost Facility
2000 NW "A" Street

Weekly \$ 30⁰⁰

Police Special Services
801 SW "A" Street

Weekly \$ 45⁰⁰

TOTAL BID PRICE: \$ 1075.⁰⁰

The sum of the weekly prices for all locations. This total is used for bid comparison purposes only.



OFFICIAL BID TABULATION:
FACILITY FINISH MOWING
IFB-19-11

BID OPENING:
FEBRUARY 20, 2019
1:00 P.M.

BIDDER NAME	TOTAL BID PRICE	
SUMMIT LAWN & LANDSCAPE	\$	1,075.00
PRECISION LAWNS	\$	1,500.00
PETERSEN LAWN SERVICE	\$	2,435.00



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 12, 2019

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Approve ordinance amending pay plan to add the position of "Turf Maintenance Specialist", Grade 20, in the Parks Maintenance Department. This position will be staffed through the reclassification of one (1) Parks Maintenance Worker III, Grade 16, position. With the increased use of our existing parks facilities and the continual development of new parks spaces, the need for a trained, certified turf maintenance specialist has become critical. In the past we have had the opportunity to utilize a trained, certified employee in the Parks Maintenance Worker grade to fill this position. At the time we realized that this was just a fortunate circumstance. That employee has since left the Parks Maintenance department to take a bonafide turf maintenance position with considerably higher pay than we could offer. Over the past 3-4 months, we have been unable to find a replacement within the Parks Maintenance Worker pay grades - primarily due to the pay available being too low. Since this is a critical position for the Parks Maintenance department and we are coming into the "prime time" for turf maintenance, we need to be able to attract a candidate with these skills and credentials. There are NO additional budget adjustments needed to affect this change. Attracting and hiring an employee to fill this position would be significantly cheaper than trying to outsource the City's turf maintenance efforts.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

**AN ORDINANCE ADDING A POSITION TO THE PAY
PLAN FOR THE CITY OF BENTONVILLE, ARKANSAS.**

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

Section 1: That the position of "Turf Maintenance Specialist" Grade 20 should be
and the same is hereby added to the City of Bentonville Pay Plan.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 12, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Arkansas United States Sports Speciality Association for the service of providing soccer officials for Parks and Recreation and waiving the requirement for competitive bidding.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID			
Date	<u>2/26/2019</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Arkansas United States Sports Speiality Association</u> <u></u> <u></u>		
Amount:	Base Amount:	\$	<u>48,998.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>48,998.00</u>
* List all other costs: 			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation utilizes Arkansas United States Sports Speciality Association (USSSA) to schedule and pay individual soccer officials directly for our recreational leagues. USSSA invoices Parks and Recreation for these payments making this a much more efficient process. Parks and Recreation soccer leagues are sanctioned by USSSA, which is the sole provider in our area for this service.			
_____ Department Head		_____ Director of Finance & Administration	
Revised 6-18-99			

Memo



To: City Council, Mayor Orman
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: February 27, 2019
Re: USSSA- Soccer Referee Provider

Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Arkansas United States Sports Specialty Association (USSSA) for providing soccer referees for recreational soccer.

Parks and Recreation utilizes a provider for soccer referees for recreational soccer league play. The provider recruits, trains, schedules, and pays the referees and will invoice BPR for the referee services. Utilizing this provider reduces the amount of individual contractors Parks and Recreation needs and creates one point of contact, which makes this process much more efficient.

The agreement attached, allows Parks and Recreation to enter into a contract with Arkansas United States Sports Specialty Association for the service of providing soccer referees for recreational league play. Due to the demand and number of soccer participants in this program, the amount of games that need to be officiated is extremely high. Parks and Recreation is anticipating USSSA paying \$48,998 for the service of providing soccer referee. This expense is fully recovered through registration fees.

If you have any questions regarding this item, please let me know. Please call me at 464.7275, or email lfarmer@bentonvillear.com.

Attachments:

Soccer Referee Provider Agreement



Memorandum of Understanding

To: Mike Schmidt, Arkansas United States Sports Specialty Association

From: David Wright, Bentonville Parks and Recreation

Date: January 25, 2019

Re: Partnership for providing soccer officials for Bentonville Parks and Recreation soccer programs.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between the Arkansas United States Sports Specialty Association (USSSA) and Bentonville Parks and Recreation (BPR) for youth soccer programs operated at Bentonville municipal parks in 2019.

1. The term for this Memorandum of Understanding shall be one (1) year, beginning on _____(month)_____(day),20____.
2. BPR is responsible for managing youth soccer programs, including but not limited to the leagues and tournaments for citizens of Bentonville.
3. BPR will create marketing and registration material for recreational leagues and tournaments, allowing for input from USSSA where it pertains to official's and participant's needs.
4. BPR will create all schedules for games and tournaments for the soccer programs, allowing for input from USSSA where it pertains to official's and participant's needs.
5. USSSA will be responsible for providing officials for soccer events located in Bentonville public parks.
6. USSSA understands that they, nor any of their employees, officials or contractors are employees of the City of Bentonville. USSSA is solely responsible for their personnel, including the recruiting, training, evaluation, scheduling and payment of officials for all BPR soccer programs.
7. Officials provided by USSSA will be expected to contact BPR for questions regarding the program, assigning, or any other relevant information to successfully officiating the games.

8. USSSA will ensure that all officials are sanctioned by the appropriate governing body and have insurance that includes, but is not limited to liability and Worker's Compensation insurance.
9. For the purpose of defining "seasons" in this Memorandum of Understanding, fall and spring seasons serve as single, separate seasons.
10. Invoicing:
USSSA shall submit a signed invoice to the remittance address below bi-weekly on Tuesdays, with exact dates to be determined between BPR and USSSA prior to the season start.

Invoice Remittance Address:
City Hall – ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

Invoices submitted on time and to the correct address will be paid within 14 days of receipt.

11. BPR agrees to pay the following rates to USSSA for officials for the 2019 season(s):

Youth Soccer Official(s)

U10 Age Group	1 person crew	\$17.00 / game per official
U12 Age Group	1 person crew	\$20.00 / game per official
Jr High Age Group	1 person crew	\$25.00 / game per official
Adult Games	1 person crew	\$40.00 / game per official
Field Marshal	By request only	\$25.00 / game per marshal

BPR will provide USSSA a detailed list of official's games and pay rate for each game with a total for each official prior to each bi-weekly payment period.

BPR will USSSA \$7,500.00 annually via the sanctioning of players in 2019.

Total anticipated annual payment to USSSA: \$49,998.00

12. In the event that a USSSA official is not able to be present during a game, it is the responsibility of USSSA to provide and train a substitute official. USSSA must notify BPR management of any substitutes in advance for approval from BPR.
13. Not an Agent. It is understood that USSSA is not acting as an agency for BPR and statutory immunity does not extend to USSSA's acts or omission.

14. USSSA may be required to maintain insurance and provide proof of such.
15. Upon time of signing this Memorandum of Understanding, USSSA shall provide BPR with IRS Form W-9.
16. You indemnify and hold harmless the City and all personnel and officials against any liability resulting from your negligent or wrongful acts, failure or breach of law.
17. All USSSA employees or officials providing the services described in this Memorandum of Understanding are required to pass a mandatory background check prior to the start of the season in order to participate. Background checks will be administered by the City of Bentonville.
18. This agreement can be terminated at any time with written notification from the Parks and Recreation Director or the USSSA Director.
19. USSSA, their employees and officials, are required to display professional etiquette at all times. This Memorandum of Understanding may be voided if any USSSA personnel exhibits behavior that is detrimental to the operation of the department.

Date: _____

Date: 2-28-19

Mayor, City Of Bentonville

President, Arkansas USSSA Sports (Signature)

Mike Schmitt

President, Arkansas USSSA Sports (Name)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS UNITED STATES SPORTS SPECIALTY ASSOCIATION FOR PROVIDING SOCCER OFFICIALS FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with the Arkansas United States Sports Specialty Association for the service of providing soccer officials for the City of Bentonville Parks and Recreation Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this entity is sole provider of this service for sanctioned events in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 12, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance waiving competitive bid and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

COST TO CITY:

Cost of this Request: \$30,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID			
Date	<u>2/25/2019</u>		
Requested by:	<u>David Wright</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u></u> <u></u> <u></u>		
Amount:	Base Amount:	\$	<u>30,000.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>30,000.00</u>
* List all other costs: 			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Agreement is with Downtown Bentonville, Inc. (DBI) for services provided to citizens and visitors of Bentonville. These service include produing major community event that include Farmers Market and First Friday events. DBI is a local, qualified firm who will plan, promote and manage the events for the City at a rate less expensive than managing with City Staff. The cost agreement is \$30,000 per year.			
<u> </u> Department Head		<u> </u> Director of Finance & Administration	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: February 28, 2019
Re: City Council approval of an ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

City Staff is seeking City Council's approval of an ordinance, waiving competitive bidding for services and authorizing the Mayor and City Clerk to enter into an agreement with Downtown Bentonville, Inc (DBI). Duration of the agreement is from January 1, 2019 through December 31, 2019. This fee represents a \$30,000 annual fee.

This agreement, similar to the agreement of previous years, authorizes DBI to produce and charge fees for family friendly, community based events on / around the Downtown Bentonville Square. These events include Farmers Markets, First Fridays, the Art and Culinary Festival, the Lighting of the Square and the Christmas Parade. While the City will support these events, the contract states the responsibility falls on DBI to plan, promote, produce and evaluate these events annually. In addition to these major events, DBI is responsible for creating and maintaining a public calendar of events held on or / the Square. Finally, DBI staff is required to attend the monthly Traffic, Safety and Signage Committee. This allows for further coordination of events, if necessary.

As stated, City of Bentonville Staff provides labor and support for each of these community events. For example, Police and Fire are present and attend to emergencies during each public event. Parks and Recreation Staff provides set up and tear down support, as well as trash control during each event. This contribution is significant to our operating budget, so these services are outlined in the agreement.

Staff members from DBI and the City of Bentonville have thoroughly reviewed the agreement. Both parties have expressed they are satisfied with the agreement and believes it lays a solid foundation for a working relationship for these programs and events.

Many City of Bentonville Staff members contributed to this agreement and agenda item. This contract touches Police, Fire, Parks, Planning and Legal. If you have any questions regarding this item, please email me at dwright@bentonvillear.com. If I cannot answer your question(s), I will forward them to the appropriate department.

Attachments:

Request for Bid Waiver

Agreement for Services with Downtown Bentonville, Inc.

**AGREEMENT FOR
DOWNTOWN BENTONVILLE, INC.
PROGRAM FOR THE
CITY OF BENTONVILLE, AR**

Downtown Bentonville, Inc. (DBI), a not-for-profit entity, shall provide services to the City of Bentonville (City), in exchange for consideration from the City.

This contract outlines the services provided to the City by DBI.

General services will include the development and implementation of strategies and plans for downtown Bentonville and enhancements that will include, but are not limited to, infrastructure, events, marketing, communications, business recruitment and other economic development activities.

Specific services provided by DBI will include:

Event Production, Coordination and Administration

- A. Coordinate master public event calendar and coordinate approval process for all public realm events held on or surrounding the Bentonville Square. This role includes ensuring that proposed events comply with existing laws and regulations and meet with the approval of the City, including the Police Department, the Fire Department, the Parks and Recreation Department, the Street Department, the Community Development Department, the Legal Department and any other department that may be impacted.
- B. Provide a central contact point (via designated employee) for event coordination. Said employee shall also attend all City of Bentonville Traffic Safety and Signage Committee meetings.
- C. Produce and direct the following events for the City of Bentonville on the Bentonville Square:
 - 28 Farmers Market Events;
 - 8 Bentonville First Fridays;
 - the Bentonville Art and Culinary Festival;
 - the Lighting of the Square; and
 - the Christmas Parade.
- D. In addition to these major activities, DBI will also continue to look for means to attract people into the downtown area of Bentonville.

Event Assurances

In order for the City Of Bentonville's Departments to adequately provide assistance and support to DBI public events, DBI shall comply with the following policies:

- A. In addition to the required Traffic Safety and Signage Committee approvals, DBI will provide Bentonville Parks and Recreation, or the appropriate City department, detailed logistical information a minimum of two weeks prior to each event. This information should include, but not limited to, beginning and ending times for said program(s).
- B. City support staff, when needed, will remain on site a maximum of one hour after the scheduled end time (two hours for First Friday events). If time exceeds scheduled end time, DBI is responsible to return public site to normal operating conditions: free of trash, debris, compost and other like materials.
- C. DBI is required to bring the public site back to its normal operating conditions at the conclusion of the event. All staging equipment, barricades, supplies, tents, portable restrooms, etc. must be removed immediately following the event. When an event concludes late in the evening, it may be acceptable to have items removed first thing the following morning.
- D. Any equipment required to be staked cannot be staked into the ground or other permanent structures in the Downtown Square area. Equipment shall be anchored with sandbags, water barrels, buckets, or other like item. Damage occurring from failure to comply with this stipulation will be repaired by the appropriate City Department and billed to DBI to include the costs of supplies and labor.
- E. DBI and event vendors must comply with State of Arkansas Health Department regulations. This prohibits food and drink vendors from utilizing the non-domestic water on the Downtown Square. Please note all water faucets in the Downtown Square are non-domestic.
- F. DBI and vendors must also comply with all applicable laws, regulations and public safety codes including but not limited to the Arkansas Fire Prevention Code and the National Electrical Code.
- G. If DBI or event vendors, require additional electric service beyond the existing installed outlets, they must provide their own power source via generator. This service shall comply with the National Electric Code.
- H. No alcoholic beverages will be sold or consumed in connection with City events or at DBI events on the Square or City property.
- I. DBI shall maintain an Emergency Operations Plan approved by the City of Bentonville.

General Administration

Additionally, DBI shall develop data systems to track process and progress of the DBI programs and initiatives and provide a verbal and written year-end report on downtown economic and event activity to the Bentonville City Council.

In exchange for the services set forth herein, DBI shall be compensated as follows:

- A. DBI shall receive a payment of Thirty Thousand Dollars (\$30,000) per year directly from the City for work as outlined. The length of the contract is from January 1, 2019 to December 31, 2019. DBI shall receive two payments of \$15,000 each for services rendered in 2019, the first will be payable in March 2019 and the second payable in September 2019.
- B. DBI shall also be permitted to charge the following fees from vendors for listed events:
- First Friday Booth: \$75 -For Profit Organization; \$40 -Non Profit Organization
 - First Friday Concessions: \$75, plus 10% of gross sales
 - Farmers Market Booth: \$15 per day, plus 5% of gross sales
 - Farmers Market Concessions: Booth fee, plus 5% of gross sales
- C. DBI shall also be permitted to utilize the Downtown Activity Center as a pickup location for the Bentonville's Online Farmer's Market Thursday's from October thru April

The City may terminate this agreement if it deems necessary and prudent, and, if such termination occurs, the City shall pay a proportional share of the contract based on the date of termination.

Dated this ____ of _____, 20__

James Lawson, Board President
Downtown Bentonville, Inc.

Stephanie Orman, Mayor
City of Bentonville

Andrew Heath, Executive Director
Downtown Bentonville, Inc

Linda Spence, City Clerk
City of Bentonville

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
DOWNTOWN BENTONVILLE INC. FOR EVENT
PRODUCTION AND RELATED SERVICES AND WAIVING
THE REQUIREMENT OF COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Downtown Bentonville Inc. for event production and related services as set forth in the agreement attached hereto as Exhibit A.

Section 2: Because Downtown Bentonville Inc. is uniquely qualified to produce these events due to its mission, its relationship with downtown stakeholders and its working knowledge of producing downtown events, it would be neither practical nor feasible to advertise for competitive bidding, that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
Bid Award	Bid #	IFB-19 - 05
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 12, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Council approval of bid number IFB-19-05 in the amount of \$249,155.00 to All Service Electric for pedestrian crossing improvements on the Bentonville trails network.

COST TO CITY:

Cost of this Request: \$249,155

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: February 25, 2018
Re: Council approval of bid number IFB-19-05 in the amount of \$249,155 to All Service Electric for pedestrian crossing improvements along the Bentonville trails system.

Parks and Recreation Staff is requesting City Council to approve a bid award for \$249,155, to All Service Electric for pedestrian crossing improvements along the Bentonville trails system.

In December 2017, Council authorized the acceptance of a \$2,135,000 grant from the Walton Family Foundation for improvements along the Bentonville Trails system. Although the grant was primarily directed at the Razorback Greenway, it did include a few improvements just off the Greenway. Projects included replacing old bridges and fences, extending safety handrails, painting tunnels, a new parking lot on NE A and a future parking lot at Bella Vista Lake.

This project is for pedestrian crossings at three (3) locations along the network. First, a new pedestrian hybrid beacon and trail crossing will be installed on SE Moberly to provide a safe access to the Moberly Trail to the Members Mark Trail leading to the Razorback Greenway. We use this type of crossing on Central and Rainbow Road. In addition, two (2) Rapid Flashing Beacons (RRFB) will be installed at S Street and 21st Street.

The public bid deadline was February 21, 2019. One eligible bid was submitted. After a review, the design team at Crafton Tull recommended the bid from All Service Electric.

If Council approves the bid award, a project could begin mid-April with a completion date of mid-summer. If you have any questions regarding this item, please contact me at 479.271.6813 or by email at dwright@bentonvillear.com.

Attachments:
Bid Tabulation
Engineer's Recommendation

February 21, 2019

Mr. David Wright, Director
Parks & Recreation
City of Bentonville
215 SW "A" St.
Bentonville, AR 72712

**RE: City Bid # IFB-19-05
Pedestrian Crossing Improvements
CTA No. 18103000**

Dear David,

Bids received during the February 21, 2019 bid opening for the above referenced project are listed below.

All Service Electric	\$ 249,155.00
Engineer's Estimate	\$ 200,000.00

One additional bid arrived late and therefore was not accepted, nor read aloud. The third planholder chose not to submit a bid due to their upcoming workload.

We believe that the low bid of \$249,155.00 given by All Service Electric is reasonable and recommend acceptance of said bid. The complete bid tabulation is attached for your use. If you have any questions prior to the City Council Meeting, please feel free to call at your convenience.

Sincerely,

CRAFTON TULL



Bill Burnett, P.E.

Enclosure (1)

BID TABULATION

JOB: Pedestrian Crossing Improvements
OWNER: City of Bentonville
BID NO.: IFB-19-05
JOB NO.: 18103000
DATE: February 21, 2019



ITEM NO.	DESCRIPTION OF ITEMS	CONTRACT QUANTITY	UNIT	Engineer		All Service Electric	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	Pedestrian Hybrid Beacon & Trail Crossing Enhancements at SE Moberly Lane, Complete	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 210,155.00	\$ 210,155.00
2.0	Rectangular Rapid Flashing Beacon & Trail Crossing Enhancements at SE "S" Street, Complete	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 19,500.00	\$ 19,500.00
3.0	Rectangular Rapid Flashing Beacon & Trail Crossing Enhancements at SE 21st Street, Complete	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 19,500.00	\$ 19,500.00
				Engineer Estimate	\$ 200,000.00	All Service Electric Bid	\$ 249,155.00



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-19-02
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 12, 2019

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Wastewater staff requests City Council award bid number IFB-19-02 for a 2020 Tandem Axel Dump Truck for use at the City Compost Facility to MHC Kenworth/Volvo of Springdale, AR in the amount of \$71,750.00. The low bid was provided by Shipley Motor Equipment Company; however, they did not meet several material items listed in the specifications and their bid was rejected. The second low bid was provided by MHC Kenworth/Volvo. MHC Kenworth/Volvo did not meet all listed specifications either, but Wastewater and Purchasing staff performed a detailed bid review and determined the items included in the MHC Kenworth bid more closely match the needs of the City Compost Facility, specifically a 6-month earlier delivery date, reversing fan, and aluminum cab that the low bidder could not meet. Recommended second low bid is only \$564.00 higher than low bid received. Bid prices do include trade in for existing dump truck. Wastewater budgeted \$115,000.00 for 2019. Documentation is included.

COST TO CITY:

Cost of this Request: \$71,750

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	115,000
Funds Expended to Date		-
Remaining Budget		115,000
Budget Adjustment		-
Remaining After Adjustment	\$	115,000

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Nancy Busen, Wastewater Utilities
CC: Mike Bender
Date: 3/12/2019
RE: Compost Dump Truck Replacement

Wastewater staff requests City Council award bid number IFB-19-02 for a 2020 Tandem Axel Dump Truck for use at the City Compost Facility to MHC Kenworth/Volvo of Springdale, AR in the amount of \$71,750. The low bid was provided by Shipley Motor Equipment Company; however, they did not meet several material items listed in the specifications and their bid was rejected. The second low bid was provided by MHC Kenworth/Volvo. MHC Kenworth/Volvo did not meet all listed specifications either, but Wastewater and Purchasing staff performed a detailed bid review and determined the items included in the MHC Kenworth bid more closely match the needs of the City Compost Facility, specifically a 6-month earlier delivery date, reversing fan, and aluminum cap that the low bidder could not meet. Recommended second low bid is only \$564.00 higher than low bid received. Bid prices do include trade in for existing dump truck. Wastewater budgeted \$115,000.00 for 2019.

Wastewater and Purchasing carefully documented each bidders submitted equipment specifications. MHC Kenworth provides features critical to vehicle longevity and maintenance free performance in the Compost Facility environment, such as:

- **Specified Aluminum Cab** – Corrosion Resistant, necessary in the high humidity atmosphere at compost.
- **Specified Delivery time** – Kenworth delivery date is May 31, 2019. Hino deliver date is November 15, 2019, almost 6 months later. Current truck will need tires and other needed maintenance and repairs that will easily exceed the \$564 difference

between bids. (One replacement tire is more than the difference between the two bids.)

- **Specified 2 batteries 2250CCA** – neither met 2250, Kenworth was closer with 2 @ 2000CCA. Hino was 3 batteries @ 1980CCA (Replacement cost for 2 batteries is more economical.)
- **Specified 13 gallon rectangular DEF tank LH side** - Kenworth exceeded size with a 20.7 gallon round tank LH side. Hino was 7.4 gallons, RH side. (Shape is of less consequence than the size and location of the tank. The Hino tank will have to stop and refill 3 times more often and with more difficulty due to the RT hand fill.)
- **Specified 1,115sq.” aluminum radiator** – Kenworth noted that to supply the reversible fan specified a 1000Sq.” radiator is required. The reversible fan is critical for the dusty environment. Hino quoted no reversible fan. Keeping the radiator clean will extend the life of the vehicle substantially.
- **Specified Telescoping tilt steering** – No telescoping steering on Hino. Drivers of various sizes will need to have absolute control of this vehicle at all times. Driver seat and steering conformation is a safety issue.
- Not specified, but noted in bid by MHC, 24 hour on-site service available.

Bids and bid comparisons are attached.

Thank you for your attention to this request, please contact me with any questions or concerns.



BID TABULATION:
 NEW 2019 MODEL DUMP TRUCK LESS TRADE-IN VALUE
IFB-19-02
BID OPENING:
 JANUARY 24, 2019
 10:00 A.M.

BIDDER NAME	BID COMPLETE	DUMP TRUCK TYPE	TRADE IN VALUE PROVIDED	TOTAL BID PRICE
DOGGETT FREIGHTLINER OF ARKANSAS	YES	FREIGHTLINER 1080SD	\$ 30,000.00	\$ 75,444.00
DOGGETT FREIGHTLINER OF ARKANSAS	YES	FREIGHTLINER M2106	\$ 30,000.00	\$ 72,068.00
MHC KENWORTH VOLVO	YES	KENWORTH T370	\$ 40,000.00	\$ 71,750.00
SUMMIT TRUCK GROUP	YES	HV607 SBA	\$ 18,500.00	\$ 86,403.00
SHIPLEY MOTOR EQUIPMENT COMPANY	YES	SXL8	\$ 35,000.00	\$ 71,186.00
CUSTOM TRUCK ONE SOURCE	YES	FREIGHTLINER M2106	\$ 26,000.00	\$ 88,000.00

BID TABULATION WITH COMPARISON OF SPECIFICATIONS: IFB-19-02 2019 OR NEVER MODEL DUMP TRUCK

Specification	Evaluation Key:		Does not Meet Specs = 2		Exceeds Spec=0		**Lower total signifies greater conformity	
	Delivery Date	Equipment Proposed	Doggett Freightliner - 1	Doggett Freightliner - 2	MHC Kenworth	Summit Truck Group	Shipley Motor Company	Custom Truck One Source
			6/1/2019	6/1/2019	5/31/2019	5/13/2019	11/15/2019	
			Freightliner M2 106	Freightliner 108SD	T370	Muncie CS 24	Muncie CS24/25	Freightliner M2106 6X4
			\$ 72,068.00	\$ 75,444.00	\$ 71,750.00	\$ 86,403.00	\$ 71,186.00	\$ 88,000.00
TOTAL PRICE (DUMP TRUCK LESS TRADE IN VALUE)								
Specification								
The unit shall meet or exceed all applicable federal, state and local transportation regulations.			1	1	1	1	1	1
The unit shall be a current year production model.			0	0	0	1	0	1
The unit shall meet or exceed all applicable O.S.H.A. standards.			1	1	1	1	1	1
Engine & Equipment Specifications								
Engine shall be equipped with a 350HP 1050 lb./ft. at 1200 rpm			1	1	2	1	2	1
Unit shall be equipped with a 2016 Onboard Diagnostics/2010			1	1	1	1	1	1
Air Compressor shall be a minimum of 2.0 CFM			0	0	1	1	1	0
Air cleaner shall be firewall mounted			1	1	1	1	1	1
Unit shall be equipped with a 1,115 square inch aluminum radiator			2	2	2	1	1	1
Unit shall be equipped with electronic variable speed viscous reversible fan drive			2	2	1	1	2	1
Unit shall be equipped with fuel water separator w/sensor and ESOC			1	1	1	1	1	1
Unit shall be equipped with right hand under-cab horizontal exhaust			1	1	1	1	1	2
Unit shall be equipped with a 12V 160 AMP alternator w/remote battery sensor			1	1	1	1	0	1
Engine shall be equipped with a 750 watt block heater/120 volt			1	1	1	1	1	1
Unit shall be equipped with a 12V starter			1	1	1	1	1	1
Unit shall be equipped with 2 batteries 2750CCA			1	1	2	1	2	1
Transmission & Clutch Specifications								
Unit shall be equipped with an Allison 3000 RDS automatic transmission w/PTO provisions			1	1	1	1	1	1
Unit shall be equipped one (1) heavy-duty center-bearing cross-member			1	1	1	1	1	1
Unit shall be equipped with a torque converter included w/transmission			1	1	1	1	1	1
Unit shall be equipped with Chelsea 277 PTO			1	1	1	1	1	2
Unit shall be equipped with rear transmission support springs for transmission PTO application, this is required to ensure that engine flywheel housing are not overloaded when transmission PTO are installed.			1	1	1	1	1	1
Front Axle & Equipment Specifications								

Unit shall be equipped with front axle 14.7 31/4 drop-single front axle	1	1	2	0	2	1
Unit shall be equipped with front brakes w/hub package, automatic front slack adjusters, cast drums, oil seals, air brakes and power steering	1	1	1	1	1	1
Rear Axle & Equipment Specifications						
Unit shall be equipped with 40,000# tandem rear axle	1	1	1	1	1	1
Unit shall be equipped with 4.88 rear axle ratio	1	1	1	2	1	2
Unit shall be equipped with dual rear brakes w/rear hub package	1	1	1	1	1	1
Unit shall be equipped with heavy duty axle housing	1	1	1	1	1	1
Unit shall be equipped with driver controlled traction differential – both tandem rear axles	1	1	1	1	1	1
Unit shall be equipped with air brakes w/drums, hubs, slack adjusters and oil seals	1	1	1	1	1	1
Unit shall be equipped with heavy duty cross-member 40,000# suspension	1	1	1	1	1	1
Tires & Wheels Specifications						
Unit shall be equipped with front tires 12R22.5 16 ply radial	1	1	1	1	1	2
Unit shall be equipped with rear tires 11R22.5 16 ply radial	1	1	1	1	1	1
Unit shall be equipped with premium front and rear hubs	1	1	1	1	1	1
Unit shall be equipped with 10 hub pilot 5.25 insert 5 hand steel disk front wheels	1	1	1	1	1	2
Unit shall be equipped with 10 hub pilot 2 hand steel disk rear wheels	1	1	1	1	1	2
Frame & Equipment Specifications						
Unit shall be equipped with 11/32X3- 1/2X10-15/16 inch steel frame with ½ inch C-channel inner frame re-enforcement 120KSI	1	1	2	2	2	1
Unit shall be equipped with bumper aerodynamic painted	1	1	1	1	2	1
Unit shall be equipped with front tow hooks	1	1	1	1	1	1
Unit shall be equipped with front mud flaps	1	1	1	1	1	1
Unit shall be equipped with battery box LH side location	1	1	1	1	1	1
Unit shall be equipped with square end of frame w/heavy duty cross-member	1	1	1	1	1	1
Fuel Tanks & Equipment Specifications						
Unit shall be equipped with 50 gallon rectangular aluminum tank w/step –LH side	1	1	1	1	1	2
Unit shall be equipped with fuel water separator w/bypass and 12 Volt preheater	1	1	1	1	1	1
Unit shall be equipped with 13 gallon rectangular DEF tank LH side	1	1	2	2	2	2
Cab & Equipment Specifications						

Unit shall be equipped with cab that includes aluminum fully hucked cab w/aluminum bulkhead doors, dual electric horns, bottom	1	1	1	2	2	1
Unit shall be equipped with cab door bearing blocks top and bottom	1	1	1	2	1	1
Unit shall be equipped with hood sloped aerodynamic that includes grill and separate bumper	1	1	1	1	1	1
Unit shall be equipped with cab heat & air w/integral defrosters 5 mode rotary control with largest possible media filter (T560 or larger)	1	1	1	1	1	1
Unit shall be equipped with adjustable telescoping tilt steering	1	1	1	1	2	1
Unit shall be equipped with switch and wiring for customer installed PTO electric over hydraulic that includes switch guard wiring that is routed to LH frame for connection to installed PTO	1	1	1	1	1	1
Unit shall be equipped with two spare switches wired to power	1	1	1	1	1	1
Unit shall be equipped with driver information center that includes fuel gage, rpm display, trip information, truck information, diagnostics, gear display and led warning lamps and data link	1	1	1	1	1	1
Unit shall be equipped with instrument package includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter, primary and secondary air pressure gauges w/air application gauge, DEF level gauge and warning lamp, engine hour meter and outside air temperature readout and primary readout will be MPH	1	1	1	1	1	1
Unit shall be equipped with cab interior that includes vinyl headliner & cab back rest slate gray interior dark slate gray seats, floor mats, LH/RH inside sun visor & door courtesy lights	1	1	1	1	1	2
Unit shall be equipped with driver seat high back air suspension w/lumbar and integrated cushion extension	1	1	1	1	1	2
Unit shall be equipped with rider seat one man stationary	1	1	1	1	1	1
Unit shall be equipped with standard HVAC ducting with snow shield for fresh air intake	1	1	1	1	1	1
Unit shall be equipped with standard radio	1	1	1	1	1	1
Unit shall be equipped with solid dual post antenna	1	1	1	1	1	1
Unit shall be equipped with overhead center console w/2 cup holders and 1 12v outlet and storage compartment	1	1	1	1	1	1

47,750.00

MHC Kenworth/Volvo

4678 North 45th Street Springdale, AR 72762

Our new state of the art facility has over 68,000 square feet

20,000 Square foot parts warehouse

18 service bays

10 body shop bays

7/24 parts and service and body shop

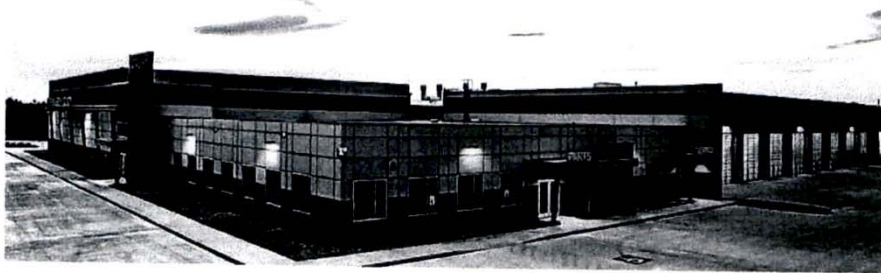
Mobile maintenance tech available

7/24 online parts ordering availability

Bryan White

bryan.white@mhc.com

479-841-3640





2019 TRANSPORTATION PROPOSAL



January 24, 2019

Gladys Shoemake
City of Bentonville Compost Division
Bentonville, AR 72712

Dear Gladys Shoemake,

MHC-Kenworth/Volvo appreciates the opportunity to quote City of Bentonville Compost Division for your 2019 transportation needs. Enclosed you will find specifications and pricing for a 2020MY Kenworth T370 with a PACCAR PX9 350 HP per your request. Thank you very much for the opportunity to continue earning your business with City of Bentonville Compost division.

2020MY Kenworth T370 with PX9 350 HP	\$ 94,550.00
15' Dump bed	\$ 17,200.00
<u>Trade in 2011 Freightliner</u>	\$ -40,000.00
Total price	\$ 71,750.00

Additional warranties not included in sales price:

Base vehicle 5YR 100K	\$ 725.00
Engine 5YR 100K	\$ 1,650.00
Aftertreatment 5yr 100k	\$ 640.00

Terms & Conditions:

- ☐ Proposal valid for 30 days.
- ☐ Pricing includes delivery to City of Bentonville Compost Division.



VOLVO

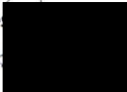
**MHC Kenworth/Volvo
Springdale**

4720 West Sunset Avenue
P.O. Box 6247 (72766-6247)
Springdale, Arkansas 72762
A Division of Ozark Kenworth, Inc.

479.756.1200
479.756.1202 fax

www.mhctruck.com



Be 

Bryan White
MHC Kenworth/Volvo-Springdale
479-725-3102 direct
479-841-3640 mobile

ITEM SPECED	ITEM QUOTED	DON'T MEET SPEC	EXCEEDS SPEC
2019 PRODUCTION MODEL	2020 PRODUCTION MODEL		X
350 HP 1050 LB/FT	350 HP 1000 LB/FT	X IN ORDER TO GET THE CLOG RESISTANT RADIATOR I HAD TO SPEC THIS TQ	
AIR COMPRESSOR 2.0 CFM	AIR COMPRESSOR 30.4 CFM		X
RADIATOR 1,115 SQ IN	RADIATOR 1000 SQ IN <u>CLOG RESISTANT</u>	X THIS RADIATOR IS CLOG RESISTANT	
BLOCK HEATER 750WATT 120VOLT	BLOCK HEATER 1000 WATT 120 VOLT		X
BATTERIES (2) 2250	BATTERIES (2) 2000	X	
FRONT AXLE 14.7	FRONT AXLE 14.6	X	
40,000 TANDEM REAR AXLE	40,000 TANDEM REAR AXLE WITH HEAVY WALL HOUSING		X
FRAME RBM NOT STATED	RBM- 2,925,000 RESISITING AND BENDING MOMENT		X
50 GALLON FUEL TANK	56 GALLON FUEL TANK		X
DEF TANK 13 GALLON	DEF TANK 20 GALLON		X

ATTACHED

Notice to Bidders
2019 Model Dump Truck

IFB-19-02

The City of Bentonville is accepting formal bids for the purchase and delivery of one 2019 Model Dump Truck, less the trade-in value of one 2011 Freightliner M2 series dump truck. Specifications, the required bid packet and appointments for viewing the trade-in may be obtained by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 10:00 A.M., Thursday, January 24, 2019, at the Purchasing Office on the first floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late submittals will not be accepted.



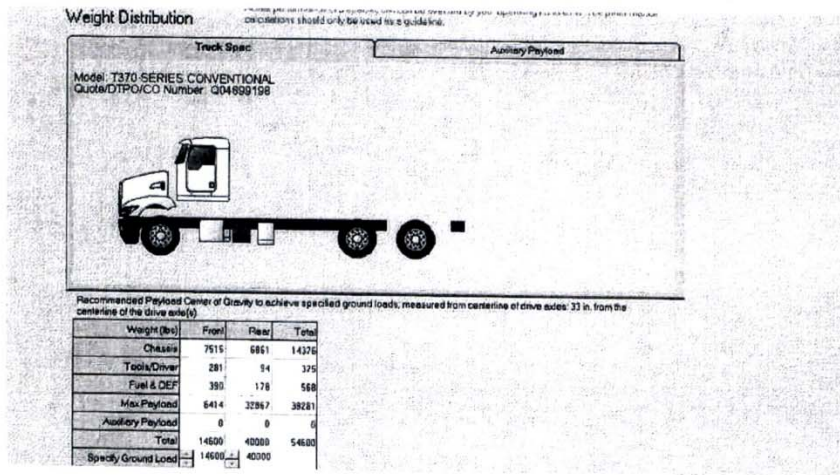
MHC Kenworth 0996
4720 West Sunset Avenue

CITY OF BENTONVILLE COMPOST
2000 NW 'A' STREET

Springdale, Arkansas United States 72762
Phone: (479) 756-1200
Fax: (479) 756-1202
Email:

BENTONVILLE, Arkansas United States 72712
Phone: (479) 696-0230
Fax:
Contact Email:
Prepared for: JOE MCMAHON

Weight Distribution



Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 1/23/2019 11:48:34 AM
Effective Date: Jan 1, 2019
Prepared by: ID: bryanwhite

Complete

Model Number: T370 SERIES CONVENTIONAL
Quote/DTPO/CO: Q04899198
Version Number: 43.01



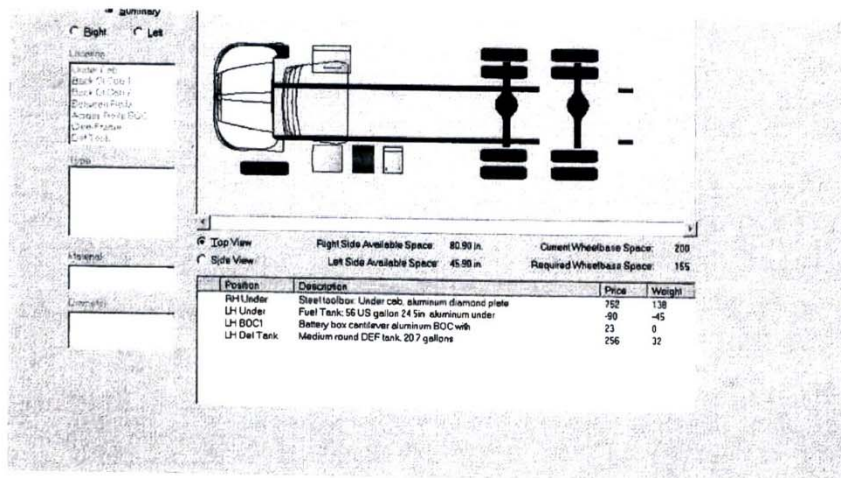
MHC Kenworth O996
4720 West Sunset Avenue

CITY OF BENTONVILLE COMPOST
2000 NW 'A' STREET

Springdale, Arkansas United States 72762
Phone: (479) 756-1200
Fax: (479) 756-1202
Email:

BENTONVILLE, Arkansas United States 72712
Phone: (479) 696-0230
Fax:
Contact Email:
Prepared for: JOE MCMAHON

Fuel Tanks



Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 1/23/2019 11:48:12 AM
Effective Date: Jan 1, 2019
Prepared by: ID: bryanwhite

Incomplete

Model Number: T370 SERIES CONVENTIONAL
Quote/DTPO/CO: Q45099498
Version Number: 43.01



MHC Kenworth O996
4720 West Sunset Avenue

CITY OF BENTONVILLE COMPOST
2000 NW 'A' STREET

Springdale, Arkansas United States 72762
Phone: (479) 756-1200
Fax: (479) 756-1202
Email:

BENTONVILLE, Arkansas United States 72712
Phone: (479) 696-0230
Fax:
Contact Email:
Prepared for: JOE MCMAHON

Vehicle Weight Rating

Front Axle

Component	Code	Description	Weight (lbs)
Axle	2503463	Dana Spicer E-1462I Front Axle rated 14.6K	14,600
Springs	2864022	Front Springs: Taperleaf 14.6K w/ shock absorbers	14,600
Power Steering	2895091	Single power steering gear: 14.6K.	14,600
Hubs, Drums	2701000	Air Brake: 14,600 lb. package includes	14,600
Brakes	2603006	Front brakes included w/ front hub package.	20,000
Tires	4077388	Front tires: Bridgestone M843 12R22.5 16PR.	14,780
Wheels	5042285	Front Wheel: Accuride 50344 22.5x8.25 steel	16,000

Requested Front Axle Rating is 14,600

Front Axle Weight Rating is limited to 14,600 #

Rear Axle

Component	Code	Description	Weight (lbs)
Axle	3124404	Dual Dana Spicer DSP41P rear axle rated at 40K.	40,000
Hubs, Drums	3401002	Dual 46K Air Brake package includes 16-1/2x7 in.	46,000
Service Brakes	3300002	Dual rear brakes included w/rear hub package.	46,000
Spring Brakes	3485207	Spring Brake: 3030 long stroke dual 30 square	52,000
Suspension	3726416	Rear suspension: Tandem Reyco 102 40K	40,000
Tires	4278111	Rear tires: Bridgestone L320 11R22.5 16PR.	48,040
Wheels	5242285	Rear Wheel: Accuride 50344 22.5x8.25 steel	64,000

Requested Rear Axle Rating is 40,000

The Rear Axle Weight Rating is limited to 40,000 #

Tire rating is based on tire psi. Tire psi is based on the max wheel psi. The tire psi cannot exceed the wheel max psi.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 1/23/2019 11:48:25 AM
Effective Date: Jan 1, 2019
Prepared by: ID: bryanwhite

Incomplete

Model Number: T370 SERIES CONVENTIONAL
Quote/DTPO/CO: Q04899198
Version Number: 43.01

INTENT

The intent of this Invitation for Bid is to purchase a 2019 Model Dump Truck, as specified herein, and the trade in of a 2011 Freightliner M2 series dump truck.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.

All pricing must be entered on pricing sheet ("no bid" is an acceptable entry).

CONTRACT TERM:

The awarded bidder will receive a purchase order issued by the City of Bentonville for the one-time purchase and delivery of a 2019 Model Dump Truck less the trade-in value of a 2011 Freightliner M2 series dump truck.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of one (1) 2019 Model Dump Truck with a tandem axle cab and chassis and a 15-foot elliptical dump bed that meets or exceeds the specifications listed herein, and the trade-in of one 2011 Freightliner M2 series dump truck.

DELIVERY

The City Of Bentonville requests delivery on or before **May 13, 2019**. If this schedule cannot be met, bidder must state the number of days required to place equipment in the City's designated location. Failure to state a delivery time obligates the bidder to complete delivery by the City's requested date. Extended delivery dates may be considered when in the best interest of the City.

Delivery Date: May 31st.

I NEED TO KNOW BY FEB 4TH TO HOLD THIS SLOT.

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified. The bidder should submit a detailed description for equivalent equipment.

INVOICING

Bidder shall submit invoices to:

**City of Bentonville
ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712**

Invoices are paid within fourteen (14) days of receipt. Failure to submit an invoice to the address above may cause a delay in payment.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

INVITATION FOR BID
IFB-19-02

Date of Issuance: **January 6, 2019**

Bid Number: **IFB-19-02**

Bid Opening Date: **January 24, 2019**

Bid Opening Time: **10:00 A.M.**

Appointments to view and/or inspect the trade-in unit can be made by emailing purchasing@bentonvillear.com.

**Questions regarding this bid should be directed to the Purchasing Office at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:00 P.M., January 18, 2019.**

Bids must be received by the Purchasing Office prior to 10:00 A.M., January 24, 2019 in a sealed envelope, clearly marked on the outside with bid # IFB-19-02. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, first floor, Purchasing Office, 117 West Central Ave, Bentonville, AR 72712.

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM: MHC Kenworth/Volvo	PHONE NUMBER: 479-756-1200	FAX NUMBER: 479-756-1202
BUSINESS ADDRESS, STREETS: 4678 N 45th Street	CITY: Springdale	STATE: AR
SIGNATURE OF AUTHORIZED PERSON: Bryan White	DATE: 1/24/19	ZIP: 72762
PRINTED OR TYPED NAME: Bryan White	Truck Sales Representative	

ARKANSAS SALES OR USE TAX NUMBER: 039794-72-001

STATE CONTRACTORS LICENSE NUMBER: _____

PAYMENT TERMS



Net 30 days



Other: When We Deliver the Tractor

Registered with the Secretary of State's Office to Conduct Business in the State of Arkansas:

X Yes No

Contractor/Vendor Disclosure

Company Name: MHC Kenworth / Volvo (NONE)

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more that 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.

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 in 30 days of change of circumstance.** BW Initials

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than hand delivered.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$20,000 and over. The acronym "IFB" means Invitation for Bid.
 - b. The term "bid" means the offer by the bidder.
 - c. The term "bidder" means the person or organization responding to the solicitation.
 - d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
 - e. The term "change order" means a written order from the Purchasing office directing the contractor to make changes to a contract.
 - f. The term "City" means the City of Bentonville, Arkansas.
 - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

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

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

The bidder must state a definite time for delivery of supplies or performance of services.
4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.
5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. 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.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply

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

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
 1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by

a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.

32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Office of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Office of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Office retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Office reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Office can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.

2019 MODEL DUMP TRUCK SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "x" in the designated column. Bidder must also provide additional information where indicated.

Specification	Indicate if "AS SPECIFIED" by placing an "X" in this column.
The unit shall meet or exceed all applicable federal, state and local transportation regulations	X
The unit shall be a 2019 production model	X
The unit shall meet or exceed all applicable O.S.H.A. standards	X
Engine & Equipment Specifications	X <i>See Attached</i>
The engine shall be equipped with a 350HP 1050 lb./ft. at 1200 rpm	X <i>See Attached</i>
Unit shall be equipped with a 2016 Onboard Diagnostics/2010	X
The air compressor shall be a minimum of 2.0 CFM	X
The air cleaner shall be firewall mounted	X
Unit shall be equipped with a 1,115 square inch aluminum radiator	X <i>See Attached</i>
Unit shall be equipped with electronic variable speed viscous reversible fan drive	X
Unit shall be equipped with fuel water separator with sensor and ESOC	X
Unit shall be equipped with right hand under-cab horizontal exhaust	X
Unit shall be equipped with a 12V 160 AMP alternator with remote battery sensor	X
Engine shall be equipped with a 750 watt block heater/120 volt	X
Unit shall be equipped with a 12V starter	X
Unit shall be equipped with 2 batteries 2250CCA	X <i>See Attached</i>
Transmission & Clutch Specifications	
Unit shall be equipped with an Allison 3000 RDS automatic transmission with PTO provisions	X
Unit shall be equipped one (1) heavy-duty center-bearing cross-member	X
Unit shall be equipped with a torque converter included with transmission	X
Unit shall be equipped with Chelsea 277 PTO	X
Unit shall be equipped with rear transmission support springs for transmission PTO application.	X

Front Axle & Equipment Specifications	Indicate if "AS SPECIFIED" by placing an "X" in this column.
Unit shall be equipped with front axle 14.7 31/4 drop-single front axle	X See Attached
Unit shall be equipped with front brakes with hub package, automatic front slack adjusters, cast drums, oil seals, air brakes and power steering	X
Rear Axle & Equipment Specifications	X
Unit shall be equipped with a 40,000 pound tandem rear axle	X
Unit shall be equipped with 4.88 rear axle ratio	X
Unit shall be equipped with dual rear brakes with rear hub package	X
Unit shall be equipped with heavy duty axle housing	X
Unit shall be equipped with driver controlled traction differential – both tandem rear axles	X
Unit shall be equipped with air brakes with drums, hubs, slack adjusters and oil seals	X
Unit shall be equipped with a heavy duty cross-member 40,000 pound suspension	X
Tires & Wheels Specifications	X
Unit shall be equipped with front tires 12R22.5 16 ply radial	X
Unit shall be equipped with rear tires 11R22.5 16 ply radial	X
Unit shall be equipped with premium front and rear hubs	X
Unit shall be equipped with 10 hub pilot 5.25 insert 5 hand steel disk front wheels	X
Unit shall be equipped with 10 hub pilot 2 hand steel disk rear wheels	X
Frame & Equipment Specifications	
Unit shall be equipped with 11/32X3- 1/2X10-15/16 inch steel frame with ¼ inch C-channel inner frame re-enforcement 120KSI	X See Attached
Unit shall be equipped with bumper aerodynamic painted	X
Unit shall be equipped with front tow hooks	X
Unit shall be equipped with front mud flaps	X
Unit shall be equipped with battery box LH side location	X
Unit shall be equipped with square end of frame with heavy duty cross-member	X
Fuel Tanks & Equipment Specifications	X
Unit shall be equipped with 50 gallon rectangular aluminum tank with step –LH side	X
Unit shall be equipped with fuel water separator with bypass and 12 Volt preheater	X
Unit shall be equipped with 13 gallon rectangular DEF tank LH side	X

Cab & Equipment Specifications	Indicate if "AS SPECIFIED" by placing an "X" in this column.
Unit shall be equipped with a cab that includes an aluminum fully hucked cab with aluminum bulkhead doors, dual electric horns, incandescent exterior lights that include diagnosable bulb detection, warning lights, and trailer cable on tractors that includes integrity detection. Standard features shall include: multiplex wiring for interior lights, automated pre trip inspection short and open check diagnostics, and a warning alarm when lights are left on.	X
Unit shall be equipped with top and bottom cab door bearing blocks	X
Unit shall be equipped with hood sloped aerodynamic that includes grill and separate bumper	X
Unit shall be equipped with cab heat and air with integral defrosters, and 5 mode rotary control with largest possible media filter (T660 or larger).	X
Unit shall be equipped with adjustable telescoping tilt steering	X
Unit shall be equipped with switch and wiring for customer installed PTO electric over hydraulic that includes switch guard wiring that is routed to LH frame for connection to installed PTO	X
Unit shall be equipped with two spare switches wired to power	X
Unit shall be equipped with driver information center that includes fuel gage, rpm display, trip information, truck information, diagnostics, gear display and led warning lamps and data link	X
Unit shall be equipped with instrument package includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter, primary and secondary air pressure gauges with air application gauge, DEF level gauge and warning lamp, engine hour meter and outside air temperature readout and primary readout will be MPH	X
Unit shall be equipped with cab interior that includes vinyl headliner & cab back rest slate gray interior, dark slate gray seats, floor mats, LH/RH inside sun visor & door courtesy lights	X
Unit shall be equipped with driver seat high back air suspension with lumbar and integrated cushion extension	X
Unit shall be equipped with rider seat one man stationary	X
Unit shall be equipped with standard HVAC ducting with snow shield for fresh air intake	X
Unit shall be equipped with standard radio	X
Unit shall be equipped with solid dual post antenna	X
Unit shall be equipped with overhead center console with 2 cup holders and 1 12v outlet and storage compartment	X
Unit shall be equipped with self-canceling turn signals with headlight dimmer switch	X
Unit shall be equipped with cab access contoured grab handles, LH/RH	X
Unit shall be equipped with dual convex 8 in mirrors with offset mounting	X
Unit shall be equipped with mirrors to be 102 inch equipment width	X

Lights & Equipment Specifications	Indicate if "AS SPECIFIED" by placing an "X" in this column.
Unit shall be equipped with headlamps halogen projector low beam, halogen complex reflector high beam	X
Unit shall be equipped with marker lights five cab roof mounted LED	X
Unit shall be equipped with turn signal lights mounted on fender LED	X
Unit shall be equipped with combination stop, tail, turn and backup lights LH/RH LED	X
Unit shall be equipped with circuit breakers and fuses	X
Air Equipment Specifications	X
Unit shall be equipped with an air dryer that is heated	X
Unit shall be equipped with full truck kit glad hands mounted at end of frame, seven way female receptacle	X
Unit shall be equipped with trailer ABS electric supply through SAE JS60 7 pin connector	X
Miscellaneous Specifications	X
Unit shall be equipped with warning triangle reflector kit	X
Unit shall be equipped with one 5 lb. dry chemical fire extinguisher	X
Unit shall be equipped with paint white base coat clear coat	X
Warranty Specifications	X
Unit shall have standard manufacturer's warranty.	X
Bidder shall be responsible for the warranty of the vehicle and the dump body	X
Dump Bed Specifications	X
Unit shall be equipped with a 15' elliptical dump bed	X
Unit shall be equipped with 2"x10" box beam main beams, cross-members only between the main beams	X
Unit shall be equipped with ¼" AR-400 steel floor, 48" high sides made of ¼" AR-400 steel, 4'x6"x ¼" box tube top rail	X
Unit shall be equipped with 54" tall 9 panel tailgate made of ¼" AR-400 steel, ¼" AR-400 asphalt apron with pipe underneath	X
Unit shall be equipped with full width cab protectors, full length steel fenders, drivers side rear steps and inside steps	X
Unit shall be equipped with 63-140 series telescopic hoist and mount	X
Unit shall be equipped with air shift controlled direct mount pump in cab controls, air operated tailgate latching (big cylinders)	X
Unit shall be equipped with tail, turn, brake and reverse lights mounted in rear corner posts of bed. All lights shall be LED	X
Unit shall be equipped with back-up alarm, mud flaps both front and rear	X
Bed shall be white in color, bed shall be equipped with side board on each side	X
Unit shall be equipped with pintle plate, hitch, safety D-rings, air glad hands and electric plug	X
Unit shall be equipped with hot shift PTO for automatic transmission	X

Detail Notes

(Optional):

Equipment Trade-In Specifications

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space to confirm agreement with the trade-in specifications.

- 1) Bidder shall provide a trade-in value, stated in dollars on the pricing sheet, for a 2011 Freightliner M2 series dump truck (trade-in equipment). X ("X")
- 2) The successful bidder shall be responsible for the removal of the trade-in equipment. The successful bidder shall have 30 days after the delivery of new equipment to remove the trade-in equipment. Until such time as it is removed and successfully transferred, the City shall retain possession and have full rights to the trade-in equipment. X ("X")
- 3) The City reserves the right to retain the trade-in equipment and pay the GROSS purchase price for the new unit. X ("X")

Appointments can be made by emailing purchasing@bentonvillear.com to view and/or inspect the trade-in equipment Monday through Friday from 8:00 A.M. to 4:00 P.M. on-site at the City of Bentonville Wastewater facility. Walk-in appointments to view and/or inspect the trade-in equipment will not be accepted.

PRICING SHEET

Pricing shall include all applicable taxes, fees, and delivery charges to the City of Bentonville, Arkansas.

The bid shall be awarded based on the lowest and most responsible Net Purchase Price dollar amount.

Description	Price
Trade-In Value for one (1) 2011 Freightliner M2 Series Dump Truck	\$ <u>40,000.00</u> (B)
Purchase Price: 2019 Model Dump Truck (as specified herein)	\$ <u>111,750.00</u> (A)
Net Purchase Price (purchase price less trade-in value)	\$ <u>71,750.00</u> (A-B)

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	1/23/2019 11:48:48 AM	Complete	Model Number:	T370 SERIES CONVENTIONAL
Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q54899381
Prepared by:	ID: bryanwhite		Version Number:	43.01



MHC Kenworth O996
4720 West Sunset Avenue

CITY OF BENTONVILLE COMPOST
2000 NW 'A' STREET

Springdale, Arkansas United States 72762
Phone: (479) 756-1200
Fax: (479) 756-1202
Email:

BENTONVILLE, Arkansas United States 72712
Phone: (479) 696-0230
Fax:
Contact Email:
Prepared for: JOE MCMAHON

Vehicle Summary

Unit		Chassis	
Model:	T370 SERIES	Fr Axle Load (lbs):	14600
Type:	CONVENTIONAL	Rr Axle Load (lbs)	40000
Description:	FULL TRUCK	G.C.W. (lbs):	54601
	BENTONVILLE	Road Conditions:	
Application		Class A (Highway)	85
Intended Serv.:	Local pickup & delivery.	Class B (Hwy/Mtn)	10
	Vehicles which haul	Class C (Off-Hwy)	05
Commodity:	Gravel/crushed rock/sand	Class D (Off-Road)	00
Body		Maximum Grade:	6
Type:	End dump	Wheelbase (in):	200
Length (ft):	15.0	Overhang (in):	68
Height (ft):	12.0	Fr Axle to BOC (in):	68
Max Laden Weight (lbs):	4000	Cab to Axle (in):	132
Trailer		Cab to EOF (in):	200
No. of Trailer Axles:	0	Overall Comb. Length (in):	308
Type:		Special Req.	
Length (ft):	0.0	U.S. Domestic Registry, 50-State	
Height (ft):	0.0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

**PACCAR
FINANCIAL**

Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.

PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 1/23/2019 11:48:48 AM
Effective Date: Jan 1, 2019
Prepared by: ID: bryanwhite

Complete

Model Number: T370 SERIES CONVENTIONAL
Quote/DTPO/CO: Q54899381
Version Number: 43.01

47639-BA17-1776

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MHC Kenworth 0996
4720 West Sunset Avenue

CITY OF BENTONVILLE COMPOST
2000 NW 'A' STREET

Springdale, Arkansas United States 72762
Phone: (479) 756-1200
Fax: (479) 756-1202
Email:

BENTONVILLE, Arkansas United States 72712
Phone: (479) 696-0230
Fax:
Contact Email:
Prepared for: JOE MCMAHON

Data	Code	Description	Weight
Model			
0000370	O	T370 SERIES CONVENTIONAL Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floor mat; Inside sunvisor. LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.	9,531
0070006	O	T370 Class 7: medium-duty Conventional.	0
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	0
0090017	O	Medium-duty 6x4 automatic.	0
0091042	O	Gravel/crushed rock/sand	0
0093005	O	Local pickup & delivery. Vehicles which haul freight, typically operating within a 100-mile radius, on public streets & highways, & other paved surfaces, including limited Class C roads. Includes package & freight delivery, as well as fuel oil or petroleum distribution, etc. Road usage: minimum 3% Class B, do not code for Class D.	0
0095010	O	End dump	0
0098025	O	U.S. Domestic Registry, 50-State	0
Engine & Equipment			
0129552	O	PACCAR PX-9 350 2017 350@2000 340@2100 1000@1400 Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 65...Standard Maximum Speed Limit [LSL] N09220 N207 0...Expiration Distance N09260 P14 64...Maximum Accelerator Pedal Vehicle Speed N09300 P19 64...Maximum Cruise Speed N09360 N203 252...Reserve Speed Function Reset Distance N09380 N202 0...Maximum Cycle Distance N09400 N206 10...Maximum Active Distance N09420 N201 0...Reserve Speed Limit Offset N09440 P11 YES...Engine Protection Shutdown N09460 P06 NO...Gear Down Protection N09480 P26 1400...Max PTO Speed N09500 P02 NO...Cruise Control Auto Resume N09520 P04 NO...Auto Engine Brake in Cruise N09540 N209 0...Expiration Distance N09560 P520 YES...Enable Idle Shutdown Park Brake Set N09580 P32 5...Timer Setting N09600 P233 YES...Enable Impending Shutdown Warning N09620 P234 60...Timer For Impending Shutdown Warning Unpublished options may require review/approval. Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.	555

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Jan 1, 2019
ID: bryanwhite

Complete

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Version Number: 43.01



Data	Code	Description	Weight
		N09640 P516 35...Engine Load Threshold	
		N09680 P33 NO...Idle Shutdown Manual Override	
		N09720 P230 YES...Enable Hot Ambient Automatic Override	
		N09740 P46 40...Low Ambient Temperature Threshold	
		N09760 P56 60...Intermediate Ambient Temperature Threshold	
		N09780 P47 80...High Ambient Temperature Threshold	
1000158	O	Prospector Version 43.0 Replaces 42.1	0
1000684	O	Effective VSL Setting NA	0
1000858	O	Engine Idle Shutdown Timer Disabled	0
1000859	O	Enable EIST Ambient Temp Override	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
1002065	O	Air compressor: Cummins 30.4 CFM ISL, PX-8, PX-9 replacing 18.7.	30
1031130	S	Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0
1105231	O	Fan Hub: Horton On/Off for PX-9 or ISLG	0
1121210	O	Cooling module: 1000 square inches. Clog resistant. Includes metal surge tank on T170/T270/T370.	0
1247142	O	Exhaust: 2017 EPA Horizontal Series DPF/SCR For PX-9 w/ Horizontal Tailpipe Below RH Rail.	2
1321145	O	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	0
1321200	O	Run Aid:None *For Fuel Filter	0
1321300	O	Start Aid:None *For Fuel Filter	0
1504006	O	Block heater, PACCAR 1750 watt 120V for PX-6 and PX-7, 1000 watt for PX-8 and PX-9 or ISLG engines	2
1816260	S	Alternator: PACCAR 160 amp, brush type	0
1821225	O	Batteries: 2 PACCAR GP31 threaded post (1000) 2000 CCA starting.	4
1836100	S	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
Transmission & Clutch			
2011205	O	Transmission: Allison 3000RDS 6-speed w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	291
2401405	O	Driveline: 2 Dana standard-duty; 1 centerbearing. *Standard duty is 1710 series.	77

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Data	Code	Description	Weight
2409916	O	One bolted centerbearing crossmember. This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	11
2410018	O	Torque converter included w/Allison Transmission.	0
2410204	O	Delete Allison Fuel Sense	0
2429358	O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0
Front Axle & Equipment			
2503463	O	Dana Spicer E-1462I Front Axle rated 14.6K 3-1/2in. drop.	30
2603006	S	Front brakes included w/ front hub package.	0
2701000	S	Air Brake: 14,600 lb. package includes Bendix 16-1/2 x5 brakes, cast drums, aluminum 10-bolt hub pilot Preset hubs, hubcaps, oil seals & automatic slack adjusters. For use w/ 22-1/2in. wheels.	0
2864022	O	Front Springs: Taperleaf 14.6K w/ shock absorbers for use on 2010+ chassis only.	80
2895091	O	Single power steering gear: 14.6K.	9
Rear Axle & Equipment			
3124404	O	Dual Dana Spicer DSP41P rear axle rated at 40K. (DSP40P w/ heavy-wall housing) w/ 11mm housing and 1.88in. shaft diameter. Includes pump. Tandem rear axles.	2,144
3200488	O	Rear Axle Ratio - 4.88.	0
3300002	O	Dual rear brakes included w/rear hub package.	0
3401002	O	Dual 46K Air Brake package includes 16-1/2x7 in. brakes, cast drums, aluminum 10-bolt hub pilot Preset hubs, slack adjusters and oil seals for use w/ 22.5 in. wheels.	0
3485207	O	Spring Brake: 3030 long stroke dual 30 square inches travel; replaces standard 2-1/2 in. travel. Helps keep brakes in adjustment longer.	4
3495226	S	Bendix 4S/4M anti-lock brake system.	0
3500037	O	Interaxle driveline:1 Dana 1710 Series	0
3532130	O	Wheel Differential Lock for Dana Spicer axles DSP40/DSP41(P)/DSH40(P)/DSH44(P)/D40-155 forward rear axle & rear rear. Under Speed Interlock is standard on T680.	37
3726416	O	Rear suspension: Tandem Reyco 102 40K 4-spring multileaf. 52 in. axle spacing. Steel crossmembers & gussets. 9.6 in. low mount. Unladen height: 9.6 in. Laden height: 8 in. Not rear air disc brake compatible.	482
Tires & Wheels			
4077388	O	Front tires: Bridgestone M843 12R22.5 16PR. 43.4 in. diameter, all position. On/off highway. 25/32 tread depth. 20.2 in. SLR.	60

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Data	Code	Description	Weight
4278111	O	Rear tires: Bridgestone L320 11R22.5 16PR. 42.5 in. diameter, all position. 19.8 in. SLR. Code is priced per pair of tires.	0
4900008	O	Rear Tire Quantity: 8	0
5042285	O	Front Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount, heavy-duty 5 hand-hole hub pilot mount.	20
5242285	O	Rear Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	80
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900008	O	Rear Wheel/Rim Quantity: 8	0
Frame & Equipment			
6054250	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 308 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in.-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	198
6141450	O	Full Steel Insert for 10-5/8 in. or 10-3/4 in. main rail. Insert length is 168 - 348 in. Adds 1,149,000 in.-lb to main rail RBM. Insert weight is 2.05 lb.-in. per pair of rails. Insert length is equal to wheelbase plus rear frame cutoff plus 20.7 in. forward of front axle.	549
6308710	S	Bumper: Aerodynamic, Painted. Requires a bumper setting code.	0
6319409	S	40.9 in. Bumper setting. Requires a bumper code.	0
6321005	O	Removable Front Tow Hooks: 2.	15
6390103	S	Front mudflaps.	0
6400636	O	Battery box cantilever aluminum BOC with fiberglass cover.	0
6409901	O	Battery box location: LH Side.	0
6474349	O	Steel toolbox: Under cab, aluminum diamond plate cover w/step, w/o lock.	138
6479902	O	Toolbox location: RH side.	0
6490123	O	Five-piece bolted crossmember assembly with 12mm frame fasteners, center and rear frame.	-32
6490430	O	Bolted Rear Cab Support Crossmember. Replaces T3 standard.	17
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0
Fuel Tanks & Equip			
7210056	O	Fuel Tank: 56 US gallon 24.5in. aluminum under replace.	-45

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Data	Code	Description	Weight
7722019	O	Medium round DEF tank. 20.7 gallons of usable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	32
7889203	O	Standard DEF to fuel fill ratio: 2:1 or greater.	0
7889604	O	DEF tank location is on the LH.	0
7920056	O	Location: 56 gal fuel tank LH under cab	0
Cab & Equipment			
8024310	S	Cab: Curved Glass Conventional. Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	0
8080137	O	Cab door bearing blocks, top & bottom.	0
8090310	S	Hood: Sloped aerodynamic hood includes grill & separate bumper.	0
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
8201200	O	Adjustable telescoping tilt steering column.	10
8208495	O	Two spare switches: Wired to power.	0
8282004	O	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
8330003	S	Cab interior: Pinnacle. Includes vinyl headliner & cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.	0
8410191	O	Driver seat: Kenworth Air cushion Plus HB vinyl. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	2



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

INVITATION FOR BID
IFB-19-02

Date of Issuance: **January 6, 2019** Bid Number: **IFB-19-02**
Bid Opening Date: **January 24, 2019** Bid Opening Time: **10:00 A.M.**

Appointments to view and/or inspect the trade-in unit can be made by emailing purchasing@bentonvillear.com.

Questions regarding this bid should be directed to the Purchasing Office at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:00 P.M., January 18, 2019.

Bids must be received by the Purchasing Office prior to 10:00 A.M., January 24, 2019 in a sealed envelope, clearly marked on the outside with bid # IFB-19-02. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, first floor, Purchasing Office, 117 West Central Ave, Bentonville, AR 72712.

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM: Shipley Motor Equipment Company	PHONE NUMBER: 479-770-6040	FAX NUMBER: 479-770-6146
BUSINESS ADDRESS, STREETS: [REDACTED]	CITY: 11	STATE: ZIP Ar 72764
DATE: 01/24/2019		
PRINTED OR TYPED NAME: Corey Miller		TITLE: Sales Manager

ARKANSAS SALES OR USE TAX NUMBER: 71-0303268

STATE CONTRACTORS LICENSE NUMBER: _____

8 71,186.⁰⁰

PRICING SHEET

Pricing shall include all applicable taxes, fees, and delivery charges to the City of Bentonville, Arkansas.

The bid shall be awarded based on the lowest and most responsible Net Purchase Price dollar amount.

Description	Price
Trade-In Value for one (1) 2011 Freightliner M2 Series Dump Truck	\$ <u>35,000.00</u> (B)
Purchase Price: 2019 Model Dump Truck (as specified herein)	\$ <u>106,186.00</u> (A)
Net Purchase Price (purchase price less trade-in value)	\$ <u>71,186.00</u> (A-B)

INTENT

The intent of this Invitation for Bid is to purchase a 2019 Model Dump Truck, as specified herein, and the trade in of a 2011 Freightliner M2 series dump truck.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.

All pricing must be entered on pricing sheet ("no bid" is an acceptable entry).

CONTRACT TERM:

The awarded bidder will receive a purchase order issued by the City of Bentonville for the one-time purchase and delivery of a 2019 Model Dump Truck less the trade-in value of a 2011 Freightliner M2 series dump truck.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of one (1) 2019 Model Dump Truck with a tandem axle cab and chassis and a 15-foot elliptical dump bed that meets or exceeds the specifications listed herein, and the trade-in of one 2011 Freightliner M2 series dump truck.

DELIVERY

The City Of Bentonville requests delivery on or before **May 13, 2019**. If this schedule cannot be met, bidder must state the number of days required to place equipment in the City's designated location. Failure to state a delivery time obligates the bidder to complete delivery by the City's requested date. Extended delivery dates may be considered when in the best interest of the City.

Delivery Date: 11/15/2019.

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified. The bidder should submit a detailed description for equivalent equipment.

INVOICING

Bidder shall submit invoices to:

*City of Bentonville
ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712*

Invoices are paid within fourteen (14) days of receipt. Failure to submit an invoice to the address above may cause a delay in payment.

PAYMENT TERMS



Net 30 days



Other: _____

Registered with the Secretary of State's Office to Conduct Business in the State of Arkansas:

☒ Yes ☐ No

Contractor/Vendor Disclosure

Company Name: Shipley Motor Equipment Company

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more that 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.

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 in 30 days of change of circumstance.** Initials

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than hand delivered.

2. **DEFINITIONS (AS USED HEREIN):**

- a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$20,000 and over. The acronym "IFB" means Invitation for Bid.
- b. The term "bid" means the offer by the bidder.
- c. The term "bidder" means the person or organization responding to the solicitation.
- d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
- e. The term "change order" means a written order from the Purchasing office directing the contractor to make changes to a contract.
- f. The term "City" means the City of Bentonville, Arkansas.
- g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

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

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

The bidder must state a definite time for delivery of supplies or performance of services.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.

5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. 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.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.

6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.

7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

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

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

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

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

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

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

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

Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply

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

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

14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.

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

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

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

18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

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

20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
 1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by

a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.

32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Office of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Office of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Office retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Office reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Office can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.

2019 MODEL DUMP TRUCK SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated column. Bidder must also provide additional information where indicated.

Specification	Indicate if "AS SPECIFIED" by placing an "X" in this column.
The unit shall meet or exceed all applicable federal, state and local transportation regulations	X
The unit shall be a 2019 production model	X 2020
The unit shall meet or exceed all applicable O.S.H.A. standards	X
Engine & Equipment Specifications	
The engine shall be equipped with a 350HP 1050 lb./ft. at 1200 rpm	X 360 HP
Unit shall be equipped with a 2016 Onboard Diagnostics/2010	X
The air compressor shall be a minimum of 2.0 CFM	X
The air cleaner shall be firewall mounted	X
Unit shall be equipped with a 1,115 square inch aluminum radiator	X
Unit shall be equipped with electronic variable speed viscous reversible fan drive	X
Unit shall be equipped with fuel water separator with sensor and ESOC	X
Unit shall be equipped with right hand under-cab horizontal exhaust	X
Unit shall be equipped with a 12V 160 AMP alternator with remote battery sensor	X
Engine shall be equipped with a 750 watt block heater/120 volt	X
Unit shall be equipped with a 12V starter	X
Unit shall be equipped with 2 batteries 2250CCA	X
Transmission & Clutch Specifications	
Unit shall be equipped with an Allison 3000 RDS automatic transmission with PTO provisions	X
Unit shall be equipped one (1) heavy-duty center-bearing cross-member	X
Unit shall be equipped with a torque converter Included with transmission	X
Unit shall be equipped with Chelsea 277 PTO	X Manual CS 25
Unit shall be equipped with rear transmission support springs for transmission PTO application.	X

Front Axle & Equipment Specifications	Indicate if "AS SPECIFIED" by placing an "X" in this column.
Unit shall be equipped with front axle 14.7 31/4 drop-single front axle	X
Unit shall be equipped with front brakes with hub package, automatic front slack adjusters, cast drums, oil seals, air brakes and power steering	X
Rear Axle & Equipment Specifications	
Unit shall be equipped with a 40,000 pound tandem rear axle	X
Unit shall be equipped with 4.88 rear axle ratio	X
Unit shall be equipped with dual rear brakes with rear hub package	X
Unit shall be equipped with heavy duty axle housing	X
Unit shall be equipped with driver controlled traction differential – both tandem rear axles	X
Unit shall be equipped with air brakes with drums, hubs, slack adjusters and oil seals	X
Unit shall be equipped with a heavy duty cross-member 40,000 pound suspension	X
Tires & Wheels Specifications	
Unit shall be equipped with front tires 12R22.5 16 ply radial	X
Unit shall be equipped with rear tires 11R22.5 16 ply radial	X
Unit shall be equipped with premium front and rear hubs	X
Unit shall be equipped with 10 hub pilot 5.25 insert 5 hand steel disk front wheels	X
Unit shall be equipped with 10 hub pilot 2 hand steel disk rear wheels	X 3HWS
Frame & Equipment Specifications	
Unit shall be equipped with 11/32X3- 1/2X10-15/16 inch steel frame with 3/4 inch C-channel inner frame re-enforcement 120KSI	X
Unit shall be equipped with bumper aerodynamic painted	
Unit shall be equipped with front tow hooks	X
Unit shall be equipped with front mud flaps	X
Unit shall be equipped with battery box LH side location	X
Unit shall be equipped with square end of frame with heavy duty cross-member	X
Fuel Tanks & Equipment Specifications	
Unit shall be equipped with 50 gallon rectangular aluminum tank with step –LH side	X
Unit shall be equipped with fuel water separator with bypass and 12 Volt preheater	X
Unit shall be equipped with 13 gallon rectangular DEF tank LH side	X

Cab & Equipment Specifications	Indicate if "AS SPECIFIED" by placing an "X" in this column.
Unit shall be equipped with a cab that includes an aluminum fully hucked cab with aluminum bulkhead doors, dual electric horns, incandescent exterior lights that include diagnosable bulb detection, warning lights, and trailer cable on tractors that includes integrity detection. Standard features shall include: multiplex wiring for interior lights, automated pre trip inspection short and open check diagnostics, and a warning alarm when lights are left on.	X SALVAGED steel full width
Unit shall be equipped with top and bottom cab door bearing blocks	X
Unit shall be equipped with hood sloped aerodynamic that includes grill and separate bumper	X
Unit shall be equipped with cab heat and air with integral defrosters, and 5 mode rotary control with largest possible media filter (T660 or larger).	X
Unit shall be equipped with adjustable telescoping tilt steering	
Unit shall be equipped with switch and wiring for customer installed PTO electric over hydraulic that includes switch guard wiring that is routed to LH frame for connection to installed PTO	X
Unit shall be equipped with two spare switches wired to power	X
Unit shall be equipped with driver information center that includes fuel gage, rpm display, trip information, truck information, diagnostics, gear display and led warning lamps and data link	X
Unit shall be equipped with instrument package includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter, primary and secondary air pressure gauges with air application gauge, DEF level gauge and warning lamp, engine hour meter and outside air temperature readout and primary readout will be MPH	X
Unit shall be equipped with cab interior that includes vinyl headliner & cab back rest slate gray interior, dark slate gray seats, floor mats, LH/RH inside sun visor & door courtesy lights	X
Unit shall be equipped with driver seat high back air suspension with lumbar and integrated cushion extension	X
Unit shall be equipped with rider seat one man stationary	X
Unit shall be equipped with standard HVAC ducting with snow shield for fresh air intake	X
Unit shall be equipped with standard radio	X
Unit shall be equipped with solid dual post antenna	X
Unit shall be equipped with overhead center console with 2 cup holders and 1 12v outlet and storage compartment	X
Unit shall be equipped with self-canceling turn signals with headlight dimmer switch	X
Unit shall be equipped with cab access contoured grab handles, LH/RH	X
Unit shall be equipped with dual convex 8 in mirrors with offset mounting	X
Unit shall be equipped with mirrors to be 102 inch equipment width	X

Lights & Equipment Specifications	Indicate if "AS SPECIFIED" by placing an "X" in this column.
Unit shall be equipped with headlamps halogen projector low beam, halogen complex reflector high beam	X
Unit shall be equipped with marker lights five cab roof mounted LED	X
Unit shall be equipped with turn signal lights mounted on fender LED	X
Unit shall be equipped with combination stop, tail, turn and backup lights LH/RH LED	X
Unit shall be equipped with circuit breakers and fuses	X
Air Equipment Specifications	
Unit shall be equipped with an air dryer that is heated	X
Unit shall be equipped with full truck kit glad hands mounted at end of frame, seven way female receptacle	X
Unit shall be equipped with trailer ABS electric supply through SAE J560 7 pin connector	X
Miscellaneous Specifications	
Unit shall be equipped with warning triangle reflector kit	X
Unit shall be equipped with one 5 lb. dry chemical fire extinguisher	X
Unit shall be equipped with paint white base coat clear coat	X
Warranty Specifications	
Unit shall have standard manufacturer's warranty.	X
Bidder shall be responsible for the warranty of the vehicle and the dump body	X
Dump Bed Specifications	
Unit shall be equipped with a 15' elliptical dump bed	X
Unit shall be equipped with 2"x10" box beam main beams, cross-members only between the main beams	X
Unit shall be equipped with ¼" AR-400 steel floor, 48" high sides made of ¼" AR-400 steel, 4"x6"x ¼" box tube top rail	X
Unit shall be equipped with 54" tall 9 panel tailgate made of ¼" AR-400 steel, ¼" AR-400 asphalt apron with pipe underneath	X
Unit shall be equipped with full width cab protectors, full length steel fenders, drivers side rear steps and inside steps	X
Unit shall be equipped with 63-140 series telescopic hoist and mount	X
Unit shall be equipped with air shift controlled direct mount pump in cab controls, air operated tailgate latching (big cylinders)	X
Unit shall be equipped with tail, turn, brake and reverse lights mounted in rear corner posts of bed. All lights shall be LED	X
Unit shall be equipped with back-up alarm, mud flaps both front and rear	X
Bed shall be white in color, bed shall be equipped with side board on each side	X
Unit shall be equipped with pintle plate, hitch, safety D-rings, air glad hands and electric plug	X
Unit shall be equipped with hot shift PTO for automatic transmission	X <i>MANCIC CS 24</i>

Detail Notes

(Optional): _____

Equipment Trade-In Specifications

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space to confirm agreement with the trade-in specifications.

- 1) Bidder shall provide a trade-in value, stated in dollars on the pricing sheet, for a 2011 Freightliner M2 series dump truck (trade-in equipment). X ("X")
- 2) The successful bidder shall be responsible for the removal of the trade-in equipment. The successful bidder shall have 30 days after the delivery of new equipment to remove the trade-in equipment. Until such time as it is removed and successfully transferred, the City shall retain possession and have full rights to the trade-in equipment. X ("X")
- 3) The City reserves the right to retain the trade-in equipment and pay the GROSS purchase price for the new unit. X ("X")

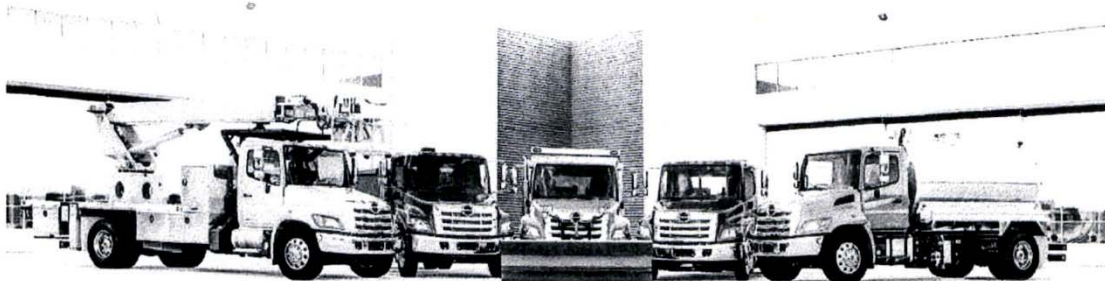
Appointments can be made by emailing purchasing@bentonvillear.com to view and/or inspect the trade-in equipment Monday through Friday from 8:00 A.M. to 4:00 P.M. on-site at the City of Bentonville Wastewater facility. Walk-In appointments to view and/or inspect the trade-in equipment will not be accepted.



TRUCKS

A Toyota Group Company

POWERON.



**CONVENTIONAL, CAB-OVER, HYBRID,
AWARD WINNING.**

Prepared By: Corey Miller 4797706040
cmiller@shipleymotor.com

Prepared For:

SHIPLEY MOTOR
324 S. BLOOMINGTON
LOWELL, AR 72745

Thursday, January 24, 2019 1:11:14 PM GMT



Prepared For
 Dealership 324 S. B. DOWNINGTON
 Prepared By Corey Miller
 Quote Name City of Bentonville
 Quote Id C78843FE

Options

S/O	Option	Subcategory	Description	Qty.
Series				
S	0050-001	Series	Conventional Chassis	1
Base Model				
O	0100-003	Base Model	XL8	1
S	0102-001	Model Year	2020 Model Year	1
O	0103-002	Axle Configuration	6X4 Axle Configuration	1
Vocation				
O	0512-002	Application	Straight Truck-Vocational	1
O	0515-005	Vocation	Dump Body	1
S	0521-002	Chassis Type	Clean Chassis Frame	1
O	0530-012	Weight Rating Vehicle	54,600 Lbs.	1
O	0524-004	Weight Rating Front	Front 14,600 Lbs.	1
O	0527-005	Weight Rating Rear	Rear 40,000 Lbs.	1
S	0536-001	Cab Type	Galvanized Steel Reinforced Two Door Day Cab	1
Body Integration				
S	1510-001	Transmission Interface Harness	Transmission Interface Harness	1
S	1518-002	Power Source - Interior	Interior Chassis Signals And PTO Control Interface	1
S	1519-001	Power Source - Exterior	Exterior Chassis Signals	1
Frame & Wheelbase				
O	2000-194	Wheelbase	194.00 In. Wheelbase	1
O	2001-1266	Cab To Axle/Trunnion Dimension	126.8 In. Cab To Axle/Trunnion Dimension	1
O	2015-075	Frame Rear Overhang	75.00 In.	1
S	2012-001	Frame Rail Rear	Straight Cut Rear Frame Rail	1



Prepared For:
 Dealership 304 S. B. COMINGTON
 Prepared By: Casey Miller
 Quote Name: City of Bentonville
 Quote Id: C78843FE

S/O	Option	Subcategory	Description	Qty.
S	2021-001	Front Bumper	Three Piece Cab Color Matched Painted Resin	1
S	2048-002	Front Tow Hook	LH And RH Frame Mounted Front Tow Hooks	1
O	2003-012	Frame Rail	Double Frame .25X11.563X3.76 In. Outer, 354X10.94X3.50 In. Inner, 120Kpsi (RBM 3,831,996/Rail)	1
S	2024-001	Battery Box	Integrated In Drivers Side Step	1
S	2060-001	Air Dryer Location	Under Hood RH Side	1
S	2063-001	Air Tank Location	Below Frame Rails Rear Of Cab On Separate Rails	1

Engine

O	2750-003	Engine	Hino A09, 9 Liter, 360HP, 1,150 Ft/Lbs. Torque	1
S	2792-001	Turbocharger	VGT Turbocharger	1
S	2753-001	Emission Cerification	EPA/CARB Emission Certification	1
S	2759-001	Engine Starter	Denso PA90L (12 V-4.8Kw)	1
O	2762-003	Alternator	Delco Remy 28 Si Brush Type (12V-180A)	1
S	2768-001	Power Steering Pump	Power Steering Pump	1
S	2771-001	Engine Oil Type	Hino Genuine Engine Oil SAE 15W-40	1
S	2774-001	Oil Filter	Oil Filter	1
S	2780-001	Engine Drain Plug	Non Magnetic Engine Oil Drain Plug	1
S	2801-001	Engine Air Compressor	Gear Driven Engine Air Compressor	1
S	2804-001	Air Dryer	Bendix AD-15 Air Dryer	1
S	2807-001	Intake Air Warmer	Intake Air Warmer	1
S	2810-001	Intake Air Filter	Donaldson Intake Air Filter and Service Indicator	1
S	2813-001	Engine Block Heater	Engine Block Heater With Insulated Breather Hose And EGR Valve	1

Cooling System

O	3100-001	Engine Cooling System	Engine Cooling System And Intercooler	1
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Prepared For:
 Dealership: 324 S. BEDFORD AVE
 Prepared By: Corey Miller
 Quote Name: City of Bentonville
 Quote ID: C78843FF

S/O	Option	Subcategory	Description	Qty.
S	3103-001	Cooling System Hose Clamps	Shrink Band Hose Clamp	1
S	3106-001	Engine Coolant	Engine Coolant	1
S	3115-001	Engine Fan	Engine Cooling Fan	1
S	3118-001	Fan Clutch	Electronically Controlled Engine Fan Drive	1

Exhaust

S	3500-001	Exhaust System Regulation	EPA 2010 Regulation Exhaust DPR-SCR	1
S	3503-001	Exhaust System	Stacked DPF And SCR Underneath Cab RH Horizontal Tailpipe	1
S	3509-001	DEF Tank	Heated DEF Tank 7.4 Gallons Frame Mounted LH Integrated In Drivers Side Step	1
S	3512-001	DEF Tank Cap	DEF Tank Cap	1

Transmission

S	3753-002	Transmission Shift Type	Automatic Shift	1
S	3750-001	Transmission	Allison 3000 RDS Automatic Transmission With PTO Provision	1
S	3765-002	Transmission Shift Selector	Push Button Electronic Shift Selector - Dash Mounted	1
S	3756-004	PTO Port Location	Both 4 And 8 O'clock	1
S	3762-003	Allison FuelSense®	Allison FuelSense® 2.0 Basic	1
S	3763-223	Allison Vocational Package	Allison Vocational Package Number 223	1
S	3767-008	Transmission Fluid	Synthetic Transmission Fluid - Automatic Transmission	1
S	3768-002	Transmission Oil Cooler	Transmission Oil Cooler	1

Driveline

S	4000-002	Drive Shaft	Dana Spicer SPL 170 Main Driveline With Half Round Yokes	1
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Front Axle

O	4300-006	Front Axle	Dana Spicer E-Series E-1462RW 14.6K Lbs. Single Front Axle	1
S	4306-001	Front Axle Lubrication	Synthetic Front Axle Lubrication	1
S	4312-001	Front Axle Hub Bearing	Front Axle Hub Bearing- ConMet Pre Set	1

Price List 9003-001



Prepared For:
 Dealership 324 S BLOOMINGTON
 Prepared By: Corey Miller
 Quote Name: City of Bentonville
 Quote Id: C78843FE

S/O	Option	Subcategory	Description	Qty.
S	4318-001	Power Steering Reservoir	2 qt. Power Steering Reservoir	1
S	4324-001	Steering Gear	Single ZF TRW TAS 85 Steering Gear With Remote Cooler	1

Suspension - Front

O	4500-006	Front Suspension	14.6K Lbs. Taper Leaf	1
S	4503-001	Front Suspension Shock Absorber	Shock Absorber	1

Rear Axle

O	4750-009	Rear Axle	Dana Spicer DSH40 40K Lbs. Rear Axle	1
O	8551-005	Differential Lock And Controls	Driver Controlled Inter-Axle Differential Lock and Rear Tandem Differential Lock	1
O	4753-001	Rear Axle Spacing	54.00 In.	1
S	4759-001	Rear Axle Lubrication	Conventional Rear Differential Gear Lubricant	1
O	4762-005	Rear Axle Ratio	4.88 Rear Axle Ratio	1

Suspension - Rear

O	5100-005	Rear Suspension	Hendrickson Tandem Axle Haulmax 40K Lbs. Heavy Duty Rubber Suspension	1
O	5103-002	Rear Suspension Shock Absorber	Shock Absorber	1

Brakes

O	5500-005	ABS And Safety Systems	Wabco 6S/6M ABS Without Automatic Traction Control System	1
S	5503-001	Front Axle Brake Type	Air Bendix 16.5X5 S-Cam ConMet Drum	1
O	5506-003	Front Axle Brake Chambers	Type 24 Bendix Service Chambers	1
O	5513-002	Front Axle Slack Adjusters	5.50 Inch Bendix Slack Adjusters	1
O	5509-002	Rear Axle Brake Type	Air Bendix 16.5X7 In. S-Cam ConMet Drum Tandem Axle	1
O	5512-003	Rear Axle Brake Chambers	Type 30/30 Bendix Service Chambers	1
O	5514-003	Rear Slack Adjusters	5.50 Inch Bendix Slack Adjusters	1
S	5528-001	Service Brake System Type	Air Brake	1
S	5530-001	Service Brakes Circuit	Service Brakes Circuit - Straight Truck	1



Prepared For:
 Dealership: 324 S. BLOOMINGTON
 Prepared By: Corey Miller
 Quote Name: City of Bentonville
 Quote #: C788431 E

S/O	Option	Subcategory	Description	Qty.
O	5533-005	Parking And Emergency Brake	Parking and Emergency Brake 6X4 Straight Truck	1
S	5539-001	Air Reservoirs	Dual 9 Gallon Steel Air Tanks	1
S	5545-001	Air Reservoir Drain Valves	Haldex Manual Drain Valve On All Tanks	1

Electrical

O	6000-001	Battery	(3) Exide Group 31 Batteries (600 CCA X 3)	1
S	6003-001	Chassis Wiring	Chassis Wiring	1
S	6009-002	Cruise Control	Cruise Control Without Adaptive Cruise Control	1
S	6015-001	Headlights	LED Headlights	1
S	6030-001	Clearance And Identification Lights	Clearance And Identification Lights	1
S	6033-001	Stop/Turn/Tail And Back Up Lights	Combination Type Stop/Turn/Tail/Back-Up Lights	1
S	6042-002	Reverse Lamp	Reverse Lamp - Straight Truck	1
S	7396-003	License Plate Bracket	License Plate Bracket Lamp	1
O	6051-002	Extra Switch	Rear Body Interior Light Switch	1

Fuel System

S	6500-002	Fuel Tank	Rectangular 50 Gallon Aluminum Fuel Tank Driver's Side	1
S	6506-001	Fuel Tank Cap	Non Locking Fuel Tank Cap	1
S	6509-001	Fuel Water Separator	Davco Fuel Pro® 382 Fuel Water Separator With Electric Pre-Heater	1

Wheels And Tires

O	6703-006	Front Tire	Front Tire 12R 22.5 Bridgestone R268 H-Load Range - 16	2
O	6709-003	Front Wheel	Front Wheel 22.5x9.00 White Powder Coated Steel Accuride	2
O	6715-005	Rear Tire	Rear Tires 11R 22.5 Bridgestone M799 H-Load Range - 16	8
S	6721-003	Rear Wheel	Rear Wheels 22.5x8.25 White Powder Coated Steel/White Powder Coated Steel	8



Prepared For:
 Dealership 324 S. BLOOMINGTON
 Prepared By: Corey Miller
 Quote Name: City of Bensenville
 Quote Id: C78843FE

S/O	Option	Subcategory	Description	Qty.
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S	6731-001	Valve Caps	Nickel-Plated Brass Valve Caps	1
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Cab Exterior

S	7300-002	Exterior Cab Accessories	Paint Protection Tape	1
S	7321-001	Exterior Cab Step	Steel Driver And Passenger Entry Steps - Straight Truck	1
S	7324-002	Exterior Grab Handle	Driver's And Passenger Side Exterior Entry Grab Handle	1
S	7333-001	Hood	Single Piece Polyester And Glass Sheet Molded	1
S	7339-001	Grille	Chrome Plated Plastic Horizontal Bar	1
S	7357-001	Hood Tilt and Latch	Hood Tilt Assist And Latch	1
S	7336-001	Fender Mounted Turn Lamp	Front Fender Mounted Turn Lamp	1
S	1527-002	Cab Suspension	Cab Suspension Mounting - Air	1
S	7342-001	Windshield	Laminated Windshield	1
S	7345-001	Windshield Wipers	Intermittent Windshield Wipers	1
S	7348-001	Windshield Washer Fluid Reservoir	Washer Fluid Reservoir	1
S	7354-001	Rear Window	Rear Window	1
S	7369-001	Primary Side View Mirrors	Black Primary Side View Mirror Upper Flat Lower Convex	1

Cab Interior

S	8200-002	Interior Cab Trim	Full Interior Cab Trim With Lower Rear Trim	1
S	8205-001	Center Dash Panel	Center Dash Switch Panel	1
S	8212-001	Overhead Storage	Overhead Storage Driver And Passenger Side	1
S	7351-001	Sun Visors	Driver and Passenger Interior Sun Visors	1
S	8224-001	Floor Mat	Vinyl Floor Mat And Heat/Noise Insulation	1
S	8320-001	Door Locks	Manual	1
S	8323-001	Interior Door Handle	Interior Door Handle-Black	1
S	8326-001	Exterior Door	Exterior Cab Door	1
S	8245-001	Horn	Electric Horn	1
S	8242-001	Steering Column	Steering Column With Tilt And Lock	1



Prepared For
 Dealership 334 S. B. OOMINGTON
 Prepared By Corey Miller
 Quote Name City of Bentonville
 Quote Id C76843-E

S/O	Option	Subcategory	Description	Qty.
S	8239-001	Steering Wheel	Steering Wheel	1
O	8248-002	Cup Holders	Dash Mount Cup Holder Plus Pull Out Cup Holder	1
S	8254-002	Entertainment System	Denso Ten Radio CD,FM,AM,Bluetooth, Clarion Antenna	1
S	8257-001	Speakers	Denso Ten 10 Watt Speakers - Driver And Passenger	1
S	8260-002	Cigarette Lighter	Center Mount 12V/120W Accessory Receptacle	1
S	8263-001	USB Charging Port	Dash Mounted 2.1 Amp USB Charging Port	1
S	8269-001	Cab Heater And Air Conditioning Controls	Heater And Air Conditioning Controls	1
S	8275-001	Cab Air Inlet Filter	Cab Air Inlet Filter	1
S	8278-001	Air Conditioning	Air Conditioning	1
S	8281-001	Cab Heater	Cab Heater	1
S	8296-001	Drivers Seat	National 4 Way Adjustable High Back Vinyl Air Suspension RH Arm Rest	1
S	8299-001	Passenger Seat	National Seating High Back Vinyl	1
O	8311-003	Front Seat Belts	Driver And Passenger 3-Point Seat Belt Black	1
S	8227-001	Interior Dome Lamp	Interior Dome Lamp	1
S	8329-001	Number Of Keys	Two Keys	1
S	8335-001	Interior Grab Handle	Interior Grab Handles 26 In. A Pillar RH/LH And 14 In. Long B Pillar RH/LH	1
S	8347-002	Window Controls	Window Control-Manual	1
O	8368-002	Fire Extinguisher	2.5 Lb. Fire Extinguisher	1
O	8371-002	Safety Triangle	Safety Triangles	1

Instruments And Controls

S	8500-001	Instrument Cluster	Electronic Instrument Cluster	1
S	8533-001	Hour Meter	Hour Meter	1
S	8536-001	Parking Brake Warning Alarm	Parking Brake Warning Lamp	1
S	8539-001	Coolant Level Warning Alarm	Coolant Level Warning	1

2020 HINO XL8

GVW: 34,200-62,000 LBS. BBC: 110"
ENGINE MODEL: HINO A09 360HP
1,150 LB-FT TORQUE (AVAILABLE)



TRUCKS

A Toyota Group Company



TELEMATICS, CASE MANAGEMENT, REMOTE DIAGNOSTICS...STANDARD.

At Hino we're changing the way we support our vehicles and customers so that your business is first. From the moment you take delivery of your Hino Insight equipped connected vehicle, you're on the road to more uptime and lower operating costs. Combining Telematics, Remote Diagnostics and Case Management in one integrated platform, Hino Insight puts critical vehicle and driver management tools at your fingertips.



DAVIS **DUMP BODIES**



**COMPETITIVE
PRICE!**

**ONE-DAY
INSTALLATION**



**RUGGED
CONSTRUCTION**

(501) 562-6295 ■ FAX (501) 562-4036

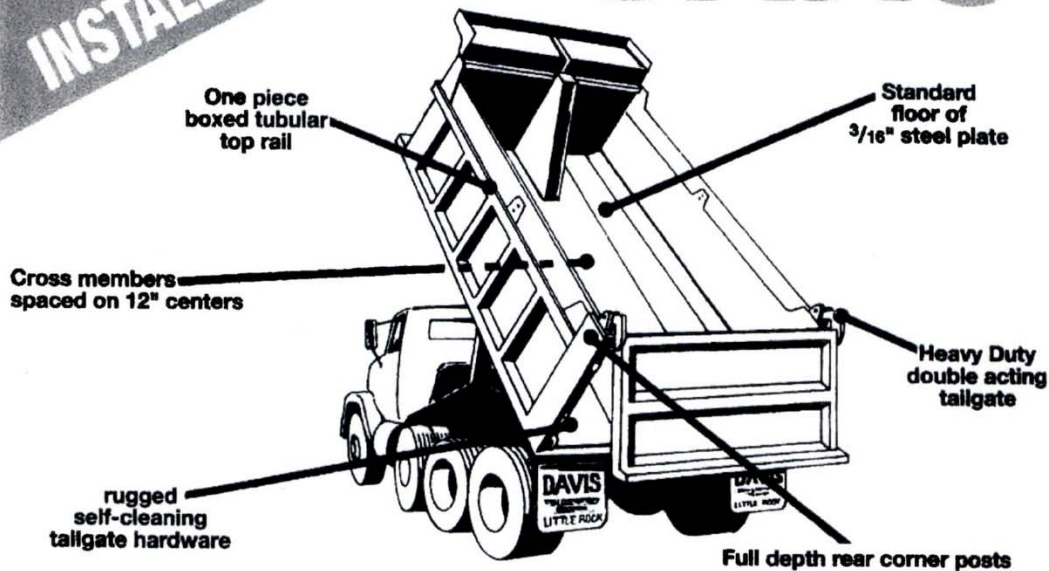
CALL TOLL FREE: OUTSIDE ARKANSAS 1-800-233-1335
INSIDE ARKANSAS 1-800-482-9484
PARTS 1-800-873-2847

<http://www.davisdump.com>

Founded in Arkansas in 1928

**ONE DAY
INSTALLATION**

DAVIS



Founded in 1928, Davis Trailer & Truck Equipment Company began with a firm dedication to specialize in the manufacturing and installation of high-quality, top-of-the-line dump bodies, and complementary equipment such as tag and pusher axles, asphalt aprons, cab protectors, and air operated tailgates. We attribute our rapid growth over 60 years to a fervent belief that our customers are number one, thus entitling them to quality products as well as quality service.

We can assure our customers of quality service by:

1. Maintaining a large stock of the most popular body sizes. When you call us we will have your body in stock.
2. Maintaining a large stock of service parts to guarantee you one-day installation of standard bodies and fast installation of specialized equipment.
3. Maintaining a streamlined manufacturing process for specialized bodies so that you will not have to wait.

Davis is also a full-line truck equipment distributor, specializing in flatbed dumps, service, cranes, lift axles, winch bodies and more.

DAVIS

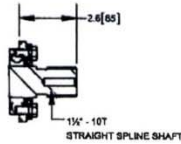
TRAILER AND TRUCK EQUIPMENT, INC., Little Rock, AR
 7609 Col. Glenn ■ P.O. Box 4129 ■ Little Rock, AR 72214
 (501) 562-6295 ■ FAX (501) 562-4036

CALL TOLL FREE:

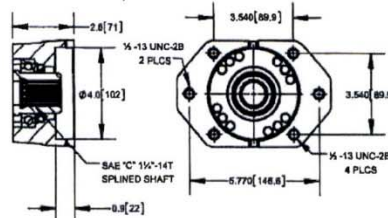
OUTSIDE ARKANSAS 1-800-233-1335
 INSIDE ARKANSAS 1-800-482-9484
 PARTS 1-800-873-2847

<http://www.davisdump.com>

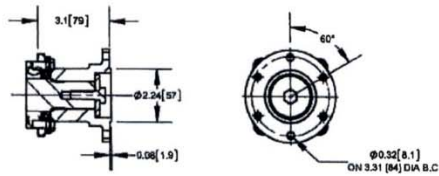
OUTPUT OPTIONS (CONT)



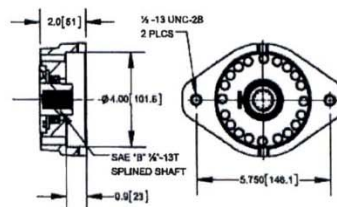
"X" OUTPUT - 1 1/2"-10T SHAFT
FOR COMP FLANGE



"Z" OUTPUT - SAE "B" 2/4-BOLT FLANGE
SAE "C" 1 1/4"-14T SHAFT



"2" OUTPUT - DIN 100 COMP FLANGE



"6" OUTPUT - SAE "B" 2-BOLT SPECIAL

MODEL NUMBER CONSTRUCTION

CS-24-A10-08 H-1-C-X

PTO Type

Clutch Shift — CS

Mounting

10 Bolt Mount — 24

10 Bolt Mount Remote Solenoid — 25

Transmission

Allison

CS Gear Data

10.16P RH — A10

Speed Ratio

05 — .55:1

06 — .64:1

07 — .74:1

08 — .84:1

10 — .97:1

12 — 1.19:1

15 — 1.47:1

Shifter Type

12V Elec/Hyd — H

24V Elec/Hyd — J

Assembly Arrangement

1

3

Special Features

X — None (Pressure Lube Std. on all Units)

B — 48" Hose Kit

D — Pulse Generator & EOS-111

U — Pulse Generator

2 — 36" Lube Hose Kit

3 — 17" Lube Hose Kit

4 — Lube Hose Delete

Output Types

B — 1-3/4" Round 5/8kW

C — 1410 Companion Flange

D — DIN 5462 Euro

G — Special

I — DIN 5462

K — SAE "B" 2- & 4-Bolt

P — SAE "BB" 2- & 4-Bolt

Q — SAE "A" 2-Bolt

S — SAE "B" 2-Bolt

T — SAE "A" 2-Bolt 3/4" 11T

V — For Muncie Extended Shaft*

*Extended Shaft not included

Y — SAE "C" 2-Bolt

Z — SAE "B" 2- & 4-Bolt SAE "C" Shaft

2 — DIN100 Companion Flange

6 — SAE "B" 2-Bolt Special

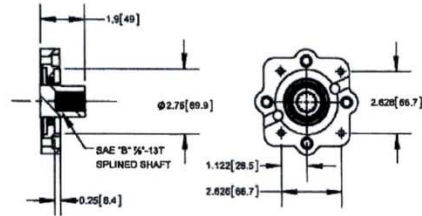


**Muncie
Power
Products**

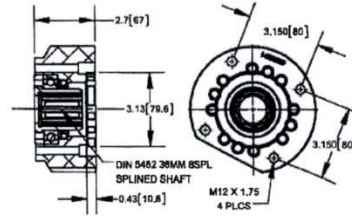
A Member of the Interpump Group
MP15-22 (Rev. 07-18)

201 East Jackson Street • Muncie, Indiana 47305
800-367-7867 • Fax 765-284-6991 • info@munciepower.com • www.munciepower.com
Specifications are subject to change without notice. Visit www.munciepower.com
for warranties and literature. All rights reserved. © Muncie Power Products, Inc. (2013)

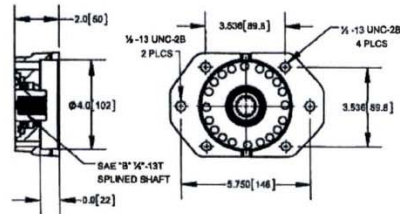
OUTPUT OPTIONS (CONT)



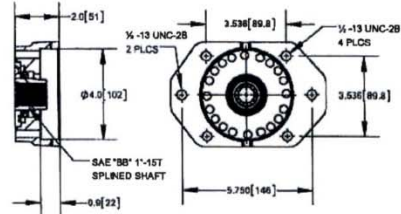
"G" OUTPUT - SPECIAL 4-BOLT DANA MOUNT FLANGE
SAE "B" 1/4"-13T SPLINED SHAFT



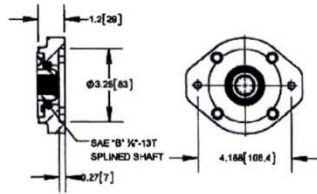
"I" OUTPUT - DIN 5462



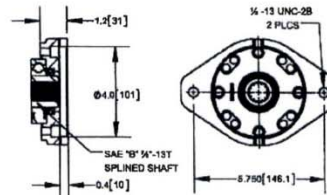
"K" OUTPUT - SAE "B" 2/4-BOLT



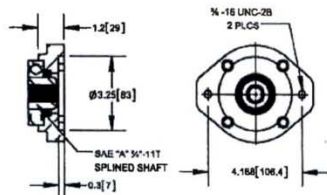
"P" OUTPUT - SAE "B" 2/4-BOLT FLANGE
SAE "BB" 1"-15T SPLINED SHAFT



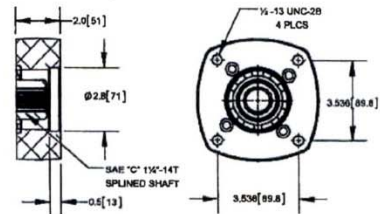
"Q" OUTPUT - SAE "A" 2-BOLT FLANGE
SAE "B" 1/4"-13T SPLINED SHAFT



"S" OUTPUT - SAE "B" 2-BOLT

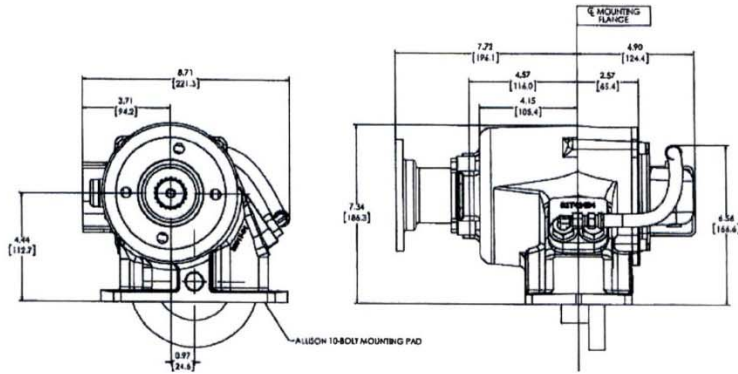


"T" OUTPUT - SAE "A" 2-BOLT FLANGE
SAE "A" 1/4"-11T SPLINED SHAFT

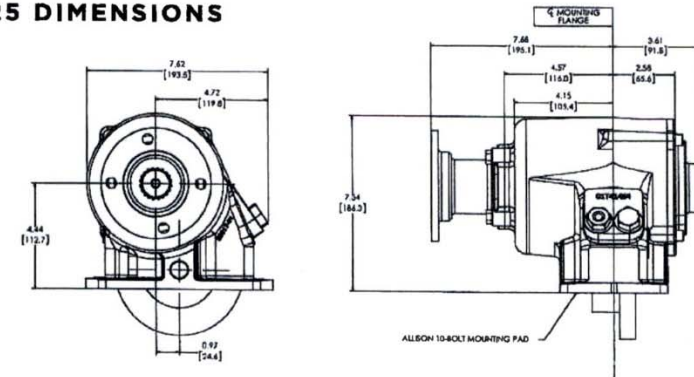


"V" OUTPUT - FOR MUNCIE EXTENDED SHAFT

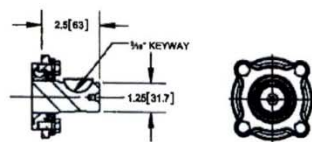
CS24 DIMENSIONS



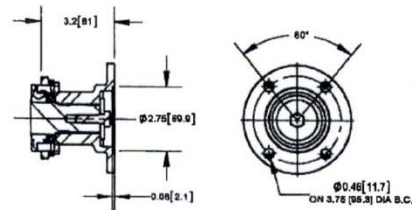
CS25 DIMENSIONS



OUTPUT OPTIONS



"B" OUTPUT - 1.25" RD SHAFT W/ 5/16" KEY



"C" OUTPUT - 1410 COMP FLANGE



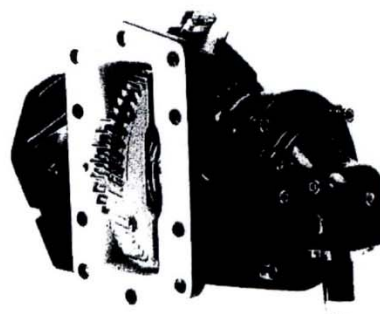
CS24/25 SERIES

CLUTCH SHIFT POWER TAKE-OFF



HEAVY DUTY IN A SMALLER PACKAGE

Designed with the same technology as the CS10 Series, the CS24 Series power take-off is 20 percent smaller. CS PTOs are engaged by means of a direct mounted solenoid, which activates an internal wet clutch pack. Installation is simplified with a single hose connection.



KEY FEATURES

- Four remote mount output shafts in both keyed and flange types: Versatility for remote pump drives
- S.A.E. "A", "B", "BB", and DIN 5462 direct mount pump options: Fits most popular pumps
- Rotatable direct mount flanges: Allows pump to be positioned for maximum clearance
- Compatible with PTO Shaft Extensions for Allison transmissions: Moves the pump mount to the rear of the transmission for large pump clearance
- Muncie drag brake prevents shaft rotation in the "OFF" mode
- Standard pressure lubrication: No extra cost
- Two assembly arrangements: Allows the PTO to be mounted shaft high or low on either side of the transmission

PTO TORQUE & HORSEPOWER RATINGS

SPEED RATIO	INTERMITTENT HP@1,000 RPM	INTERMITTENT TORQUE LBS.FT.	CONTINUOUS TORQUE LBS.FT.	INTERMITTENT [KW]@1,000 RPM	INTERMITTENT TORQUE [NM]	CONTINUOUS TORQUE [NM]
05	62	325	228	[46]	[440]	[308]
06	62	325	228	[46]	[440]	[308]
07	58	305	214	[43]	[414]	[290]
08	56	295	207	[42]	[400]	[280]
10	55	290	203	[41]	[393]	[275]
11	48	250	175	[36]	[338]	[237]
12	48	250	175	[36]	[338]	[237]
15	38	200	140	[28]	[271]	[180]

Approximate Weight: 52 lbs. (23.6 Kg.)

DAVIS

TRAILER & TRUCK EQUIPMENT, INC.

P.O. Box 4129 • 7609 Colonel Glenn • Little Rock, Arkansas 72214-4129
(501) 562-6295 • In Ark. 1-800-482-9484 • Out of Ark. 1-800-233-1335

THE PRICE INCLUDES COMPLETE INSTALLATION, DIRECT MOUNT
HYDRAULIC PUMP WITH AIR SHIFT CONTROL VALVE, "HOT" SHIFT
PTO FOR ALLISON AUTOMATIC TRANSMISSION, MUDFLAPS, D.O.T.
LIGHTING FOR THE DUMP BODY, OSHA SAFETY BODY PROP, BACKUP
ALARM AND WHITE PAINT PER SPECIFICATIONS. THE PRICE IS
FIRM FOR 180 DAYS PROVIDED A PURCHASE ORDER IS ISSUED BY
02/28/19.

ACCEPTED. The above prices, specifications and conditions are satisfactory and
are hereby accepted. You are authorized to do the work as specified. Payment
will be made as outlined above. Please refer to Quotation Number when placing
your order.

QUOTE TOTAL: \$

Date of Acceptance: _____

Firm: _____

By: _____





Prepared For
 Dealership 324 S. BROADWAY
 Prepared By Corey Miller
 Quote Name City of Bentonville
 Quote Id C78843FE

S/O	Option	Subcategory	Description	Qty.
Paint				
S	8900-001	Paint	Single Paint Color - Existing Solid Paint Color	1
S	8903-001	Primary Cab Paint Color	Hino Nippon Bright White (HVJ)	1
S	8905-001	Paint Process	Hino Factory Cab Paint	1
Sales Administration				
S	9003-001	Price List (Data Book)	Price Structure: 01	1
S	9009-001	Owner's Manual	Owners Manual	1
Warranty And Additional Services				
S	9900-001	Vehicle Warranty	Base Vehicle Warranty - 2 Years / Unlimited Mileage	1

DAVIS TRAILER & TRUCK EQUIPMENT, INC.

P.O. Box 4129 • 7609 Colonel Glenn • Little Rock, Arkansas 72214-4129
(501) 562-6295 • In Ark. 1-800-482-9484 • Out of Ark. 1-800-233-1335

QUOTATION NUMBER 13471

QUOTE DATED: 01/22/19
EXPIRES ON: 02/28/19

SHIPLEY MOTOR COMPANY
ATTN: MR. COREY MILLER
P.O. BOX 250
LOWELL, AR 72745

RE: CITY OF BENTONVILLE IFB-19-02-2019 MODEL DUMP TRUCK F.O.B.: LITTLE ROCK, AR
PHONE: 479-770-6040 CELL: 479-713-9991 EMAIL: cmiller@shipleymotor.com FAX: 479-720-6146

ENTERED BY	SALESPERSON	CONTACT	SHIP VIA	ESTIMATED DELIVERY	INVOICE TERMS
KL	CHET MERCER	MR. COREY MILLER	DELIVERED	30 DAYS ARO 15 DAYS ARC	CHECK AT COMPLETION
QTY	DESCRIPTION			UNIT PRICE	

1

DAVIS EFMT 15-15

DAVIS EFMT 15-15: 15' 15-18 CUBIC YARD ELLIPTICAL DUMP
BODY (COMBINATION FLAT FLOOR/20" RADIUS SIDES) WITH:
1/2 CAB PROTECTOR INSIDE DIMENSIONS:
(FULL WIDTH - 24" OVER CAB) SIDES - 48"
HEAVY DUTY AIR OPERATED TAILGATE ENDS - 54"
(NINE PANEL) WIDTH - 87"
HEAVY DUTY ASPHALT APRON LENGTH - 15'
(3" PIPE LIP)
DAVIS SIDE REAR STEPS - INSIDE STEPS
FRONT AND REAR MUDFLAPS
ALL L.E.D. LIGHTS - 8" SIDE BOARDS
OVAL STOP, TURN AND TAIL LIGHTS IN REAR CORNER POSTS
FULL LENGTH FENDERS
DAVIS TOWER CONTROLS (FULL AIR)
"HOT" SHIFT PTO FOR ALLISON 3500 RDS

EQUIPPED WITH:
DAVIS FMT 63-140: THREE STAGE FRONT MOUNT TELESCOPIC
HOIST WITH 38 TONS LIFT CAPACITY (NTEA CLASS 110)

CONSTRUCTION:
PER CUSTOMER'S EXACT SPECIFICATIONS

ADDITIONAL EQUIPMENT:
1. D.O.T. TRIANGLE WARNING KIT
2. 5#'S ABC FIRE EXTINGUISHER
3. 60,000#'S RATED CAPACITY TOWING PACKAGE FOR AIR
BRAKE EQUIPPED TRAILERS

THE ABOVE EQUIPMENT MEETS OR EXCEEDS ALL SPECIFICATIONS
IN THE INVITATION TO BID.

ACCEPTED. The above prices, specifications and conditions are satisfactory and
are hereby accepted. You are authorized to do the work as specified. Payment
will be made as outlined above. Please refer to Quotation Number when placing
your order.

Date of Acceptance: _____

Firm: _____

By: _____

2020 HINO XL8



ENGINE/DRIVELINE				CHASSIS EQUIPMENT				WHY DRIVERS LOVE OUR TRUCKS				
Model	Hino A09			Fuel tank	STD 50 gallon OPT Dual 50 gal./Single 90 gal./Single 120 gal.			LED Headlights				
Type	Diesel 2 stage, 6-cylinder in-line water-cooled, dimple dry cylinder liners			DEF tank	7.4 gal. Heated			Bluetooth AM/FM radio with CD player				
Fuel system	Common rail, direct injection type (Denso)			FRONT AXLE/SUSPENSION				Air ride drivers seat				
Max. hp/torque	STD 300 hp / 900 lb.-ft. OPT 330 hp / 1,100 lb.-ft. OPT 360 hp / 1,150 lb.-ft.			Axle	STD 12.5K Dana Spicer E-1252RW OPT 14.6K Dana Spicer E-1462RW OPT 16K Dana Spicer D2000F			Cabmate cab air suspension				
Displacement	9L			Spring	STD 12K Taper-leaf springs with shock absorbers OPT 14.6K, 16K Taper-leaf springs with shock absorbers			In-dash USB charging port				
Bore and stroke	4.4 x 5.9 in.			REAR AXLE/SUSPENSION				Air conditioning				
Drive Shaft	Dana Spicer SPL 170			Axle	STD 21K Dana Spicer S21-172 OPT 23K Dana Spicer S23-172 OPT 40K Dana Spicer Tandem D40-145, D40-157, or DSH40 OPT 46K Dana Spicer Tandem D46-172			Cruise control				
TRANSMISSION				Axle ratio range	3.55-5.57			Tilt and telescopic steering wheel				
Type	Allison six speed automatic with Fuelsense 2.0			Spring suspension	STD Multi leaf spring OPT Shock absorber OPT Sub leaf helper spring OPT Rubber helper spring			50 Degree wheel cut				
Model	STD 3000 RDS	OPT 3000 HS	OPT 3500RDS	Air suspension	OPT 21K or 23K Air ride - Hendrickson OPT 40K or 46K Air ride - Hendrickson Comfort Air			WHY OWNERS LOVE OUR TRUCKS				
PTO	Yes	No	Yes	WHEELS & TIRES				   				
Ratios	1st	3.49	3.49	4.59					ENGINE WARRANTY			
	2nd	1.86	1.86	2.25					STD - 5 years/250,000 miles			
	3rd	1.41	1.41	1.54					OPT - 7 years/150,000 miles			
	4th	1	1	1					HINOCARE			
	5th	0.75	0.75	0.75					OPT - Preventive care extension			
	6th	0.65	0.65	0.65					HINOWATCH			
Rev.	-5.03	-5.03	-5.00	-5.00					24/7 Roadside Assistance			
WEIGHT CAPACITIES				SAFETY EQUIPMENT				HINO INSIGHT				
Front axle lbs.	12,000-16,000			Foundation brakes	STD Bendix "S" Cam drum brakes OPT Bendix disc brakes			Telematics by Verizon				
Front suspension lbs.	12,000-16,000			ABS & Safety system	STD WABCO 4S 4M ABS OPT WABCO Stability control including automatic traction control (STD for Tractor) OPT WABCO OnGuard Collision Mitigation system & WABCO OnLane Lane Departure Warning system			STD 1 Year OPT 3 & 5 Yr				
Rear axle lbs.	21,000-46,000			Air dryer	Bendix AD-15			Remote Diagnostics				
Rear suspension lbs.	21,000-46,000							STD 5 Years				
GVW lbs.	34,200-62,000							Case Management				
GCWR max lbs.*	72,000							STD 5 Years				
ELECTRICAL EQUIPMENT				WHEELS				POPULAR OPTIONAL EQUIPMENT (partial list)				
STD Two, parallel connection, 1200 CCA (GR 31)				STD Steel 22.5X8.25 10-stud disc powder coated white OPT 22.5X8.25, 22.5X9 white or polished aluminum				Allison Fuel Sense Plus / Max				
Batteries	OPT Multiple two battery choices OPT Multiple Three battery choices			All STD 11R22.5 R268 G-Load range				Cab paint, exterior - custom (factory)				
Alternator	STD 12V, 130A, Delco (brush) OPT 12V-135A (brushless), 180A or 200A (brush)			Front OPT 295/75, 315/80, 12R 22.5 in multiple treads and load ranges Rear OPT 295/75, 315/80, 435/55, 12R 22.5 in multiple treads and load ranges				Differential lock and controls				
Starter	Denso-12V, 4.8kW			Tires				Engine Idle shutdown 3, 5, 10 minute				
FRAME				SAFETY EQUIPMENT				Front frame extension and stationary grille				
Ladder type	Straight C channel			Foundation brakes				GVW de-rate available				
Frame In. Thick/Height/Width	STD Single .35/10.2/3.5	OPT Single .44/11.1/3.6	OPT Double Inner .35/10.9/3.5 Outer .25/11.6/3.8	Foundation brakes				Mirrors, fender mounted-chrome (both sides or passenger only)				
RBM in. -lbs.	1,877,214	2,611,808	3,831,996	ABS & Safety system				Mirrors, outside rearview-chrome				
Width (in.)	34.08	34.25	34.58	Air dryer				Mirrors-power heated (available in chrome)				
Yield strength (PSI)	120,000			Air dryer				Convex Passenger side look down mirror				
6X4 DIMENSIONS/WEIGHTS				SAFETY EQUIPMENT				Power windows and door locks (available with keyless entry)				
Wheelbase (in.)	152	182	194	214	233	261	265	275	281	182	194	
Cab to axle (in.)	84.8	114.8	126.8	146.8	165.8	193.8	197.8	207.8	213.8	114.8	126.8	
4X2 DIMENSIONS/WEIGHTS				SAFETY EQUIPMENT				Programmable speed limit 65.70 mph				
Wheelbase (in.)	152	175	181	187	196	205	212	217	235	253	271	
Cab to axle (in.)	84.8	107.8	113.8	119.8	128.8	137.8	144.8	149.8	167.8	185.8	203.8	
											280	
											289	
											298	
											304	
											152	
											165	
											97.8	

All specifications of the products are with normal manufacturing allowances and tolerances. Hino Motors Sales, U.S.A., Inc. reserves the right to alter specifications at any time without previous notice.
*GCWR will vary based on vocation.

H55 CONXL8 120

WWW.HINO.COM



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
x	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 12, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request for a waiver of bid to allow for the purchase of vehicle repairs and maintenance needs from Superior Automotive Group of Fayetteville/Cadillac of Bentonville. The 2019 Budget total budget allotment for Property Services Vehicle Repairs and Maintenance is \$206,500.00 in total. This total amount includes the repair and maintenance needs of the entire fleet including specialty vehicles and tire purchases. The largest portion of this budgeted amount, \$139,000.00 is dedicated to ongoing fleet vehicle maintenance and general repairs and we are currently using Superior Cadillac for our maintenance and repair needs on our fleet that consists mostly of Chevrolet Tahoes. Located on Moberly Lane in Bentonville, Superior Cadillac, promotes safety and convenience, and also allows for quick turnarounds on vehicle maintenance and repair needs. Consolidating maintenance requirements such as oil changes, and having these services performed by a General Motors (GM) certified dealer, increases the reliability of our fleet and better protects the factory warranty. As a GM certified dealer, Superior Cadillac uses original equipment manufacturer (OEM) parts that maintain the performance and safety ratings of our police vehicles. We have currently expended approximately \$19,000.00 and a waiver of bid (\$50,000.00 in total) will be necessary to continue our vehicle operations until a formal competitive bidding process can be completed.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date 3/12/2019

Requested by: Chief Jon Simpson

Department: Police Department

DESCRIPTION OF REQUEST:

Type of Equipment: Fleet vehicle maintenance and general repairs

Year & Model: Not applicable

Serial # None

To Be Purchased From: Cadillac of Bentonville, Superior Automotive Group

2300 SE Moberly

Bentonville, Arkansas 72712

Amount: Base Amount: \$50,000.00

Tax:

*Other:

TOTAL

\$ 50,000.00

* List all other costs: (not to exceed above detailed budgeted amount)

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

The 2019 budget dedicates \$139,000 to ongoing fleet vehicle maintenance and general repairs. A waiver of bid in the amount of \$50,000 will allow operations to continue until a competitive bidding process is finalized.

Department Head

Director of Finance & Administration

Revised 6-18-99

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTOMOTIVE GROUP FOR CERTAIN POLICE VEHICLE MAINTENANCE SERVICES AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Superior Auto Group for certain maintenance services for Bentonville Police Department vehicles, in an amount not to exceed \$50,000.00.

Section 2: Because Superior is the provider of the police vehicles and provides law enforcement upfitting services and warranty work related to such vehicles, and because it is the current fleetwide vehicle maintenance provider, and because the City is in the process of working to develop specifications for bidding such services, but is in immediate need of authorization for maintenance while the bid in process, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK