

City of Fayetteville Staff Review Form

2020-0818

Legistar File ID

10/20/2020

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Andrea Foren

9/30/2020

PURCHASING (160)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Resolution to award Bid 20-58, On-Call Electrical Services and a contract to Austin King, Inc. D/B/A King Electric for on-call as-needed electrical services for one year, beginning 11/4/2020 and including four one-year automatic renewals.

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
Project Number	Project Title
Budgeted Item? NA	Current Budget Funds Obligated
	Current Balance
	\$ -
Does item have a cost? NA	Item Cost
Budget Adjustment Attached? NA	Budget Adjustment
	\$ -
	Remaining Budget
	\$ -

V20180321

Purchase Order Number: \_\_\_\_\_

Previous Ordinance or Resolution # Res. 199-15

Change Order Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Comments:



**MEETING OF: OCTOBER 20, 2020**

**TO:** Mayor and City Council  
**THRU:** Paul A. Becker, Chief Financial Officer  
**FROM:** Andrea Foren, Purchasing Manager  
**DATE:** September 30, 2020

**SUBJECT: A Resolution to approve a multi-year contract for on-call electrical services with Austin King, Inc. D/B/A King Electric**

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**RECOMMENDATION:**

Approval of a Resolution to award Bid 20-58, On-Call Electrical Services and a contract to Austin King, Inc. D/B/A King Electric for on-call as-needed electrical services for one year, beginning 11/4/2020 and including four one-year automatic renewals.

**BACKGROUND:**

Electrical services are bid for a contract period of one year with an automatic option to renew for four additional one-year terms, for a possible contract term of five years. This contract is utilized by various City departments and divisions on an as needed, on-call basis. Single electrical projects that exceed the threshold for City Council approval, currently \$20,000, will require additional City Council approval.

**DISCUSSION:**

Bids were received from five vendors. King Electric is the lowest qualified responsive responsible bidder and has been awarded the electrical on-call contract for the past three contract terms. They continue to offer the City competitive pricing, exceptional customer service and are familiar with the City's electrical structure of various buildings and facilities.

**BUDGET/STAFF IMPACT:**

Budgeted funds will be utilized by each City department and division depending on their electrical project and repairs needed.

**Attachments:**

Contract for on-call electrical services, including the following appendices:

- Appendix A – City's Bid Package for Bid 20-58
- Appendix B – King Electric's bid submittal
- Appendix C – Recommendation for Award



This contract executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Fayetteville, Arkansas (City) and **Austin King, Inc. D/B/A King Electric** (King Electric, Vendor, Contractor) In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **King Electric** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per **Bid 20-58, Construction – On-Call Electrical Services** as stated in **King Electric** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 20-58**, all included herein as if spelled out word for word.
  - a. The City of Fayetteville shall pay **King Electric** for completion of the project based on prices indicated in **Appendix B**.
  - b. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources. Invoices shall be submitted itemized to the detail and breakout presented in the bid form.
2. The Contract documents which comprise the contract between the City of Fayetteville and **King Electric** consist of this Contract and the following documents attached hereto, and made a part hereof:
  - a. **Appendix A:** Bid package identified as **Bid 20-58, Construction – On-Call Electrical Services** with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings and issued addenda.
  - b. **Appendix B:** **King Electric's** bid proposal.
  - c. **Appendix C:** Recommendation for Award, inclusive of the bid tabulation
  - d. **Appendix D:** **King Electric** Certificate of Insurance
3. These Contract documents constitute the entire agreement between the City of Fayetteville and **King Electric** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **King Electric**.
4. **King Electric** shall not assign its duties under the terms of this agreement.
5. **King Electric** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **King Electric** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
6. **King Electric** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that applicable coverage exists for the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's

Compensation Insurance, **King Electric** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by Vendor.

- a. Workmen's Compensation: Statutory Amount
- b. Comprehensive General & Automobile Insurance: \$500,000 for each person injured.
- c. Bodily Injury Liability: \$1,000,000 for each accident.
- d. Property Damage Liability: \$1,000,000 aggregate.

- 7. **King Electric** shall furnish proof of licensure as required by all local and state agencies.
- 8. This contract may be terminated by the City of Fayetteville or **King Electric** with 30 calendar days written notice.
- 9. This contract shall be effective beginning on November 4, 2020, the day after the end of the contract previously approved by the Fayetteville City Council via Resolution 199-15.
  - a. The City agrees to reserve the right to automatically renew the contract for four (4) additional one (1) year terms. Renewals shall be automatic unless either **King Electric** or the City notifies the other of its intent to terminate the contract at the end of the contract period.
  - b. Single projects exceeding the threshold for City Council approval will require additional approval from the Fayetteville City Council.
  - c. Single projects over the City Council threshold shall require a one hundred percent (100%) performance and payment bond. Performance and Payment bonds shall be provided to the City after being file marked at the Washington County Circuit Clerk's Office.
  - d. **King Electric** shall warranty work performed under this contract for a period of one (1) full year from the date of final payment for each project awarded under this contract.
- 10. Freedom of Information Act: City of Fayetteville 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 photo copying costs pursuant to the FOIA may be assessed for this compliance.
- 11. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.
- 12. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case. The City will not agree to be forced to mediate or arbitrate any dispute.
- 13. Contractor's Representations:
  - a. **King Electric** has examined and carefully studied all contract documents.
  - b. **King Electric** shall visit the project sites and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
  - c. **King Electric** is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

- d. **King Electric** will carefully study all:
  - A. Reports of explorations and tests of subsurface conditions at or contiguous to project sites and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
  - B. Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. **King Electric** acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in project documents with respect to Underground Facilities at or contiguous to the Site.
- e. **King Electric** will obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to project sites or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by **King Electric** and safety precautions and programs incident thereto.
- f. **King Electric** does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- g. **King Electric** is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- h. **King Electric** has correlated the information known to **King Electric**, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- i. **King Electric** has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that **King Electric** has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to **King Electric**.
- j. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- k. **King Electric** is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.
- l. Any use of a third-party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

14. Liens: No liens against this construction project are allowed. Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires, and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

15. Liquidated Damages: N/A


16. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all qualified small, minority and women 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 business enterprises.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

CITY OF FAYETTEVILLE, ARKANSAS

AUSTIN KING, INC. D/B/A KING ELECTRIC

By: \_\_\_\_\_  
Lioneld Jordan, Mayor

By:  \_\_\_\_\_  
Chris King, Owner

ATTEST:

By: \_\_\_\_\_  
Kara Paxton, City Clerk

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Contract for Bid 20-58

Appendix A

City Bid Package



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

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 20-58, Construction – On-Call Electrical Services**

**DEADLINE: Tuesday, July 07, 2020 before 2:00:00 PM, Local Time**

**PRE-BID: Thursday, June 25, 2020 at 2:00 PM; Local Time**

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

**PURCHASING AGENT: Adonis Bwashi, [abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov)**

**DATE OF ISSUE AND ADVERTISEMENT: Friday June 14 and June 21, 2020**

### INVITATION TO BID

#### Bid 20-58, Construction - On-Call Electrical Services

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled 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: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Fayetteville**

City of Fayetteville, AR

Bid 20-58, Construction – On-Call Electrical Services

Page 1 of 24



**Bid 20-58, Construction – On-Call Electrical Services  
Advertisement**

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**City of Fayetteville, Arkansas  
INVITATION TO BID  
Bid 20-58, Construction – On-Call Electrical Services**

The City of Fayetteville is accepting sealed bids from properly licensed and authorized electrical contractors for providing electrical services on an as-needed basis for a one (1) year term with the option to renew for four (4) additional one (1) year terms. Questions should be addressed to Adonis Bwashi, Purchasing Agent at [abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov) or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled with the project name and/or description. All bids shall be received by **Tuesday, July 07, 2020 before 2:00:00 PM, Local Time** at the City of Fayetteville, Purchasing Division address listed below. A public bid opening will be conducted shortly after the deadline at City Hall. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

City of Fayetteville  
Purchasing Division – Room 306  
113 West Mountain Street  
Fayetteville, AR 72701

Bidding documents shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Addendums will be posted on the City's website at <http://fayetteville-ar.gov/bids>.

All vendors intending on bidding SHALL register as a plan holder by notifying Adonis Bwashi, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

A non-mandatory pre-bid conference will be held on **Thursday, June 25, 2020 at 10:00 AM, Local Time** virtually. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bid Documents shall be obtained from the City of Fayetteville Purchasing Division electronically, at no cost. No partial sets will be issued.

All vendors intending on bidding shall register as a plan holder by notifying Adonis Bwashi, Purchasing Agent, via e-mail at [abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov). When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. Failure to register as a plan holder can result in your bid being rejected. Sub-Contractors and suppliers are also strongly encouraged to obtain documents directly from the City and get registered as a plan holder.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A contractor's license from the State of Arkansas Contractor's Licensing Board is not required at the time of bid; however, no contractor shall submit a bid under this prior to submitting application for licensure. The City shall not execute any construction contract unless and until the successful bidder for the project furnishes an appropriate license issued by the board.

Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

The City reserves the right to reject any or all Bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the City for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the City because of such rejections. The filing of any Bid in response to this

invitation shall constitute an agreement of the Bidder to these conditions. Awarding this project shall be contingent upon grant funding being approved and received.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women 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 business enterprises.

Bids must remain in effect for 120 days after the bid opening date.

City of Fayetteville

By: Adonis Bwashi, Purchasing Agent

P: 479.575.8220 Email: [abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov)

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 06/12/2020 & 06/19/2020

Appendix A  
Contract for Bid 20-38  
City's Bid Package

**City of Fayetteville, Arkansas**

**Bid 20-58, Construction - On-Call Electrical Contractor**

<b>Date Issued:</b> Wednesday, June 02, 2020	<b>Deadline:</b> Thursday, July 16, 2020 before 2:00 PM, local time
<b>F.O.B</b> Fayetteville, Arkansas as needed	<b>Purchasing Agent Contact Information</b> Adonis Bwashi, (479) 575-8256, abwashi@fayetteville-ar.gov

**SECTION A: Materials (Estimated Annual)**

ITEM	DESCRIPTION	MARK UP %	CONTRACTORS MATERIAL COST ESTIMATE	ESTIMATED MATERIAL COST WITH MARK UP %
1	Material (Cost plus %) \$0-\$100	% x	\$ 1,000.00 =	\$
2	Material (Cost plus %) \$101-\$500	% x	\$ 1,000.00 =	\$
3	Material (Cost plus %) \$501-\$1000	% x	\$ 5,000.00 =	\$
4	Material (Cost plus %) \$1001-\$5000	% x	\$ 5,000.00 =	\$
5	Material (Cost plus %) \$5000 and up	% x	\$ 65,000.00 =	\$
6	Rental Equipment (Cost plus %)	% x	\$ 10,000.00 =	\$

**Total Bid, Section A (Items 1-6):** \$

**Section B: Hours (Estimated Annual)**

ITEM	DESCRIPTION	ESTIMATED HOURS PER	PRICE/HOUR	ESTIMATED COST
7	Journeyman Electrician - Straight/Regular Time	500 x	\$	\$
8	Journeyman Electrician - Nights and Weekends	25 x	\$	\$
9	Journeyman Electrician - Holiday	10 x	\$	\$
10	Apprentice Electrician - Straight/Regular Time	500 x	\$	\$
11	Apprentice Electrician - Nights an Weekends	25 x	\$	\$
12	Apprentice Electrician - Holidays	10 x	\$	\$
13	Electrician's Helper - Straight/Regular Time	500 x	\$	\$
14	Electrician's Helper - Nights and Weekends	25 x	\$	\$
15	Electrician's Helper - Holidays	10 x	\$	\$
16	Foreman/Supervisor - Straight/Regular Time	200 x	\$	\$
17	Foreman/Supervisor - Nights and Weekends	25 x	\$	\$
18	Foreman/Supervisor - Holidays	10 x	\$	\$
19	General Laborer - Straight/Regular Time	300 x	\$	\$
20	General Laborer - Nights and Weekends	20 x	\$	\$
21	General Laborer - Holidays	10 x	\$	\$

**Total Bid, Section B (Items 7-21):** \$

**Total Base Bid** \$ \_\_\_\_\_

**Section A + Section B (Sum of Items 1-21):**

NAME OF FIRM

## EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall 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. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall 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 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.

\_\_\_\_\_ 1.) NO KNOWN RELATIONSHIP EXISTS

\_\_\_\_\_ 2.) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. 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.
  - a. 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.
  - b. Your signature below 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.

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

\*NAME OF FIRM: \_\_\_\_\_

*Purchase Order/Payments shall be issued to this name*

\*D/B/A or Corporation Name \_\_\_\_\_

\*BUSINESS ADDRESS: \_\_\_\_\_

\*CITY: \_\_\_\_\_ \*STATE: \_\_\_\_\_ \*ZIP: \_\_\_\_\_

\*PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

\*E-MAIL: \_\_\_\_\_

\*BY: (PRINTED NAME) \_\_\_\_\_

\*AUTHORIZED SIGNATURE: \_\_\_\_\_

\*TITLE: \_\_\_\_\_

DUNS NUMBER: \_\_\_\_\_ CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: \_\_\_\_\_

Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

**ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID.**  
**FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM**  
**IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

## **PART ONE - DEFINED TERMS**

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, which submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

## **PART TWO - COPIES OF BIDDING DOCUMENTS**

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## **PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3 Bidders shall promptly notify Architect of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Architect by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville and Architect do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Architect are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS**

- 4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the

## **PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA**

- 5.1** If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Architect not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2** Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3** Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.
- 5.4** Bidder assumes all responsibility for checking the City's website at [www.accessfayetteville.org](http://www.accessfayetteville.org) for updates and addenda issued to this project.

## **PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES**

- 6.1** The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

## **PART SEVEN - PRICES**

- 7.1** Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.
- 7.2** Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3** By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required and has reviewed the Drawings and Specifications to verify the full scope of the Work.

## **PART EIGHT - BID FORM**



- 8.1** Bids are due as indicated in the Advertisement for Bids.
- 8.2** Bids must be made out in ink on the Bid Form included in these Bidding Documents. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3** Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.4** Address sealed bids to City of Fayetteville and deliver to the address given in the Advertisement for Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5** Acceptance of deductive alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate, if presented, will be provided on the Bid Form. The price of the Bid for each deductive alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6** No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

#### **PART NINE - SIGNATURE ON BIDS**

- 9.1** If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2** All names must be typed or printed in black ink below the signature.
- 9.3** The address and telephone number for communications regarding the Bid must be shown.

- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

#### **PART TEN - BID SECURITY**

- 10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement For Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- 10.2 The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

#### **PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND**

- 11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.
- 11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
- 11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
- 11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
- 11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.
- 11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein

specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

- 11.7** The bonds shall be presented to the City after being file marked at the Washington County Circuit Clerk's Office. Multiple copies of the original bonds may be necessary for filing purposes.

#### **PART TWELVE - CONTRACT TIME**

- 12.1** The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

#### **PART THIRTEEN - LIQUIDATED DAMAGES**

- 13.1** Provisions for liquidated damages, if any, are set forth in the Bid Form.

#### **PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS**

- 14.1** Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

#### **PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS**

- 15.1** Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

#### **PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW**

- 16.1** A Contractor's License is required to bid this project, however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of \$20,000.

#### **PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS**

- 17.1** To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Architect's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

#### **PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS**

- 18.1** Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.

- 18.2** More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3** Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4** Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5** Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6** Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7** Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

#### **PART NINETEEN - OPENING OF BIDS**

- 19.1** Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

#### **PART TWENTY - CONSIDERATION OF BIDS**

- 20.1** After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2** In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3** City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

#### **PART TWENTY-ONE - RIGHT TO REJECT BIDS**

- 21.1** City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2** City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

#### **PART TWENTY-TWO - AWARDING OF CONTRACT**

- 22.1** City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

#### **PART TWENTY-THREE - RETAINAGE**

- 23.1** Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

#### **PART TWENTY-FOUR - SIGNING OF AGREEMENT**

- 24.1** When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

#### **PART TWENTY-FIVE - MATERIALS GUARANTY**

- 25.1** Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

#### **PART TWENTY-SIX - FAMILIARITY WITH LAWS**

- 26.1** 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 Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the

contract.

## **PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS**

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1** Americans with Disabilities Act.
- 27.2** Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3** Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

## **PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED**

- 28.1** All **bidders** shall have past experience in providing similar work as described for this project. The City of Fayetteville reserves the right to reject for inadequate experience. A minimum of four (4) references are required.

End of Section

Appendix A  
Contract for Bid 20-38  
City's Bid Package

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall 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 shall 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 the time 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".
- b. All bidders shall promptly notify Adonis Bwashi, 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 ensure 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 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 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 JURISDICITON:

- 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 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 shall not 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 Adonis Bwashi immediately via telephone (479.575.8220) or e-mail ([abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov)). 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 Adonis Bwashi, City of Fayetteville, Purchasing Agent via e-mail ([abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov)) 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 Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
  - l. 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 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.
  - m. 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 these 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. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
  - b. Order Date
  - c. Delivery date or the date of services
  - d. Name of the City Employee that requested or picked up the goods, materials, or service
  - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

**27. ATTACHMENTS TO BID DOCUMENTS:**

- a. **Appendix I:** Vendor Invoice Summary for the last 4 years

**City of Fayetteville**

**ALL BIDDERS SHALL READ THIS “TECHNICAL SPECIFICATION” SECTION WITH BID. FAILURE TO SUBMIT A RESPONSE ON THIS “TECHNICAL SPECIFICATION” FORM IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

**BIDDING REQUIREMENTS:**

**1. GENERAL –**

- 1.1 The City requires the services of an Electrical Contractor to provide labor, material, materials, and equipment to perform repairs, new installations, and any necessary service to various City buildings and projects.
- 1.2 The City reserves the right to bid any project. This is not an exclusive contract.
- 1.3 The contractor may be required to do emergency repairs at times other than normal working hours. The contractor shall be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall include a response time.
- 1.4 On site emergency response time shall be no more than one (1) hour after notification. Regular response time shall be no more than two to three days after contact. Bidder shall include mileage and travel time as part of this agreement. The City shall not assume mileage or travel time costs.
- 1.5 The City anticipates \$74,000 of services for various projects during the each contract term. This quantity is approximate and represents the estimated requirement for the contract period.
- 1.6 The City shall not be obligated to purchase more or less than the estimated quantities listed. The City reserves the right to purchase more or less via an on-call basis depending upon actual needs during the contract period.
- 1.7 Bidders shall furnish evidence that they have past experience in the type of work as outlined in the bid specifications and shall include specific experience. A minimum of three (3) references must be submitted with each bid.
- 1.8 Contractor shall have been a licensed electrical contractor with the State of Arkansas for a minimum of five (5) years. Current valid contractor’s license is required and shall be valid at time of bid.
- 1.9 The Bidder shall possess the correct occupational licenses, all professional licenses and any other authorizations necessary to carry out and perform the work required by the project **AT THE TIME OF BID SUBMISSION** pursuant to all applicable Federal, State, and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.
- 1.10 The Contractor shall be responsible for obtaining all required permits; however, fees for all

permits will be waived and shall not be included in pricing.

- 1.11 All work shall be performed in a good, workmanship like manner and shall conform to codes enforced by the City Inspection Division.
- 1.12 In the event a project is deemed to exceed \$20,000, the City department requesting service and the Purchasing department shall be notified immediately.
- 1.13 Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, etc. Prices quoted shall be firm for the term of the contract.
- 1.14 The Contractor shall employ a competent and thoroughly experienced superintendent capable of handling all phases of each project including any necessary assistants to complete each project. When any work under this contract is being performed, the City and necessary employees shall be present at the job site. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.
- 1.15 Major and important directions shall be confirmed in writing to the Contractor, other directions shall be so confirmed upon written request of the Contractor.
- 1.16 The Superintendent shall be in complete and responsible charge of the project for the Contractor and shall not be superseded by any other personnel of the Contractor. The Contractor shall submit the name of the proposed Superintendent for the Contractor and shall furnish a telephone number or numbers through which the Superintendent may be reached 24 hours each day of the contract duration.
- 1.17 The Contractor shall provide efficient supervision for the work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications, and other instructions and shall report at once to the Project Manager any error, inconsistency, or omission which he may discover, but he shall not be held responsible for the existence or discovery.
- 1.18 In the event the City becomes unhappy with hours billed on projects, quality of work, timeliness of performance or any other manner, the City reserves the right to cancel this contract within thirty (30) days written notice at no penalty to the City.
- 1.19 Any work orders associated with All City Owned and Leased Buildings will be directed from Facilities Management.
- 1.20 Any other work orders associated will be directed through their respective division.

# Vendor Invoice Summary

Invoice Date Range 01/01/17 - 12/31/17  
Sort By Vendor

Vendor	Number of Invoices	Total Invoice Amount
5974 - King Electrical Contr Inc	73	128,841.77
Grand Totals	73	\$128,841.77

Appendix A  
Contract for Bid 20-38  
City's Bid Package



## Vendor Invoice Summary

Invoice Date Range 01/01/18 - 12/31/18  
Sort By Vendor

Vendor	Number of Invoices	Total Invoice Amount
5974 - King Electrical Contr Inc	61	147,085.45
Grand Totals	61	\$147,085.45

Appendix A  
Contract for Bid 20-38  
City's Bid Package

## Vendor Invoice Summary

Invoice Date Range 01/01/19 - 12/31/19  
Sort By Vendor

Vendor	Number of Invoices	Total Invoice Amount
5974 - King Electrical Contr Inc	81	115,809.15
Grand Totals	81	\$115,809.15

Appendix A  
Contract for Bid 20-38  
City's Bid Package

# Vendor Invoice Summary

Invoice Date Range 01/01/20 - 06/09/20  
Sort By Vendor

Vendor	Number of Invoices	Total Invoice Amount
5974 - King Electrical Contr Inc	31	51,289.00
Grand Totals	31	\$51,289.00

Appendix A  
Contract for Bid 20-38  
City's Bid Package

# Bid 20-58, Addendum 1



**Date:** Tuesday June 16, 2020

**To:** All Prospective Vendors

**From:** Adonis Bwashi – 479.575.8220 – [abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov)

**RE:** Bid 20-58, Construction – On-Call Electrical Services

CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. This Addendum includes a revised bid form which shall be used by all bidders. Failure to submit the correct revised bid form in a printed sealed format shall result in bid rejection. Bidders shall submit a copy of the enclosed revised bid form, this addendum, and all other required documents
2. Clarification attached are as follows:
  - a. The Bid Table for Bid 20-58 (Required document) has been updated. Please download, complete, and re-upload Bid Table with Ref.# **BT-071R** with description: **BID TAB 20-58, CONSTRUCTION – ON-CALL ELECTRICAL SERVICES**. Please ignore Ref.# BT-14JK. The Bid Table has been consolidated to facilitate submission and Total Base Bid calculation.

# Bid 20-58, Addendum 2



**Date:** Wednesday July 1, 2020

**To:** All Prospective Vendors

**From:** Adonis Bwashi – 479.575.8220 – [abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov)

**RE:** Bid 20-58, Construction – On-Call Electrical Services

CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

This Addendum includes a deadline clarification which shall be used by all bidders.

1. Clarification confirmed are as follows:

a. **Bid Deadline: Tuesday, July 07, 2020 before 2:00:00 PM, Local Time**

Contract for Bid 20-58

Appendix B

Bid Submittal –

King Electric

D/B/A Austin King, Inc.

## Responses

Success: All data is valid!

Status	#	DESCRIPTION	Quantity	Unit of Measure	Numeric	ESTIMATED COST
					Unit Price	

### SECTION B: HOURS (ESTIMATED ANNUAL)

Success: All values provided	#1-1	Journeyman Electrician - Straight/Regular Time	500	Hour	\$ 40.00	\$ 20,000.00
Success: All values provided	#1-2	Journeyman Electrician - Nights and Weekends	25	Hour	\$ 54.00	\$ 1,350.00
Success: All values provided	#1-3	Journeyman Electrician - Holiday	10	Hour	\$ 54.00	\$ 540.00
Success: All values provided	#1-4	Apprentice Electrician - Straight/Regular Time	500	Hour	\$ 30.00	\$ 15,000.00
Success: All values provided	#1-5	Apprentice Electrician - Nights an Weekends	25	Hour	\$ 40.00	\$ 1,000.00
Success: All values provided	#1-6	Apprentice Electrician - Holidays	10	Hour	\$ 40.00	\$ 400.00
Success: All values provided	#1-7	Electrician's Helper - Straight/Regular Time	500	Hour	\$ 10.00	\$ 5,000.00
Success: All values provided	#1-8	Electrician's Helper - Nights and Weekends	25	Hour	\$ 14.00	\$ 350.00
Success: All values provided	#1-9	Electrician's Helper - Holidays	10	Hour	\$ 14.00	\$ 140.00
Success: All values provided	#1-10	Foreman/Supervisor - Straight/Regular Time	200	Hour	\$ 40.00	\$ 8,000.00
Success: All values provided	#1-11	Foreman/Supervisor - Nights and Weekends	25	Hour	\$ 54.00	\$ 1,350.00
Success: All values provided	#1-12	Foreman/Supervisor - Holidays	10	Hour	\$ 54.00	\$ 540.00
Success: All values provided	#1-13	General Laborer - Straight/Regular Time	300	Hour	\$ 11.00	\$ 3,300.00
Success: All values provided	#1-14	General Laborer - Nights and Weekends	20	Hour	\$ 15.00	\$ 300.00
Success: All values provided	#1-15	General Laborer - Holidays	10	Hour	\$ 15.00	\$ 150.00

### SECTION A: MATERIALS (ESTIMATED ANNUAL)

Success: All values provided	#2-1	Material (Cost plus %) \$0-\$100	1000	Mark up %	\$ 1.15	\$ 1,150.00
Success: All values provided	#2-2	Material (Cost plus %) \$101-\$500	1000	Mark up %	\$ 1.15	\$ 1,150.00
Success: All values provided	#2-3	Material (Cost plus %) \$501-\$1000	5000	Mark up %	\$ 1.15	\$ 5,750.00
Success: All values provided	#2-4	Material (Cost plus %) \$1001-\$5000	5000	Mark up %	\$ 1.15	\$ 5,750.00
Success: All values provided	#2-5	Rental Equipment (Cost plus %)	10000	Mark up %	\$ 1.00	\$ 10,000.00
Success: All values provided	#2-6	Material (Cost plus %) \$5000 and up	65000	Mark up %	\$ 1.10	\$ 71,500.00



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

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 20-58, Construction – On-Call Electrical Services

**DEADLINE: Tuesday, July 07, 2020 before 2:00:00 PM, Local Time**

PRE-BID: Thursday, June 25, 2020 at 2:00 PM; Local Time

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

PURCHASING AGENT: Adonis Bwashi, [abwashi@fayetteville-ar.gov](mailto:abwashi@fayetteville-ar.gov)

DATE OF ISSUE AND ADVERTISEMENT: Friday June 14 and June 21, 2020

## INVITATION TO BID

### Bid 20-58, Construction - On-Call Electrical Services

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled 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: King Electric  
Contact Person: Chris King Title: President  
E-Mail: Chris@CKingelectric.net Phone: 479-443-0006  
Business Address: 2145 W Moore Lane  
City: Fayetteville State: AR Zip: 72704  
Signature: CS King Date: 6-19-20

City of Fayetteville

City of Fayetteville, AR

Bid 20-58, Construction – On-Call Electrical Services

Page 1 of 24



# City of Fayetteville, Arkansas

## Bid 20-58, Construction - On-Call Electrical Contractor

**Date Issued:**  
Wednesday, June 02, 2020

**Deadline:**  
Thursday, July 16, 2020 before 2:00 PM, local time

**F.O.B**  
Fayetteville, Arkansas as needed

**Purchasing Agent Contact Information**  
Adonis Bwashi, (479) 575-8256, abwashi@fayetteville-ar.gov

### SECTION A: Materials (Estimated Annual)

ITEM	DESCRIPTION	MARK UP %	CONTRACTORS MATERIAL COST ESTIMATE	ESTIMATED MATERIAL COST WITH MARK UP %
1	Material (Cost plus %) \$0-\$100	15 %	\$ 1,000.00	\$ 1150.00
2	Material (Cost plus %) \$101-\$500	15 %	\$ 1,000.00	\$ 1150.00
3	Material (Cost plus %) \$501-\$1000	15 %	\$ 5,000.00	\$ 5750.00
4	Material (Cost plus %) \$1001-\$5000	15 %	\$ 5,000.00	\$ 5750.00
5	Material (Cost plus %) \$5000 and up	10 %	\$ 65,000.00	\$ 71,500.00
6	Rental Equipment (Cost plus %)	0 %	\$ 10,000.00	\$ 10,000.00

**Total Bid, Section A (Items 1-6):** \$ 95,300.00

### Section B: Hours (Estimated Annual)

ITEM	DESCRIPTION	ESTIMATED HOURS PER	PRICE/HOUR	ESTIMATED COST
7	Journeyman Electrician - Straight/Regular Time	500	\$ 40.00	\$ 20,000.00
8	Journeyman Electrician - Nights and Weekends	25	\$ 54.00	\$ 1350.00
9	Journeyman Electrician - Holiday	10	\$ 54.00	\$ 540.00
10	Apprentice Electrician - Straight/Regular Time	500	\$ 30.00	\$ 15,000.00
11	Apprentice Electrician - Nights an Weekends	25	\$ 40.00	\$ 1,000.00
12	Apprentice Electrician - Holidays	10	\$ 40.00	\$ 400.00
13	Electrician's Helper - Straight/Regular Time	500	\$ 10.00	\$ 5,000.00
14	Electrician's Helper - Nights and Weekends	25	\$ 14.00	\$ 350.00
15	Electrician's Helper - Holidays	10	\$ 14.00	\$ 140.00
16	Foreman/Supervisor - Straight/Regular Time	200	\$ 40.00	\$ 8,000.00
17	Foreman/Supervisor - Nights and Weekends	25	\$ 54.00	\$ 1,350.00
18	Foreman/Supervisor - Holidays	10	\$ 54.00	\$ 540.00
19	General Laborer - Straight/Regular Time	300	\$ 11.00	\$ 3,300.00
20	General Laborer - Nights and Weekends	20	\$ 15.00	\$ 300.00
21	General Laborer - Holidays	10	\$ 15.00	\$ 150.00

**Total Bid, Section B (Items 7-21):** \$ 57,420.00

**Total Base Bid** \$ 152,720.00

**Section A + Section B (Sum of Items 1-21):**

**NAME OF FIRM**

King Electric

## EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall 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. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall 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 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.

 1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. 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.
  - a. 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.
  - b. Your signature below 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.



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

\*NAME OF FIRM: King Electric

*Purchase Order/Payments shall be issued to this name*

\*D/B/A or Corporation Name Austin King Inc.

\*BUSINESS ADDRESS: 2145 W Moore Lane

\*CITY: Fayetteville \*STATE: AR \*ZIP: 72204

\*PHONE: 479 443 0006 FAX: \_\_\_\_\_

\*E-MAIL: chrisk@kingelectric.net

\*BY: (PRINTED NAME) Chris King

\*AUTHORIZED SIGNATURE: CB King

\*TITLE: President

DUNS NUMBER: \_\_\_\_\_ CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: 62-1665009

Acknowledge Addendums:

Addendum No. 1 Dated: 6-16-20 Acknowledged by: CB King

Addendum No. 2 Dated: 7-1-20 Acknowledged by: CB King

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

**ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID.  
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM  
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

Chris King  
2145 W Moore Lane  
Fayetteville Arkansas



**AIA**<sup>®</sup>**Document A310<sup>™</sup> – 2010****Bid Bond****CONTRACTOR:***(Name, legal status and address)*

King Electrical Contractors, Inc.  
 2145 W. Moore Lane  
 Fayetteville, AR 72704

**SURETY:***(Name, legal status and principal place of business)*

United Fire & Casualty Company  
 P. O. Box 73909  
 Cedar Rapids, IA 52407

**OWNER:***(Name, legal status and address)*

City of Fayetteville, Arkansas  
 113 W. Mountain  
 Fayetteville, AR 72701

**BOND AMOUNT:** \$Five Percent of Bid Amount---(5%)**PROJECT:***(Name, location or address, and Project number, if any)*

Bid 20-58, Construction - On-Call Electrical Services

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of July, 2020

King Electrical Contractors, Inc.

*(Contractor as Principal)*

*(Seal)*

*(Witness)*

*(Title)*

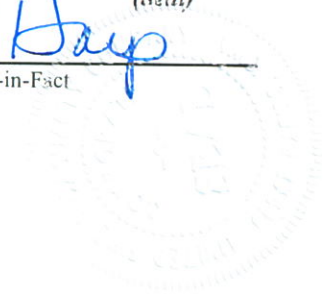
United Fire & Casualty Company

*(Surety)*

*(Seal)*

*(Witness)*

*Pamela K Hays*  
*(Title)* Pamela K. Hays, Attorney-in-Fact







UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

WILLIAM H. GRIFFIN, CYNTHIA L. TRICKEY, NICK W. PETERS, JAMES R. RAMSAY, PAMELA K. HAYS, GRANT HUDDLESTON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 18th day of February, 2021 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

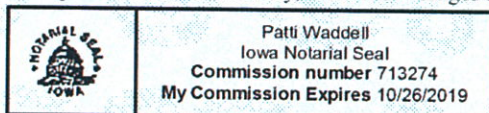
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 18th day of February, 2019

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of February, 2019, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 7th day of July, 2020.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

BPOA0045 122017



Contract for Bid 20-58

Appendix C

Recommendation for Award



## BID TABULATION

### Bid 20-58, CONSTRUCTION - ON-CALL ELECTRICAL CONTRACTOR

				3M Electric LLC		Axis Electric, LLC		King Electric		Midland Industrial Services, LLC		Multi- Craft Contractors	
Total Cost Selected # Selected (\$)				\$237,187.50		\$231,890.00		\$152,720.00		\$236,350.00		\$221,555.00	
				0 \$0		0 \$0		21 \$152,720.00		0 \$0		0 \$0	
#	Items	Quantity	Unit of Measure	Unit Price	ESTIMATED COST	Unit Price	ESTIMATED COST	Unit Price	ESTIMATED COST	Unit Price	ESTIMATED COST	Unit Price	ESTIMATED COST
1	SECTION B: HOURS (Estimated Annual)												
#1-1	Journeyman Electrician - Straight/Regular Time	500	Hour	\$70	\$35,000.00	\$60	\$30,000.00	\$40	\$20,000.00	\$65	\$32,500.00	\$61	\$30,500.00
#1-2	Journeyman Electrician - Nights and Weekends	25	Hour	\$105	\$2,625.00	\$90	\$2,250.00	\$54	\$1,350.00	\$70	\$1,750.00	\$91.50	\$2,287.50
#1-3	Journeyman Electrician - Holiday	10	Hour	\$140	\$1,400.00	\$90	\$900	\$54	\$540	\$80	\$800	\$122	\$1,220.00
#1-4	Apprentice Electrician - Straight/Regular Time	500	Hour	\$55	\$27,500.00	\$60	\$30,000.00	\$30	\$15,000.00	\$60	\$30,000.00	\$54	\$27,000.00
#1-5	Apprentice Electrician - Nights an Weekends	25	Hour	\$82.50	\$2,062.50	\$90	\$2,250.00	\$40	\$1,000.00	\$70	\$1,750.00	\$81	\$2,025.00
#1-6	Apprentice Electrician - Holidays	10	Hour	\$110	\$1,100.00	\$90	\$900	\$40	\$400	\$80	\$800	\$108	\$1,080.00
#1-7	Electrician's Helper - Straight/Regular Time	500	Hour	\$55	\$27,500.00	\$60	\$30,000.00	\$10	\$5,000.00	\$60	\$30,000.00	\$54	\$27,000.00
#1-8	Electrician's Helper - Nights and Weekends	25	Hour	\$82.50	\$2,062.50	\$90	\$2,250.00	\$14	\$350	\$70	\$1,750.00	\$81	\$2,025.00
#1-9	Electrician's Helper - Holidays	10	Hour	\$110	\$1,100.00	\$90	\$900	\$14	\$140	\$80	\$800	\$108	\$1,080.00
#1-10	Foreman/Supervisor - Straight/Regular Time	200	Hour	\$85	\$17,000.00	\$60	\$12,000.00	\$40	\$8,000.00	\$65	\$13,000.00	\$62.50	\$12,500.00
#1-11	Foreman/Supervisor - Nights and Weekends	25	Hour	\$127.50	\$3,187.50	\$90	\$2,250.00	\$54	\$1,350.00	\$70	\$1,750.00	\$84.50	\$2,112.50
#1-12	Foreman/Supervisor - Holidays	10	Hour	\$170	\$1,700.00	\$90	\$900	\$54	\$540	\$80	\$800	\$106.50	\$1,065.00
#1-13	General Laborer - Straight/Regular Time	300	Hour	\$55	\$16,500.00	\$60	\$18,000.00	\$11	\$3,300.00	\$60	\$18,000.00	\$42.50	\$12,750.00
#1-14	General Laborer - Nights and Weekends	20	Hour	\$82.50	\$1,650.00	\$90	\$1,800.00	\$15	\$300	\$65	\$1,300.00	\$57	\$1,140.00
#1-15	General Laborer - Holidays	10	Hour	\$110	\$1,100.00	\$90	\$900	\$15	\$150	\$70	\$700	\$72	\$720
2	SECTION A: MATERIALS (Estimated Annual)												
#2-1	Material (Cost plus %) \$0-\$100	1000	Mark up %	\$1.10	\$1,100.00	\$1.12	\$1,120.00	\$1.15	\$1,150.00	\$1.20	\$1,200.00	\$1.50	\$1,500.00
#2-2	Material (Cost plus %) \$101-\$500	1000	Mark up %	\$1.10	\$1,100.00	\$1.12	\$1,120.00	\$1.15	\$1,150.00	\$1.20	\$1,200.00	\$1.30	\$1,300.00
#2-3	Material (Cost plus %) \$501-\$1000	5000	Mark up %	\$1.10	\$5,500.00	\$1.11	\$5,550.00	\$1.15	\$5,750.00	\$1.20	\$6,000.00	\$1.20	\$6,000.00
#2-4	Material (Cost plus %) \$1001-\$5000	5000	Mark up %	\$1.10	\$5,500.00	\$1.11	\$5,550.00	\$1.15	\$5,750.00	\$1.20	\$6,000.00	\$1.15	\$5,750.00
#2-5	Rental Equipment (Cost plus %)	10000	Mark up %	\$1.10	\$11,000.00	\$1.11	\$11,100.00	\$1	\$10,000.00	\$1.15	\$11,500.00	\$1.10	\$11,000.00
#2-6	Material (Cost plus %) \$5000 and up	65000	Mark up %	\$1.10	\$71,500.00	\$1.11	\$72,150.00	\$1.10	\$71,500.00	\$1.15	\$74,750.00	\$1.10	\$71,500.00
*Highlighting Notes Corrected Calculation Error													

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



# Bid 20-58, Construction – On-Call Electrical Services - 1 - Bid 20-58, Construction – On-Call Electrical Services - 1

## Project Overview

Project Details	
Reference ID	Bid 20-58, Construction – On-Call Electrical Services - 1
Project Name	Bid 20-58, Construction – On-Call Electrical Services - 1
Project Owner	Andrea Foren
Project Type	ITB
Department	Purchasing
Project Description	The City of Fayetteville is accepting sealed bids from properly licensed and authorized electrical contractors for providing electrical services on an as-needed basis for a one (1) year term with the option to renew for four (4) additional one (1) year terms. Questions should be addressed to Adonis Bwashi, Purchasing Agent at <a href="mailto:abwashi@fayetteville-ar.gov">abwashi@fayetteville-ar.gov</a> or by calling (479) 575-8220.
Open Date	Jun 15, 2020 12:00 AM CDT
Close Date	Jul 07, 2020 2:00 PM CDT

Highest Scoring Supplier	Score
King Electric	100 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Signature Submittal	Jul 07, 2020 2:19 PM CDT	Adonis Bwashi
Bid Bond	Jul 07, 2020 2:19 PM CDT	Adonis Bwashi
BID TAB 20-58, CONSTRUCTION - ON-CALL ELECTRICAL SERVICES (BT- 07IR)	Jul 07, 2020 2:02 PM CDT	Adonis Bwashi

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Les McGaugh	Jul 07, 2020 2:06 PM CDT	No
Adonis Bwashi	Jul 07, 2020 2:02 PM CDT	No

## Public Notices

### Bid 20-58, Addendum 1

*Adonis Bwashi, Jun 16, 2020 11:04 AM CDT*

Bid 20-58, Addendum 1 has been uploaded on Bonfire for further clarification. Please see Files section on the Bid 20-58, Construction - On-Call Electrical Services.

### Bid 20-58, Addendum 2

*Adonis Bwashi, Jul 01, 2020 11:54 AM CDT*

Addendum 2 clarifies that the bid deadline is Tuesday, July 07, 2020 before 2:00 PM, Local Time.

## Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
King Electric	Jul 03, 2020 12:51 PM CDT	Chris King	chris@ckingelectric.net	ODg2Mjk=
Multi- Craft Contractors	Jul 07, 2020 7:20 AM CDT	Matt Karczmarczyk	tkarcz@multi-craft.net	ODg4Nzk=
Axis Electric, LLC	Jul 06, 2020 2:30 PM CDT	Nathan Galyen	ngalyen@axis-electric.com	ODg3Njk=
3M Electric LLC	Jul 07, 2020 1:35 PM CDT	Mantrel Hampton	mhampton@3melectricllc.com	ODkwODg=
Midland Industrial Services, LLC	Jul 07, 2020 1:34 PM CDT	Amber Ritchie	aritchie@midlandllc.com	ODkwODc=

## Scoring Summary

### Active Submissions

	Total	B - TOTAL BASE BID	B-1 -
Supplier	/ 100 pts	/ 100 pts	/ 100 pts
King Electric	100 pts	100 pts	100 pts (\$152,720.00)
Multi- Craft Contractors	68.93 pts	68.93 pts	68.93 pts (\$221,555.00)
Axis Electric, LLC	65.86 pts	65.86 pts	65.86 pts (\$231,890.00)
Midland Industrial Services, LLC	64.62 pts	64.62 pts	64.62 pts (\$236,350.00)
3M Electric LLC	64.39 pts	64.39 pts	64.39 pts (\$237,187.50)

