



**Revised Agenda: Adding
approval of March 13, 2020
Special Meeting Minutes.**

BENTONVILLE CITY COUNCIL AGENDA

Note – Due to health concerns related to COVID-19, and the current Federal recommendations to avoid gatherings of 10 or more people, some of all of the members of the City Council, as well as City staff members, may attend this meeting by phone or other remote means. There is no provision allowing for the public to attend the meeting by electronic means, but the Community Development Building will be open for the public to attend. Those that do attend will be asked to watch the meeting from the building's lobby. Attendees will only be allowed into Council chambers to make a public comment or to speak during any public hearing on the agenda. Those who do attend should observe the CDC recommendations concerning hygiene and social distancing (keeping at least 6 feet away from other persons present at the meeting). Moreover, no one should attend this meeting if they are experiencing any type of illness involving a fever, sneezing or coughing. Those wishing to make public comments who do not want to attend the meeting may do so in written form, submitted to cc.comments@bentonvillear.com by at least 4:30 p.m. on the day of the meeting and those comments will be communicated to the members of the Council and the Mayor.

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

**Tuesday, March 24, 2020 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: March 10, 2020 & March 13, 2020**

AGENDA

1. A resolution to support the installation of artwork titled "Art Feeds Mural Created by the Sunshine School" in Citizen's Park near the inclusive playground. The Public Art Advisory Committee and the Bentonville Parks and Recreation

Advisory Board have approved the proposal. Art Feeds is funding the design and the Parks and Recreation Department is funding installation, approximately \$250. Proposal attached. **(Pages 4-12)**

2. Public hearing and ordinance vacating an Alley ROW Vacation at 1235 NE Monroe of W.A. Burks Addition to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 13-16)**
3. Resolution setting a Public Hearing for April 14, 2020 for a Drainage and Utility Easement Vacation requested for Livingston Square Subdivision. **(Pages 17-19)**
4. **Tabled from February 25, 2020 Agenda** - Resolution authorizing the Mayor and City Clerk to execute a Lease between the City of Bentonville, as Lessor and CPS VENTURES, LLC, as Lessee, for a hangar site located at the Bentonville Municipal Airport. **(Pages 20-30)**
5. Resolution authorizing the Mayor and City Clerk to consent to the assignment of a Land Lease Agreement and Statement of Agreement for an existing hangar footprint located at the Bentonville Municipal Airport. **(Pages 31-41)**
6. Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Temple Inc. to purchase (1) one eight phase cabinet assembly and (4) four traffic signal led heads w/ flashing yellow arrows and waiving the requirement of competitive bidding. Temple Inc. is a sole source provider and the only authorized seller, service and repair supplier for the Iteris family of products for the state of Arkansas. **(Pages 42-47)**
7. Bid award IFB-20-24 for the purchase of (2) Two 2020 Regular Cab and Chassis 4x4 trucks, with dump body. **(Pages 48-58)**
8. Bid Award to Emergency Vehicle Specialists (EVS) through participation in the HGAC Cooperative (Co-op) contract, EE08-19, for the purchase of five (5) Rapid Intervention Team Packs (RIT Packs). Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of EE08-19, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. **(Pages 59-65)**
9. Resolution declaring certain property (Pyromate Electronic Fireworks System) surplus and transferring it would be a responsible disposal of the equipment. **(Pages 66-68)**
10. Ordinance requesting a waiver of bid for the purchase of uniforms for the Bentonville Fire Department. Due to the nature of the type of uniforms used for the Fire Department, the local location in Springdale, and other factors explained in the attached Purchasing Memo, Galls is considered the sole source for the purchase of uniforms for the City's Public Safety Departments. **(Pages 69-73)**
11. Resolution to authorize Mayor and Clerk to sign add-on agreement to 2015 Invoice Cloud agreement that adds Text to Pay and Online Bank Direct to agreement. **(Pages 74-80)**

12. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Carroll Electric Cooperative to replace a 69kV structure to obtain clearance over a 3-phase distribution for \$64,000.00. **(Pages 81-85)**
13. Bid award IFB-20-10 to Luttrell Enterprises for brush hog and rough mowing of city airport in an amount not to exceed \$30,000.00. This is a 2020 budgeted item. This agreement may be extended up to 3 years upon mutual agreement of both parties. **(Pages 86-110)**
14. Bid award to McLarty Daniel in the amount of \$60,224.00 for a RAM 5500 Crew Cab truck chassis w/dump bed. This is a 2020 approved budget item to replace a current 2009 dump truck. The bid award is for 3 trucks at a total price of \$174,852.00, Water Utilities and the Street Dept. combined our efforts in this bid. Water Utilities will receive one truck at \$60,224.00 and the Street department will receive two trucks for the remainder \$114,628.00. Water Utilities approved 2020 budget for replacement of the dump truck is \$115,000.00. Thank you for your consideration for this request. **(Pages 111-121)**
15. Bid award IFB-20-21 to Shupe and Associates for purchase of three (3) phosphorous analyzers for plant process control in the amount of \$52,083.68. **(Pages 122-154)**
- 16a. Bid Award to Multi-Craft Contractors through participation in The Interlocal Purchasing System (TIPS) Cooperative (Co-op) contract, 190201 for replacement of District Court HVAC systems. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 190201, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. The total amount of the contract would be \$153,828.00 (includes labor, materials and taxes). **(Pages 155-156)**
- 16b. Budget adjustment in the amount of \$3,828.00 to cover cost of replacement of District Court HVAC pursuant to bid award to Multi-Craft Contractors. **(Pages 157-158)**
17. Ordinance requesting City Council approval to waive the competitive bidding process and authorize the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc. **(Pages 159-166)**
18. Budget adjustment for City Council approval, in the amount of \$394,646.00, to recognize a grant award from the Walton Family Foundation for a stream restoration project along Town Branch Creek and reconstruction of the emergency access for Slaughter Pen Mountain Bike Park. **(Pages 167-174)**
19. Bid Award IFB-20-14 to Intelligent Marking USA – Turf Tank to purchase a Robotic Painter in the amount of \$43,562.00. This is a budgeted item for 2020. **(Pages 175-188)**
20. A resolution authorizing the Mayor and Clerk to enter into the Second Restated and Amended Agreement for the Northwest Arkansas National Airport (formerly Northwest Arkansas Regional Airport Authority). **(Pages 189-201)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Shelli Kerr

Department

Planning

Phone

271-6822

A resolution to support the installation of artwork titled "Art Feeds Mural Created by the Sunshine School" in Citizen's Park near the inclusive playground. The Public Art Advisory Committee and the Bentonville Parks and Recreation Advisory Board have approved the proposal. Art Feeds is funding the design and the Parks and Recreation Department is funding installation, approximately \$250. Proposal attached.

COST TO CITY:

Cost of this Request: \$250

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

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PLEASE RECYCLE



From: noreply@civicplus.com
To: [Shelli Kerr](#)
Subject: Online Form Submittal: Public Art Proposal
Date: Tuesday, March 03, 2020 5:00:15 PM

Public Art Proposal

Proposal for Public Art

Proposal type	Independent Proposal
Date	3/3/2020

ARTIST INFORMATION

Name	Josh Stacey- For Art Feeds
Email Address	jstacey@bentonvillear.com
Address	1101 SW Citizens Circle
Phone Number	4796853213
City	Bentonville
State	AR
Zip Code	72713
Upload artist resume / CV	Art Feeds informational sheet one pager 2020.pdf
Artist portfolio	Art Feeds Murals for Bentonville Public Art Committee 2020.pdf
Artist website (if available)	<i>Field not completed.</i>

PROPOSAL DETAILS

Title of artwork	Art Feeds Mural Created by the Sunshine School
Artwork medium	Mural- Digital Painting
Size and dimensions of artwork	8x14ft or broke into smaller units
Life expectancy of artwork	4+ Years
Method of fabrication	Either attached to a fence or a stand alone frame.

and installation

Timeline for design, fabrication and installation	Completed by May 16th
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Are there any special requirements (i.e. water, electricity)	No
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If there are special requirements, please explain	<i>Field not completed.</i>
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Ongoing maintenance requirements	Parks and Recreation will handle basic cleaning.
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Narrative

Explain the proposal, describe the inspiration for the artwork and how it contributes to the visitor's experience. You may either type directly into this application form or attached a Word or PDF document.

Type in narrative	<i>Field not completed.</i>
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OR

Upload narrative	Art Feeds Murals for Bentonville Public Art Committee 2020.pdf
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Upload image of proposed artwork	Art Feeds informational sheet one pager 2020.pdf
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BUDGET

Total budget	250.00
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Upload detailed budget	<i>Field not completed.</i>
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Temporary displays - lease price	<i>Field not completed.</i>
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Temporary displays - purchase price	<i>Field not completed.</i>
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Credit	<i>Field not completed.</i>
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Funding	<i>Field not completed.</i>
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Email not displaying correctly? [View it in your browser.](#)



Art
FEEDS

IMPACT:

60,000+ children reached since inception in 2009

7,000 children in annual programs

42 Community Murals and counting

6,150 volunteers mobilized since 2009

Art Feeds believes all children are curious, imaginative, creative, innovative and our greatest resource. To fuel these skills, we partner with schools and children's organizations to provide expressive and creative arts programming in their spaces. Thousands of students receive Art Feeds programming free annually and the launch of Art Feeds Online in fall 2019 made our curriculum accessible to children everywhere. We train school and children's organization's staff on the Art Feeds Method to help the staff create an environment where students feel free and safe to express themselves. The staff then uses Art Feeds innovative curriculum in schools for 4-24 weeks of the school year. The programs in Community Assist are free of cost to the students, parents and schools. Art Feeds curriculum is designed to reduce fear, stress and anxiety in students and increase creative problem solving and self worth.

ACCOLADES:

Art Feeds innovative and powerful impact has been recognized nationwide. Founder Meg Bourne was honored as Missouri Art Educator of the year 2014 by the Missouri Arts Council, 15 Under 40 Joplin Regional Business Journal 2015, Most Influential Women Award from Joplin Regional Business Journal 2013, is a winner of VH1's 2012 Do Something Award, Art Feeds was 1 of 25 causes recognized on NBC's 2012 American Giving Awards, was featured on ABC's Extreme Makeover: Home Edition on Joplin's 7 Homes in 7 Days Episode in 2011. Art Feeds has appeared in Forbes as 12 Amazing Young Entrepreneurs Doing Good, Fast Company, New York Times, Huffington Post, Huff Post Live, Glamour, TeenVogue.com, Take Part Live and AXS TV.

FUTURE: Art Feeds National has launched Art Feeds Online, making Art Feeds curriculum available to schools and children's organizations all over the world. Not only does this spread the mission of Art Feeds, but the subscription fee creates a sustainable model to generate income to grow the Art Feeds Community Assist program, which provides programming FREE of cost to 7,000+ children annually in communities across the U.S

Founder | CEO : Meg Bourne e. meg@artfeeds.org

www.artfeeds.org

VISION: An inspired future fed by creative and expressive children that are powerful beyond measure.

MISSION: Art Feeds believes all children are curious, imaginative, creative, innovative and our greatest resource.

GOALS:

- Decrease fear, stress & anxiety in children
- Involve community members to invest in Art Feeds students
- Encourage expression, creativity and art as staples in children's everyday lives
- Provide sustainable and long-term programs to children
- Prioritize creativity as a valuable skill in education
- Facilitate consistent expression for children's mental and emotional health
- Foster healing through art for children who have experienced trauma or face obstacles
- Provide mobile and all-inclusive programs to reach students where they are, regardless of their diverse needs and backgrounds
- Produce community art with children
- Feed children's creativity for an inspired future

200+ Elementary and Children's Organization Partnerships

100+ communities served across the U.S and world



Art Center of the Ozarks, Springdale, AR
Created by George Elementary
Installed spring 2018



Springdale Aquatic Center, Springdale, AR
Created by Lee Elementary Students
Installed spring 2019



Pedaler's Pub Lot, Bentonville , AR
Created by Ardis Ann Middle School
Installed Spring 2019



Proposed background design for Mural
Citizens Park, Bentonville, AR
Created by Sunshine School students
Mural reveal requested date:
May 16, 2020

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE INSTALLATION OF ARTWORK TITLED
“ART FEEDS MURAL CREATED BY THE SUNSHINE SCHOOL” BY ART
FEEDS AND STUDENTS AT THE SUNSHINE SCHOOL AND FUNDED BY ART
FEEDS AND THE PARKS AND RECREATION DEPARTMENT ON PUBLIC
PROPERTY AT CITIZENS PARK.**

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013; and,

WHEREAS, the Public Arts Advisory Committee approved the proposed conceptual design and location on in Citizens Park on March 10, 2020; and,

WHEREAS, the Bentonville Parks and Recreation Advisory Board approved the conceptual design and location in Citizens Park on March 2, 2020; and,

WHEREAS, Art Feeds is funding the artwork and the Parks and Recreation Department is funding installation;

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby supports the installation of artwork, titled “Art Feeds Mural Created by the Sunshine School” by Art Feeds and students at the Sunshine School on public property in Citizens Park.

PASSED and APPROVED this ____ day of _____, 2020

APPROVED

Stephanie Orman, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3130

ACTION REQUIRED:

Public hearing and ordinance vacating an Alley ROW Vacation at 1235 NE Monroe of W.A. Burks 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

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PLEASE RECYCLE





ORDINANCE NO. _____

**AN ORDINANCE VACATING AN ALLEY RIGHT OF WAY AT 1235 NE MONROE OF
W.A. BURKS ADDITION (VAC20-0003).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Jared Facizewski asking the City Council to vacate an alley right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Beginning at the SE Corner of said Lot 25
Thence N89°17'55"W, 130.68';
Thence along a tangent curve to the right with a Radius of 15', a curve length of 23.71' and a chord bearing and distance of N44°35'03"W, 20.91';
Thence S00°08'54"W, 26.71';
Thence S89°17'55"E, 145.28';
Thence N00°00'04"W, 12.00' to the point of beginning.
Containing 1853.1879 square feet more or less.

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 alley right of way 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 an alley right of way designated as follows:

Beginning at the SE Corner of said Lot 25
Thence N89°17'55"W, 130.68';
Thence along a tangent curve to the right with a Radius of 15', a curve length of 23.71' and a chord bearing and distance of N44°35'03"W, 20.91';
Thence S00°08'54"W, 26.71';
Thence S89°17'55"E, 145.28';
Thence N00°00'04"W, 12.00' to the point of beginning.
Containing 1853.1879 square feet more or less.

Section 2: A copy of this Ordinance, 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 _____, 2020, 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		
X Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A Resolution setting a Public Hearing for April 14, 2020 for a Drainage and Utility Easement Vacation requested for Livingston Square Subdivision.

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	\$ -

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PLEASE RECYCLE





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Jamal Parker requesting drainage and utility easement vacation within the City of Bentonville, Arkansas be vacated, which said drainage and utility easement is described as follows:

Part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section One (1), Township Nineteen (19) North, Range Thirty-One (31) West, Benton County, Arkansas as recorded in by the Benton County Assessor as PE Livingston Estate Circuit Clerk filing number L201851655 and:

Beginning at the Northwestern Corner of Lot 32 of PE Livingston Estates Subdivision; thence South 02°23'22" West a distance of 282.00 feet; thence North 87°36'38" West a distance of 20.00 feet; thence North 02°23'22" East a distance of 282.00 feet; THENCE South 87°36'38" East a distance of 20.00 feet to the POINT OF BEGINNING, CONTAINING IN ALL 5,640 square feet or 0.129 acres, more or less and being further subject to any rights-of-ways, easements, liens, or encumbrances which may or may not be of record.

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 close the above described utility easement is set for a hearing on April 14, 2020 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 _____ 2020 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	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Chuck Chadwick

Department

Airport

Phone

418-8675

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to execute a Lease between the City of Bentonville, as Lessor and CPS VENTURES, LLC, as Lessee, for a hangar site located at the Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



MEMORANDUM RELATING TO
THE BENTONVILLE MUNICIPAL AIRPORT LAND LEASE AGREEMENT WITH
CPS VENTURES, LLC.

MEMORANDUM TO: Bentonville City Council

MEMORANDUM FROM: Chuck Chadwick, Airport Manager

DATE: March 19, 2020

This is a request for a Resolution Authorizing the Mayor and City Clerk to enter into a Land Lease Agreement with CPS VENTURES, LLC.

CPS Ventures, LLC, seeks to construct a hangar on the northwest side of the Bentonville Municipal Airport. I have negotiated this contract with Stuart Collier. Stuart Collier is the Managing Member of CPS Ventures, LLC (CPS). This lease has an annualized lease rate of \$1.00 per square foot involving approximately 12,750 square feet. Most recent airport land leases at Bentonville Municipal Airport have involved an annualized lease rate of approximately \$.21 per square foot. Additionally, at a time when airport land leases at Bentonville Municipal Airport have expired in approximately 45 years, this specific lease has a term of 37 years. The proposed lease term of 37 years is more favorable to the Bentonville Municipal Airport because the improvements built on the leased property **revert** to the Airport at the expiration of the lease. In other words, the Airport will obtain ownership of the hangar eight years earlier than other leases that have a 45-year term.

This matter was presented to the Airport Advisory Board at its monthly meeting in February 2020. Following a unanimous vote of approval by the AAB, the matter proceeded to the City Council Meeting of Tuesday, February 25, 2020, where this Council voted to send the matter back to the AAB for reconsideration, to allow for more discussion and public input. Thereafter, on March 10, 2020, this matter was again presented to the AAB at its monthly meeting. Following full discussion by the AAB and public input time, the AAB once again voted unanimously in favor of the lease agreement.

I am familiar with the purpose and effect of the Lease Document as it relates to the interest of the City of Bentonville and more specifically the Bentonville Municipal Airport. I believe the Lease Agreement is in the best interest of the City of Bentonville and the Bentonville Municipal Airport. I ask for approval of the associated Resolution.

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this ____ day of March, 2020, with an Effective Date of April 1, 2020 the City of Bentonville, hereinafter referred to as "Lessor," and CPS VENTURES, LLC, an Arkansas Limited Liability Corporation, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 12,750 square feet identified as:

See Legal Description attached as Exhibit A and/or as may be reflected in an appropriate Addendum.

NOW, THEREFORE, the Parties hereto agree as follows:

1. LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises as set out in the attached Exhibit A (the Leased Premises) situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport. Said property being described more particularly as the "footprint" reflected in Exhibit A under a portion of a Building to be constructed on the Leased Premises and property adjacent to the Leased Premises owned by Lessee (Lessee Property). The Leased Premises is defined as the real property described on Exhibit A located underneath and including the hangar building located thereon, which Lessee proposes to erect.

1.1 ADDENDUM FOR CLARIFYING LEGAL DESCRIPTION AND CORRECTED SQUARE FOOTAGE. The parties hereto acknowledge as of the execution of this Lease Agreement that a specific meets and bounds legal description has not been obtained. The parties understand and recognize the general area which will be utilized to build the Building. However, they further recognize that there is a high likelihood that this Lease Agreement shall need to be modified by an Addendum for the purpose of clarifying the legal description and corrected square footage of the Leased Premises. In that regard, the parties hereto agree that any Addendum for the purpose of clarifying the legal description and corrected square footage of the Leased Premises, may be done by written agreement between the Lessee and by the Mayor and attested to by the City Clerk on behalf of the Lessor, without bringing said Addendum before the City Council for additional approval.

2. TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

3. TERM.

3.1 This lease's term is for a term of thirty-seven (37) years beginning on the 1st day of April, 2020, and ending at Midnight, March 31, 2057, unless sooner terminated as herein provided.

3.2 In consideration of payment of the Initial Lease Payment set forth below in Paragraph numbered 4, in the amount of Four Thousand Dollar (\$4,000.00), Lessee shall be entitled to terminate this Lease Agreement any time prior to October 1, 2020, without penalty, but for the forfeiture of the Initial Lease Payment set forth in Paragraph numbered 4, below. Said termination, pursuant to this paragraph, shall be in writing and shall be sent as set out in paragraph 15 below, AND via email to the Airport Manager (echadwick@bentonvillear.com) with a copy of said email to the Bentonville City Staff Attorney (cthompson@bentonvillear.com)

3.3 No later than sixty (60) days prior to the expiration of this Lease Agreement, the Lessee shall be entitled to first right of refusal to renew said lease upon expiration. Said rental rate and terms shall be based on the then present day valuation of the property and improvements thereon, at the best most valuable appraisal in favor of the Bentonville Municipal Airport for the then present best use analysis.

4. LEASE PAYMENT. Lessee shall pay to the City of Bentonville an Initial Lease Payment in the amount of Four Thousand Dollars (\$4,000.00), within ten (10) calendar days of the City Council's approval of this lease. Said rental payment shall be for a six (6) month period beginning April 1, 2020 through September 30, 2020. Thereafter, during the remaining term of this Lease, Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$1.00 per square foot. Leased ground space totals (12,750) twelve thousand seven hundred and fifty square feet (subject to addendum as set forth above and as may be needed once specific plans are completed). Said rental is to be paid in advance in yearly installments on the FIRST business day of each year. The remaining portion of the initial calendar year of the lease will be for three (3) months (October – December 2020) and the Lessee shall pay a pro-rata payment to cover the remaining partial year, no later than October 1, 2020. Beginning January 1, 2035, and for each subsequent year thereafter, the rent shall be increased annually in accordance with positive changes in the Consumer Price Index (CPI) published each April as compared to the previous April, provided, however, that no single annual increase shall exceed two percent (2%). Additionally, in no way shall the rent decrease from year to year, unless specifically by way of written amendment to this Lease Agreement. The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

4.1 TAXES. Lessee shall pay all ad valorem taxes and assessments upon the Leased Premises and upon all personal property located upon the Leased Premises, which are assessed during the lease term. Lessee acknowledges that it is anticipated that the ad valorem taxes and assessments will come in the name of the City of Bentonville, or some City entity such as the Bentonville Municipal Airport. That from time to time the Leased Property and improvements thereon may be reassessed and the taxes and special assessments associated with the Lease Property may increase or decrease accordingly. The Lessee is aware that certain procedures/laws/ordinances are in place whereby the taxpayer may appeal an assessment or reassessment. Lessee understands and agrees that the Lessor is under no duty to give notice to Lessee of such action nor to protect Lessee in anyway associated with such assessment or reassessment, that the burden is fully on the Lessee to make itself aware of all matters associated therewith and to protect itself as may be necessary from time to time. Accordingly, Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

4.2 ASSIGNMENTS & SUB-LEASES. This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Lessor, which such approval cannot be unreasonably withheld.

5. INSURANCE. Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold, the Building and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy and as a "Loss Payee" as its interest may appear on the policy, giving consideration of Lessor's residual interest in all improvements thereon, with any proceeds received by Lessor to be utilized as provided in paragraph 10.1. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the term of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

6. USE OF THE LEASED PREMISES.

6.1 The development and/or use of any Leased Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards and any future amendments or additions thereto, if any. Lessee agrees that all uses of the Leased Premises must be approved by the Lessor and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement.

6.2 The Lessee, within eight (8) months of the Effective Date, shall submit to City Staff or the Airport Advisory Board a conceptual plan with elevations of the proposed building project. Said conceptual plan

shall include a minimum of a hangar building in the approximate size of 12,750 square feet +/- 10%. Additionally, no later than ten (10) months from the Effective Date, the Lessee shall submit conceptual plans of sufficient nature as is required by the City of Bentonville planning department.

No later than twelve (12) months from the Effective Date, the Lessee shall utilize all reasonable and best efforts to commence the construction process and begin the site preparation and construction of the required hangar building as set forth herein. Lessee further agrees to use due diligence to complete the construction on all phases of the improvements thereon.

6.3 THIS SECTION INTENTIONALLY LEFT BLANK.

6.4 Activity on Leased Premises. Lessee agrees to not conduct or permit to be conducted any activity on the Leased Premises which would interfere with or be a hazard to flight of aircraft either to or from the Airport, or interfere with the ground movement of aircraft at the Airport, or interfere with air navigation and communication facilities serving the Airport. Lessee agrees that no structure will be erected or natural objects created on the Leased Premises that would constitute a hazard to air navigation.

6.5 Mechanic's or Materialmen's Liens. The Lessee agrees that during the Term of this Lease no mechanic's or materialmen's liens affecting the Leased Premises or any improvements thereon shall be suffered to arise, and that in the event any such lien does arise, the Lessee shall promptly discharge or bond over same, and if default in the payment thereof shall continue for forty-five (45) days after receipt of written notice of such lien and demand for its discharge or the posting of a bond given to the Lessor by Lessee, then the Lessor shall have the right and privilege, at its option, to pay the same, and the amount so paid, including expenses, shall at the option of the Lessor be additional rental due from the Lessee payable within thirty (30) days, but in no way shall said payment exceed that date that the next succeeding rental payment with interest thereon at the rate of eight percent (8%) per annum from the date on which such payment was made; provided, however, that if the Lessee denies the validity or amount of any asserted mechanic's or materialmen's lien on the Leased Premises or any improvement thereon, the Lessee, at its expense, shall have a reasonable opportunity to contest such validity by appropriate legal proceedings and Lessor shall assist Lessee in prosecuting such contest, including but not limited to, providing necessary information, including necessary documents, and permitting Lessee to contest in the name of Lessor if required by any existing or hereinafter enacted law, regulation or procedure. It is agreed by the parties hereto that as between the parties hereto, in the event of such contest the Lessee shall be responsible for all litigation costs including court fees and costs, attorney fees, discovery costs, travel costs, and any and all other costs whatsoever, with Lessee holding Lessor harmless thereon.

6.6 THIS SECTION INTENTIONALLY LEFT BLANK.

6.7 UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the Leased Premises will be the responsibility of the Lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City of Bentonville. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities.

6.8 REPAIRS MAINTENANCE AND APPEARANCE.

- (a) Except as otherwise provided in this Lease, Lessee shall at all times during the term of this lease agreement, at Lessee's expense, keep and maintain in good repair and safe condition the Leased Premises and its improvements, equipment and appurtenances, both inside and outside, structural and nonstructural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein. The term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

- (b) The necessity for and adequacy of repairs to the Leased Premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board and other governmental agency or entity pursuant to the primary lease referred to above.
- (c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the Leased Premises as required.
- (d) Section 6.8 shall be in addition to and be deemed to be interpreted in such a manner to be in the best interest of the Lessor.

6.9 ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the Leased Premises necessary and desirable for the operation of the Leased Premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the Leased Premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the expiration and/or termination of the lease agreement, subject to the provisions of Paragraph 9, the DEFAULT paragraph below.

7. **WAIVER.** The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

8. **TIME OF THE ESSENCE.** It is understood that time is of the essence of this lease agreement.

9. **DEFAULT.** In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council pursuant to the following:

9.1 Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the Leased Premises and improvements thereon who are known to the Lessor.

9.2 No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after mailing of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the Lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period may be extended to allow Lessee reasonable opportunity to do so.

9.3 Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

9.4 Following the period for curing or contesting a default provided above, the Bentonville City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null, and void. Upon such notice, subject to the provisions of paragraph 9.5 below, Lessee agrees to vacate the Leased Premises immediately and to forfeit all claims, rights, and property interest in this lease agreement, the Leased Premises property and all improvements

thereon. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the Leased Premises, Lessee agrees to pay a reasonable attorney's fee, court costs and any and all costs of litigation including but not limited to costs of depositions, exhibits, witness fees and all other reasonable expenses incurred by the Lessor.

9.5 Unless mutually agreed otherwise, in the event of a termination of this lease pursuant to a default (or other events described in the lease) Lessee shall comply as follows: Lessee shall relinquish the Leased Premises and improvements thereon to Lessor such that Lessor shall become the owner of the entire Building and improvements.

10. **REVERSION.** It is covenanted and agreed that all of Lessee's right, title and interest in any buildings and improvements remaining on the Leased Premises at the expiration of the Term of this Lease or termination of this Lease, as set forth herein, shall at such time be and become the property of Lessor. Until such expiration or termination of this Lease, all right, title and interest in any buildings and improvements on the Leased Premises shall reside in Lessee; provided, however, that during the Term of this Lease for purposes of Paragraphs 5, 10, 10.1, 11, and condemnation awards, Lessor shall be deemed to have at the applicable time an undivided residual interest in the fair market value of any buildings and improvements on the Leased Premises equal to the sum of one-thirty-seventh (1/37) of the fair market value for each year of the Term of the Lease, but this provision shall in no way affect Lessee's or any mortgagee's rights to receive any proceeds or other consideration on the sale, sublease or other transfer of the Leased Premises.

10.1 **Use of Insurance Proceeds.** In the event of damage or destruction to the Leased Premises or improvements thereon by fire or other insured casualty or otherwise, proceeds from such insurance, subject to the prior rights of mortgagees and/or other security holders, if any, shall be used toward restoring the Leased Premises and improvements thereto, but if Lessee does not rebuild in the event of substantial damage or destruction, to pay the Lessor sufficient sums as to make Lessor whole pursuant to the Lessor's undivided accrued residual interest in the fair market value of any buildings and/or improvements so damaged or destroyed, unless Lessor and Lessee mutually agree to some other use or distribution of the proceeds.

11. **TERMINATION OF USE.** In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assigns may purchase the remaining leasehold interest from Lessee at fair market value or as may otherwise be agreed upon by the parties at that time.

12. **MORTGAGING OF LEASEHOLD.** Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the Leased Premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and improvements erected thereon.

12.1 **Notification.** Upon the execution and recordation of any such leasehold mortgage or deed of trust, the Lessor shall be notified in writing by Lessee that such leasehold mortgage or deed of trust has been so given and executed by the Lessee, and Lessor shall also be furnished with the address to which Lessee desires copies of notices to be mailed; and Lessor hereby agrees that it will thereafter mail to such assignee of this Lease, guarantor of any indebtedness secured by this Lease, mortgagee or beneficiary under a leasehold mortgage or deed of trust or other security agreement, a duplicate copy of any and all notices in writing which the Lessor may from time to time give to or serve upon the Lessee under and pursuant to the terms and provisions of this Lease.

13. **GOVERNMENTAL REQUIREMENTS GENERALLY.** Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the Leased Premises. Further Lessor and Lessee agree that this Lease is made subject to, all rules and requirements of the FAA. Lessee agrees to observe and obey all reasonable uniformly applied rules and regulations adopted by Lessor with respect to use of the Airport, and all applicable federal, state and local governmental rules, regulations, advisory circulars and opinions.

14. INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the Leased Premises, or for any damage to any property of Lessee or of any other occupant of any part of the Leased Premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the Leased Premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees and all litigation costs of the action.

15. NOTICES. Whenever by the terms of this Lease, notice shall or may be given either to the Lessor or to the Lessee, such notice shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, with adequate prepaid postage.

If intended for the Lessor, addressed to:

City of Bentonville, Attn: Mayor
117 West Central
Bentonville, AR 72712

With a Copy To:

City of Bentonville, Attn: Staff Attorney
117 West Central
Bentonville, AR 72712

If intended for the Lessee, addressed to: _____

Or to such address or addresses as may from time to time hereafter be designated by like notice from either party to the other. The time of giving of such notice when sent by U.S. mail shall be deemed to be the time when the same is received or delivery refused as shown by the return receipt.

16. GRAMMATICAL USAGE. Whenever used herein, the singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

17. ENTIRE AGREEMENT. Unless modified or supplemented in writing and signed by the party or parties to be charged, this lease constitutes the entire agreement between the parties. Except as previously mentioned, any other understandings, agreements or negotiations are deemed merged herein and shall be interpreted in accordance with the law of the State of Arkansas.

18. JURISDICTION AND VENUE. Jurisdiction and Venue for all litigation concerning this lease agreement shall be Benton County, Arkansas.

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as an original for all purposes, as of the effective day and year first above written.

APPR [REDACTED] ADVISORY BOARD

By: _____
Chairman, Richard Ham

LESSOR: CITY OF BENTONVILLE,

ATTEST:

By: _____
Stephanie Orman, Mayor

Linda Spence, City Clerk

LES

By:

Stuart Collier, Managing Member

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Washington)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Stuart Collier, to me well known, who acknowledged himself to be the Managing Member of CPS VENTURES, LLC, the Lessee in the above and foregoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9 day of March, 2020.

Notary Public

My Commission Expires: 4.21.24



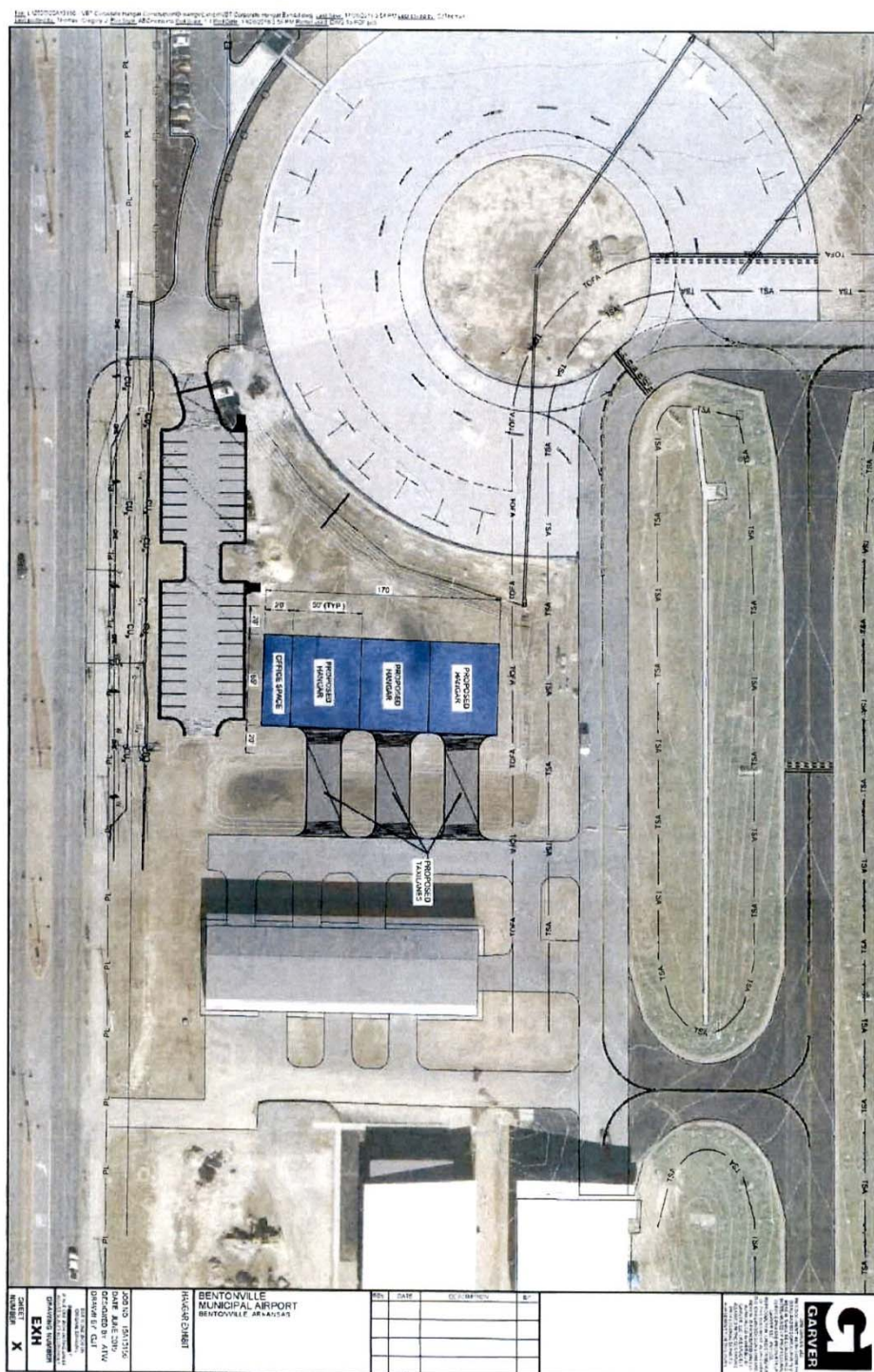


Exhibit "A"

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A BENTONVILLE MUNICIPAL AIRPORT LAND LEASE AGREEMENT WITH CPS VENTURES, LLC.

NOW, THEREFORE, BE IT RESOLVED 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 a Bentonville Municipal Airport Land Lease Agreement with CPS VENTURES, LLC; as outlined in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Charles Chadwick

Department

Airport Manager

Phone

271-3168

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to consent to the assignment of a Land Lease Agreement and Statement of Agreement for an existing hangar footprint located at the Bentonville Municipal Airport.

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



**MEMORANDUM RELATING TO THE ASSIGNMENT OF LEASE
BETWEEN LARRY AND RHONDA BRANTLEY AND WRIGHT MANAGEMENT CONSULTANTS, INC.**

MEMORANDUM TO: Bentonville City Council

MEMORANDUM FROM: Charles "Chuck" Chadwick, Airport Manager, Bentonville Municipal Airport

DATE: February 21, 2020

This is a resolution necessary to provide consent for the assignment of a Land Lease on the east side of the Bentonville Municipal Airport. This is a request for a Resolution to assign an existing lease. The history of the lease agreement is set forth in the Assignment of Ground Lease Agreement and Statement of Agreement document provided in the agenda package. Larry and Rhonda Brantley and Wesley Wright of Wright Management Consultants, Inc. are agreeable and participates fully to the Assignment. Larry and Rhonda Brantley are also agreeable and participates fully to the Statement of Agreement.

City Staff approves of this process and wishes to move forward with the Assignment. I am familiar with the purpose and effect of the Assignment document as it relates to the City of Bentonville and I believe it is appropriate in this situation. By the time this matter is presented to the City Council for passage, it is anticipated that the Airport Advisory Board will have approved the document at its meeting on March 10, 2020. If that situation changes, I will so report to this Council before the Council meeting by additional memorandum.

I therefore ask for approval of the Assignment of Ground Lease Agreement and Statement of Agreement document and associated Resolution.

**ASSIGNMENT OF GROUND LEASE AGREEMENT
AND
STATEMENT OF AGREEMENT**

This Agreement ("the Assignment") is made this ____ day of _____, 2020 between Larry Brantley and Rhonda Brantley, individually and Jointly referred to hereafter as the "ASSIGNEES" and the City of Bentonville as the "LESSOR".

BACKGROUND

1. The original Lease Agreement relating to this property was between Mark Schmidt and the City of Bentonville Airport Commission and was titled Bentonville Municipal Airport Lease Agreement and related to Hangar 3 of the SOUTH T-HANGARS and leased real property consisting of approximately 1,100 square feet. The original Lease Agreement has been lost. However, the parties hereto agree and stipulate as follows:

- A. The parties have located a copy of a Bentonville Municipal Airport Lease Agreement that was executed by other tenants in the same hangar complex at or about the same time that the (Lost) Original Lease Agreement would have been executed. For purposes of this Agreement and Assignment, the parties hereto refer to a modified lease (names and hangar number modified only) as the "REPLACEMENT DOCUMENT".
- B. The parties have modified the REPLACEMENT DOCUMENT to reflect the original Lessee as Mark Schmidt, and the original HANGAR as HANGAR 3, so as to best duplicate the Original Lease Agreement.
- C. A copy of the REPLACEMENT DOCUMENT is attached hereto, marked Exhibit "A" for identification purposes and made a part hereof by reference as if set out word for word.
- D. For all purposes, the REPLACEMENT DOCUMENT is now treated as the Original Lease Agreement between the Bentonville Airport Commission and Mark Schmidt (SCHMIDT) as it relates to HANGAR 3 of the SOUTH T-HANGARS.
- E. At a point in time after the Original Lease Agreement was entered into (the specific date is unknown to the parties hereto), the LESSEE, Mark Schmidt, assigned his interest in said Original Lease Agreement to Wesley Wright, either, Individually or to Wright Management Consultants, Inc. However, no document as to that assignment has been located by the parties. Wesley Wright, in his capacity as an officer and owner of Wright Management Consultants, Inc., executed a certain Lease Assignment dated July 2, 2019, to the ASSIGNEES herein.

- F. It is believed by the parties hereto that at a point and time following the Assignment of Lease from SCHMIDT to WRIGHT, the City of Bentonville Airport Commission was dissolved and the City of Bentonville became the successor in interest as LESSOR of the lease agreements relating to the Bentonville Municipal Airport. It was during this period that it is believed that certain documentation as it relates to the ORIGINAL LEASE and the subsequent assignment were lost.

AGREEMENT AS TO THIS DOCUMENT AND TO THE LEASE
AGREEMENT ATTACHED AS EXHIBIT "A" HERETO

LESSOR and ASSIGNEES do hereby agree and accept all terms and conditions of this Document and of the Bentonville Municipal Airport Lease Agreement attached hereto as Exhibit "A" and further acknowledge that said Exhibit "A" has an effective date of April 1, 2001, to the exclusion of any and all other agreements. Further, it is agreed by all parties hereto that Larry Brantley and Rhonda Brantley, jointly and individually shall hereinafter be considered the LESSEE in Exhibit "A" effective the date this Agreement is approved by the City Council of Bentonville, Arkansas, and further shall be considered the ASSIGNEES in the Assignment attached hereto as part of Exhibit "B". The parties hereto further agree that as between the Original Lease (Exhibit "A"), the Assignment attached hereto, that the Lease Agreement (Exhibit "A") shall in all situations be the controlling document and to the extent that the Assignment (Exhibit "B") is confusing or in conflict with the Lease Agreement (Exhibit "A"), that the terms and conditions of the Lease Agreement (Exhibit "A") and this Document shall control.

ASSIGNEES:

By: _____
Larry Brantley, Individually and Jointly

Date: _____

By: _____
Rhonda Brantley, Individually and Jointly

Date: _____

This Assignment of Ground Lease and Statement of Agreement is with the recommendation of the Airport Advisory Board and the consent of the City Council of Bentonville, AR, in accordance with the "Assignment" paragraph of the applicable Lease Agreement, attached hereto as Exhibit "A".

By: _____
Stephanie Orman, Mayor
City of Bentonville

Date: _____

Attest: _____
Linda Spence, City Clerk
City of Bentonville

Date: _____

Acknowledgement

State of Arkansas)
) SS.
County of _____)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Larry Brantley and Rhonda Brantley, to me well known or identity being adequately proven, who acknowledged themselves to be the persons so authorized to execute this document in all capacities and for all the purposes herein contained on behalf of "ASSIGNEES" as defined hereinabove.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2020.

Notary Public

My Commission Expires:

BENTONVILLE MUNICIPAL AIRPORT
LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 16 day of March, 2001, between Bentonville Airport Commission, hereinafter referred to as "Lessor," and Mark Schmitt, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1100 square feet marked and identified as HANGAR 3 of the SOUTH T-HANGARS being described as follows:

A portion of the Southeast Quarter, of the Southwest Quarter, of Section 6, Township 19 North, Range 20 West, Benton County, Arkansas; more particularly described as follows:

Commencing at the Southeast Corner, of the Southeast Quarter, of the Southwest Quarter, of Section 6; thence North 80°02'49"West, a distance of 821.71 feet to the TRUE POINT of BEGINNING; thence North 89°36'08"West, a distance of 50.00 feet; thence North 00°23'52"East a distance of 200.00 feet, thence South 89°36'08"East, a distance of 50.00 feet; thence South 00°23'52"West a distance of 200.00 feet to the TRUE POINT of BEGINNING.

Containing 10,000 square feet or 0.230 acres, more or less.

The Basis of Bearings for this description is the centerline of the airport runway as shown on the Bentonville Airport Commission 1999 Improvement Plans, Sheet No. 4. Said bearing is taken to be North 00°23'52"East.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Airport.

TERM. This lease's term is for thirty-five (35) years beginning on the 1 day of April, 2001, and ending at Midnight, March 31, 2036, unless sooner terminated as herein provided.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease. Lessee shall pay all ad-valorem taxes and assessments, if any, upon the leased premises which are assessed during the lease term.

USE OF THE PREMISES. Lessee agrees that the leased premises shall be used and occupied only as an aircraft hangar and for related purposes.

AIRCRAFT. The Lessee shall hangar the following aircraft in the hangar.

Make: _____
Model: _____
Year: _____
Tail Number: _____

Make: _____
Model: _____
Year: _____
Tail Number: _____

In the event the above-described aircraft(s) is no longer stored in the hangar, Lessee shall notify the Bentonville Airport Manager, in writing, of the use of the hangar, and the description of

Exhibit "A"

any subsequent aircraft stored in the hangar. In the event that Lessee uses the property for purposes other than aviation related uses, this lease shall terminate and Lessee shall return the premises to Lessor.

LEASE PAYMENT. Lessee shall pay to the City of Bentonville the annual rental of \$0.05 per square foot of total leased ground space. Leased ground space totals 1,112 square feet. Said rental is to be paid in advance in yearly installments on the 1 day of April, 2001, and a like payment the 1st day of each April (Year) during the lease term.

UTILITIES. Lessee shall be responsible for any electrical, gas or water service to the leasehold. The meter numbers and service provider are as follows:

Electrical: _____ Gas: _____
Water: _____

Lessor shall not be required to furnish to Lessee any facilities or services of any kind, such as, but not limited to, water, heat, gas or sanitary sewer, except electrical. Any such facilities or services required by Lessee for their use and purposes shall be their sole and exclusive responsibility and agree to hold Lessor harmless from any responsibility or liability therefore.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and the equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee acknowledges that Lessee shall be responsible for the repairs and maintenance necessary to maintain the structural integrity of the hangar. Lessor will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Commission or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make all alterations, additions and improvements Lessee deems necessary and desirable to the interior of the leased premises without the prior consent of the Lessor. Lessee shall not be entitled to make any major or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, including paneling, partitions, railings, floors, ceilings and the like, except removable fixtures, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease agreement.

INSURANCE. Lessee shall obtain and maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements, with an insurance company acceptable to the Bentonville Airport Commission, naming the Bentonville Airport Commission as an additional insured on the policy, and provide proof of such insurance during the term of this lease.

Lessee acknowledges that it is the Lessee responsibility to maintain insurance on Lessee's personal property.

ASSIGNMENT. Lessee shall not be entitled to assign Lessee's interest in this Lease Agreement without first obtaining the written permission of the Bentonville Airport Commission.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Commission shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement this lease may be terminated by the commission at a regular meeting. The commission must give written notice by certified mail, return receipt requested. Upon such notice, Lessee agrees to vacate the premises immediately. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the Bentonville Airport Commission or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

TAXES. Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage his interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

IDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to his officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

GRAMMATICAL USAGE. Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

LESSOR - LESSEE:

APPROVED:

BENTONVILLE AIRPORT COMMISSION

By:

Chairman

Attest:

Secretary

ACKNOWLEDGMENT

State of Arkansas)

) ss.

County of Benton)

BE IT REMEMBERED that on this 10th day of May, 2001 appeared before me, a Notary Public, _____, the Lessee in the above and foregoing Lease Agreement, and acknowledged that they signed the same for the purpose and consideration therein stated. WITNESS my hand and official seal this 10th day of May, 2001.

Notary Public

My Commission Expires: _____

Lease Assignment

This Assignment is made on July 02, 2019 by Wright Management Consultants, Inc., 11581 Oak Hills Drive, Bentonville, Arkansas 72712 (Assignor), to Larry & Rhonda Brantley, 4131 S. 1st. Street, Rogers, Arkansas 72758 (Assignee).

For value received, Assignor assigns and transfers to Assignee that Lease, dated April 01, 2001, executed by Assignor as Lessee and by City of Bentonville, _____, _____, _____ regarding the property located at Hangar number 500-3, Suite 3 Bentonville, Arkansas 72712, hereinafter referred to as the Lease together with all his right, title, and interest in and to the lease and premises, subject to all the conditions and terms contained in the Lease, to have and to hold from July 02, 2019, until the present term of the Lease expires on March 31, 2036.

A copy of the Lease is attached hereto and made a part hereof by reference.

Assignor covenants that Assignor is the lawful and sole owner of the interest assigned hereunder; that this interest is free from all encumbrances; and that Assignor has performed all duties and obligations and made all payments required under the terms and conditions of the Lease.

Assignee agrees to pay all rent due after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the Lease.

Executed on the date first written above with intent to be legally bound.

A

Wright Management Consultants, Inc.)

ASSIGNEE

Larry & Rhonda Brantley

LESSOR

Exhibit B

This is a RocketLawyer.com document.

Page 1 of 2

City of Bentonville

ACKNOWLEDGEMENT

STATE OF ARKANSAS}

COUNTY OF BENTON}

BE IT REMEMBERED, That on this day came before the undersigned a notary public within and for the County aforesaid, duly commissioned and acting, WESLEY WRIGHT, as the Assignor and stated that he had executed the Lease Assignment for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 2nd day, of July, 2019.



ACKNOWLEDGEMENT

STATE OF ARKANSAS}

COUNTY OF BENTON}

BE IT REMEMBERED, That on this day came before the undersigned a notary public within and for the County aforesaid, duly commissioned and acting, Larry Brantley and Rhonda Brantley as the Assignee, and stated that he had executed the Lease Assignment for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 2nd day, of July, 2019.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO CONSENT TO THE ASSIGNMENT OF GROUND LEASE AGREEMENT AND STATEMENT OF AGREEMENT FOR AN EXISTING HANGAR FOOT PRINT LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT.

Whereas: the City of Bentonville is the Successor in Interest, as LESSOR, in a certain Bentonville Municipal Airport Lease Agreement, dated March 26, 2001, and;

Whereas: said lease contains a provision to assign the lease to a new Lessee;

Whereas: a request has been made by Larry Brantley and Rhonda Brantley to be assigned the lease currently held by Wright Management Consultants, Inc.;

Whereas: clarification of the transaction necessitated a Statement of Agreement contained along with said Assignment of Ground Lease Agreement;

Whereas: the Airport Advisory Board has considered said assignment and Statement of Agreement and unanimously recommends consent of the assignment and agreement;

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to execute consent to the Assignment of Ground Lease Agreement and Statement of Agreement with Larry Brantley and Rhonda Brantley, for the property foot print of Hangar 3 of the "South T-Hangers" located at the Bentonville Municipal Airport. The provisions of the existing land lease shall be transferred in its entirety.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Temple Inc. to purchase (1) one eight phase cabinet assembly and (4) four traffic signal led heads w/ flashing yellow arrows and waiving the requirement of competitive bidding. Temple Inc. is a sole source provider and the only authorized seller, service and repair supplier for the Iteris family of products for the state of Arkansas.

COST TO CITY:

Cost of this Request: \$36,012

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	36,012
Funds Expended to Date		
Remaining Budget		36,012
Budget Adjustment		-
Remaining After Adjustment	\$	36,012

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>3/13/2020</u>		
Requested by:	<u>Tony Davis</u>		
Department:	<u>Street</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>(1) "Eight Phase Traffic Cabinet" and (4) "Traffic Signal Heads (LED W/FYA)"</u>		
Year & Model:	<u>2020</u>		
Serial #	<u>N/A</u>		
To Be Purchased From:	<u>Temple, Inc.</u>		
	<u>P.O. Box 2066</u>		
	<u>Decatur, Alabama 35602-2066</u>		
Amount:	Base Amount:	\$	<u>32,888.00</u>
	Tax:	\$	<u>3,124.36</u>
	*Other:		<u> </u>
	TOTAL	\$	<u>36,012.36</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The cabinet and components will improve the flow of traffic and allow the existing vantage live software (Iteris) to communicate with the traffic management center. This hardware is compatible with other hardware and software that is currently in place; therefore, saving the cost of purchasing additional equipment and cost of training for other equipment. Temple Inc. is a sole source provider and the only authorized seller, service and repair supplier for the Iteris family of products for the state of Arkansas.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	



Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 2-05-2020
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: Replacement/Upgrade for traffic cabinet at Central and Walton

Staff is requesting the approval of an ordinance to allow a waiver of bid to Temple, Inc. for the purchase of (1) one "Eight Phase Cabinet Assembly" and (4) four "traffic signal heads with flashing yellow arrows". Temple, Inc. is sole source provider for this type of signal cabinet and signal heads, please see attached sole source letter. This equipment is compatible with all other signal equipment in the City and our staff has been trained specifically for these signal items; therefore, eliminating the need and cost for additional training.

The traffic cabinet and signal heads located at the intersection of Walton and Central are in need of upgrades. The components of the signal cabinet and heads are beyond the end of their life cycle and the upgrade will allow it to communicate with the new signal going in at NW 3rd and Walton, which is a necessity. Please see the attached quote for the cabinet assembly components.

This upgrade will also allow the signal to utilize the vantage live software, which will be utilized to increase efficiency of traffic flow through the N. Walton corridor.

Sincerely,

Tony Davis
Street Manager
City of Bentonville



January 8, 2020

To Whom It May Concern:

This letter is to serve as notification that Temple, Inc. is the sole manufacturer and reseller of the ELS1014BD cabinet and all its components for the State of Arkansas.

If you have any questions you may contact our corporate offices at 1-800-633-3221 and ask for Forrest Temple.

Sincerely,

Brad White
Temple, Inc.
Arkansas Sales Representative

Temple, Inc.
P.O. Box 2066 • Decatur, AL 35602-2066
(256) 353-3820 • (800) 633-3221
Sales/Customer Fax (256) 353-4578 • Accounting Fax (256) 353-3351

Temple, Inc.
P.O. Box 2066
Decatur, Alabama 35602-2066
Phone 1-800-633-3221
Fax (256) 353-4578



Serving the South Since 1954!

To: City of Bentonville, AR
Attn: Brad Conley
Quote Date: 1/22/2020

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Temple, Inc. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by Temple, Inc. before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Item #	Description	Qty	Unit	Amount
Cabinet Quote				
1	Eight Phase Cabinet Assembly to include: EPAC3108M62 Controller TF4116MT2 terminal facility, 16 LS positions ELS1014 Base mount cabinet with UPS compartment (16) Load switches NEMA Flasher (8) Flash relays Detector Card Rack Assembly (1) PS-175 power supply MMU2-16LEip monitor (2) EDGE2-2N video processors EDGECONNECT communication module SP1250LX Clary UPS assembly with SNMP and 51AH Batteries	1	\$30,404.00	\$30,404.00
2	Traffic Signal Head, LED, (4 Section, 1 Way) w/astn	4	\$621.00	\$2,484.00
Notes: 1) Terms: Net 30 Days. 2) Delivery 12 -14 weeks ARO 3) Taxes are not included. Applicable taxes will be added to the invoice. 4) Cabinet is painted with black exterior, white interior. 5) No provisions for Polara Navigator System are included in the price. 6) No ethernet switch or other comm modules included. 7) Cabinet has rear door access. 8) Cabinet price includes Color Monitor for Video Detection.				

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF SIGNAL EQUIPMENT FOR IMPROVEMENTS TO TRAFFIC SIGNALS AND INTERSECTIONS IN THE CITY OF BENTONVILLE 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 for the purchase of signal equipment for improvements to certain traffic signals and intersections in the City of Bentonville, Arkansas as set forth in the Proposal attached hereto as Exhibit A.

Section 2: Because these components are required in order to work in conjunction with the City's existing system and because Temple Inc. is the sole distributor in this region for the equipment required to facilitate the continued standardization at all City intersections, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK ..



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB -20-24
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Bid award IFB-20-24 for the purchase of (2) Two 2020 Regular Cab and Chassis 4x4 trucks, with dump body.

COST TO CITY:

Cost of this Request: \$114,628

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	140,000
Funds Expended to Date		114,628
Remaining Budget		25,372
Budget Adjustment		-
Remaining After Adjustment	\$	25,372

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





Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 3-09-2020
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: Street Department Truck Bid

Staff is requesting a bid award of IFB-20-24 to McLarty Daniel CDR for \$114,628.00.

On Feb. 28th 2020 the Street Department opened bids for (2) Two 2020 4x4 regular cab and chassis with dump body. McLarty Daniel CDR was the lowest responsible bidder.

These new trucks will replace a 2004 F250 and a 2006 Chevy 3500. The purchase of these trucks are consistent with and included in the 2020 budgeted items. No budget adjustments requested.

The attached bid includes a third vehicle that is not part of this request, but is for the Water Department use. The 4x4 crew cab and chassis with a dump body is not a part of this request from the Street Department.

Sincerely,

Tony Davis
Street Manager
City of Bentonville



**BID TABULATION:
IFB-20-24- BID OPENING**

**FRIDAY, FEBRUARY 28, 2020
at 10:30 A.M**

BIDDER NAME	BID COMPLETE	2 Regular Cab & Chassis w/ Dump Body	1 Crew Cab and Chassis w/Dump Body	TOTAL BID PRICE
McLarty Daniel CDJR	X	2020 Ram 5500 Regular Cab Chassis	2020 Ram 5500 Crew Cab Chassis	\$ 174,852.00
McLarty Daniel Ford	X	2020 Ford F550 Crew Cab with Dump Bed *Completed pricing sheet appears to not meet specifications	2020 Ford Regular Cab with Dumpbed *Completed pricing sheet appears to not meet specifications	\$ 210,626.16
Steve Landers Chrysler	X	2020 Ram 5500 Knaphiede PHHJS113B	2020 Ram 5500 Knapheide PHHJS113B	\$ 178,404.00



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

RE-INVITATION FOR BID
IFB-20-24

Date of Re-Issuance: **February 16, 2020**

Bid Number: **IFB-20-24**

Bid Opening Date: **February 28, 2020**

Bid Opening Time: **10:30 A.M.**

Questions regarding this bid should be directed to the Purchasing Office at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., February 24, 2020.

All bids must be received by the Purchasing Office prior to **10:30 A.M., February 28, 2020** in a sealed envelope, clearly marked on the outside with **BID # IFB-20-24**. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, second 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: MCARMY DANIEL CO JR	PHONE NUMBER: 479-751-4863	FAX NUMBER: 479-751-0794
BUSINESS ADDRESS, STREETS: 7709 SOUTH THUNDERBOLT	CITY: LE	STATE: AR
		ZIP 72764
	DATE: 2-27-2020	
	TITLE: INVENTOR/MANAGER	

STATE CONTRACTORS LICENSE NUMBER: _____

INTENT

The intent of this Invitation for Bid is for the purchase and delivery of three (3) 2020 or Newer 4x4 Cab and Chassis with a Dump Body, for the City of Bentonville, Arkansas. Two (2) of the Units shall have regular cabs and one (1) Unit shall have a crew cab.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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 single Purchase Order from the City of Bentonville for the one-time purchase and delivery of three (3) 2020 or newer 4x4 Cab and Chassis with a Dump Body; two (2) regular cab units and one (1) crew cab unit.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of three (3) 2020 or Newer 4x4 Cab and Chassis with a Dump Body. Two (2) of the Units shall be regular cabs, one (1) unit shall be crew cab.

DELIVERY

The City of Bentonville requests delivery within 120 calendar days after receipt of the City's Purchase Order. If this delivery schedule cannot be met, Bidder must state the number of calendar days required to place the equipment in the City's designated location. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Delivery: 120 calendar days after receipt of Purchase Order.

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.

INVOICING

Bidder shall provide an invoice to the City no less than one week prior to the scheduled delivery day.

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

The City will provide payment, by check, for the items at the time they are delivered to the City. Failure to submit an invoice on time may cause 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

[This space has been intentionally left blank]

Contractor/Vendor Disclosure

Company Name: McLARY DANIEL CDJR

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.** RG Initials

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space following specifications. Bidder must also provide additional information where indicated.

SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.
Three (3) 2020 or Newer Cab and Chassis Units, 4x4, with a Dump Body; two (2) Units Regular Cab and one (1) Unit Crew Cab. Bidder understands that all specifications are intended to be for each unit supplied.	
ENGINE	
6.7 Liter turbo diesel	x
Heavy duty battery	x
Dual alternators	x
TRANSMISSION	
Heavy duty automatic	x
Four wheel drive	x
Manual shift transfer case	x
CHASSIS	
4:88 Front and rear axle ratio with rear limited slip	4.89
Gross vehicle weight rating of 19,500 pounds	x
Snow plow prep package	x
Dual rear wheels	x
225/70 Rx19.5" G.PLY rating	x
19.5" (nineteen and a half inch) painted steel wheels	x
Full size spare wheel and tire	x
Back of cab to C/L of rear axle – 84" (eighty four inches)	x
CAB	
Two (2) Regular Cab Units	x
One (1) Crew Cab Unit	x
AM-FM stereo	x
Gauge package that includes: voltage, engine temperature, oil pressure, transmission temperature, tachometer, speedometer	x
Trailer tow package with in cab brake control	x
White exterior color	x
Grey interior with heavy duty vinyl and a 40/20/40 split bench seat	x GREY/BLACK
Vinyl floor	x
Bodybuilder auxiliary switch/wiring panel	x
Extendable heated side mirrors	x
Power windows and door locks	x
Backup camera	x
Platform running boards	x

Specifications Continued..	
Dump Body	
All Units (3) shall be equipped with a dump body	X
Atlas Steel Product flatbed with lift out sides, or Equivalent Item	KAMPHEIDE HEAVY-DUTY
11' (eleven feet) overall length	X
98" (ninety eight inches) overall width	X
6" (six inches) channel frame rail with internal stake pockets	5"
3" (three inches) channel cross sills on 12" (twelve inches) centers	5.75"
6" long sills	5"
3/16" (three sixteenths inch) smooth steel floor	11 GA
40" (forty inches) bulkhead with screen window 50% (fifty percent)	
Solid Panel Lower: 50% (fifty percent)	X
10" (ten inches) rear skirt for strobe light mounting	X
10" lift out sides (no rear)	X
Painted black in color	X
Hitch plate	X
Receiver hitch with "D" rings	X
Trailing Wiring	X
Four (4) 15,000 lbs. (fifteen thousand pounds) "D" rings mounted to each front and rear corners of the bed floor	X
Heavy duty mud flaps	X
Harsh underbody electric hydraulic hoist, or Equivalent Item	
- Model RL20-ES 10 (ten) ton capacity at 45 (forty five) degree dump angle with 11' (eleven feet) bed 6" overhang - Body safety prop 250 (two hundred fifty) Amp circuit breaker	RUGBY 8-14 TON
Buyers strobe lights, or Equivalent Item(s)	
- Quantity 2 (two): Oval forward facing in each corner on top of bulkhead - Quantity 2: Oval rear corner- mounted to rear skirt	X

Detail Notes (optional):

EFFECTIVE: February 2020

THE KNAPHEIDE MANUFACTURING COMPANY
1848 Westphalia Strasse, P.O. Box 7140
Quincy, IL 62305-7140 U.S.A.
Phone (217) 222-7131 • Fax (800) 654-8997

KNAPHEIDE
SINCE 1848

94 SERIES PLATFORM SPECIFICATIONS

Product Feature		Westerner	Heavy-Hauler	Heavy-Hauler Jr.
Current Series Designation		B	B	B
Actual Width		94.35"	95.50"	94.77"
Lengths Available (Actual)		8'6" to 14'6"	2'4" to 26'4" ¹	9'3" to 26'3"
Floor Material	Wood ¹	N/A	2" Pine	2" Pine
	Smooth Steel	N/A	7 Ga. ²	10 Ga. ²
	Treadplate	1/8"	3/16"	1/8"
End and Side Rail Material		12 Ga. ²	6" Channel	12 Ga. ²
Rear Tail skirt Feature		Standard	N/A	Standard
Stake Pocket Dim. (Actual)		1.66" x 3.56"	1.66" x 3.56"	1.66" x 3.56"
Long Sill Material		Struct. Chan.	Struct. Chan.	Struct. Chan.
Long Sill Height	8'-11' Length	4"	N/A	5"
	12' Length	5"	5"	5"
	13'-26' Length	5"	7"	7"
Long Sill Spacing	8' Length	36"	N/A	N/A
	9'-26' Length	34"	34"	34"
Cross Sill Material		12 Ga. ³	Struct. Chan.	11 Ga. ³
Cross Sill Height	Wood Floor	N/A	4"	4.12"
	Steel Floor	4.15"	4"	5.44"
Cross Sill Spacing	8'-12' Length	18"	12"	16"
	13'-26' Length	18"	12"	12"
Light Kit		Standard ⁴	Standard ⁴	Standard ⁶
Paint, Topcoat Black		Standard	Standard	Standard
Cushion Strips		Optional	Standard	Standard
Mounting Kit		Optional	Optional	Optional
Rub Rail Size		N/A	3/8" X 2 1/2"	3/8" X 2 1/2"

¹ Wood floor material is 2" nominal ACO pressure treated #1 grade dense yellow pine with tongue and groove.

² 7 Ga., 12 Ga. and treadplate material is mild steel (36,000 psi yield).

³ 10 Ga., 11 Ga. and 12 Ga. material is high strength (50,000 psi yield strength).

⁴ Light kits include 2 amber front clearance lights, 7 red rear clearance, marker and RID lights, grommets, and harness. 8' model also includes rectangular stop turn tail lights and back up lights and license light.

⁵ Length includes 2.40" for optional rear pockets and rub rail.

⁶ Light kits include 4 amber front clearance and marker lights, 7 red rear clearance, marker and RID lights, grommet and harness (9'-14' HHJ kit does not include amber front side marker lights)

Prices are FOB Quincy and subject to change without notice.

Information on this page may not be reproduced without the express and written consent of the Knapheide Mfg. Co.

Platform Specifications
Page 2

PRICING SHEET

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

The Bid Award will be made based on the most responsible and lowest total cost for the three (3) units delivered to the City of Bentonville, Arkansas, as specified.

Delivery shall only occur during normal business hours and only with advanced approval from the City.

Quantity	Item	Bid Submission Item (Bidder Complete yr/make/model)	Per Unit Cost	EXTENDED PRICE
2	2020 or Newer <i>Regular Cab</i> and Chassis, 4x4, with a Dump Body, AS SPECIFIED.	<u>2020 RAM 5500</u> <u>REG CAB CHASSIS</u>	\$ <u>57314.00</u>	\$ <u>114628.00</u>
1	2020 or Newer <i>Crew Cab</i> and Chassis, 4x4, with a Dump Body, AS SPECIFIED.	<u>2020 RAM 5500</u> <u>CREW CAB CHASSIS</u>	\$ <u>60224.00</u>	\$ <u>60224.00</u>
SUBTOTAL:				174852.00
TAX:				
OTHER FEES:				
TOTAL BID PRICE:				\$ <u>174852.00</u>



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Bid Award to Emergency Vehicle Specialists (EVS) through participation in the HGAC Cooperative (Co-op) contract, EE08-19, for the purchase of five (5) Rapid Intervention Team Packs (RIT Packs). Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of EE08-19, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures.

COST TO CITY:

Cost of this Request: \$20,586

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	33,812
Funds Expended to Date		
Remaining Budget		33,812
Budget Adjustment		-
Remaining After Adjustment	\$	33,812

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: Gladys Shoemake, Purchasing Manager, Camille Thompson, Staff Attorney,
Jake Harper, Finance Director
Date: March 24, 2020
Re: RIT Packs

Fire Department staff is asking Council to approve a bid award to HGAC for the purchase of (5) Rapid Intervention Team Packs (RIT Packs) for all the front-line fire trucks.

A RIT Pack is used to perform rescues on downed firefighters in a hazardous environment. The pack contains a spare air bottle, and hoses to connect to the self-contained breathing apparatus (SCBA) the firefighter is using.

Cost of this project is \$20, 586.00, and is a budgeted project in the 2020 budget.

EMERGENCY MEDICAL AND RESCUE EQUIPMENT

Background

H-GAC received and opened twenty-one competitive bids for Emergency Medical and Rescue Equipment on April 4, 2019. The following companies submitted bids.

AED One-Stop Shop	Albuquerque, NM
Avon Protection Systems, Inc.	Belcamp, MD
Casco Industries, Incorporated.*	Shreveport, LA
Daco Fire Equipment	Haltom City, TX
Draeger, Inc.*	Houston, TX
E.D. Bullard dba Bullard	Lexington, KY
EagelAir, Inc.*	Greensboro, NC
Equipment Management Company*	Channahon, IL
Fire-Dex, LLC *	Medina, OH
Fisher Scientific Company LLC	Tampa, FL
Grace Industries, Inc.	Fredonia, PA
Holmatro, Inc. *	Glen Burnie, MD
Innotex Corp*	Ohatchee, AL
Innovative Rescue Systems LLC dba Amkus Rescue Systems	Valparaiso, IN
Interspiro, Inc.	Pleasant Prairie, WI
JETS Fire & Safety Inc. dba Delta Industrial Service & Supply	Port Neches, TX
Metro Fire Apparatus Specialists, Inc.	Houston, TX
Municipal Emergency Services Inc.	Houston, TX
North America Fire Equipment Co., Inc. dba NAFECO	Decatur, AL
Scott Technologies Inc. dba Scott Safety	Monroe, NC
Sterlington Medical Mdd Marketing Inc. dba Sterlington Medical	Houston, TX

*Joint Bid

Current Situation

All bid responses have been evaluated by H-GAC staff. Twenty bids (consisting of fifty-six vendors) are being recommended for award. Draeger, Inc. was not awarded because they were not the lowest responsible bid. Request authorization of contracts with the lowest responsible bidders for product items as summarized in the Award Recommendation Table and, as may be applicable, to extend contract assignments to other authorized entities during the contract period. If an awarded bidder fails to execute a contract within forty-five days, fails to maintain required licenses, or is determined to be ineligible, authorization is requested to contract with the next lowest responsible bidder.

Funding Source: Participating local government purchases
Budgeted: NA

Action Requested

Request authorization of contracts with the lowest responsible bidders for Emergency Medical and Rescue Equipment.

EE08-19 Award Recommendation Table

H-GAC Product Code	Recommended Bidder
Defibrillators	
EE19A41, EE19B41, EE19D31	AED One-Stop Shop
EE19A11, EE19A21, EE19A31, EE19A61, EE19A71, EE19B11, EE19B21, EE19B31, EE19B61, EE19C11, EE19C21, EE19C31, EE19C41, EE19C61, EE19C71, EE19D41, EE19D61, EE19D71, EE19E21, EE19E31, EE19E61, EE19F61, EE19F91	Sterlington Medical Mdd Marketing Inc. dba Sterlington Medical
Rescue Equipment	
<u>Self-Contained Breathing Apparatus</u>	
EE19AAA	North America Fire Equipment Co., Inc. dba NAFECO
EE19ABA	Avon Protection Systems, Inc.
EE19ACA	Casco Industries, Incorporated; MSA Safety Incorporated dba MSA Safety Sales, LLC
EE19ADA	Scott Technologies Inc. dba Scott Safety; AAA Emergency Supply Co., Inc.; Atlantic Emergency Solutions, Inc.; Cascade Fire & Safety dba Cascade Fire Equipment Corp.; Ultimate Safety Concepts, Inc. dba Clareys's Safety Equipment; Ed M. Feld Equipment Co., Inc. dba Feld Fire and Feld Security; Emergency Equipment Professionals, Inc. dba EEP; Firefighter One LLC; Fisher Scientific Company, LLC; Halvorson Fire Protection dba Dakota Fire Extinguishers; Industrial Protection Services, LLC; Jefferson Fire & Safety, Inc.; Metro Fire Apparatus Specialists, Inc.; Action Fire Apparatus Company, Inc. dba New Jersey Fire Equipment Company; Leo M. Ellebracht Company; Finley Fire Equipment Company; Mid Atlantic Fire And Air Corporation; Premier Fire Equipment LLC
EE19AEA	Interspiro, Inc.
EE19AFA	North America Fire Equipment Co., Inc. dba NAFECO
<u>Spreaders</u>	
EE19BAA	Equipment Management Company; Atlantic Emergency Solutions, Inc.
EE19BBA	Innovative Rescue Systems LLC dba Amkus Rescue Systems

EE19BCA	Holmatro, Inc.; G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists; Georgia Fire and Rescue Supply; Metro Fire Apparatus Specialists, Inc.; North America Fire Equipment Co., Inc. dba NAFECO
EE19BDA- EE19BDD	Municipal Emergency Services, Inc.
<u>Cutters</u>	
EE19CAA	Equipment Management Company; Atlantic Emergency Solutions, Inc.
EE19CBA	Innovative Rescue Systems LLC dba Amkus Rescue Systems
EE19CCA	Holmatro, Inc.; G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists; Georgia Fire and Rescue Supply; Metro Fire Apparatus Specialists, Inc.; North America Fire Equipment Co., Inc. dba NAFECO
EE19CDA-EE19CDD	Municipal Emergency Services, Inc.
<u>Combination Spreader/Cutter Tools</u>	
EE19DAA	Equipment Management Company; Atlantic Emergency Solutions, Inc.
EE19DBA	Innovative Rescue Systems LLC dba Amkus Rescue Systems
EE19DCA	Holmatro, Inc.; G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists ; Georgia Fire and Rescue Supply; Metro Fire Apparatus Specialists, Inc.; North America Fire Equipment Co., Inc. dba NAFECO
EE19DDA-EE19DDD	Municipal Emergency Services, Inc.
<u>Rams</u>	
EE19EAA	Equipment Management Company; Atlantic Emergency Solutions, Inc.
EE19EBA	Innovative Rescue Systems LLC dba Amkus Rescue Systems
EE19ECA	Holmatro, Inc.; G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists ; Georgia Fire and Rescue Supply; Metro Fire Apparatus Specialists, Inc.; North America Fire Equipment Co., Inc. dba NAFECO
EE19EDA- EE19EDD	Municipal Emergency Services, Inc.
<u>Stabilization/Shoring Struts</u>	
EE19FAA	Equipment Management Company; Atlantic Emergency Solutions, Inc.
EE19FBA	Holmatro, Inc.; G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists ; Georgia Fire and Rescue Supply; Metro Fire Apparatus Specialists, Inc.; North America Fire Equipment Co., Inc. dba NAFECO
EE19FCA	Metro Fire Apparatus Specialists, Inc.
EE19FDA	Municipal Emergency Services, Inc
EE19FFA	Innovative Rescue Systems LLC dba Amkus Rescue Systems
<u>Air Lift Rescue Bags</u>	
EE19GAA	Equipment Management Company; Atlantic Emergency Solutions, Inc.

EE19GBA	Holmatro, Inc.; G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists; Georgia Fire and Rescue Supply; Metro Fire Apparatus Specialists, Inc.; North America Fire Equipment Co., Inc. dba NAFECO
EE19GCA	Municipal Emergency Services, Inc
EE19GDA	Metro Fire Apparatus Specialists, Inc.
<u>Hand-Held Thermal Imaging Equipment</u>	
EE19HAA	E.D. Bullard dba Bullard
EE19HBA	North America Fire Equipment Co., Inc. dba NAFECO
EE19HCA	Scott Technologies Inc. dba Scott Safety; AAA Emergency Supply Co., Inc.; Atlantic Emergency Solutions, Inc.; Cascade Fire & Safety dba Cascade Fire Equipment Corp.; Ultimate Safety Concepts, Inc. dba Clareys's Safety Equipment; Ed M. Feld Equipment Co., Inc. dba Feld Fire and Feld Security; Emergency Equipment Professionals, Inc. dba EEP; Firefighter One LLC; Fisher Scientific Company, LLC; Halvorson Fire Protection dba Dakota Fire Extinguishers; Industrial Protection Services, LLC; Jefferson Fire & Safety, Inc.; Metro Fire Apparatus Specialists, Inc.; Action Fire Apparatus Company, Inc. dba New Jersey Fire Equipment Company; Leo M. Ellebracht Company; Finley Fire Equipment Company; Mid Atlantic Fire And Air Corporation; Premier Fire Equipment LLC
EE19HDA	Casco Industries, Incorporated; MSA Safety Incorporated dba MSA Safety Sales, LLC
EE19HEA	JETS Fire & Safety Inc. dba Delta Industrial Service & Supply
EE19HFA	North America Fire Equipment Co., Inc. dba NAFECO
<u>Fire Rescue Saws</u>	
EE19IAA	Municipal Emergency Services, Inc
EE19IBA	Daco Fire Equipment
EE19ICA, EE19IDA, EE19IEA, EE19IFA	Metro Fire Apparatus Specialists, Inc.
<u>Electronic Personnel Accountability System (Stand-Alone)</u>	
EE19JAA	Grace Industries, Inc.
<u>Breathing Air Systems</u>	
EE19KAA	Scott Technologies Inc. dba Scott Safety; AAA Emergency Supply Co., Inc.; Atlantic Emergency Solutions, Inc.; Cascade Fire & Safety dba Cascade Fire Equipment Corp.; Ultimate Safety Concepts, Inc. dba Clareys's Safety Equipment; Ed M. Feld Equipment Co., Inc. dba Feld Fire and Feld Security; Emergency Equipment Professionals, Inc. dba EEP; Firefighter One LLC; Fisher Scientific Company, LLC; Halvorson Fire Protection dba Dakota Fire Extinguishers; Industrial Protection Services, LLC; Jefferson Fire & Safety, Inc.; Metro Fire Apparatus Specialists, Inc.; Action Fire Apparatus Company, Inc. dba New Jersey Fire Equipment Company; Leo M. Ellebracht Company; Finley Fire Equipment Company; Mid Atlantic Fire And Air Corporation; Premier Fire Equipment LLC
EE19KCA	Daco Fire Equipment

EE19KDA	EagleAir, Inc.; JETS Fire & Safety Inc. dba Delta Industrial Service & Supply; North America Fire Equipment Co., Inc. dba NAFECO
EE19KEA	Metro Fire Apparatus Specialists, Inc.
<u>Bunker/Wildland Rescue Gear</u>	
EE19LAA, EE19LAB, EE19LAE, EE19LQA, EE19LRA	North America Fire Equipment Co., Inc. dba NAFECO
EE19LAC, EE19LAF, EE19LMA, EE19LOA, EE19LPA, EE19LTA	Daco Fire Equipment
EE19LBA-EE19LBF	JETS Fire & Safety Inc. dba Delta Industrial Service & Supply
EE19LCA, EE19LJA, EE19LKA	Fire-Dex, LLC; C.W. Williams and Company, LLC; Firefighter One LLC; Interstate Rescue, LLC; Municipal Emergency Services Inc., G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists; Hayden and Company; Metro Fire Apparatus Specialists, Inc.
EE19LCB, EE19LEA	Municipal Emergency Services Inc
EE19LDA, EE19LFA-EE19LGA, EE19LJA, EE19LVA	Casco Industries, Incorporated; MSA Safety Incorporated dba MSA Safety Sales, LLC
EE19LHA-EE19LHC, EE19LSA	Metro Fire Apparatus Specialists, Inc.
EE19LLA	Innotex Corp; Cascade Fire Equipment Company; Dooley Tackaberry, Inc.; Emergency Equipment Professionals, Inc.; Fisher Scientific Company, LLC
EE19LNA	E.D. Bullard dba Bullard
EE19LUA	Fisher Scientific Company, LLC



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Resolution declaring certain property (Pyromate Electronic Fireworks System) surplus and transferring it would be a responsible disposal of the equipment.

COST TO CITY:

Cost of this Request: \$0

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

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PLEASE RECYCLE





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager,
Jake Harper, Finance Director
Date: March 24, 2020
Re: Surplus Electronic Fireworks Firing System

Fire Department is asking for Council approval to declare an electronic fireworks firing system surplus, and transferring this equipment would be a responsible disposal of it.

This equipment will be transferred to the City of Bella Vista since they shoot their own fireworks display on the Fourth of July.

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE FIRE
DEPARTMENT AS SURPLUS PROPERTY.**

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

Section 1: That certain property of the City of Bentonville Fire Department, more particularly described in the attached memo, is hereby declared to be surplus and the Fire Department is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Ordinance requesting a waiver of bid for the purchase of uniforms for the Bentonville Fire Department. Due to the nature of the type of uniforms used for the Fire Department, the local location in Springdale, and other factors explained in the attached Purchasing Memo, Galls is considered the sole source for the purchase of uniforms for the City's Public Safety Departments.

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

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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>3/24/2020</u>		
Requested by:	<u>Brent Boydston</u>		
Department:	<u>Fire</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Uniforms</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Galls Inc.</u>		
	<u>Springdale, AR.</u>		
	<u></u>		
Amount:	Base Amount:	<u></u>	
	Tax:	<u></u>	
	*Other:	<u></u>	
	TOTAL	\$	-
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Galls is able to sole source the fire department requirements for uniforms. They also have a store in Springdale Arkansas.			
Department Head		Director of Finance & Administration	
Revised 6-18-99			



MEMORANDUM

PURCHASING OFFICE

TO: ADMINISTRATION

FROM: Gladys Shoemake, Purchasing Manager

DATE: March 13, 2020

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

The City currently purchases the majority of public safety uniforms and uniform accessories from Galls, LLC.

In 2019, the Purchasing Office conducted an internal review of public safety uniform and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories.

The following are important factors considered during this review:

- Public safety uniforms consist of non-typical uniform types, such as police (which require expedited alterations and repairs) and fire clothing types, but also require the purchase of various small accessories. Other City Departments, not in the public safety sector, use more standardized uniforms, such as khaki pants or jeans and polo shirts and jackets.
 - Purchasing determined that the various accessories needed by public safety staff, such as holsters for various weapons, make the uniform needs for these Departments unique from other City Departments. Furthermore, these additional needs make it difficult to determine spending thresholds applicable to different procurement methods (bidding, cooperative contract use etc.) due to the different types of the items (ex. purchase of pants/shirts vs. purchase of holsters/belts) .
- Galls offers a Springdale, Arkansas location, which allows the public safety Departments to pick up/drop off uniforms according to their availability.
- Galls has consistently been acquiring other local public safety uniform providers, such as Cruise Uniforms (now a Galls company), drastically limiting the vendor pool that would be potential bidders, if bidding these uniform types was determined practical.
- According to the Police Department, Galls/Cruise is the only local provider that allows pick-up and alterations; the Police Department utilizes and relies on these services frequently.

- Some Galls items are available through the Federal Cooperative (Co-Op), GSA, via utilization of Contract GS-07F-0157M. Both Departments utilize this cooperative pricing when applicable.
 - Pursuant to §19-11-249, use of a Co-Op is permitted. When Departments request to purchase from a Co-Op, Purchasing conducts a review of the Co-Op contract to determine if the contract is in line with both Arkansas State Law and City purchasing procedures, as well as if the purchases from the contract can be accurately tracked and verified.
 - Due to the nature of how the Federal Co-Op offerings are organized, and the wide array of available options in public safety uniform accessories, Purchasing determined that it was not feasible to expect public safety departments to accurately track and confirm all pricing offered through the cooperative using solely cooperative contract participation.

Based on the above factors and the nature of public safety uniform needs, Purchasing has determined Galls, LLC to be sole source for the City's public safety uniform purchases.

Pursuant to §14-58-303, the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical, may be waived by ordinance by the City's governing body. In accordance with this Statute, Purchasing recommends that the City's public safety Departments waive competitive bidding for the purchase of these uniforms and accessories from Galls, using GSA Federal Co-Op pricing and alternate cost options offered by Galls to realize cost savings when applicable.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE PURCHASE OF UNIFORMS FOR THE
BENTONVILLE FIRE DEPARTMENT 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 for the purchase of uniforms for the Bentonville Fire Department from Galls Uniforms in Springdale, Arkansas in an amount not to exceed the budgeted allotment for uniform supplies.

Section 2: Because having a local provider of uniforms promotes necessary firefighter safety and efficiency and because Galls is the sole source as the only local vendor of such supplies and has required uniform components readily available, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2020.

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 24, 2020

Submitted by:

Gary Wilson

Department

Utility Billing/Meter Reading

Phone

271-3104

ACTION REQUIRED:

Resolution to authorize Mayor and Clerk to sign add-on agreement to 2015 Invoice Cloud agreement that adds Text to Pay and Online Bank Direct to agreement.

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

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PLEASE RECYCLE



City of Bentonville

Memorandum

To: City Council and Mayor Orman

From: Gary Wilson

CC: Jake Harper

DATE: March 10, 2020

Staff recommends authorizing a Resolution to enter in to an add-on agreement with Invoice Cloud to add Text to pay and Online Bank Direct.

Text to pay has no additional costs to the City, but allows customers to pay their utility bill in full via text message. Partial payment and over payment are not supported with text to pay. We anticipate this additional feature will appeal to a portion of our customer base, especially our younger customers. Anyone can opt out of text to pay with Invoice Cloud at any time.

Online Bank Direct intercepts payments made by a customer using their bank's online bill pay system. Currently, a paper check is mailed to the City where it is manually entered. As we all know, envelopes get lost and can be slow to arrive in the mail sometimes. This system allows Invoice Cloud to intercept the payment before a paper check is created. We then have the ability to review the payments for among other things accuracy, information needed to process the payment, that it is for a utility account, an account with a balance, if the customer is cash only, etc.

The Online Bank Direct will cost \$0.25 per item. We estimate 1,038 checks a month will be intercepted for a cost of just over \$3,100 a year. Manually processing these payments as checks costs us time and effort to accurately enter, balance and track that could be better spent on other tasks. The cost for this can be absorbed into our other existing Invoice Cloud expenses and budget.

SALES INFORMATION										
IC Sales Rep		Chuck Layman				Vertical		Utility		
Order Date		3/10/2020		Sales Prtnr		Software Prtnr		Tyler - Munis		
PRODUCTS AND SERVICES										
Products		[OBD]								
PAYMENT METHODS ACCEPTED										
Payment Types										
BILLER INFORMATION										
Ownership Type		Government			Phone		4792715941		Fax	
Legal Name		City of Bentonville			Website URL		https://www.bentonvillear.com			
Address 1		117 West Central Avenue			Bus. Open Date		01/01/1873			
Address 2					Federal Tax ID		71-6000642			
City		Bentonville								
State		AR		ZIP		72712				
BILLER CONTACT										
Primary Contact Name		Gary Wilson								
Phone		4792715941								
Email Address		gwilson@bentonvillear.com								
SIGNING AUTHORITY										
Name		Stephanie Orman			Title		Mayor			
Phone				Fax		Email Address		sorman@bentonvillear.com		
BILLER PRICING										
Description		Interval		Cost Type		Cost				
OBD Access Fee		Monthly		Fixed (\$)		\$0.00				
IC Payment Transaction Fee - Online Bank Direct		Per Transaction		Fixed (\$)		\$0.25				
HARDWARE										
Card Reader Type		Quantity		Cost per Reader		Billing Interval				
Card Reader										
Shipping Addr. (if different than location address)										
Kiosk Type		Device Quantity		Per Device Txn Min		Note: Biller will be charged for the minimum number of transactions listed to left each month per kiosk unity. In addition, if the Biller's order includes kiosks then the terms and conditions of Kiosk Managed Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference				
Standard/In-Door				750						
Thru-Wall				800						
Outdoor Model				850						
BILLER BANK INFO										
Note: Must include voided business check or bank letter for each unique account										
Billing Method		Monthly Invoice (Net 30)								
Name on Account		City of Bentonville								
Bank Address		PO Box 799								
		Lowell, AR 72745								
		Bank Name		Arvest Bank						
		Phone		479-273-3331						

Routing #	82900872	Last 4 Acct #	0457
DATA RETENTION			
Months to Keep	24	*Additional Fees apply if greater than 24 months	
NOTES/SPECIAL HANDLING			
This is an add on for OBD only.			
CERTIFICATION AND AGREEMENT			

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+C and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Add on to the Biller Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) If the Biller's order includes kiosks, then the terms and conditions of Kiosk Managed Services Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference. (8) agrees that Biller will submit transactions only in accordance with the information in this Add on to the Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (9) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Service fees may apply based on the biller set up with Invoice Cloud. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency.
- E. This Add on to the Order Form will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.
- F. If the Biller's order includes kiosks, then the terms and conditions of Kiosk Managed Services Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

X **Accepted by Biller:**

Corporate Officer

Stephanie Orman
Printed Name

Mayor
Title

X **Accepted by Invoice Cloud, Inc.:**

Corporate Officer

Robert Lapides
Printed Name

President
Title

INVOICE PARAMETERS

Invoice Parameters must be completed for each invoice type

Invoice Type	Utility				Pricing Model	Non-Submitter	
Biller Software	Sungard				Non-Submitter: Interchange Paid By	Biller	
BILLING DETAILS							
Please indicate which months bills are sent by placing the bill count for each month below:							
Jan	Feb	Mar	Apr	May	June	July	Aug
1038	1038	1038	1038	1038	1038	1038	1038
Sep	Oct	Nov	Dec				
1038	1038	1038	1038				
Avg Invoice \$ 100.00 Max Invoice \$ 500.00 Bill Frequency Monthly BPM 1038							
SERVICE FEES							
Payment Source Description		Payment Method		Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount	
All Payment Sources		Credit/Debit					
All Payment Sources		ACH/EFT					
Kiosk		All Payment Methods					
IVR Surcharge		All Payment Methods					
PAYMENT SOURCE EXCEPTIONS							
MAX PAYMENT CAP							
CC Max		ACH Max (\$)	125000.00				
BILLER DEPOSITORY BANK INFO							
<i>Note: must include voided business check or bank letter for each unique account</i>							
Routing #	82900872				Last 4 Acct #	0457	
NOTES/SPECIAL HANDLING							
This is an add on for OBD only.							

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN ADD-ON AGREEMENT
WITH INVOICE CLOUD**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an add-on agreement with Invoice Cloud for Text to Pay and Online Bank Direct as set forth in the agreement attached hereto as Exhibit 'A'.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Carroll Electric Cooperative to replace a 69kV structure to obtain clearance over a 3-phase distribution for \$64,000.

COST TO CITY:

Cost of this Request: \$64,000

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



MEMORANDUM

DATE: March 24, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: CECC agreement – Pole Adjustment

Electric Dept. staff recommends entering into an agreement with Carroll Electric Cooperative to replace a 69 kV transmission pole located at the intersection of Featherston Road and Glen Road. This replacement will create the clearances necessary for BEUD to place a 3-phase distribution line along Glen Road that will serve developments south of Glen Road. BEUD and CECC have entered into similar agreements in the past for this same scenario.

The cost for this replacement is \$64,000 and per the agreement, \$15,000 must be paid prior to the work being performed so that CECC can prepare the engineering and order the structure (see attached agreement).

There is money within BEUD's existing budget to cover this cost.



**Carroll Electric
Cooperative Corporation**

800-432-9720
www.carrollecc.com

Your Local Energy Partner

March 3, 2020

Wayman Thurman
Assistant Manager
Bentonville Electric Department
608 Southeast Third St.
Bentonville AR 72712

Dear Mr. Thurman:

Our cost assessment has been completed to relocate structure #15 of Centerton to Stoney Brook just north of Glenn Road in Bentonville, Arkansas, and install a distribution pole on the south side of Glenn Road in order to retain adequate clearance over a three-phase line to be extended along Glenn Road. Those costs are:

Structure	\$14,000
Labor (4 days)	49,000
Miscellaneous materials	<u>1,000</u>
Total	\$64,000

Upon approval, the process of designing and obtaining the required structure will begin. The full cost of the structure plus miscellaneous materials (\$15,000) is required prior to the actual order of the structure. This price is contingent upon retaining adequate space from other underground utilities.

Should you desire to move forward with this arrangement, please sign the enclosed agreement and return it to my attention.

Sincerely,



Jen Smiley, P.E.
Engineering Manager

JS:as
Enclosure

Bentonville
707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712
(479) 273-2421

Berryville
920 Hwy. 62 Spur
PO Box 4000
Berryville, AR 72616
(870) 423-2161

Huntsville
5056 Hwy. 412 B
PO Box 280
Huntsville, AR 72740
(479) 738-2217

Jasper
511 E Court St.
PO Box 389
Jasper, AR 72641
(870) 446-5114



POLE REPLACEMENT AGREEMENT

This AGREEMENT is made this day between **Carroll Electric Cooperative Corporation (CECC)** and **City of Bentonville** to replace a specific 69kV transmission line structure in order to retain adequate clearance over a three-phase distribution line extended under the transmission line along Glenn Road in Bentonville, Arkansas.

The breakdown of cost is:

Structure	\$ 14,000
Labor (4 days)	49,000
Miscellaneous Materials	<u>1,000</u>
TOTAL COST	\$ 64,000

This is the final cost to complete all work required to adequately complete the requested pole change.

City of Bentonville agrees to pay the full cost of the structure and the miscellaneous materials prior to CECC obtaining the structure and/or materials required. The balance of the payment is required within 30 days of the completion of the project.

Upon receipt of payment and signed agreement, Carroll Electric Cooperative Corporation will begin the process of designing and obtaining the required structure and materials. Timeline to begin the pole change will be determined by the lead-time required for the delivery of the structure and the availability of the transmission line.

City of Bentonville

Carroll Electric Cooperative Corp.

Date

3/3/20
Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CARROLL ELECTRIC COOPERATIVE CORP. FOR THE REPLACEMENT OF AN ELECTRIC TRANSMISSION LINE FOR CLEARANCE AND SAFETY REASONS.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Carroll Electric Cooperative Corporation for the replacement of a certain existing Carroll Electric transmission lines to meet safety clearances for Bentonville Electric distribution line extensions as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-20-010
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Bart Mahony

Department

Pub Works Maint

Phone

271-5945

ACTION REQUIRED:

Bid award IFB-20-10 to Luttrell Enterprises for brush hog and rough mowing of city airport in an amount not to exceed \$30,000. This is a 2020 budgeted item. This agreement may be extended up to 3 years upon mutual agreement of both parties.

COST TO CITY:

Cost of this Request: \$30,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	30,000
Funds Expended to Date		
Remaining Budget		30,000
Budget Adjustment		-
Remaining After Adjustment	\$	30,000

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 LUTTRELL ENTERPRISES FOR BRUSH HOG MOWING
DATE: 3/10/2020
CC: MIKE BENDER, DENNIS BIRGE

Staff recommends City Council award Bid No. IFB-20-10 to Luttrell Enterprises for brush hog mowing of the city airport in an amount not to exceed \$30,000. The city received three bids, Luttrell Enterprises (\$15,258.85 Total Bid) Empire Group (\$30,180.00 Total Bid) Precision Lawns (\$42,759.75 Total Bid). Luttrell Enterprises provided the lowest responsible bid. Bids are based on five brush hog mowing cycles and ten rough mowing cycles.

- A brush hog cycle will include the brush hogging of approximately 86 acres at the city airport.
- A rough mow cycle will include the mowing with zero turn mowers around all taxiway/runway surfaces and weed eating around all airfield lights and signs.

The attached bid specifications include location and mowing specifics covered by this bid. This contract will relieve city personnel from additional mowing responsibilities and eliminate the need for a tractor lease, fuel and maintenance, saving over \$15,000 per year.

2020 is the first year for this contract and may be renewed annually up to three consecutive years upon mutual agreement of both parties and Council allocating the funds.

We have worked with Luttrell Enterprises for the last three years on other mowing contracts and have been pleased with their work.

Thank you for your consideration of this request.



**BID TABULATION:
IFB-20-10 BID OPENING**

Brush Hog and Rough Mow Services at the Bentonville Municipal Airport
MONDAY, MARCH 2, 2020
at 10:30 A.M

BIDDER NAME	ATTENDED PRE-BID	Bid Bond Included (\$500.00)	BID COMPLETE	INSURANCE	ADDENDUM NUMBER 1	TOTAL BID PRICE
LUTTRELL ENTERPRISES	X	X	X	X	X	\$15,258.85
EMPIRE GROUP PROPERTY MANAGEMENT	X	X	X	X	X	\$30,180.00
PRECISION LAWN & LANDSCAPING, LLC	X	X	X	X	X	\$42,759.75



CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: February 9, 2020

NOTICE TO BIDDERS BRUSH HOG AND ROUGH MOW SERVICES

Invitation For Bid (IFB)-20-10

The City of Bentonville, Arkansas is accepting formal, sealed bids from qualified and properly experienced and capable businesses or individuals to perform brush hogging and rough mowing services to be performed at the Bentonville Municipal Airport – Louise M. Thaden Field, for the City of Bentonville Public Works Maintenance Department. The awarded Bidder will be required to sign a binding contract with the City for a one (1) year term, renewable annually upon mutual written consent for a total maximum term not to exceed three (3) years.

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.

There will be a Mandatory Pre-Bid Meeting held on February 18, 2020 at 9:00 A.M. CST at the Bentonville Municipal Complex, located at 3200 SW Municipal Drive Bentonville, Arkansas 72712. The meeting will be held in the second floor conference room.

Interested parties can obtain the required bid packet 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 10:30 A.M., Monday, March 2, 2020, at the Purchasing Office on the second floor of City Hall, located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late submissions and unsigned bid submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM



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

INVITATION FOR BID (IFB)
IFB-20-10
BRUSH HOG AND ROUGH MOW SERVICES

Date of Issuance: February 9, 2020 Bid Number: IFB-20-08
Mandatory Pre-Bid Meeting: February 18, 2020 at 9:00 A.M. (address/details below).
Bid Opening Date: March 2, 2020 Bid Opening Time: 10:30 A.M.

Questions regarding this bid should be directed solely to the City of Bentonville Purchasing Office via written communication only, emailed to purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., February 25, 2020.

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

Mandatory Pre-Bid Meeting Date and Time: February 18, 2020 at 9:00 A.M.

Any bids received from entities which did not attend the Mandatory Pre-Bid Meeting will be rejected, without exception.

All bids must be received by the Purchasing Office prior to 10:30 A.M., March 2, 2020 in a sealed envelope, clearly marked on the outside with BID# IFB-20-10. Bids which must be opened to be identified may be rejected. Late bids will be rejected, without exception.

Bids will be publicly opened at City Hall, second floor, Purchasing Office, 117 West Central Ave Bentonville, AR 72712.
Pre-bid meeting for this invitation will not be held at the Purchasing Office, 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:	<u>Luttrell Enterprises</u>	PHONE NUMBER:	<u>479-841-0143</u>	FAX NUMBER:	
BUSINESS ADDRESS, STREETS:	<u>10160 W. Wedington</u>	CITY:	<u>Fayetteville</u>	STATE:	<u>AR</u>
SIGNATURE				DATE:	<u>2-28-2020</u>
PRINTED OR				TITLE:	<u>Owner</u>

ARKANSAS S

STATE CONTRACTORS LICENSE NUMBER: _____

INTENT

The intent of this invitation for Bid is to solicit for brush hogging and rough mowing services to be performed at the Bentonville Municipal Airport- Louise M. Thaden Field, for the City of Bentonville, Arkansas Public Works Maintenance Department. The awarded Bidder will be required to sign a binding contract with the City.

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 approximately 5-6 cycles of brush hogging and 10-12 cycles of rough mowing services annually. Bidder will be paid only for completed cycles.

Each cycle will include all services that are industry standard when performing brush hogging and rough mowing services, including but not limited to: rough mowing, brush hogging, debris removal prior to the start of each mowing service, and upon the conclusion of each mowing service to present a clean appearance.

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, and that there is no guarantee of the number of mowing cycles that will be completed in a season. 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.

[This space is intentionally left blank]

DELIVERY

The City of Bentonville requests that the brush hog and rough mow services begin on approximately April 1, 2020. 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.

Date available to begin services: Immediately

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 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:

☒ Yes ☐ No

Contractor/Vendor Disclosure

Company Name: Luttrell Enterprises

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.

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. 112 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 presence 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.
36. **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.

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space following specifications. Bidder must also provide additional information where indicated.

SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.
Bidder shall coordinate all schedules and delays with the City's designated contact for brush hogging and rough mowing services.	X
Bidder acknowledges that advanced notice shall be given to the appointed airport contact before each brush hogging and rough mowing cycle.	X
Bidder will have equipment available for inspection by the City prior to beginning services and acknowledges that the City reserves the right to inspect Bidder's equipment prior to award of contract and/or prior to services beginning.	X
Bidder acknowledges and understands that brush hogging and rough mowing schedules should be kept consistent.	X
Bidder understands that Bidder and any of Bidders employees or agents will be expected to be professional, detail oriented, and quality driven.	X
Bidder understands that debris removal may be required prior to and at the conclusion of brush hogging and rough mowing to ensure that debris does not become spread, cause property damage, or cause an unsightly appearance.	X
Bidder understands that brush hogging and rough mowing services shall not be performed in conditions saturated to the point that turf damage or rut damage would occur and that any such damage as a result of the mowing operation would require the Bidder to repair the damaged area(s) at no cost to the City, as directed by the City.	X
Bidder shall be responsible for any damage to airport runway or taxiway lights.	X
Grass shall be brush hogged to a uniform height of 4.5" (four-and-a-half inches) and rough mowed to a uniform height of 3.5-4.5" (three-and-a-half to four-and-a-half inches). The City shall have the final determination of the mowing height and shall perform an inspection after each mowing cycle. Bidder shall be responsible for correction of any areas where the specifications have not been met.	X

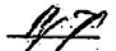
Specifications Continued...	
Bidder acknowledges that safety is the number one concern, and attests that all industry standards and best practices will be in place to ensure proper safety precautions and an accident free work environment.	X
Bidder acknowledges that approved 36x36 (thirty-six by thirty-six) orange and white safety flags (FAA Rule-AC 150-5210-5C & AC150-5200-18C Standards) shall be attached to any vehicle or equipment during operation on airport property.	X
Bidder acknowledges that approved safety strobe lights or beacon lights shall be attached to any vehicle or equipment during operation on airport property.	X

Detail Notes

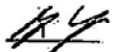
(Optional):

BIDDER'S ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS

Bid Submittal Documents: Documents and bonds required for a complete Bid Submission.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields completed, including the Pricing Sheet.	
Proof of Insurance, as specified.	
Bid Guarantee/ Bid Bond, as specified.	
Acknowledgement of all Addenda in Bid Submission, where applicable. (Bidder is required to acknowledge any Addenda issued by either including a copy of the Addenda in their Bid Submission, or notating the Addenda number(s) here.)	_____ _____ _____

Upon Contract Execution: Bidder's verification of understanding that the following bonds and proof of insurance are due upon signing of the binding contract.

Description	Bidder's Initials
Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured.	
Bidder's should use the following address for the City of Bentonville:	
City of Bentonville, Arkansas 117 West Central Avenue Bentonville, Arkansas 72712	

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 per cycle 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>Per Cycle Cost</u>
Bentonville Municipal Airport – Louise M. Thaden Field 2500 SW Aviation Drive Bentonville, Arkansas	\$ _____

TOTAL BID PRICE \$ 15,258⁸⁵
The per cycle price, inclusive of all costs, including taxes. Used for bid comparison purposes only.



ADDENDUM TO BID
BID NUMBER: IFB-20-10

ADDENDUM NUMBER: 2

DATE OF ISSUANCE: FEBRUARY 21, 2020

RE: BRUSH HOG & ROUGH MOW SERVICES FOR BENTONVILLE MUNICIPAL AIRPORT

FROM: City of Bentonville, Arkansas
117 W. Central Avenue
Bentonville, Arkansas 72712

TO: Prospective Bidders

This addendum modifies the the original bidding document(s) dated February 9, 2020. Bidders are required to acknowledge receipt of this addendum by including it in their bid submission. Failure to include this addendum may result in rejection of the bid submission.

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

Addenda Issued after the Mandatory Pre-Bid Meeting held on February 19, 2020:

1.1 Specifications:

- 1.1.1** The awarded Bidder shall weed-eat around the taxiway lights to prevent the lights from breaking due to impact from mowers. The awarded Bidder may decide to spray if desired; any spray chemical used shall be pre-approved by the City's designated contact prior to application.

1.2 Scope:

- 1.2.1** The Bentonville Municipal Airport property is approximately 101 acres; the approximate mowable acreage is 86 acres. The estimate of mowable acreage is determined after subtracting for non-mowable hard surfaces, and is not a guarantee of the exact number acreage amount.
- 1.2.2** The airport runway length is approximately 4,420 feet (four thousand four hundred twenty feet).
- 1.2.3** The airport taxiway length is approximately 3,775 feet (three thousand seven hundred seventy five feet).

City of Bentonville, Arkansas
Purchasing Office
IFB-20-10 – Addendum Number 2

Page 1 of 4



ADDENDUM TO BID

BID NUMBER: IFB-20-10

- 1.2.4 The distance between the pavement edge and the outside edge of the taxiway lights is an approximate average of 11 feet (eleven feet).
- 1.3 Included Reference Documents:
 - 1.3.1 The following documents have been attached as Exhibits to this Addendum Number 2:
 - 1.3.1.1 EXHIBIT A: Approximate Airport Mowable Acreage.
 - 1.3.1.2 EXHIBIT B: IFB-20-10 Mandatory Pre-Bid Meeting Handout: Specifications with Notes
- 1.4 Pricing Sheet:
 - 1.4.1 During the Mandatory Pre-Bid Meeting, the City determined that a revised pricing sheet was needed to include separate pricing lines for brush hog and rough mow services.
 - 1.4.2 This revised Pricing Sheet will be issued in a separate Addendum to IFB-20-10.

[End of Addendum Number 2]



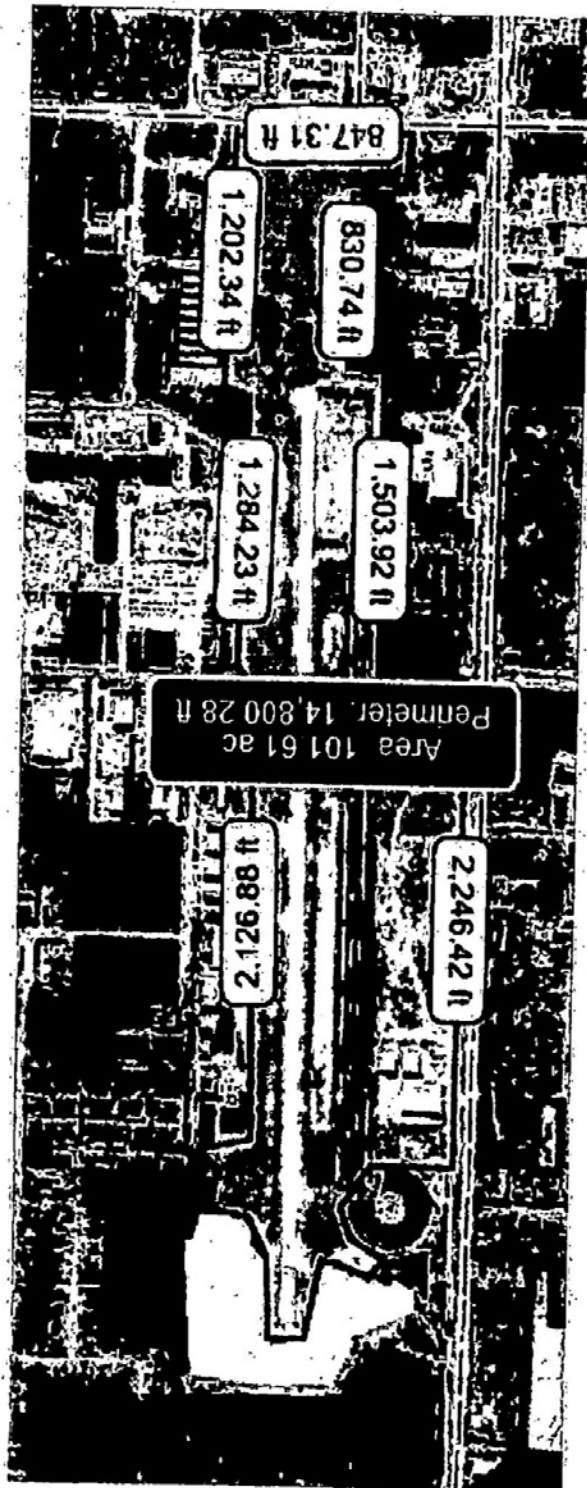
ADDENDUM TO BID
BID NUMBER: IFB-20-10

EXHIBIT A

Approximate Airport Mowable Acreage

City of Bentonville, Arkansas
Purchasing Office
IFB-20-10 – Addendum Number 2

Page 3 of 4





ADDENDUM TO BID
BID NUMBER: IFB-20-10

EXHIBIT B

**IFB-20-10 Mandatory Pre-Bid Meeting Handout:
Specifications with Notes**

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space following specifications. Bidder must also provide additional information where indicated.

SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.
Bidder shall coordinate all schedules and delays with the City's designated contact for brush hogging and rough mowing services.	Communication is key when working at airports. Even though the airport is small there is quite a bit of traffic especially student pilots. There will be construction starting this summer on several projects so coordination is key.
Bidder acknowledges that advanced notice shall be given to the appointed airport contact before each brush hogging and rough mowing cycle.	
Bidder will have equipment available for inspection by the City prior to beginning services and acknowledges that the City reserves the right to inspect Bidder's equipment prior to award of contract and/or prior to services beginning.	Standard language used in all of our mowing contracts. This ensures that all mowers are in good condition and are not a safety hazard, also ensures that mowers are of the size and type to complete mowing cycles.
Bidder acknowledges and understands that brush hogging and rough mowing schedules should be kept consistent.	Consistent mowing cycles make for an overall better appearance and easier mowing on the contractor. With 4-6 weeks between brush hog cycles and 2-3 weeks between rough mow cycles, consistency will be key.
Bidder understands that Bidder and any of Bidders employees or agents will be expected to be professional, detail oriented, and quality driven.	
Bidder understands that debris removal may be required prior to and at the conclusion of brush hogging and rough mowing to ensure that debris does not become spread, cause property damage, or cause an unsightly appearance.	We understand that with the amount of time between cycles that wind rowing and clumping will happen. We do not expect you to eliminate but rather try to control how much clumping there is while mowing. Mainly large windrows from not changing direction to disperse clippings is what we are trying to eliminate.
Bidder understands that brush hogging and rough mowing services shall not be performed in conditions saturated to the point that turf damage or rut damage would occur and that any such damage as a result of the mowing operation would require the Bidder to repair the damaged area(s) at no cost to the City, as directed by the City.	Any time it's too wet to mow communicate that to your city contact.

Bidder shall be responsible for any damage to airport runway or taxiway lights.	All airport lights and signs are on frangible couplings meant to shear off with very little pressure. Because of this, mowers cannot bump the lights, as they will break off easily. It will be up to the contractor to maintain around the lights to a uniform height, we will work with the contractor on any ideas that they might have to achieve the results the city is after.
Grass shall be brush hogged to a uniform height of 4.5" (four-and-a-half inches) and rough mowed to a uniform height of 3.5-4.5" (three-and-a-half to four-and-a-half inches). The City shall have the final determination of the mowing height and shall perform an inspection after each mowing cycle. Bidder shall be responsible for correction of any areas where the specifications have not been met.	This is an area where we will work with the contractor on a cycle-by-cycle basis, especially if we have an unusually wet spring and summer as we had in 2019.
Bidder acknowledges that safety is the number one concern, and attests that all industry standards and best practices will be in place to ensure proper safety precautions and an accident free work environment.	Discharge chutes need to be operational and lowered any time you are in close proximity to aircraft or hangars.
Bidder acknowledges that approved 36x36 (thirty-six by thirty-six) orange and white safety flags (FAA Rule-AC 150-5210-5C & AC150-5200-18C Standards) shall be attached to any vehicle or equipment during operation on airport property.	Flags should be attached to the highest point of any equipment operating within the runway/taxiway safety area. We do not expect you to place flags on trucks and trailers that parked on airport property.
Bidder acknowledges that approved safety strobe lights or beacon lights shall be attached to any vehicle or equipment during operation on airport property.	All tractors, mowers and UTV's should have either strobe lights or beacon lights. Transport trucks and trailers that are parked and not operating on airport property do not have to have strobe or beacon lights.

- * As with all of our mowing contracts, communication between the city and the contractor is key to any success. We will always work to find common ground to resolve any issues or problems.



ADDENDUM TO BID
BID NUMBER: IFB-20-10

ADDENDUM NUMBER: 3

DATE OF ISSUANCE: FEBRUARY 24, 2020

RE: BRUSH HOG & ROUGH MOW SERVICES FOR BENTONVILLE MUNICIPAL AIRPORT

FROM: City of Bentonville, Arkansas
117 W. Central Avenue
Bentonville, Arkansas 72712

TO: Prospective Bidders

This addendum modifies the Pricing Sheet included in the original bidding document(s) dated February 9, 2020. Bidders note bid submission requirements below:

- Bidders are required to use the included AMENDED PRICING SHEET for any bid submission. Bids received which do not use this amended pricing sheet may be rejected.
- Bidders are required to acknowledge receipt of this addendum by including it in their bid submission. Failure to include this addendum may result in rejection of the bid submission.

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

Pricing Sheet:

- 1.1** The City determined a need to amend the Pricing Sheet for IFB-20-10, for pricing to be accurately conveyed for brush hog and rough mow services.
- 1.2** The Amended Pricing Sheet follows on Page 2 of this Addendum Number 3
- 1.3** The Amended Pricing Sheet must be used in any bid submission for IFB-20-17.

City of Bentonville, Arkansas
Purchasing Office
IFB-20-10 – Addendum Number 2

Page 1 of 2



ADDENDUM TO BID
BID NUMBER: IFB-20-10

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 brush hog and rough mow service extended prices. The Total Bid Price will be used for comparison purposes only and is not a guarantee of cycles that will be performed.

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

Service Description	Quantity (A)	Per Cycle Cost(B)	Extended Price (A*B)
1. Brush Hog Service Cycles, As Specified Bentonville Municipal Airport Louise M. Thaden Field 2500 SW Aviation Drive Bentonville, Arkansas	5 Cycles	\$1,368 ⁷⁵	\$6,843 ⁷⁵
2. Rough Mow Service Cycles, As Specified Bentonville Municipal Airport Louise M. Thaden Field 2500 SW Aviation Drive Bentonville, Arkansas	10 Cycles	\$841 ⁵¹	\$8,415 ¹⁰

TOTAL BID PRICE: \$15,258⁸⁵

The sum of the Extended Prices for Brush Hog and Rough Mow Services. Used for comparison purposes only.

[End of Addendum Number 2]

City of Bentonville, Arkansas
Purchasing Office
IFB-20-10 - Addendum Number 2

Page 2 of 2



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	IFB 20-24
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Preston Newbill

Department

Water

Phone

479-271-3140

ACTION REQUIRED:

Bid award to McLarty Daniel in the amount of \$60,224.00 for a RAM 5500 Crew Cab truck chassis w/dump bed. This is a 2020 approved budget item to replace a current 2009 dump truck. The bid award is for 3 trucks at a total price of \$174,852.00, Water Utilities and the Street Dept. combined our efforts in this bid. Water Utilities will receive one truck at \$60,224.00 and the Street department will receive two trucks for the remainder \$114,628.00. Water Utilities approved 2020 budget for replacement of the dump truck is \$115,000.00. Thank you for your consideration for this request.

COST TO CITY:

Cost of this Request: \$60,224

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 Orman
From: Mike Bender/Preston Newbill
CC:
Date: March 12, 2020
Re: Dump truck – Bid Award

Staff recommends a bid award to McLarty Daniel for the purchase of a 2020 Ram 5500 crew cab truck w/dump bed.

The purchase of this truck is an approved 2020 budget item and will replace a current dump truck in our fleet. Water Utilities is replacing unit 3020-09 a 2009 single axle dump truck due to its age and the reoccurring and increasing maintenance issues that we are experiencing. We chose to replace this dump truck with a slightly smaller vehicle at the request of our operators due to the increase in traffic and it being easier to maneuver. The specified load capacity of the RAM 5500 with the bed and dump package is 19500lbs., slightly less than a standard dump truck but large enough for our intended use. This truck is also a crew cab, which will allow our team to utilize the vehicle in other capacities than simply loading and dumping of material.

Thank you for your consideration of this request.



**BID TABULATION:
IFB-20-24- BID OPENING**

FRIDAY, FEBRUARY 28, 2020
at 10:30 A.M

BIDDER NAME	BID COMPLETE	2 Regular Cab & Chassis w/ Dump Body	1 Crew Cab and Chassis w/Dump Body	TOTAL BID PRICE
McLarty Daniel CDJR	X	2020 Ram 5500 Regular Cab Chassis	2020 Ram 5500 Crew Cab Chassis	\$ 174,852.00
McLarty Daniel Ford	X	2020 Ford F550 Crew Cab with Dump Bed *Completed pricing sheet appears to not meet specifications	2020 Ford Regular Cab with Dumpbed *Completed pricing sheet appears to not meet specifications	\$ 210,626.16
Steve Landers Chrysler	X	2020 Ram 5500 Knaphiede PHHJS113B	2020 Ram 5500 Knapheide PHHJS113B	\$ 178,404.00



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

RE-INVITATION FOR BID
IFB-20-24

Date of Re-Issuance: **February 16, 2020**

Bid Number: **IFB-20-24**

Bid Opening Date: **February 28, 2020**

Bid Opening Time: **10:30 A.M.**

Questions regarding this bid should be directed to the Purchasing Office at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., February 24, 2020.

All bids must be received by the Purchasing Office prior to **10:30 A.M., February 28, 2020** in a sealed envelope, clearly marked on the outside with **BID # IFB-20-24**. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, second 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: MCCLARY DANIEL CO JR	PHONE NUMBER: 479-751-4563	FAX NUMBER: 479-751-0794
BUSINESS ADDRESS, STREETS: 3709 SOUTH THOMPSON	CITY: SEBASTIAN	STATE: ZIP AR. 72764
SIGNATURE: 	DATE: 2-27-2020	TITLE: INVESTOR MANAGER

STATE CONTRACTORS LICENSE NUMBER: _____

INTENT

The intent of this Invitation for Bid is for the purchase and delivery of three (3) 2020 or Newer 4x4 Cab and Chassis with a Dump Body, for the City of Bentonville, Arkansas. Two (2) of the Units shall have regular cabs and one (1) Unit shall have a crew cab.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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 single Purchase Order from the City of Bentonville for the one-time purchase and delivery of three (3) 2020 or newer 4x4 Cab and Chassis with a Dump Body; two (2) regular cab units and one (1) crew cab unit.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of three (3) 2020 or Newer 4x4 Cab and Chassis with a Dump Body. Two (2) of the Units shall be regular cabs, one (1) unit shall be crew cab.

DELIVERY

The City of Bentonville requests delivery within 120 calendar days after receipt of the City's Purchase Order. If this delivery schedule cannot be met, Bidder must state the number of calendar days required to place the equipment in the City's designated location. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Delivery: 120 calendar days after receipt of Purchase Order.

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.

INVOICING

Bidder shall provide an invoice to the City no less than one week prior to the scheduled delivery day.

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

The City will provide payment, by check, for the items at the time they are delivered to the City. Failure to submit an invoice on time may cause 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

[This space has been intentionally left blank]

Contractor/Vendor Disclosure

Company Name: McCLARY DANIEL CO JR

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. RG Initials**

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space following specifications. Bidder must also provide additional information where indicated.

SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.
Three (3) 2020 or Newer Cab and Chassis Units, 4x4, with a Dump Body; two (2) Units Regular Cab and one (1) Unit Crew Cab. Bidder understands that all specifications are intended to be for each unit supplied.	
ENGINE	
6.7 Liter turbo diesel	x
Heavy duty battery	x
Dual alternators	x
TRANSMISSION	
Heavy duty automatic	x
Four wheel drive	x
Manual shift transfer case	x
CHASSIS	
4:88 Front and rear axle ratio with rear limited slip	4.89
Gross vehicle weight rating of 19,500 pounds	x
Snow plow prep package	x
Dual rear wheels	x
225/70 Rx19.5" G PLY rating	x
19.5" (nineteen and a half inch) painted steel wheels	x
Full size spare wheel and tire	x
Back of cab to C/L of rear axle – 84" (eighty four inches)	x
CAB	
Two (2) Regular Cab Units	x
One (1) Crew Cab Unit	x
AM-FM stereo	x
Gauge package that includes: voltage, engine temperature, oil pressure, transmission temperature, tachometer, speedometer	x
Trailer tow package with in cab brake control	x
White exterior color	x
Grey interior with heavy duty vinyl and a 40/20/40 split bench seat	x GREY/BLACK
Vinyl floor	x
Bodybuilder auxiliary switch/wiring panel	x
Extendable heated side mirrors	x
Power windows and door locks	x
Backup camera	x
Platform running boards	x

Specifications Continued..	
Dump Body	
All Units (3) shall be equipped with a dump body	X
Atlas Steel Product flatbed with lift out sides, or Equivalent Item	KNOXHEIDE HEAVY-HAULS
11' (eleven feet) overall length	X
98" (ninety eight inches) overall width	X
6" (six inches) channel frame rail with internal stake pockets	5"
3" (three inches) channel cross sills on 12" (twelve inches) centers	5.5"
6" long sills	5"
3/16" (three sixteenths inch) smooth steel floor	11 GA
40" (forty inches) bulkhead with screen window 50% (fifty percent)	
Solid Panel Lower: 50% (fifty percent)	X
10" (ten inches) rear skirt for strobe light mounting	X
10" lift out sides (no rear)	X
Painted black in color	X
Hitch plate	X
Receiver hitch with "D" rings	X
Trailing Wiring	X
Four (4) 15,000 lbs. (fifteen thousand pounds) "D" rings mounted to each front and rear corners of the bed floor	X
Heavy duty mud flaps	X
Harsh underbody electric hydraulic hoist, or Equivalent Item	
- Model RL20-ES 10 (ten) ton capacity at 45 (forty five) degree dump angle with 11' (eleven feet) bed 6" overhang - Body safety prop 250 (two hundred fifty) Amp circuit breaker	RUGBY 8-14 TON
Buyers strobe lights, or Equivalent Item(s)	
- Quantity 2 (two): Oval forward facing in each corner on top of bulkhead - Quantity 2: Oval rear corner- mounted to rear skirt	X

Detail Notes (optional):

EFFECTIVE: February 2020

THE KNAPHEIDE MANUFACTURING COMPANY
1840 Westphalia Strasse, P.O. Box 7140
Quincy, IL 62305-7140 U.S.A.
Phone (217) 222-7131 • Fax (800) 634-8997

KNAPHEIDE
SINCE 1848

94 SERIES PLATFORM SPECIFICATIONS

Product Feature		Westerner	Heavy-Hauler	Heavy-Hauler Jr.
Current Series Designation		B	B	B
Actual Width		94.36	95.50"	94.77"
Lengths Available (Actual)		8'-6" to 14'-0"	2'-4" to 26'-4" ¹	9'-3" to 26'-3"
Floor Material	Wood ¹	N/A	2" Pine	2" Pine
	Smooth Steel	N/A	7 Ga. ²	10 Ga. ²
	Treadplate	1/8"	3/16"	1/8"
End and Side Rail Material		12 Ga. ²	6" Channel	12 Ga. ²
Rear Tail skirt Feature		Standard	N/A	Standard
Stake Pocket Dim. (Actual)		1.66" x 3.56"	1.66" x 3.56"	1.66" x 3.56"
Long Sill Material		Struct. Chan.	Struct. Chan.	Struct. Chan.
Long Sill Height	8'-11" Length	4"	N/A	5"
	12' Length	5"	5"	5"
	13'-26" Length	5"	7"	7"
Long Sill Spacing	8' Length	38"	N/A	N/A
	9'-26" Length	34"	34"	34"
Cross Sill Material		12 Ga. ²	Struct. Chan.	11 Ga. ²
Cross Sill Height	Wood Floor	N/A	4"	4.12"
	Steel Floor	4.19"	4"	5.44"
Cross Sill Spacing	8'-12' Length	18"	12"	16"
	13'-26" Length	18"	12"	12"
Light Kit		Standard ⁴	Standard ⁵	Standard ⁵
Paint, Topcoat Black		Standard	Standard	Standard
Cushion Strips		Optional	Standard	Standard
Mounting Kit		Optional	Optional	Optional
Rub Rail Size		N/A	3/8" X 2 1/2"	3/8" X 2 1/2"

¹ Wood floor material is 2" nominal ACO pressure treated #1 grade dense yellow pine with tongue and groove.

² 7 Ga., 12 Ga. and treadplate material is mild steel (36,000 psi yield).

³ 10 Ga., 11 Ga. and 12 Ga. material is high strength (50,000 psi yield strength).

⁴ Light kits include 2 amber front clearance lights, 7 red rear clearance, marker and RID lights, grommets, and harness. 8' model also includes rectangular stop turn tail lights and back up lights and license light.

⁵ Length includes 2.40" for optional rear pockets and rub rail.

⁶ Light kits include 4 amber front clearance and marker lights, 7 red rear clearance, marker and RID lights, grommet and harness (8'-14' HHJ kit does not include amber front side marker lights)

Prices are FOB Quincy and subject to change without notice.

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Platform Specifications
Page 2

PRICING SHEET

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

The Bid Award will be made based on the most responsible and lowest total cost for the three (3) units delivered to the City of Bentonville, Arkansas, as specified.

Delivery shall only occur during normal business hours and only with advanced approval from the City.

Quantity	Item	Bid Submission Item (Bidder Complete yr/make/model)	Per Unit Cost	EXTENDED PRICE
2	2020 or Newer <i>Regular Cab</i> and Chassis, 4x4, with a Dump Body, AS SPECIFIED.	<u>2020 RAM 5500</u> <u>REG CAB CHASSIS</u>	\$ <u>57314.00</u>	\$ <u>114628.00</u>
1	2020 or Newer <i>Crew Cab</i> and Chassis, 4x4, with a Dump Body, AS SPECIFIED.	<u>2020 RAM 5500</u> <u>CREW CAB CHASSIS</u>	\$ <u>60224.00</u>	\$ <u>60224.00</u>
SUBTOTAL:				174852.00
TAX:				
OTHER FEES:				
TOTAL BID PRICE:				\$ <u>174852.00</u>



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-20-21
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Nancy Busen

Department

Wastewater Treatment

Phone

271-6749

ACTION REQUIRED:

Bid award IFB-20-21 to Shupe and Associates for purchase of three (3) phosphorous analyzers for plant process control in the amount of \$52,083.68.

COST TO CITY:

Cost of this Request: \$52,084

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	86,000
Funds Expended to Date		
Remaining Budget		86,000
Budget Adjustment		-
Remaining After Adjustment	\$	86,000

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

CC: Mike Bender

From: Nancy Busen, Wastewater Utilities

Date: March 24, 2020

Re: **Bid Award** to Shupe & Associates to replace failing process control analytical equipment.

IFB 20-21 Bid award to Shupe & Associates for purchase of three (3) Phosphorous analyzers for operations control in the amount of \$52,083.68. This is a 2020 budgeted item.

Thank you for your consideration,



BID TABULATION:
IFB-20-21- BID OPENING
3 MINI ORTHO-PHOSPHATE ANALYZERS
WEDNESDAY, MARCH 4, 2020
at 2:30 P.M

BIDDER NAME	BID ITEM SUBMITTED	UNIT PRICE	TOTAL BID PRICE
Hach Company	Phosphax SC Phosphate Analyzer SC100 Controller System, Filtrax Sample	\$ 21,664.30	\$ 72,467.09
Shupe & Associates	Chemscan Mini-oP Analyzer	\$ 15,855.00	\$ 52,083.68



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-21

INVITATION FOR BID
IFB-20-21
(3) Mini Ortho-Phosphate Analyzers

Date of Issuance: **February 21, 2020** Bid Number: **IFB-20-21**
Bid Opening Date: **March 4, 2020** Bid Opening Time: **2:30 P.M.**

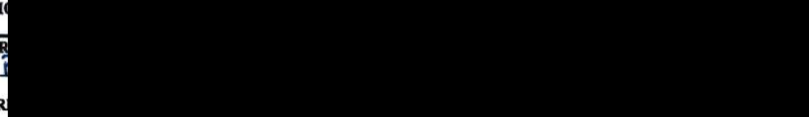
Questions regarding this bid should be directed to the Purchasing Department at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., February 28, 2020.

All bids must be received by the Purchasing Office prior to 2:30 P.M. on **March 4, 2020** in a sealed envelope, clearly marked on the outside with **BID # IFB-20-21**. Bids which must be opened to be identified may be rejected.
Late bids will be rejected, without exception.

Bids will be publicly opened at City Hall, second 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:	Shupet Associates	PHONE NUMBER:	501-834-4271	FAX NUMBER:	501-834-6169
BUSINESS ADDRESS, STREETS:	6160 Gettu Drive	CITY:	North Little Rock	STATE:	AR 72117
SIGNATURE:					7 February 2020
PRINTED NAME:					resident

AR

STATE CONTRACTORS LICENSE NUMBER: _____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-21

INTENT

The intent of this Invitation for Bid is for the purchase and delivery of three (3) single channel, wall mounted Mini Ortho-Phosphate (Mini-oP) Analyzers, as specified, for the City of Bentonville, Arkansas Wastewater Department.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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 single Purchase Order for the purchase and delivery of three (3) single channel, wall mounted Mini Ortho-Phosphate (Mini-oP) Analyzers.

SCOPE

The purchase and delivery of three (3) single channel, wall mounted Mini Ortho-Phosphate (Mini-oP) Analyzers, as specified, inclusive of all manufacturer manuals, accessories, warranties and all other item as are accustom when supplying this type of equipment.

WARRANTY

Bidder shall use this space to specify all warranties, including manufacturer warranties for the equipment specified herein:

1 year not to exceed 18 months From shipment
see attached Proposal For complete Warranty Terms

DELIVERY

The City of Bentonville Wastewater Department will coordinate with the awarded bidder after the Notice of Award has been issued. Deliveries must be made to the specified location within 90 days of receiving the City's Purchase Order. Failure to state a delivery window obligates bidder to complete delivery within the City's requested delivery time line. Extended delivery dates may be considered when in the best interest of the City.

Delivery will be made within 60 days from receipt of the City's Purchase Order.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-21

EQUIVALENT ITEMS

Whenever these specifications mention an item by name and use specific descriptions as refers 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. Bids containing items proposed as equivalent shall clearly describe the equivalent article being offered and indicate how it differs from the City's original specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the bid. It is the Bidder's responsibility to demonstrate to the City that a substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

INVOICING

Bidder shall provide all 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. If payment is required upon delivery, Bidder must provide at least seven (7) days notice of scheduled delivery to allow for payment processing.

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



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-21
Contractor/Vendor Disclosure

Company Name: Shupe & Associates, INC.

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.

None

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.** PS Initials



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-21

**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) days from 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.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-21

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 presence 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.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-21

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.



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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.



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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.



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SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space following specifications. Bidder must also provide additional information where indicated.

SPECIFICATION	AS SPECIFIED Bidders should place an "X" in this column to indicate AS SPECIFIED.	EQUIVALENT/SUBSTITUTE ITEM Bidders should indicate if an equivalent item is being proposed to the City by notating it in this column.
Unit shall be equipped with a NEMA 4X FRP enclosure, 120 (one hundred twenty)-Volt VAC, 60 (sixty) hertz main power connection, light source module with lamp output and temperature detector, flow cell, transmitted light intensity detection module, auto zero and clean manifold, panel mounted keypad and display, control electronics, two (2) common alarms and isolated 4(four)-20(twenty) mA (milliamps) outputs, with an on board 10,000 (ten thousand) data point log for ongoing tracking of system parameters that can be downloaded periodically.	X	
Unit shall be equipped with single instrument software for chemometric algorithm suitable for online analysis of the following parameter at a single sample location: Ortho-phosphate .03-3.0mg/L a P	X	



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SPECIFICATION	AS SPECIFIED Bidders should place an "X" in this column to indicate AS SPECIFIED.	EQUIVALENT/SUBSTITUTE ITEM Bidders should indicate if an equivalent item is being proposed to the City by notating it in this column.
Unit shall be equipped with one (1) disposable filter wand system consisting of a disposable filter element, 24' (twenty four feet) of heated sample line, railing mounted filter wand and sample pump box containing a diaphragm suction sample pump capable of 200ml (two hundred milliliters) per minute flow, and a vacuum gauge sensor with 4 (four)-20 (twenty) mA (milliamp) output. The filter wand shall be 10' (ten feet) long by 1 1/2" (one and a half inches) diameter Sch 80 (eighty) PVC pipe, with a 316 (three hundred sixteen) stainless steel railing mounting bracket that shall install on a standard 1 7/8" (one and seven eighths inch) OD railing. The heated sample line assemble shall consist of 3/4" (three quarter inch) OD poly sample tube and 120 (one hundred twenty) Volt heat trace. The sample line shall provide freeze protection to -20 degrees Fahrenheit.	X	

Detail Notes

(Optional): Units are supplied with one year of chemical reagents and 24 disposable filter elements

Mount indoors or in a sheltered location. No Direct sunlight.

Operating Temp 34°F - 140°F For liquid sample and 41°F - 113°F For the units.

See attached proposal for complete description.

A.O. should be written to Shupe & Associates, INC.
6160 Getty Dr.
North Little Rock, AR 72117
11 ATTN: John Schoeneman



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PRICING SHEET

Bid prices shall include all costs, including but not limited to: all tax, fuel surcharge and delivery fees to the City of Bentonville, Arkansas.

Delivery shall be made to the Bentonville Wastewater Treatment Plant, located at 1901 NE "A" Street in Bentonville, Arkansas. Deliveries shall be made during normal working hours Monday through Friday, from 8:00 A.M. to 4:30 P.M.

The City of Bentonville Sales Tax is 9.5%.

The Bid Award will be made based on the most responsible and lowest Total Bid Price.

Quantity	Specified Item	Bid Item Submitted	Unit Price	Extended Price
3	Single Channel, Wall Mounted Mini-Ortho Phosphate Analyzers, AS SPECIFIED	<u>chemScan</u> <u>Mini-oP</u> <u>Analyzer</u>	<u>\$15,855.00</u>	<u>\$47,565.00</u>
Taxes or other fees to the City of Bentonville:				<u>\$4,518.68</u>
Subtotal:				<u>\$52,083.68</u>
TOTAL BID PRICE:				<u>\$52,083.68</u>



ChemScan® Mini-oP Analyzer Firm Proposal

ChemScan, Inc. agrees to sell and deliver to the purchaser and the purchaser agrees to buy and accept the ChemScan products and services as described in this proposal.

Log No.:
191127.2

Proposal Date:
January 10, 2020

Project Name:
Bentonville WWTP
Effluent Phosphorus Monitoring

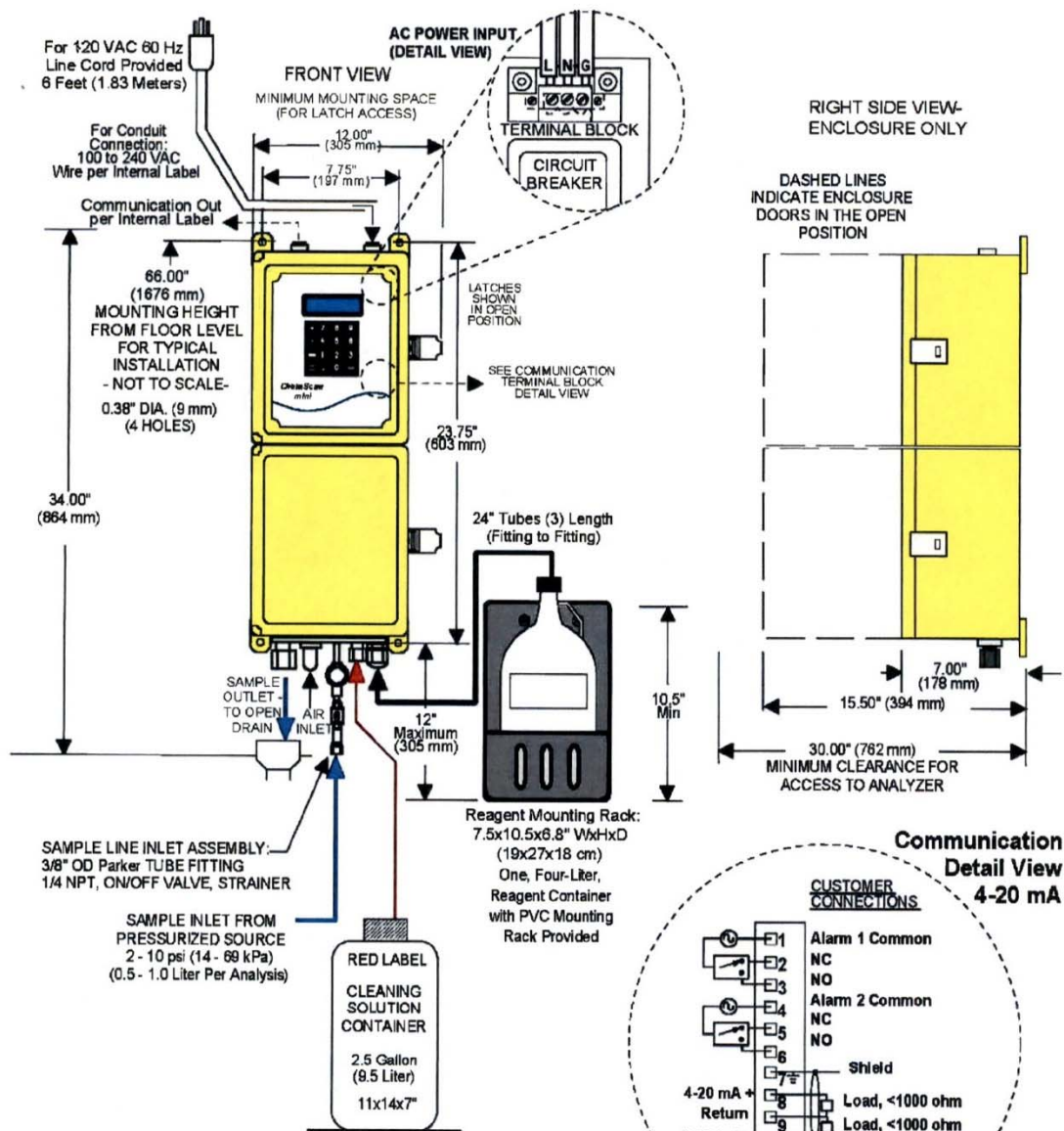
Bid Date:
N/A

Submitted to: Chris Earl
Operations Supervisor
Wastewater Department
1901 N.E. A Street
Bentonville, AR 72712
Phone: (479) 271-3161
Email: cearl@bentonvillear.com

ChemScan Rep: Phil Shupe
Shupe & Associates
6160 Getty Drive
N. Little Rock, AR 72117
Phone: (501) 834-4271
Email: phil@shupeandassoc.com

Factory: ChemScan, Inc.
2325 Parklawn Drive, Suite I
Waukesha, WI 53186
Phone (262) 717-9500
Fax (262) 717-9530

Contact: Tony Freed
Eastern Regional Manager
Phone: (229) 516-0570
Email: tony@chemscan.com



- **ChemScan mini oP Analyzer for Orthophosphate Monitoring**
WEIGHT: 27 lbs (12.25 kg)
DIMENSIONS: 26.0 x 9.50 x 7.0" DEEP, (66 x 24 x 18 cm)
POWER: 100 - 240 VAC, 50 / 60 Hz, 1 AMP
ENCLOSURE: NEMA Type 4X Fiberglass Enclosure
Intended for Installation Indoors

ChemScan mini oP Analyzer Orthophosphate Installation Diagram

ChemScan, Inc.	PHONE: 262-717-8500 FAX: 262-717-9530
REV: 3/14/19	FILE # CMOPINS4

Mini-OrthoPhosphate Analyzer as follows:

- Item 1: One (1) Wall Mounted mini-oP Analyzer, including NEMA 4X FRP enclosure, 115 VAC, 60 Hz main power connection, light source module with lamp output and temperature detector, flow cell, transmitted light intensity detection module, auto zero and clean manifold, panel mounted keypad and display, control electronics, two common alarms and isolated 4-20 mA outputs, with an on board 10,000 data point log for ongoing tracking of system parameters that can be downloaded periodically.
- Item 2: ChemScan, Inc. single instrument software license for chemometric algorithm suitable for on-line analysis of the following parameter at a single sample location:
- Ortho-phosphate: 0.03 to 3.00 mg/L as P
- Item 3: One (1) Disposable Filter Wand System consisting of a disposable filter element, 24' of heated sample line, railing mounted filter wand and sample pump box containing diaphragm suction sample pump capable of 200 ml/minute flow, vacuum gauge and a vacuum sensor with 4-20 mA output. The filter wand shall be a 10' long by 1-1/2" diameter Sch 80 PVC pipe with 316 SS railing mounting bracket that shall install on a standard 1-7/8" OD railing. The heated sample line assembly shall consist of 3/4" PVC flex conduit, a 1/4" OD poly sample tube and 120 VAC heat trace. The sample line shall provide freeze protection to -20° F (-29° C).
- Item 4: Start-up/service kit with one year supply of chemical reagents and twenty four (24) disposable filter elements.

Notes:

1. Mount indoors or in sheltered location. No direct sunlight. Operating temperature range shall be 34°-140°F for sample liquid and 41°-113°F ambient.
2. Analyzer is designed for installation and start-up by Purchaser's personnel according to the instructions in the O&M Manual, furnished with analyzer shipment. Field service is available from your local ChemScan representative or ChemScan Technician at an additional cost. A quote can be provided upon request.
3. Submittal of cutsheets or shop drawings for review and approval prior to shipment is not included. Preparation of a submittal package can be provided upon request at an additional cost, but may delay shipment by several weeks.

Exclusions:

The following items are not furnished under this proposal unless specifically listed in the product description: installation labor; anchor bolts or mounting hardware; analyzer shelters or sunscreens; electrical connections and/or power wiring; UPS, power conditioning, lightning or surge protection; connection to or interface with external data logging, recording, alarm, control or SCADA devices; design, supply or installation of sample lines, including any necessary heat trace or insulation; pump mounting equipment, including guide rails, davit cranes and bases; control algorithms for process equipment or systems; actuators or chemical feed systems for external processes or systems; or spare parts for ChemScan® instruments.

Date: January 10, 2020

CHEMSCAN Proposal

Log No.: 191127.2

Price: One (1) Mini-oP Analyzer with Filter Wand, Items 1-4: \$16,255.00
Multiple Analyzer Purchase Discount: \$400.00/Analyzer
Discounted Price for Three (3) Analyzers: \$47,565.00
Total Sales Tax @ 9.5%: \$4,518.68
TOTAL THREE (3) ANALYZER SYSTEM PRICE: \$52,083.68

Taxes: Any applicable Duties or Sales, Use, Excise or similar taxes will be invoiced separately (unless acceptable tax exemption certificate is furnished).

Terms: Net Thirty (30) days after shipment, subject to credit approval. All payments shall be made in US Dollars. The above pricing is expressly contingent upon the items in this proposal and are subject to the Standard Terms and Conditions of Sale detailed herein.

NOTE: WARRANTIES SHALL APPLY ONLY IF PAYMENT IS MADE IN FULL.

Shipping: 30 days or less after acceptance of this offer or receipt of approved purchase order.

Freight: F.O.B. Waukesha, WI with freight allowed to jobsite.

Validity: This proposal is valid for a period of 60 days from the date of the proposal shown above.

OFFER

The foregoing is hereby offered.

ChemScan, Inc.
2325 Parklawn Drive
Waukesha, WI 53186

By:

Tony Freed
Eastern Regional Manager

Date: January 10, 2020

ACCEPTANCE

The foregoing proposal is hereby accepted.

By:

Date:

STANDARD CONDITIONS OF SALE

1. Terms

Delivery to the transporting carrier shall constitute delivery to the Purchaser and title shall pass at that point, except that a security interest in the product(s) shall remain in ChemScan, Inc. (Company) regardless of mode of attachment to realty or other property, until the full price has been paid in cash. The Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Company's interest by adequately insuring the product(s) against loss or damage from any external cause with Company named as insured or co-insured.

Partial shipments may be made and proportionate payments shall become due and payable on partial shipments. Company shall select method of transportation and route. When delivery terms are FOB destination or freight allowed to destination, "destination" means common carrier terminal point (within the continental United States, excluding Alaska and Hawaii) nearest the final destination.

The target shipment date is subject to change due to delay on the part of the Purchaser in supplying the Company with necessary data or any changes therein at the Purchaser's instance, and to delays caused by fires, floods, strikes, accidents, civil or military authority, delays by suppliers of material and any other cause beyond the Company's reasonable control. Delay in delivery for any cause shall in no event subject the Company to any special or consequential damages.

If at any time in Company's judgment Purchaser may be or may become unable or unwilling to meet the payment terms specified, Company may require satisfactory assurances of full or partial payment as a condition to commencing or continuing manufacture or payment in advance of shipment, or may, if shipment has been made, recover the product(s) from the carrier.

If payments are not made in conformance with the terms specified herein, the contract price shall, without prejudice to the Company's right to immediate payment, be increased by 1% per month on the unpaid balance, but not to exceed the maximum amount permitted by law.

2. Warranty

The Company warrants the product(s) on date of delivery to Purchaser to be of the kind and quality described herein, merchantable, and free of defects in workmanship and material.

There are no warranties, express or implied, except the foregoing. The provisions in specifications hereto attached, if any, are descriptive. There is no warranty as to the performance of the product(s) except as may be set forth in a separate performance warranty attached to this proposal.

The foregoing warranties are expressly conditioned upon the ambient operating temperature at no time exceeding 120°F. If temperature at any time shall exceed 120°F, all warranties shall be null and void and the Company shall have no responsibility or liability with respect to the product(s).

The Company shall not be responsible for the deterioration of any kind of the product(s) to corrosion, erosion, or any other cause, regardless of when such deterioration occurs after leaving the Company's premises.

Any item of the product(s) which has not been manufactured by the Company shall be covered only by the express warranty of the manufacturer thereof.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS CONTRACT. THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR CLAIM IN TORT OR CONTRACT IS AS STATED HEREINAFTER.

IF PAYMENTS ARE NOT MADE ON TIME AND IN FULL, ALL WARRANTIES SHALL BE NULL AND VOID AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PRODUCTS.

IF THE PRODUCT(S) ARE NOT INSTALLED, OPERATED AND MAINTAINED IN CONFORMANCE WITH THE COMPANY'S INSTRUCTIONS, ALL WARRANTIES SHALL BE NULL AND VOID AND THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PRODUCTS.

If, within one year from the date of initial operation, but not more than 18 months from date of shipment by Company of any item of the product(s), Purchaser discovers that such item was not as warranted and that such defect interferes with the mechanical operation of the product(s), and promptly notifies the Company in writing thereof, the Company shall remedy such nonconformance (but only if the Company, in its sole judgment, determines that such item or product(s) was not as warranted and that such defect interferes with the mechanical operation of the item or product(s), and in the event of a dispute, the Company's decision shall be final) by, at Company's option, adjustment of the purchase price or furnishing or repairing, depending upon which alternative is most in accord with scientific or engineering principles, without charge, FOB origin, a similar part to replace any part of the product(s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The Company shall have the option of requiring the return of the product(s), transportation prepaid by purchaser, to establish the claim, or to make repairs or replace parts, or both. No allowance will be made for repairs or alterations unless made with the Company's consent or approval. Company will not be responsible for work done, apparatus furnished or repairs made by others, without prior authorization by the Company.

Replacement parts furnished by the Company shall be warranted as new parts are herein warranted. The same conditions and limitations with respect to the repair or replacement of such replacement item or product(s), as apply to new product(s), shall apply to such replacement parts. Company shall have the right of disposal of parts replaced by it. Unused spare or replacement parts may be returned FOB factory for credit less a 25% handling and restocking charge.

Company's liability to Purchaser relating to the product(s), whether in contract or in tort, arising out of warranties, representations, instructions, installations, or defects from any cause, shall be limited exclusively to adjusting the purchase price or correcting the product(s) and under the conditions as aforesaid. The Company shall not be liable for any special or consequential damages resulting in any manner from the furnishing or use of the product(s), whether in connection with any erosive or corrosive gases or liquid or otherwise.

3. Patents

Company shall pay costs and damages finally awarded in any suit against Purchaser or its vendees to the extent based upon a finding that the design or construction of the product(s) as furnished infringes a United States patent (except infringement occurring as a result of incorporating a design or modification at Purchaser's request) provided that Purchaser promptly notifies Company of any charge of such infringement, and Company is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge. This paragraph sets forth Company's exclusive liability with respects to patents.

4. Confidential Information and Improvements

Purchaser will keep confidential and will not use or reproduce any information received from Company in connection with the Proposal or the use, operation nor maintenance of the product(s) except with the written consent of Company. Purchaser will not copy or otherwise reproduce any written or printed material or drawings furnished to Purchaser by Company in connection with the product(s). Purchaser will return all such material to Company if the Proposal is not accepted. Purchaser will not copy the product(s) or make any design drawings of the product(s) and will not permit others to copy or make design drawings of the product(s). Company shall have a royalty-free license to make, use and sell, any changes or improvements in the product(s) invented or suggested by Purchaser or its employees.

5. General

Company shall not in any event be liable for indirect, special, incidental, or consequential damages, or penalties, nor does it assume any liability of Purchaser or others for injury to persons or property.

The laws of the State of Wisconsin shall govern the validity, interpretation and enforcement of this contract.

This document and the other document specifically referred to as being a part thereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties. Assignment may be made only with written consent to the other party.

ChemScan® mini oP ORTHO-PHOSPHATE ANALYZER

Monitor Your Process with Real-time Data and Control Costs!

The new single parameter in-line analyzer family utilizes years of ChemScan experience and proven technology to provide reliable and accurate analysis of water and wastewater. This device has been designed from the ground up to reduce maintenance requirements, includes large ID sample tubing to minimize plugging and only needs quarterly reagent refills.

FEATURES

- Automatic Analysis Utilizing ChemScan's Proven VMO Method
- Low Maintenance
- Proven Sample Handling with Large I.D. Flow Paths
- Simple Field Adjustable Calibration
- Sample Blank to Eliminate Background Interference
- Automatic Cleaning

CAPABILITIES

- Automatic Analysis
- Continuous Output
- Multiple Data Communication Interface Options

APPLICATIONS

- Potable Water
- Wastewater Effluent

BENEFITS

- High Reliability
- Low Capital Cost
- High Accuracy
- Low Operating Cost
- EPA Recognized Analysis Method



SPECIFICATIONS

Range (as PO ₄):	0.1 - 9.0 mg/L (Method 1006), 0.3 - 18.0 mg/L (Method 1008)
Range (as PO ₄ - P):	0.03 - 3.0 mg/L (Method 1003), 0.1 - 6.0 mg/L (Method 1004)
	Additional Ranges Available
Accuracy:	2% of value or 2x detection limit (whichever greater)
Cycle Interval:	5 minutes to 9999 minutes (field programmable)
Environment:	5 - 50 degrees C (method dependent)
Power:	100 - 240 VAC, 50 W
Enclosure:	NEMA 4X
Safety Approval:	CSA-US
Sample Requirements:	0.5 - 1 Liter/analysis, pressure 2 to 10 psi, <150 mg/L TSS, <80 NTU
Maintenance:	Reagent replacement every 3 months, pump kit yearly
Relay Contacts:	1 SPDT Concentration, 1 SPDT Programmable
Serial Interface:	RS-232 Maintenance Port
Analog Output:	Isolated 4-20 mA

ChemScan
An **In-Situ** Brand

"Monitoring a World of Water"

ChemScan, Inc.
2325 Parklawn Drive, Suite I, Waukesha, WI 53186
262-717-9500, Fax 262-717-9530

Published 4/4/18

ChemScan.com

Orthophosphate Monitoring

ChemScan® mini oP Technical Specification¹

FUNCTIONS AND OUTPUTS

Parameter
Measurement Principle
Detector
Spectral Range
Calibration Technique
Number of Parameters
Data Communications
Data Log
Auto Zeroing
Auto Cleaning
Analyzer Sample Pump
Reagent Addition
Number of Sample Lines

Orthophosphate - High Range or Low Range (See below)
Optical Absorbance
Photodiode
400 nm
Factory calibrated for VMO reagent-based absorbance
One - Orthophosphate (See UV- Series ChemScan Analyzers for multiple parameter isolated 4-20 mA Analog (2 outputs available), RS-232
10,000 Values Time / Date Stamped
Yes (Standard)
Yes (Standard)
No - Pressurized sample required - See below
Yes (Standard), Direct Reagent Injection
One (See UV- Series ChemScan Analyzers if multiple sample lines are required)

PERFORMANCE SPECIFICATIONS²

Reading Interval
Response Time
Range - Method 1003
Range - Method 1004
Range - Method 1005
Range - Method 1006
Accuracy
Precision
Zero Drift

Low Range 5 to 9999 minutes, High Range 10- 9999 minutes
5 minutes minimum
Orthophosphate (OPO4-P) Low Range 0.03 - 3.0 mg/L
Orthophosphate (OPO4-P) High Range 0.1 - 6.0 mg/L
Orthophosphate (PO4) Low Range 0.1 - 9.0 mg/L
Orthophosphate (PO4) High Range 0.3 - 18.0 mg/L
2% of value or 2x detection limit (whichever is greater)
Less than 0.5% of Range
Less than 0.5% of Range (with Auto Zero)

SAMPLE PARAMETERS

Sample Pressure

Sample Flow
Filtration Requirement
Strainer Requirement
Sample Temperature
Sample Turbidity
Sample Suspended Solids

Pressurized Sample Line Required Regulated to 15-70 kPa (2-10 psi),
(Sample extraction accessory available - Pump and Sample Circulation Loop Assembly)
0.5 to 5.0 l/min. 1.5-L flush per sample (0.13 to 1.32 gpm - 0.4 gallon flush)
None (For samples meeting turbidity and solids requirements)
#20 Mesh - Openings of 0.7 mm (0.03 inches) provided
1° - 60°C (34 - 140° F)
0 - 60 NTU (Standard)
0 - 150 mg/l TSS

MAINTENANCE

Reagent Replacement
Cleaning Solution Refill
Peristaltic Mixing Pump Head
Peristaltic Mixing Pump Full Assembly
Peristaltic Zeroing/Cleaning Pump Head

As Required (4 weeks typical)
As Required (4 weeks typical)
Replace after six months of operation
Replace after twelve months of operation
Replace after two years of operation

INSTRUMENT SPECIFICATIONS

Size
Weight
Mounting
Finish Coating / Material
Power
Power Connection
Power Condition
Operator Interface
Sample Cell Material
Sample Connection
Waste Connection
Cleaning Solution Container
Reagent Container

66 cm tall x 24 cm wide x 18 cm deep (26" tall x 9.5" wide x 7" deep)
12.25 kg (27 lbs)
Wall (Standard)
Fiberglass Reinforced Plastic (FRP)
120-240 VAC ±10%, 50-60 Hz, 70 VA
120 VAC US cord / plug set (Standard) (conduit connection optional)
Dedicated Branch Circuit Free From: Surges/Dips > 10%, RF and Switching Noise
2 x 20 LCD and 4 x 4 Keypad
Polymer Body with Quartz Windows
1/2" FNPT Fitting
6 foot length of 5/8" ID clear vinyl tube provided (route to open drain)
10 Liters (2.5 gallon) Typical location is on the floor below the analyzer
4 Liter (1 gallon) Wall-mounted, PVC rack (provided)

OPERATING ENVIRONMENT

Enclosure Ratings

Ambient Temperature
Relative Humidity

Upper Enclosure: NEMA 4X (Fiberglass Reinforced Plastic) Polyester, Acrylic window
Lower Enclosure NEMA 4X (Fiberglass Reinforced Plastic) Polyester
5 - 35°C (41 - 95°F)
0 - 100% (Non-Condensing)
For installation in an Indoor or sheltered location

SAFETY APPROVAL

CSA - US

1. Technical Specifications are subject to change without notice.
2. All performance specifications are based on analysis of water standards under factory conditions.

Disposable Cartridge Filter Wand for ChemScan® Analyzers

Benefits:

- Simple design, no cleaning air, water or chemicals required
- Inexpensive operational cost
- Fast cartridge replacement
- Multiple filter options
- Freeze protected to -20° F



Lasts up to 6 Weeks!

Compatible with:

- All ChemScan analyzers

Applications:

Wastewater Plant

- Primary effluent
- Mixed liquor

Standard Filter:

- Polypropylene
- Rigid depth filter
- 9 ½" length x 2 ½" diameter
- Up to 6 weeks continuous operation in high solids

Sample Line:

- 6 W/ft heat trace sample line
- ¼" OD Polypropylene tubing
- ¾" PVC flexible conduit
- 18 ft. standard length

Wand:

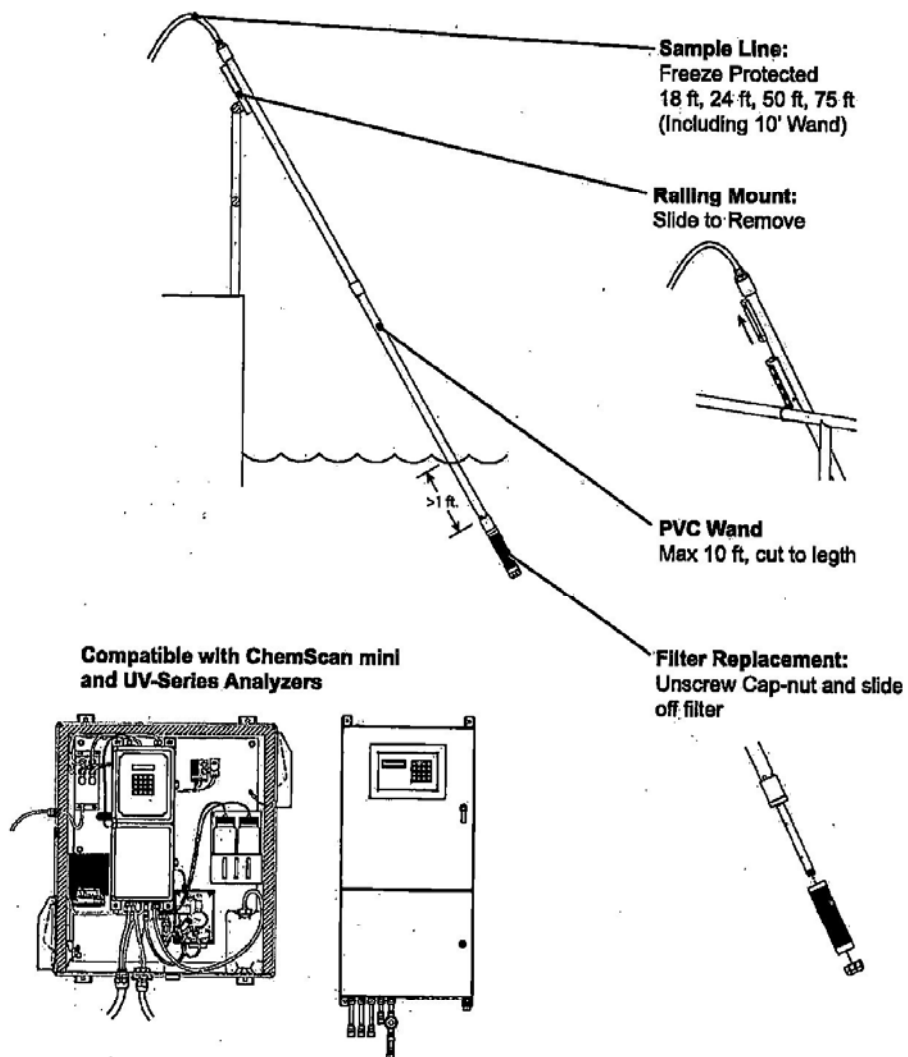
- 1 ½" Sch 80 PVC pipe
- 10 ft. standard length
- 316 SS Railing mounting bracket

Rev. 9/11/19

ChemScan
An In-Situ Brand

ChemScan, Inc., 2325 Parklawn Dr., Suite I, Waukesha, WI 53186
PH (262) 717-9500, FAX (262) 717-9530, ChemScan.com

ChemScan Disposable Cartridge Filter Wand



ChemScan.com

ChemScan
An **En-Situ** Brand

ChemScan, Inc. 2325 Parklawn Drive, Suite I, Waukesha WI 53186 PH 262-717-9500



ChemScan, Inc.
2325 Parklawn Drive, Suite I, Waukesha, WI 53186
Ph 262-717-9500, Fax 262-717-9530

ChemScan Analyzer O&M Estimates

ChemScan Mini-oP

Item	Time Expended ¹	Frequency ²	Annual Hours	Part Cost Each	Annual Part Cost
Inspect and Clean Inlet Strainer	2 min	Weekly	1.75	N/A	N/A
Verify Calibration	30 min	3 Months	2	N/A	N/A
Fill Cleaning Solution container	10 min	Monthly	2	N/A	N/A
Replace Reagents	15 min	Monthly	3	\$120.83	\$1450.00 ³
Replace Air Pump Head	15 min	6 Months	0.5	N/A ³	N/A ³
Replace Air Pump Assembly	30 min	Annually	0.5	N/A ³	N/A ³
Replace Cleaning Pump Assembly	30 min	2 years	0.25	\$450.00	\$225.00
TOTAL			10.0	--	\$1,675.00⁴

¹ Assumes work is performed by a trained Operator or Technician familiar with the procedures required.

² Actual maintenance frequency varies depending on programmed analysis intervals. These are conservative estimates based on minimum interval between readings. Daily analyzer observation to confirm normal operation is expected.

³ Costs shown represent Annual Maintenance Kit which includes 1 year supply of reagents, one air pump head and one air pump assembly.

⁴ Annual Maintenance or Service Contracts are **NOT REQUIRED** nor recommended.

"Monitoring a World of Water"

4. Maintenance

For safety guidance, refer to the safety section at the beginning of this manual.

Before performing internal maintenance on the analyzer, complete the procedures on the following page (4.2 *Internal Maintenance Preparation*).

After performing maintenance on the analyzer, complete the procedure in Section 4.3 *Return to Online Operation*.

4.1 Maintenance Schedule

The following table outlines the recommended time intervals for routine maintenance items.

Task (Section #)	Daily	Weekly	3 Months	6 Months	1 Year	2 Years
Observe Analyzer and Confirm Normal Operation	✓					
Inspect and Clean Inlet Strainer (Section 4.8)		✓				
Perform a Calibration Verification and Adjustment (Section 4.6)			✓			
Replace Air Pump Head (Section 4.9)				✓		
Replace Air Pump Assembly (Section 4.10)					✓	
Replace Cleaning Pump Assembly (Section 4.10)						✓
Refill Reagents (Section 4.4)	Refer to Section 4.4 <i>Reagents</i>					
Refill Cleaning Solution (Section 4.5)	Refer to Section 4.5 <i>Cleaning Solution</i>					
Clean Flow-cell (Section 4.7)	Perform As Needed					
Sample Valve Replacement (Section 4.11)	Perform As Needed					
Reagent Injector Replacement (Section 4.12)	Perform As Needed					

5.4 Troubleshooting Tables

The following tables outline causes and fixes for a given symptom.

5.4.1 Readings Constantly at Maximum of Range

Cause	Fix
1) Low or No Sample Flow	Section 5.2.1 <i>Sample Volume Test</i>
2) Slope & Offset	Log the analyzer's current slope & offset, then change to the factory default value. (3.2.7 <i>Factory Defaults</i>)
3) Process Has High Concentration	Confirm values with lab.
4) Bad Reagents	Check expiration date. Remix or reorder new reagents. (4.4 <i>Reagents</i>)
5) Dirty Air Stone	Replace air stone. (5.5 <i>Replaceable Parts</i>)
6) Wet Air Stone	Air pump failure. Replace air pump. (4.9 <i>Cleaning/Air Pump Head Replacement</i>)

5.4.2 Readings at Zero

Cause	Fix
1) Process has Zero Concentration	Verify with lab
2) Reagents Are Empty	Refill Reagents (4.4 <i>Reagents</i>)
3) Malfunctioning Reagent Injector	Perform reagent injector diagnostic test (5.2.3 <i>Volume Test</i> , 5.2.4 <i>Back Flow Test</i>)
4) Manifold Valve Stuck On	Release manual override button (2.2 <i>Verify Sample Flow</i>)
5) Sample Pressure Too High	Section 5.2.1 <i>Sample Volume Test</i>
6) Slope Set to Zero	Adjust slope (3.2.7 <i>Factory Defaults</i>)
7) Bad Reagents	Check expiration date. Remix or reorder new reagents (4.4 <i>Reagents</i>)
8) Malfunctioning Air Pump	Replace air pump assembly (4.10 <i>Cleaning/Air Pump Replacement</i>)

5.4.3 Inaccurate or Unstable Readings

Cause	Fix
1) Low Sample Flow	Section 5.2.1 <i>Sample Volume Test</i>
2) Fouled Flow-cell	Clean Flow-cell (4.7 <i>Cleaning Flow-cell</i>)
3) Malfunctioning Reagent Injector	Perform reagent injector diagnostic test (5.2.3 <i>Reagent Injector Volume Test</i> , 5.2.4 <i>Injector Back Flow Test</i>)
5) Sample Pressure Too High	Section 5.2.1 <i>Sample Volume Test</i>
4) Bad Reagents	Check expiration date. Remix or re-order new reagents (4.4 <i>Reagents</i>)
5) Poor Sampling Location	Section 1.4 <i>Location</i>
6) Inadequate Sample Filtering	See <i>Technical Specification - Sample Parameters</i> on page 6

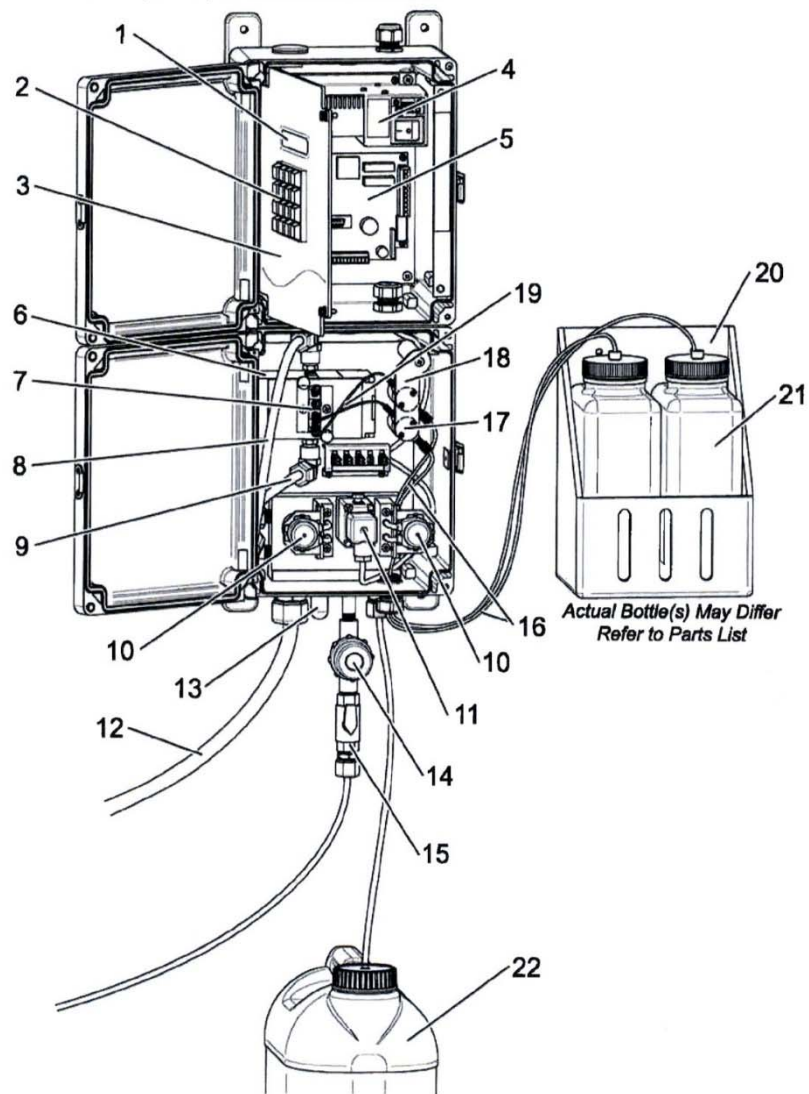
5.4.4 Unstable Instrument Zero

Cause	Fix
1) Fouled Flow-cell	Clean flow-cell (4.7 <i>Cleaning Flow-cell</i>)
2) Air Bubbles in Sample	Check plumbing for air leaks
3) Inadequate Sample Filtering	See <i>Technical Specification - Sample Parameters</i> on page 6

5.5 Replaceable Parts

5.5.1 Parts Diagram

This diagram represents a typical ChemScan mini Analyzer. Refer to the 'Parts List' for specific part names and numbers.



5.5.2 Parts List

* Yearly Maintenance Kit	100310
* 21 - 4 x 4 Liter VMO Reagent	100243
* 10 - Clean/Air Pump Assembly	300066
* 10 - Clean/Air Pump Cassette Head	800020

* Sample Tubing and Fitting Kit	100317
8 - Flow-cell Outlet Tubing	
9 - Flow-cell Inlet Tubing	
12 - Drain Tube, 5 ft.	
13 - Air Diffuser	
15 - Mini Sample Inlet	
Drain Fitting (Straight 5/8)	
Clean Sol. Fitting (Straight 3/8)	

* Reagent Tubing Kit- Single	100318
16 - Inlet Reagent Tubing, Purple	
19 - Injector Outlet Tubing, 9 in	
Cord Grip for Injector Inlet Tubes	

* Mini Flow-cell Window Kit	100314
7 - Step Window Plate	
7 - Apertured Window Plate	

Other Parts	
* 1 - LCD Display	300014
2 - Keypad Assembly	300007
3 - Control Panel Assembly	300002
4 - Power Supply	300003
5 - Main Circuit Board	800002
6 - Optrode	300100
7 - Flow-cell Assembly	300102
* 11 - Manifold Valve	600004
* 14 - Sample Strainer	300024
14 - Inlet Strainer Screen	530018
* 17 - Reagent Injector	300074
18 - Injector Mounting Plate	440080
20 - Reagent Bottle Rack	440103
22 - Cleaning Solution Container	800144
Reagent Injector Priming Syringe	100300

* Go to ChemScan.com, click on "Parts", then click "ChemScan Mini"
 For other parts not listed, Call ChemScan at 262-717-9500



CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: February 21, 2020

NOTICE TO BIDDERS THREE MINI ORTHO-PHOSPHATE ANALYZERS Invitation For Bid (IFB)-20-21

The City of Bentonville, Arkansas is accepting formal, sealed bids for the purchase and delivery of three (3) single channel, wall mounted mini Ortho-Phosphate analyzers, as specified, for the City's Wastewater Department.

Interested parties may ask questions or obtain the required bid packet 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 2:30 P.M., Monday, March 2, 2020, at the Purchasing Office on the second floor of City Hall, located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late bid submissions and unsigned bid submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM

Notice to Bidders
Amendment to Advertisement:
Bid Opening Date

The original advertisement for IFB-20-21 contained a typographical error, which stated a bid opening date of March 2, 2020 at 2:30 P.M.

An Amended Advertisement will be published on Thursday, February 27, 2020 to correct the bid opening date to be March 4, 2020 at 2:30 P.M.

All bid submissions to IFB-20-24 must be received by 2:30 P.M. on Wednesday, March 4, 2020.

For questions:

City of Bentonville Purchasing

purchasing@bentonvillar.com

(479) 271-3115



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Jennifer Jones

Department

District Court

Phone

271-3120

ACTION REQUIRED:

Bid Award to Multi-Craft Contractors through participation in The Interlocal Purchasing System (TIPS) Cooperative (Co-op) contract, 190201 for replacement of District Court HVAC systems. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 190201, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. The total amount of the contract would be \$153,828.00 (includes labor, materials and taxes).

COST TO CITY:

Cost of this Request: \$153,828

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	150,000
Funds Expended to Date		
Remaining Budget		150,000
Budget Adjustment		-
Remaining After Adjustment	\$	150,000

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



**DISTRICT COURT OF BENTON COUNTY, ARKANSAS
BENTONVILLE DIVISION**

2706 SOUTH WALTON BLVD.
BENTONVILLE, AR 72712

Ray Bunch
District Court Judge

Court Clerk (479) 271-3120
Fax: (479) 271-3134

Memo

To: City Council, Mayor Orman
From: Jennifer Jones
Date: March 12, 2020
Re: Bid Award to Multi-Craft Contractors through participation in TIPS Cooperative and Budget adjustment

The District Court had budgeted for the replacement of the current HVAC system due to age of the systems and the need for ongoing repair. The budget for this project was \$150,000 based on engineering plans and estimates.

This project was published for bid on February 9th with the bid opening scheduled for February 25th. There was not a complete bid submitted at that time. Due to scheduling constraints for the completion of this job, the option of obtaining a bid through The Interlocal Purchasing System (TIPS) Cooperative was pursued. The bid came in slightly over the established budget, but given the scope of the project and after consulting with the engineer for this project, the bid was deemed responsible and reasonably close to the expected cost. District Court is requesting approval of the bid award to Multi-Craft Contractors to complete this project along with a budget adjustment in the amount of \$3,828 to cover the cost.

Should you have any questions regarding this request please feel free to call me at 479-271-5923. Alternatively, you may email me at jenniferj@bentonvillar.com.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Jennifer Jones

Department

District Court

Phone

271-3120

ACTION REQUIRED:

Budget adjustment in the amount of \$3,828 to cover cost of replacement of District Court HVAC pursuant to bid award to Multi-Craft Contractors.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$3,828

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	150,000
Funds Expended to Date		
Remaining Budget		150,000
Budget Adjustment		3,828
Remaining After Adjustment	\$	153,828

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





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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 14, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Ordinance requesting City Council approval to waive the competitive bidding process and authorize 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>12/20/2019</u>
Requested by:	<u>David Wright</u>
Department:	<u>Parks and Recreation</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	_____
Year & Model:	_____
Serial #	_____
To Be Purchased From:	_____ _____ _____
Amount:	
Base Amount:	\$ <u>30,000.00</u>
Tax:	_____
*Other:	_____
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.	
<u> </u> Department Head	<u> </u> Director of Finance & Administration

Revised 6-18-99

Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: March 13, 2020
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, 2020 through December 31, 2020. 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:
 - Saturday Farmer's Market Events – April through October;
 - Wednesday Farmer's Market Events – May through September;
 - 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 identify opportunities to attract visitors 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) directly from the City for work as outlined. The length of the contract is from January 1, 2020 to December 31, 2020. DBI shall receive two payments of \$15,000 each for services rendered in 2020, the first will be payable in March 2020 and the second payable in September 2020.
- B. DBI shall also be permitted to charge the following fees from vendors for listed events:
- First Friday 10x10 Booth: \$100- For Profit Organizations; \$50- Nonprofit Organizations
 - First Friday 10x10 Concessions: \$75, plus 10 percent of gross sales
 - Saturday Farmers Market 10x10 Booth: \$25 per day, plus 5 percent of gross sales
 - Saturday Farmers Market 10x10 Concessions: booth fee, plus 5 percent of gross sales
 - Wednesday Farmers Market 10x10 Booth: \$200 for entire season (refundable, based off of attendance), plus 7 percent of gross sales
 - Wednesday Farmers Market 10x10 Concessions: \$10 space fee, plus 7 percent of gross sales
 - Ability to charge up to a \$50 late fee for Farmers Market vendors who do not pay their booth fee. and/or commissions on time.

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__

Kirk Gober, 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 _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Budget adjustment for City Council approval in the amount of \$394,646.00, to recognize a grant award from the Walton Family Foundation for a stream restoration project along Town Branch Creek and reconstruction of the emergency access for Slaughter Pen Mountain Bike Park.

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



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: March 13, 2020
Re: City Council approval of budget adjustment, in the amount of \$394,646, for restoration of a part of the Town Branch Creek and repair of the emergency access area for Slaughter Pen Mountain Bike Park.

City Staff is seeking City Council's approval of a budget adjustment to recognize the award of at \$394,646 grant for the restoration of part of the Town Branch Creek and repair of the emergency access for Slaughter Pen Mountain Bike Park.

In September 2019, City Council approved a budget adjustment and contract with Ecological Design Group to begin design for the reconstruction and restoration of the access area at Slaughter Pen. A number of rain events caused creek to move and prevented emergency vehicles and maintenance staff from being able to access the park and trails.

During the past several months, our team has worked diligently with EDG to create the construction documents for the project. The plans are currently being reviewed by Planning. We are hopeful the project is ready to publish for bid within the next thirty days.

As design work was occurring, we worked with the Walton Family Foundation for a grant award that will pay for the reconstruction of this area. Last week, we were notified this grant was awarded. This allows us to proceed with the project once we bid the job and award a contract.

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:

Grant Award Letter from Walton Family Foundation

WALTON FAMILY
FOUNDATION



February 28, 2020

Mayor Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00102195

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$462,646.00 to assist with restoring two streambank issues in / adjacent to Bentonville public parks on the Little Sugar Creek, adjacent to Bella Vista Lake Park, and on the Town Branch, that leads to the Little Sugar Creek, at Slaughter Pen. The grant funds are subject to the terms attached, and you should receive the funds within 14 days. If you have any questions, please contact HomeRegion@wffmail.com and reference Grant 00102195.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Caryl M. Stern
Executive Director

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006



Grant Agreement

February 28, 2020

Grant 00102195

The Walton Family Foundation, Inc. ("WFF" or "Foundation") has approved a grant in the amount of \$462,646.00 to City of Bentonville ("Grantee"). The project term will be February 28, 2020 to December 31, 2021. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to assist with restoring two streambank issues in / adjacent to Bentonville public parks on the Little Sugar Creek, adjacent to Bella Vista Lake Park, and on the Town Branch, that leads to the Little Sugar Creek, at Slaughter Pen. This grant is more fully described in Grantee's proposal dated February 13, 2020. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: \$462,646.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
#1	\$68,000.00	Upon completion of a signed grant agreement	March 15, 2020
#2	\$394,646.00	Upon approval of construction schedule	June 15, 2020

3. **Payable:** Initial installment of \$68,000.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive grant funds electronically within 14 days of completion.

Installment Two shall be contingent upon the Foundation's approval of the Grantee's activities of the grant and information the Foundation may gather.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

	Type	Scheduled Date
1	Financial Report	December 30, 2021
2	Final Report	December 30, 2021

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant 00102195 on all reports submitted.

Grant payments are always contingent upon the Foundation's approval of Grantee's operations based on the

above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
 - (a) Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
 - (b) In no event will Grantee use any grant funds:
 - (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
 - (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - (c) Grantee will comply with all applicable laws and regulations.
7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:
 - (a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - (b) Grantee fails to comply with the terms of this agreement; or
 - (c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.
8. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.
9. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
10. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00102195 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by March 13, 2020 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Caryl M. Stern
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Performance Measures

Goal: Demonstration of Stream and Wetland Restoration of Little Sugar Creek			
Outputs And Outcomes			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	City of Bentonville will obtain all required permits for the project (FEMA, Corps of Engineers, etc) prior to beginning construction	06/30/2020	Permit documentation
Output	City of Bentonville will competitively award a contract to a qualified contractor and will oversee the work to ensure it is completed based on the project design.	06/30/2020	Program records
Output	The City will ensure completion of at least 1,350 linear feet of stream bank and 2 acres of wetland restoration.	12/30/2020	Final inspection report and photo documentation
Goal: Stream restoration and construction of Town Branch / Slaughter Pen access			
Outputs And Outcomes			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City of Bentonville will ensure a design of emergency access and restoration area is completed for the Town Branch / Slaughter Pen access project.	04/01/2020	Submission of design materials
Output	City of Bentonville will gain all necessary permits for the Town Branch project prior to beginning construction.	06/01/2020	Copy of permit records
Output	The City of Bentonville will ensure the Town Branch stream restoration, with at least 50 linear feet of stream bank and a new access, are constructed according to specifications outlined in the design.	12/30/2020	Final inspection report
Outcome	Sediment and nutrient loads in the areas of the restoration (as defined by the Quality Assurance Project Plans) will decrease by at least 80% over established baseline records.	12/30/2021	Water samples as specified in the Quality Assurance Project Plan
Outcome	Permanent emergency and service vehicle access, outside of the base stream flow, is restored to Slaughter Pen Park.	12/30/2020	Written confirmation by Parks Director



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	IFB-20-14
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Crant Osborne

Department

Parks and Rec

Phone

271-3190

ACTION REQUIRED:

Bid Award IFB-20-14 to Intelligent Marking USA – Turf Tank to purchase a Robotic Painter in the amount of \$43,562.00. This is a budgeted item for 2020.

COST TO CITY:

Cost of this Request: \$43,562

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 Orman
Thru: David Wright, Parks and Recreation Director
From: Crant Osborne, Parks Operations Manager
Date: February 19, 2020
Re: Bid Award IFB-20-14 to Intelligent Marking USA – Turf Tank to purchase a Robotic Painter for \$43,562. This is a budgeted item for 2020.

Parks and Recreation Staff is requesting City Council's approval to award bid IFB-20-14 to Intelligent Marking USA – **Turf Tank** to purchase a Robotic Painter.

The Turf Tank Intelligent One Robot is a comprehensive autonomous GPS paint robot. The Turf Tank hardware and software platform is designed to perform consistent and accurate line marking for our sports fields. The unit reduces the need for a manual operator while increasing precision and sustainability on both our natural and artificial turf fields.

Our sports field maintenance team presently maintains 26 soccer fields, 15 at Citizens Park, and 11 fields at Memorial Park. Until this past soccer season, the field lines have historically been painted with a ride on applicator unit. In 2019, our team geared up with the Turf Tank robotic painter and leased a robotic painter for 6 month trial. After the initial set up and programming, and with a bit of practice, realized an immediate and significant reduction in the labor time and material to line the fields.

Overall, regardless of the field or collective field sizes, the Turf Tank reduced the labor hours to paint by 50%, not to mention freeing up the operator to focus on other tasks while the robot was actually painting. Additionally, paint consumption for the Kromer ride on unit is approximately 5 gallons of bulk product per field versus approximately 2.5 gallons of paint consumption with the robot.

Specifically, each time our team moves onto the fields to paint, Citizens soccer takes 4 hours to paint all 15 small fields with the Kromer ride on painter and 2 hours with the Turf Tank.

Each large field at Memorial (fields 8-11), requires one hour per field with the Kromer and 30 minutes with the Turf Tank. The seven small fields at Memorial require 40 minutes to complete each field with the Kromer and 20 minutes with the Turf Tank.

Two bids were submitted for the robotic painter. One from Pioneer Manufacturing Company at \$42,717 and one from Intelligent Marking USA – Turf Tank at **\$43,562**.

The substitute item, Pioneer Tiny Mobile Robot does not meet our specifications. Specifically, the Pioneer bid indicated that the unit does not meet the RTK-GNSS system with local base station that utilizes GPS, GLONASS and Compass satellites to deliver reliable, reusable positioning with a deviation difference of +/- 1cm.

This technology is the central component of the Turf Tank system and a feature that translates to consistent field marking accuracy and performance.

The Pioneer bid did not elaborate on “Or Equivalent” for this specification. It is the Bidder’s responsibility to include information as to the equipment functioning and being conditioned, as specified. Considering this key technology and the fact that we are unable to determine the Pioneer equivalent, and whether or not it meets the specification, we have selected the Turf Tank Robot.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email cosborne@bentonvillear.com.



BID TABULATION:
RE-BID: IFB-20-14- BID OPENING
 2020 or Newer Turf Tank Intelligent One Robot
 TUESDAY, MARCH 3, 2020
 at 2:30 P.M

BIDDER NAME	BID COMPLETE	ITEM BID	TOTAL BID PRICE
PIONEER MANUFACTURING COMPANY	X	2020 TINYLINEMARKER PRO	\$ 42,716.90
INTELLIGENT MARKING USA INC. DBA TURF TANK	X	BRAND NEW TURF TANK ONE GPS PAINT ROBOT	\$ 43,561.50

*Pioneer Manufacturing Company stated 'Not as Specified' for two Specifications



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

INVITATION FOR BID (IFB)
RE-BID-IFB-20-14
(1) 2020 OR NEWER TURF TANK INTELLIGENT ONE ROBOT

Date of Issuance: **February 21, 2020** Bid Number: **IFB-20-14**
Bid Opening Date: **March 3, 2020** Bid Opening Time: **2:30 P.M.**

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., February 27, 2020.

Bids must be received by the Purchasing Office prior to 2:30 P.M., March 3, 2020 in a sealed envelope, clearly marked on the outside with Bid # IFB-20-14. Bids which must be opened to be identified may be rejected. Late bids will be rejected, without exception.

Bids will be publicly opened at City Hall, second 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: Intelligent Marking USA Inc. dba. Turf Tank		PHONE NUMBER: 877-398-4094	FAX NUMBER: 877-398-4094
BUSINESS ADDRESS, STREETS: 3330 Cobb Parkway, Suite 324-360		CITY: Acworth	STATE: ZIP GA 30101
SIGNATURE OF AUTHORIZED [Redacted Signature]		DATE: 2/27/2020	
PRINTED OR TYPED NAME: Jason Aldridge		TITLE: President, CEO	

ARKANSAS SALES OR USE TAX NUMBER: _____

STATE CONTRACTORS LICENSE NUMBER: _____

INTENT

The intent of this Invitation for Bid is for the purchase and delivery of one (1) 2020 or Newer Turf Tank Intelligent One Robot or Equivalent Item, for the City of Bentonville, Arkansas Parks and Recreation Department.

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 single purchase order issued by the City of Bentonville for the one-time purchase and delivery of one (1) 2020 or Newer Turf Tank Intelligent One Robot or Equivalent Item.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of one (1) 2020 or Newer Turf Tank Intelligent One Robot or Equivalent Item.

DELIVERY

The City Of Bentonville requests delivery within two (2) weeks from receipt of the City's purchase order. If this schedule cannot be met, Bidder must state the number of days or weeks, from receipt of the City's purchase order, to deliver the item to the City. Failure to state a delivery time obligates the bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Delivery within 1 week from receipt of City's purchase order.

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.

[This space has been intentionally left blank]

INVOICING

Bidder shall submit an invoice to the City at the remittance address below:

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

Invoices sent to the correct remittance address will be paid within 14 days from 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: Intelligent Marking USA, Inc dba Turf Tank

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. JA 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 or within two (2) days of receiving 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 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.

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "x" in the designated column. If submitting a bid for a substitute or EQUIVALENT item, Bidder must indicate "OR EQUIVALENT", by placing an "x" in the designated column. If equivalent items are offered, it is the Bidder's responsibility to include information as to the equipment functioning and being conditioned, as specified. Bidder must also provide additional information where indicated.

Specification	Indicate if "AS SPECIFIED" by placing an "X" in this column.	Indicate if "OR EQUIVALENT", by placing an "x" in this column.
Autonomous GPS Paint Robot	X	
Hardware and software platform designed to perform consistent and accurate sports field line marking on natural and artificial turf fields.	X	
Two (2) individually powered brushless motors.	X	
Interchangeable lithium-ion battery with a capacity of 650 Wh (six hundred fifty watt-hours) which corresponds to at least four (4) full sized soccer fields.	X	
Interchangeable nozzle; adjustable in width and height as well as screen plates with automatic lifting function to ensure precise and crisp lines.	X	
2.5 (two and a half) gallon paint capacity.	X	
RTK-GNSS system with local base station that utilizes GPS, GLONASS and Compass satellites to deliver reliable, reusable positioning with a deviation difference of +/- 1cm (plus or minus one centimeter).	X	
Managed by using a tablet with a dedicated smart app that enables the user to easily manage all relevant parts of the automatic line marking process.	X	

Detail Notes

(Optional):

PRICING SHEET

Bid prices shall include all costs, including but not limited to: all charges, taxes and delivery fees to the City of Bentonville, Arkansas.

The City of Bentonville tax rate is 9.5%.

The bid shall be awarded based on the lowest and most responsible Total Bid Price.

Quantity	Description	Bidder Specify Item Being Offered (Year/Make/Model)	Price
1 (ONE)	2020 or Newer Turf Tank Intelligent One Robot, AS SPECIFIED.	Brand New Turf Tank ONE GPS Paint Robot	\$ 39,999.00
		TAXES:	\$ 3,562.50
		SUBTOTAL:	\$ 43,561.50
		TOTAL BID PRICE:	\$ 43,561.50



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

City Administration

Department

Mayor's Office

Phone

271-5966

ACTION REQUIRED:

A resolution authorizing the Mayor and Clerk to enter into the Second Restated and Amended Agreement for the Northwest Arkansas National Airport (formerly Northwest Arkansas Regional Airport Authority).

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





DATE: December 11, 2019
TOPIC: Changes to XNA Agreement
CONTACT: Andrew Branch, Chief Business Development Officer

ISSUE: The Northwest Arkansas Regional Airport Authority operates under the “Restated and Amended Agreement” executed on November 21, 1994. The agreement forms the basis for the authority granted to the board by the participating cities and counties.

Although the agreement has largely allowed the authority to operate as needed, there are some aspects of the agreement that would benefit from being updated. The proposed changes are summarized below:

- Changing the name to the “Northwest Arkansas National Airport”
- Updating language to a gender-neutral format
- Updating the Conflicts of Interest section to allow for the board to modify the conflicts policy as Federal and State laws change
- Removing specific power language to instead reference the statutory authority granted to Regional Airport Authorities under Arkansas law.

Any changes to the Northwest Arkansas Regional Airport Authority Restated and Amended Agreement must be approved by the governing bodies of all the participating cities and counties. With approval from this board, XNA staff and external counsel will work with each participating city and county to address questions and concerns and ultimately to seek their approval.

ACTION: Board approval is needed for the proposed changes to the agreement and for staff, in coordination with external counsel, to proceed with seeking approval from the XNA member cities and counties.

[Return to Agenda](#)

NORTHWEST ARKANSAS NATIONAL AIRPORT
SECOND RESTATED AND AMENDED AGREEMENT

A regional airport authority organized pursuant to
Arkansas Code Title 14, Subtitle 22, Chapter 362 **EXHIBIT A**

NORTHWEST ARKANSAS REGIONAL AIRPORT AUTHORITY
RESTATED AND AMENDED AGREEMENT

This agreement (herein referred to as the "Agreement") entered into as of the 24th day of ~~November 1994~~ 2020, but actually executed by the respective parties hereto on the dates indicated for such parties on the signature pages hereto, by and among the City of Bentonville, the City of Fayetteville, the City of Rogers, the City of Siloam Springs, and the City of Springdale, the County of Benton and the County of Washington, all of which parties are situated in the State of Arkansas (the "State"):

RECITALS

WHEREAS, Title 14, Chapter 362 of the Arkansas Code, as amended, permits any two or more Arkansas municipalities, any two or more contiguous counties, or any one or more Arkansas municipalities together with any one or more contiguous Arkansas counties to create and establish a regional airport authority for the purpose of acquiring, equipping, constructing, maintaining, and operating regional airports; and

WHEREAS, pursuant to Title 14, Chapter 362 of the Arkansas Code, the Cities of Bentonville, Fayetteville, Rogers, Siloam Springs, and Springdale, Arkansas, and the Counties of Benton and Washington, Arkansas, (herein referred to collectively as the "Governmental Units") have heretofore entered into an agreement entitled "Northwest Arkansas Regional Airport Authority Agreement," effective as of December 14, 1990, (herein referred to as the "Original Agreement") and have created and established the Northwest Arkansas Regional Airport Authority (herein referred to as the "Authority") pursuant to the Original Agreement; and

WHEREAS, the Governmental Units subsequently amended the Original Agreement by entering into that certain "Northwest Arkansas Regional Airport Authority Restated and Amended Agreement" (the "Amended Agreement") with an effective date of November 21, 1994; and

WHEREAS, the Governmental Units desire to join together to amend, revise, restate, and confirm the Amended Agreement and the Original Agreement for the creation and establishment of a regional airport authority for the purpose of acquiring, equipping, constructing, maintaining, and operating a regional airport to provide airport services and facilities in Northwest Arkansas; and

WHEREAS, the governing bodies of the Cities of Bentonville, Fayetteville, Rogers, ~~—~~ Siloam Springs, and Springdale, Arkansas, and the counties of Benton and Washington, Arkansas, respectively, have each enacted an ordinance (collectively, the "Ordinances") authorizing the participation of each of the respective Governmental Units in such an authority (a certified copy of each of such Ordinance being filed with the Board of Directors of the Authority); and

WHEREAS, pursuant to Article XI of the Original Agreement, all amendments or modifications of the Original Agreement must be in writing.

NOW WHEREFORE, it is hereby agreed by the Governmental Units as follows:

ARTICLE I- DEFINITIONS

101. Definitions and Interpretations. (A) All defined terms contained in this Agreement shall have the same meaning, respectively, in this Agreement as such terms are given in Section 14-362-102 of the Arkansas Code, as the same may be amended from time to time.

(B) In addition, as used in this Agreement, unless the context shall otherwise require, the following terms shall have the following respective meanings:

- (1) "Act" means the Regional Airport Act, constituted as Title 14, Chapter 362 of the Arkansas Code, as amended;
- (2) "Agreement" means this Northwest Arkansas ~~Regional Airport Authority~~ National Airport Second Restated and Amended Agreement, as the same may from time to time be amended or supplemented;
- (3) "Authority" means the Northwest Arkansas Regional Airport Authority created in Article II hereof;
- (4) "Authorized Officer" means, with respect to the Authority, its ~~Chairman~~ Chair and any other person duly authorized by the By-laws or resolution of the Authority to perform the act or sign the document in question, and with respect to a City or Participating County, the Mayor or County Judge, respectively, and any other person duly authorized by ordinance or resolution of the Governing Body of the applicable City or Participating County to perform the act or sign the document in question;
- (5) "Board of Directors" or "Board" means the governing board of the Authority established in Section 501 hereof;
- (6) "City" means each of the Cities of Bentonville, Fayetteville, Rogers, Siloam Springs, and Springdale, Arkansas;
- (7) "Participating County" means each of the Counties of Benton and Washington, Arkansas.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine gender. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa.

The terms "hereby," "hereto," "herein," and "hereunder," and any similar terms, as used in this Agreement, refer to this Agreement.

ARTICLE II - CREATION

For the purpose of acquiring, equipping, constructing, maintaining, and operating a regional airport, and providing airport services and facilities in Northwest Arkansas, the Governmental Units, pursuant to authority granted in the Act, hereby reaffirm and re-authorize the creation and establishment of the Northwest Arkansas Regional Airport Authority.

ARTICLE III - AUTHORIZATION

The parties to the Agreement are the Governmental Units. The Governmental Units have agreed to join cooperatively in establishing the Authority and do hereby agree to the continued operation of the Authority.

ARTICLE IV - DURATION

The Authority shall have a perpetual succession. Such succession shall continue until the existence of the Authority is terminated as provided herein.

ARTICLE V - ORGANIZATION

501. The Authority shall be governed by a Board of Directors consisting of fourteen (14) members appointed by the Governmental Units. The Mayor of each City and the County Judge of each Participating County shall appoint members to the Board of Directors, each of such appointments to become effective upon ratification by a majority vote of the applicable Governing Body of such City and such Participating County. The Governmental Units shall be entitled to make the following number of appointments:

City of Bentonville	2 Members
City of Fayetteville	2 Members
City of Rogers	2 Members
City of Siloam Springs	2 Members
City of Springdale	2 Members
Benton County	2 Members
Washington County	2 Members

502. Term of Office. The terms of the Board members shall be six (6) years; provided, however, that the initial Board members, having drawn lots at the creation of the Board to provide for staggered terms, and their successors shall continue to serve as Board members as provided for in the Original Agreement.

503. Removal. A member of the Board of Directors, once qualified, shall not be removed during his or her appointment except for cause by the Governing Body which appointed said member and after a hearing before said Governing Body as required by law, conducted in accordance with the rules of administrative procedure applicable to or recognized by such Governing Body.

504. Qualifications. A member of the Board of Directors shall be a bona fide resident and qualified elector of the City or Participating County that appointed such member. A member of the Board of Directors shall be eligible for reappointment.

505. Compensation of Board members. The members of the Board of Directors shall receive no compensation, whether in the form of salary or per-diem or otherwise, for or in connection with his or her services as a Board member. The members of the Board of Directors shall be entitled to reimbursement of actual necessary travel and out-of-pocket expenses incurred on behalf of the Authority as authorized by the Board. Such expenses shall be reimbursed in accordance with procedures established by the Board of Directors.

ARTICLE VI - OFFICERS, BY-LAWS AND MEETINGS

601. Officers. (A) At the first regular meeting of each calendar year, the Board shall elect one of its members as ~~Chairman~~Chair, one as Vice ~~Chairman~~Chair, one as Secretary, and one as Treasurer. The offices of Secretary and Treasurer may be held by one person at the discretion of the Board of Directors.

(B) The ~~Chairman~~Chair, Vice ~~Chairman~~Chair, Secretary and Treasurer shall compose the Executive Committee of the Authority. The Board of Directors may, by a two-thirds (2/3) majority vote, delegate to the Executive Committee such powers and duties as the Board may deem proper.

(C) The Board of Directors may create such committees as it deems necessary for the proper exercise of its functions. The Board shall keep a complete record of its activities and business, which shall be a public record.

602. By-laws. The Board of Directors shall adopt such By-laws for the governance of the affairs of the Authority as are not inconsistent with the provisions of this Agreement or State law.

603. Meetings. (A) The Board of Directors shall, upon reasonable notice, meet not less than quarterly at dates, times, and places to be established by the Board. All meetings shall be open to the public as provided by State law. A meeting may be called by any Board officer or upon the direction of a majority of the members of the Board.

(B) A quorum shall consist of one half (1/2) of the total Board membership, plus one member, and no vacancy in the membership of the Authority shall restrict the rights of a quorum to exercise all the rights and privileges or the duties of the Authority.

604. Conflicts of Interest. ~~No member of the Board of Directors or any officer, employee, or agent of the Authority shall have a personal interest in any business of the Authority or in any contract with the Authority, or in any property or other assets in which the Authority is interested. No person shall be employed by the Authority who is related to a Board member or officer of the Authority by blood or marriage within the fourth degree. For purposes of this provision, any corporation or other business in which a person has a substantial interest shall be prohibited from doing business with the Authority if the owner of the substantial interest would have been so prohibited.~~

The Board of Directors shall adopt and maintain a Conflicts of Interest policy ensuring compliance with all applicable statutes and regulations applicable to members of the Board of Directors and all officers, employees, and agents of the Authority.

ARTICLE VII - PURPOSES, POWERS, AND DUTIES

701. Purposes. The purpose of the Authority shall be to acquire, equip, construct, maintain, and operate a regional airport or airports, and such auxiliary services and facilities as may be deemed desirable from time to time by the Board of Directors. "Auxiliary services and facilities" shall include, but not be limited to, any service or facility necessary or desirable for the take-off, landing, parking, and storing of aircraft; the transportation by air of persons or things; the repair and maintenance of aircraft; the loading, unloading, or handling and storing of goods, commodities, cargo, and other property; the ground transportation to, on, and from the airport or airports of the Authority; the promotion of air safety; the development of industrial potential and services in the economic interest of the trade area to be served by the Authority; and participation of the Authority in programs of air transportation. Such services and facilities may be located on the property of the Authority or by arrangement at any other location.

702. Powers and Duties. In addition to other powers and duties elsewhere conferred and imposed and acting through its duly constituted Board of Directors, the Authority shall have all powers and duties conferred and imposed by the Act. ~~In addition to the foregoing, the Authority shall specifically have the following powers and duties:~~

~~To make and adopt all necessary By-laws, rules, and regulations for its organization and operations not inconsistent with law;~~

~~To elect its own officers, to appoint committees, and to employ and fix the compensation for personnel necessary for its operation;~~

~~To enter into contracts with any person, governmental department, firm, or corporation, including both public and private corporations, and generally to do any and all things necessary or convenient for the purpose of acquiring, equipping, constructing, maintaining, improving, extending, financing, and operating a public airport to best serve the region of Northwest Arkansas;~~

~~To delegate any authority given to it by law to any of its officers, committees, agents, or employees;~~

~~To apply for, receive, and use grants-in-aid, donations, and contributions from any source, including but not limited to, the federal government, or any agency thereof, and the State, or any agency thereof, and to accept and use bequests, devises, gifts, and donations from any person, firm, or corporation;~~

~~To acquire lands and hold title thereto in its own name;~~

~~To acquire, own, hold, lease as lessor or as lessee, sell, encumber, dispose of, or otherwise deal in and with any facilities or real, personal or mixed property, wherever located;~~

~~To borrow money and execute and deliver negotiable notes, mortgage bonds, other bonds, debentures, and other evidences of indebtedness therefore, and give such security therefore as shall be requisite, including giving a mortgage or deed of trust on its airport properties and facilities in connection with the issuance of mortgage bonds;~~

~~To raise funds by the issuance and sale of revenue bonds in the manner and according to the terms set forth in State law;~~

To expend its funds in the execution of the powers and authorities given herein or by law and to invest and reinvest any of its funds pending need therefore;

To apply for, receive, and use loans, grants, donations, technical assistance, and contributions from any regional or area commissions that may be established and any agency of the federal government or the State;

To constitute the Authority, or a committee thereof, as improvement district commissioners and to create and operate an improvement district, composed of the area encompassed within the jurisdictions of the participating governing bodies, upon petition of persons claiming to be two-thirds (2/3) in value of owners of real property in the area, as shown by the last county assessment. The improvement district shall be for the purpose of financing the construction, reconstruction, or repair of the regional airport and its facilities. The creation and operation of an improvement district shall, to the extent consistent with the Act, be in accordance with the procedures established by the laws of the State for the creation and operation of municipal improvement districts;

To enforce all rules, regulations, and statutes relating to its airports, including airport compatible land use, height hazard and zoning regulations. In this connection, the Authority is empowered and authorized to exercise the powers and privileges of the Governmental Units under Section 14-363-201 et seq. of the Arkansas Code, as amended, and the Board of Directors is designated by the Governmental Units as the zoning board for the purposes and powers under such provisions;

To levy and collect a tax on aviation fuel sold at an airport or airports of the Authority as is provided for in Section 14-364-101 and 14-364-102 of the Arkansas Code, as amended;

To plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, and regulate its airports and auxiliary services and facilities, and to establish minimum building codes and regulations and to protect and police the airports of the Authority, in cooperation with the law enforcement agencies and officers having jurisdiction in the area where the facilities of the Authority are located;

To levy and collect a tax, in an amount not to exceed the maximum permitted by law, on the boarding or disembarking of aircraft at the airport or airports of the Authority. The tax shall be levied upon and collected from the passengers boarding or disembarking from the aircraft of the airlines operating the aircraft, and the Authority is empowered to make reasonable classifications of passengers for such purpose;

To receive real and personal property from the United States for airport and related purposes by donation, purchase, lease or otherwise, and subject to such conditions and requirements relating thereto as the United States may require and to which the Authority may agree;

To apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area of jurisdiction of the member municipalities and/or counties and to establish, operate, and maintain such foreign trade zones;

To promote, advertise, and publicize the Authority and its facilities; provide information to shippers, operators, and other commercial interests; and to represent and promote the interests of the Authority;

ARTICLE VIII - FINANCING

801. The cost of planning and acquiring, establishing, developing, constructing, enlarging, improving, or equipping an airport or airports or facilities on the site thereof, including buildings and other facilities, may be funded in any manner not inconsistent with the Arkansas Constitution or State law, including but not limited to: the issuance of bonds, borrowing money, allocations of other available funds from whatever source; constituting the Authority, or a committee thereof, as improvement district commissioners and to create and operate an improvement district, composed of the area encompassed within the jurisdictions of the participating governing bodies, upon petition of persons claiming to be two-thirds (2/3) in value of owners of real property in the area as shown by the last county assessment; revenues derived from the operation of the airport or facilities; revenues from leases and contracts granting privileges for use of the airport or facilities; revenue from contracts conferring the privilege of supplying goods, commodities, services, or facilities at the airport; revenue from aviation fuel taxes, and gifts and grants.

802. The plan for financing and construction of the airport facilities contemplated by this Agreement is herewith presented to the Governmental Units. The Governmental Units expressly recognize that the specific improvements, conditions in the financial marketplace, marketing strategy, and other factors may affect the precise terms of such plan. Receipt by the Governmental Units of such plan shall not be deemed to constitute approval nor preclude the amendment, modification, variation or revision of the plan by the Board of Directors, so long as such amendment, modification, variation or revision imposes no liability on the Governmental Units as provided in Article IX below. The Governmental Units expressly disclaim any warranty of the Authority's financing plan.

ARTICLE IX - LIMITATION OF LIABILITY

None of the Governmental Units has herewith obligated itself to expend any of its individual funds nor has it authorized the use of its individual bonding capacity. The obligations of the Authority, including revenue bonds issued by the Authority under the Act, shall be payable from and secured by the revenues and property of the Authority, and shall not constitute a general or limited obligation of any Governmental Unit. Bonds issued by the Authority shall not constitute an indebtedness of any Governmental Unit within any constitutional or statutory limitation.

ARTICLE X - AMENDMENT

This Agreement may be modified or amended upon the unanimous written consent of all of the Governmental Units. Such consent shall be evidenced by (i) the enactment of an ordinance by the Governing bodies of each Governmental Unit approving the substance of any such modification or amendment and (ii) the duly attested manual signature of an Authorized Officer of each of the Governmental Units affixed to the amendatory document.

ARTICLE XI - TERMINATION

1101. This Agreement shall continue in full force and effect subsequent to its adoption by all the Governmental Units. Once this Agreement has been approved and executed by the Governmental Units,

this Agreement may not be terminated until the expiration of the period of any financial commitment made by the Authority and the payment, termination, or defeasance of any such bonds, notes or other obligations of the Authority payable solely from revenues of the airport or airports of the Authority.

1102. In the event the Authority shall be dissolved or for any reason the Authority shall cease to function, and no successor entity shall assume the power, duties and obligations of the Authority, upon due satisfaction of all financial debts and obligations of the Authority, the properties and assets of the Authority shall be liquidated and distributed to the Governmental Units in direct proportion to the funds contributed to the Authority by said Governmental Units, respectively. For the purposes of carrying out this provision, the Board of Directors shall appoint a Trustee, who shall be paid reasonable compensation and who shall serve until the property and assets of the Authority have been fully liquidated and distributed.

ARTICLE XII - COOPERATIVE AGREEMENT

This Agreement shall be treated as a cooperative agreement under the provisions of the Interlocal Cooperation Act, constituted as Section 25, Chapter 20 of the Arkansas Code, as amended and, further, may be treated as a formal compact pursuant to Section 14-165-201 - 14-165-204 of the Arkansas Code, as amended. The Authority may accept contributions from Governmental Units, and persons, firms or corporations.

For purposes of qualifying as an Interlocal Cooperative Agreement, this Agreement shall be submitted to the Attorney General of the State of Arkansas in accordance with Section 25-20-104(f) of the Arkansas Code, and filed with the County Clerks of Benton County and Washington County and the Secretary of State of the State of Arkansas in accordance with Sections 25-20-105(a) of the Arkansas Code.

ARTICLE XIII - AGREEMENT CONTROLLING; RATIFICATION OF PRIOR AGREEMENT AND ACTS

This Agreement constitutes a revision and restatement of the Amended Agreement and the Original Agreement between the Governmental Units that created and established the Authority, and the provisions of this Agreement shall be controlling.

The Governmental Units, by the execution of this Agreement, ratify, validate, approve, and confirm the original creation and establishment of the Authority.

ARTICLE XIV - ENTIRE AGREEMENT; DATED DATE; EFFECTIVE DATE

This writing constitutes the entire agreement between the Governmental Units. All amendments or modifications hereto must be in writing.

This Agreement shall be dated as of the date on which the last Governmental Unit executes this Agreement.

IN WITNESS WHEREOF the Governmental Units have caused this Agreement to be executed in their respective behalves on the signature dates set forth below;

CITY OF BENTONVILLE, ARKANSAS, BY:

Name: _____ DATE: _____
Title:

ATTEST:

Name: _____ DATE: _____
Title:

CITY OF FAYETTEVILLE, ARKANSAS, BY:

Name: _____ DATE: _____
Title:

ATTEST:

Name: _____ DATE: _____
Title:

CITY OF ROGERS, ARKANSAS, BY:

Name: _____ DATE: _____
Title:

ATTEST:

Name: _____ DATE: _____
Title:

CITY OF SILOAM SPRINGS, ARKANSAS, BY:

Name: _____ DATE: _____
Title: _____

ATTEST:

Name: _____ DATE: _____
Title: _____

CITY OF SPRINGDALE, ARKANSAS, BY:

Name: _____ DATE: _____
Title: _____

ATTEST:

Name: _____ DATE: _____
Title: _____

COUNTY OF BENTON, ARKANSAS, BY:

Name: _____ DATE: _____
Title: _____

ATTEST:

Name: _____ DATE: _____
Title: _____

COUNTY OF WASHINGTON, ARKANSAS, BY:

Name: _____ DATE: _____
Title: _____

ATTEST:

Name: _____ DATE: _____
Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO AND CLERK TO ENTER INTO A SECOND RESTATED AND AMENDED AGREEMENT PERTAINING TO THE NORTHWEST ARKANSAS NATIONAL AIRPORT (FORMERLY NORTHWEST ARKANSAS REGIONAL AIRPORT AUTHORITY).

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into the Second Restated and Amended Agreement Pertaining to the Northwest Arkansas National Airport (formerly Northwest Arkansas Regional Airport Authority) as attached hereto as Exhibit A.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK