

City Council Agenda Items
and
Contracts, Leases or Agreements

3-Apr-12

City Council Meeting Date
Agenda Items Only

David Jurgens

Utilities Director

Utilities

Submitted By

Division

Department

Action Required:

Approval of the purchase of two Irrigation Reels from Keeling Company to supply effluent irrigation to hay fields for \$77,333.34 in accordance with Bid 11-71 and Resolution No. 03-12

\$ 77,333

Cost of this request

\$ 135,000

Category / Project Budget

WWTP Irrigation Reels

Program Category / Project Name

5400.5800.5801.00

Account Number

\$ -

Funds Used to Date

Wastewater Treatment

Program / Project Category Name

11010.1

Project Number

\$ 135,000

Remaining Balance

Water/Sewer

Fund Name

Budgeted Item

Budget Adjustment Attached

David Jurgens
Department Director

16 MAR 12
Date

Previous Ordinance or Resolution #

Res. 03-12

Jan B. Kelley
City Attorney

3-16-12
Date

Original Contract Date:

Original Contract Number:

Paul a. Bahr
Finance and Internal Services Director

3-17-2012
Date

Received in City
Clerk's Office

03-16-12 P12:25 RCVD

Don McLean
Chief of Staff

3-19-12
Date

Received in
Mayor's Office

ENTERED
3/16/12
P.K.

Frederick Joyner
Mayor

3/20/12
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water/Sewer/Solid Waste Committee

Date: March 16, 2012



Subject: Approval of the purchase of two Irrigation Reels from Keeling Company to supply effluent irrigation to hay fields for \$77,333.34 in accordance with Bid 11-71 and Resolution No. 03-12

RECOMMENDATION

Staff recommends approval of the purchase of two Irrigation Reels from Keeling Company to supply effluent irrigation to hay fields for \$77,333.34 in accordance with Bid 11-71 and Resolution No. 03-12

BACKGROUND

The Biosolids Management Site has twelve irrigation reels that were purchased between 1985 to 1987. Repairs on these reels have become more extensive and costly, as the life expectancy of these reels is approximately 20 years. The irrigation reels are used to apply treated wastewater to the land application site, as described in the State approved Waste Management Plan and the State Land Application Permit. The effluent irrigation helps to minimize discharge to the White River during the summer months, therefore reducing the nutrient loadings of ammonia and phosphorus to the receiving stream. It also helps to stimulate growth of the bermuda grass, therefore enhancing phosphorus uptake from the soil.

These reels will be the second replacement purchase of the twelve irrigation reels. Two reels have previously been purchased with approval of Resolution No. 03-12. The remaining eight reels will be replaced as budget allows.

DISCUSSION

City Council awarded Bid 11-71 to Keeling Company for the purchase of two irrigation reels in the amount of \$77,333.33 with Resolution No. 03-12 on January 3, 2012. Keeling Company has agreed to honor their bid price for the purchase of additional reels if within 12 months of the first order.

BUDGET IMPACT

Funds for the purchase of the Irrigation Reels are available in the Wastewater Treatment Plant Capital Improvement budget.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PURCHASE OF AN ADDITIONAL TWO (2) IRRIGATION WHEELS FROM KEELING COMPANY IN THE AMOUNT OF \$77,333.34, PURSUANT TO BID #11-71, FOR EFFLUENT IRRIGATION TO HAY FIELDS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of an additional two (2) irrigation wheels from Keeling Company in the amount of \$77,333.34, pursuant to Bid #11-71, for effluent irrigation to hay fields.

PASSED and APPROVED this 3rd day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: 3/16/2012	A. 3 Keeling Company
P.O Number:	Expected Delivery Date:	Page 4 of 22

Vendor #: 35420	Vendor Name: Keeling Company
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Mail Yes: _____ No: _____

Address: P.O. Box 15310	Fob Point:
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Taxable Yes: _____ No: _____	Quotes Attached Yes: _____ No: _____
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City: Little Rock	State: AR	Zip Code: 72231-5310	Ship to code:
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Division/Head Approval:

Requester: Allison Atha	Requester's Employee #: 2613
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Extension: 670

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Irrigation reels to supply effluent irrigation to hay fields	2	EA	38,666.67	\$77,333.34	5400.5800.5801.00	11010.1		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:
Per Bid 11-71 and Resolution No. 03-12. **3% fee if p-card is used**

Subtotal:	<u>\$77,333.34</u>
Tax:	<u>\$7,153.33</u>
Total:	<u>\$84,486.67</u>

Approvals:

Mayor: _____	Department Director:	Purchasing Manager: _____
Finance & Internal Services Director: _____	Budget Manager: _____	IT Manager: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____

RESOLUTION NO. 03-12

A RESOLUTION AWARDED BID #11-71 AND APPROVING A CONTRACT WITH KEELING COMPANY IN THE AMOUNT OF \$77,333.34 FOR THE PURCHASE OF TWO (2) IRRIGATION WHEELS FOR EFFLUENT IRRIGATION TO HAY FIELDS


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #11-71 and approves a contract with Keeling Company in the amount of \$77,333.34 for the purchase of two (2) irrigation wheels for effluent irrigation to hay fields.

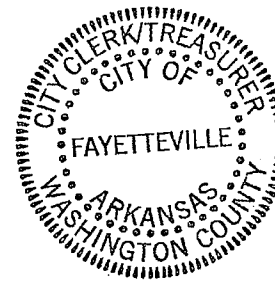
PASSED and APPROVED this 3rd day of January, 2012.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer





BID: 11-71
DATE: 11/07/11
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 11-71, Irrigation Reels

BIDDER	Quantity	Price Each	TOTAL BID PRICE
1 Amadas Industries	2 \$	41,961.70 \$	83,923.40
2 Hoyt's Ag Parts & Supply LLC.	2 \$	37,419.80 \$	74,839.60
3 Keeling Company	2 \$	38,666.667 \$	77,333.33

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: A. Foren
A. FOREN, PURCH AGENT

Julie Paladino
WITNESS

12/07/2011
DATE



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: BID 11-71, Irrigation Reels

DEADLINE: Wednesday, December 07, 2011 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Wednesday, November 23, 2011

INVITATION TO BID
Bid 11-71, Irrigation Reels

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 11-71, Irrigation Reels" with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: KEELING COMPANY

Contact Person: JOE E KEELING JR Title: PRESIDENT

E-Mail: je.k@keelingcompany.com Phone: 501-945-4511

Business Address: PO BOX 15310

City: North Little Rock State: AR Zip: 72231-5310

Signature: Joe E Keeling Date: 12/01/11

City of Fayetteville
Bid 11-71, Irrigation Reels
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: 90 calendar days from Date of Order.

*GUARANTEED DELIVERY DATE: March 1st 2012

F.O.B. City of Fayetteville Biosolids Management Site, 16464 Wyman Road, Fayetteville, AR 72701

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE EACH:	**TOTAL PRICE
1.	Hard Hose Traveler Axial Turbine Irrigation System, Gun and Gun Cart	2	\$ 38,666.667	\$ 77,333.33

** Price bid shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. Sales tax is not to be included in the bid price. Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.

Please Specify for Unit(s) Bid:

*MANUFACTURER: OCMIS MODEL: VR5

TOTAL BID PRICE (Items 1 and 2): **\$ 77,333.33

Bids must be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

THIS FORM CONTINUES ON THE NEXT PAGE. . .

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. The City of Fayetteville reserves the right to award the bid in its whole, by line item, or all rejection.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: KEELING COMPANY
Purchase Order/Payments shall be issued to this name

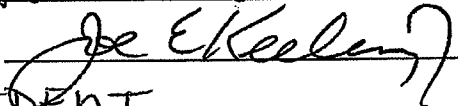
*BUSINESS ADDRESS: PO BOX 15310

*CITY: North Little Rock *STATE: AR *ZIP: 72231-5310

*PHONE: 501-945-4511 FAX: 501-945-5545

*E-MAIL: jeK@keelingcompany.com

*BY: (PRINTED NAME) JOE E KEELING JR

*AUTHORIZED SIGNATURE: 

*TITLE: PRESIDENT

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 11-71, Irrigation Reels
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before 2:00:00 as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.

- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City" which states the following:
 - i. *An employee of the City shall be permitted to conduct business with the City, provided the contract or job is for services, is submitted as a competitive bid, is approved by the City Council following disclosure of the direct or indirect financial interest of the individual employee, and the total sum payable under the contract does NOT exceed \$500.00.*
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to verify receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 the City of Fayetteville encourages all *qualified* small, minority and women's business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women's business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all State of Arkansas

agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually

performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**

- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of, or in any manner relating to this bid, or any contract entered related thereto, shall be governed by Arkansas law without regard to conflicts of law principles. Proposer hereby expressly and irrevocably waives any claim or defense in any action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- k) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the services called for in this Contract.
- l) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in the Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. ATTACHMENTS TO BID DOCUMENTS:

- a. N/A

City of Fayetteville
Bid 11-71, Irrigation Reels
Specifications: Hard Hose Traveler Axial Turbine Irrigation System, Gun and Gun Cart

1. INTRODUCTION

- a. This specification concerns two hard hose traveler axial turbine irrigation systems with guns and gun carts per the following specifications.
- b. Bid prices shall exclude applicable taxes; however, sales tax must be charged on all invoices submitted for payment as applicable to local, state, and federal law.
- c. All materials are FOB at the City of Fayetteville Biosolids Management Site, 16464 Wyman Road, Fayetteville, AR 72701.
- d. The City of Fayetteville reserves the right to deviate from estimated purchase quantities.
- e. Standing purchase orders will be issued and orders will be placed as needed by the using department. The City of Fayetteville offers an alternate payment method via a P-Card (Visa card). Payments received by this method are not required; however use of accepting payment via P-Card is encouraged as it allows payments to vendors within 24-48 hours as opposed to a net 30 day processing period.

2. DEFINITIONS

Wherever used in this specification, the following terms shall be understood to have the following definitions:

- a. "Owner" shall mean the City of Fayetteville, Arkansas, or its authorized agent.
- b. "Supplier" shall mean the individual, partnership, or corporation, whose bid to supply the items and work specified herein has been accepted by the Owner. "Supplier" shall also encompass any employee, partner, consultant, or subcontractor, to the winning bidder.
- c. "Work" shall mean the furnishing of all necessary equipment, ancillary items, and services required herein.

3. OWNERSHIP AND DELIVERY

Equipment supplied under this specification shall remain the property of the Supplier until delivery to and accepted by the City of Fayetteville. Deliveries for the equipment will only be accepted during normal business hours between 7:30 AM and 4:00 PM local time.

4. TERMS AND CONDITIONS

The City's standard Purchasing Terms and Conditions shall apply to the Work specified herein.

5. SCOPE OF WORK AND SERVICES

Furnish a total of two hard hose traveler axial turbine irrigation systems, guns and gun carts per the following specifications:

Hard Hose Traveler Axial Turbine Irrigation Systems:

- a. Tandem Axles (11L x 15" 10 Ply Tires)
- b. Heavy Duty Tubular Chassis Construction
- c. Center Axel Design for water weight load and mobility
- d. 270 Degree Turntable – special aircraft roller bearings
- e. Two Stabilizers
- f. Adjustable Tongue Hook – Up

- g. Gun Cart Lift
- h. Safety Shields and Guards (OSHA Standards)
- i. Solid Wall Drum Construction
- j. Dual Chain Drum Drive
- k. P.T.O Auxiliary Drive with PTO Shaft
- l. Continuous operating band break for backlash prevention in operation and a two position disc brake for backlash prevention in transport
- m. Turbine Drive – variable speed, axial flow, low flow, designed impellers, minimum pressure loss with drain plug.
- n. Pressure Gauges.
- o. Hose 4.10" ID x 1250 ft. long, high density heavy duty polyethylene.
- p. Mechanical Hose Guide – chain driven.
- q. Automatic Hose Retrieve Stop.
- r. Reel Speed Compensator for level application rates.
- s. Hose wrap ratio 16 to 1.
- t. 5" Plumbing for less friction loss
- u. Quick Couple Hose Disconnect
- v. Supply Hose Collapsible – 4.5" ID 30 ft. long with fittings both ends
- w. Supply Hose Storage Reel on Main Frame
- x. Paint and Primer high solid acrylic enamel
- y. 4" ten position butterfly valve
- z. 4" Ring Band Lock, Galvanized

Gun and Gun Cart:

- a. Full or Part Circle, Slow Return Gun
- b. Trajectory 24 Degree
- c. Nozzle: Taper Bore
- d. Galvanized square tubing frame
- e. Wheels – Front adjustable for tracking, front 16.5 x 16.5 load rating B, rear adjustable in and out, rear 9.51" x 15" 6 ply
- f. Drain Plug
- g. Length: 95"
- h. Width Adjustable: 74" to 86"
- i. Height: 87"
- j. Clearance: 42"

As manufactured by Amadas Industries C2400AT, axial turbine, gun and gun cart, or approved equal. Refer to item #3 under General Terms and Conditions listed on page 4.

6. WARRANTY:

Equipment shall include a one year manufacturer's warranty including all parts used in the manufacturing of the irrigation system, gun and gun cart. Hard hoses shall carry a five year pro-rated warranty of 1st year – 100%, 2nd year – 80%, 3rd year – 60%, 4th year 40%, and 5th year – 20% minimum. Warranty date shall start upon the delivery by the manufacturer and completion of the manufacturer's representative inspection and acceptance of the equipment by the City of Fayetteville. Warranty shall include complete shipping charges paid by the bidder both ways for transport of repairs.

7. APPROVAL REQUIREMENTS:

Supplier will submit specifications to the City for their approval before order is placed for the equipment.

City of Fayetteville
Bid 11-71, Irrigation Reels

Debarment Certification Form – THIS FORM SHALL BE SUBMITTED WITH ALL BIDS

As A BIDDER on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

1. Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: JOE E KEELING JR

COMPANY: KEELING COMPANY

PHYSICAL ADDRESS: 4227 E 43RD STREET NORTHLITTLE ROCK AR 72117

MAILING ADDRESS: P.O. BOX 15310 NORTH LITTLE ROCK AR 72231-5310

PHONE: 501-945-4511 FAX: 501-945-5545

EMAIL: jeK@keelingcompany.com

SIGNATURE: Joe Keeling

DATE: 12/01/11

NOTICE:

CAUSE: Debarment by an agency pursuant to FAR 9.406-2, GPO Instructions 110.11A, or PS Publication 41, for one or more of the following causes (a) conviction of or civil judgment for fraud violation of antitrust laws, embezzlement, theft, forgery, bribery, false statements, or other offenses indicating a lack of business integrity; (b) violation of the terms of a Government contract, such as a willful failure to perform in accordance with its terms or a history of failure to perform; or (c) any other cause of a serious and compelling nature affecting responsibility. (See Code N- Debarment pursuant to FAR 9.406 2(b)(2) Drug Free Workplace Act of 1988.)

TREATMENT: Contractors are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to renew or otherwise extend the duration of current contracts, or consent to subcontracts with these contractors, unless the City determines that there is a compelling reason for such action. Government prime contractors, when required by the terms of their contract, shall not enter into any subcontract equal to or in excess of \$25,000 with a contractor that is debarred, suspended, or proposed for debarment, unless there is a compelling reason to do so. Debarments are for a specified term as determined by the debarring agency and as indicated in the listing.

City of Fayetteville
Bid 11-71, Irrigation Reels
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations set forth in this request for proposal or bid. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

- 1.) NO KNOWN RELATIONSHIP EXISTS
- 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

JOE KEELING JR
Printed Name


Signature

12/01/11
Date

City of Fayetteville
Bid 11-71, Irrigation Reels
Statement of No Bid – If Applicable

N/A

In order to assist the Purchasing Division of Fayetteville in evaluating and improving our solicitation process, we are asking for completion of this form and returning via fax or e-mail. By submitting this form, it will assist us in evaluating all responses, improving our bid solicitation process, and maintaining a positive relationship with our vendors.

We, the undersigned, have declined to bid for the following reason(s):

1. _____ We do not offer this service/product
2. _____ Our schedule would not permit us to perform
3. _____ Unable to meet specifications
4. _____ Insufficient time to respond to the Invitation to Bid
5. _____ We are unable to meet bond requirements
6. _____ Other (Explain)

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL ADDRESS: _____

*BY :(PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____ *DATE: _____

*PLEASE LIST OTHER COMMENTS BELOW:

***Please note:** We appreciate your feedback on this form and are very interested in your reason for not bidding. Please do not hesitate to contact us at 479-575-8220 if you have questions, comments, or concerns regarding these bid documents.



4227 East 43rd Street
P.O. Box 15310
North Little Rock, AR 72115
PH. 501-945-4511, FAX 501-945-2766, Mobile 501-786-0962
Email: jeff@keelingcompany.com

I appreciate the opportunity to bid on the travelers you are looking to purchase and would like to highlight some of the features of the Ocmis brand reel we have on our bid. I think you will find the features beneficial to help in your decision to accept the Ocmis reels as an equal to the Amadas brand you have specified.

- Galvanized chassis and gun cart
- The most efficient turbine on the market
- 4-speed gearbox
- Ability to free debris from the turbine w/out having to disassemble turbine
- Double side water inlet
- Requires less pressure to operate compared to competition
- Parts distribution center located in Yukon, Oklahoma
- (*see enclosed brochure for more information not listed)

Keeling Company is a family owned and operated business here in Arkansas with a branch office in Springdale and Bentonville. We have been selling Ocmis reels since 2002 and feel we have a very knowledgeable and customer oriented sales force to help with any questions you may have before, during and after the sale. Please feel free to give me a call or email if you should have any questions about the machines we have submitted on our bid.

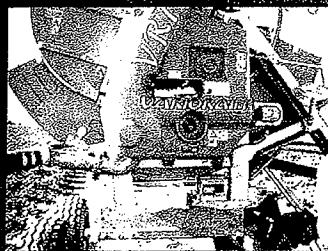
Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Keeling", written over a horizontal line.

Jeff Keeling



JEFF KEELING



Patented "Vario Rain"

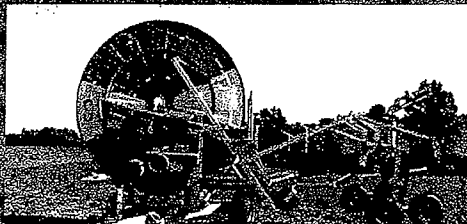
why OCMIS

As an OCMIS dealer, we realize you have a choice when it comes to traveler manufacturers and which brand to buy. We have chosen to represent OCMIS for several reasons that we know are important to you:



Engine Drive for Slurry

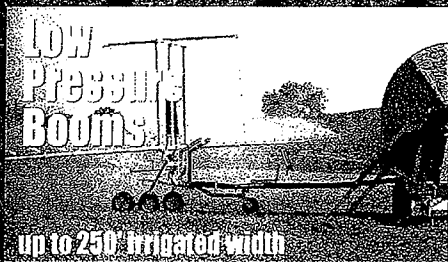
• OCMIS has a large network of dealers who buy direct from the factory in Italy and therefore have a competitive pricing advantage.



The Most Efficient Turbine

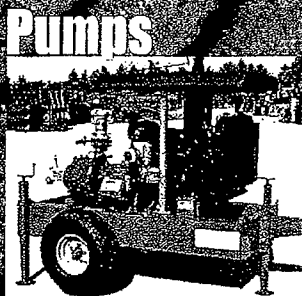
• OCMIS is ISO 9001 certified - an international standard for quality and productivity.

• OCMIS has a parts and technical service depot centrally located outside of Oklahoma City, OK (KID) which inventories parts to support your machines. We ship next day air to anywhere in the USA.



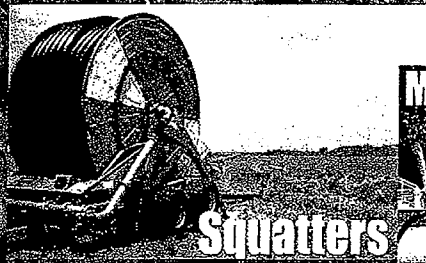
Low Pressure Booms

up to 250' irrigated width



Pumps

• OCMIS has over 35 years of proven experience in the industry, manufactures the complete machine, is financially sound and has been present in this market for over 13 years.



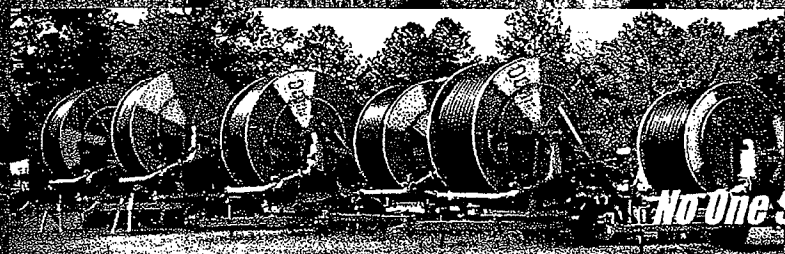
Squatters



Micro Rain

• OCMIS was the first to develop and patent the Vario Rain turbine/gearbox which is the most efficient turbine and gearbox on the market.

• OCMIS offers a galvanized chassis and gun cart as standard on their complete line of travelers. No one makes a broader range of sizes than OCMIS ranging from 1' to 5' in diameter and from 300' to 2500' in length.



No One Sells More **Travelers**