

**INVITATION FOR BID  
IFB # RWU-FO-2023-1  
UTILITY/WORK TRUCKS**

**Bid Submittal Due Date**  
August 14, 2023  
No Later than 2:00 P.M.



**To**

Johnny Lunsford  
Operations Manager  
Rogers Water Utilities  
601 S. 2<sup>nd</sup> Street  
Rogers, AR 72756  
Email- [johnnylunsford@rwu.org](mailto:johnnylunsford@rwu.org)

**Advertisement for Bids  
Work Trucks**

The Rogers Water Utilities (RWU) of Rogers, Arkansas is inviting sealed bids from qualified bidders to provide one (1) One-Ton Truck and two (2) Two-Ton Trucks. More information about the work trucks desired are contained in the Invitation for Bid (IFB) and bid packet.

Copies of the IFB and bid packet are expected to be available the week of July 31, 2023 or shortly thereafter. Once available, copies of the IFB and bid packet may be obtained from the RWU administration office at 601 S 2<sup>nd</sup> St. in Rogers, Arkansas between the hours of 8:00am and 4:30pm M-F or by request via email at the email address listed below. Interested bidders may register to receive copies of the IFB and bid packet once it becomes available. Bids may be turned in at the RWU administration office until Monday, August 14, 2023, at 2:00 p.m., at which time the bids will be publicly opened in a live stream web meeting at: <https://www.rwu.org/developers-and-contractors/bids-contracts>. No solicitation conference is planned. RWU may, as applicable, and at its discretion, evaluate bids and base its award (or awards) on any lawful requirements and methods of evaluation including inspection, testing, quality, workmanship, delivery, past performance, suitability for a particular purpose and criteria affecting price such as lowest immediate cost, lowest demonstrated life cycle cost, lowest demonstrated term costs, or a combination of any two or more of these factors. For a copy of the IFB and bid packet or more information, contact:

Johnny Lunsford  
Operations Manager  
Rogers Water Utilities  
601 S. 2<sup>nd</sup> Street  
Rogers, AR 72756  
Email-johnnylunsford@rwu.org

RWU reserves the right to reject any and all bids, to accept any bid or bid alternate deemed to be in the best interest of RWU, to waive any technicalities, formalities and/or informalities in the IFB or any other formality, and to waive any informalities or irregularities in bids received, where such acceptance, rejection, or waiver is considered to be in the best interest of RWU. RWU reserves the right to accept the bid (or bids) that appear from all consideration to be in the best interest of RWU. In determining and evaluating the best bid (or bids), price will not necessarily be controlling, but reliability, efficiency, expertise, and the reputation of the contractor will be considered along with any other relevant factors. RWU may reject the bid (or bids) of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible. RWU shall be the sole judge in the determination of these matters. RWU reserves the right to cancel this bid process and/or to withhold the awarding of any contracts as permitted by law. The actual award of a contract (or contracts) pursuant to this bid process is contingent on approval by the Rogers Waterworks and Sewer Commission.

Dated this 27th day of July 2023.

This publication was paid for by Rogers Water Utilities, Field Operations Office, amount paid \$427.04

**Invitation for Bid (IFB)  
2023 Utility/Work Trucks**

The Rogers Water Utilities (“RWU” or “the Utility”) is the municipal water and sewer utility of the City of Rogers, Arkansas. RWU operates under the supervision and management of the Rogers Waterworks and Sewer Commission (“the Commission”). RWU is inviting sealed bids from qualified bidders to provide one (1) One-Ton Truck and two (2) Two-Ton Trucks in accordance with the following specifications:

**Bid Specifications  
For  
Utility/Work Trucks**

**ONE TON TRUCK (one truck of this type desired)**

**Cab and Chassis specifications: One-Ton Truck**

- Class 3 10001+ payload capacity
- regular cab
- 7’ ca and 160” to 170” wb
- part time 4x4 with auto locking hubs
- diesel engine
- hd transmission with pto capabilities
- 200 amp + alternator
- trailer tow package with rv style electrical plug
- upfitter electrical switches
- extendable trailer tow side mirrors
- cab mounted clearance lights
- air conditioning
- hd vinyl bench seat capable of three (3) passengers
- full vinyl /rubber floor covering
- red exterior paint or red wrapped
- added springs for #4000 crane on passenger side
- wired for electric trailer brake control

## Utility bed specifications: One-Ton Truck

### KNAPHEIDE SERVICE BODY WITH CRANE MOUNT

- MODEL: 7132D54
- 11' LONG
- 94" WIDE 54" LOAD SPACE
- WORKBENCH BUMPER W/ MANUAL SELF STORAGE OUTRIGGERS
- SLAM TYPE TAILGATE
- AUTOMOTIVE STYLE PADDLE LATCH
- DOUBLE SPRING OVERHEAD DOOR RETAINERS
- DUNKED IN E-COATING
- STAINLESS STEEL HINGES
- STANDARD SHELVING
- PAINTED RED TO MATCH TRUCK
- 20" DEEP COMPARTMENTS
- INTERNAL CRANE MOUNT PASSENGER SIDE REAR COMPARTMENT
- RATED FOR UP TO 4000 LB CRANE
- HEADACHE RACK
- TREADPLATE ON TOPS OF COMPARTMENTS
- GRAB HANDLES ON REAR
- CLASS 5 RATED 2.5" RECIEVER HITCH

### **SPECIFICATIONS: TWO-TON TRUCK (two trucks of this type desired)**

## Cab and Chassis with utility bed bid specs

### Cab and Chassis specs 2 Ton

- Class 5 16001+ PAYLOAD CAPACITY
- Regular cab
- 7' CA and 160" to 170" WB
- Part time 4x4 with auto locking hubs
- Deisel engine
- HD transmission with PTO capabilities
- 200 amp + alternator
- Trailer tow package with RV style electrical plug
- Upfitter electrical switches
- Extendable trailer tow side mirrors
- Cab mounted clearance lights
- Air conditioning
- HD vinyl bench seat capable of 3 passengers
- Full vinyl /rubber floor covering
- Red exterior paint or red wrapped
- Added springs for #4000 crane on passenger side
- Wired for electric trailer brake control

## Utility bed specs

### KNAPHEIDE SERVICE BODY WITH CRANE MOUNT

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## Requirements

\*RWU may, and reserves the right, to award contracts for purchase to a single firm or to multiple firms;

\*Bidders must be authorized and qualified to do business in the State of Arkansas;

\*Bids should be delivered to the main office of the Rogers Water Utilities at 601 S. 2<sup>nd</sup> Street, Rogers AR 72756 in a SEALED envelope

\*The envelope should be addressed to the Rogers Water Utilities and clearly marked as

**“Utility/Work Truck Bid, Attn: Johnny Lunsford”**

Bids may be turned in at the RWU administration office until Monday, August 14, 2023, at 2:00 p.m. Bids will be publicly opened and read aloud online in a live stream web meeting at: <https://www.rwu.org/developers-and-contractors/bids-contracts> at 2:00 p.m. local time on August 14, 2023. A link to view and participate in the live stream web meeting will be made available at the above web link prior to the bid opening. No solicitation conference is planned.

Postage, transmission, transportation, or shipping cost of the bid is the responsibility of the bidder and RWU shall not be responsible for any bidding costs.

RWU reserves the right to reject any and all bids, to accept any bid or bid alternate deemed to be in the best interest of RWU, to waive any technicalities, formalities and/or informalities in the IFB or any other formality, and to waive any informalities or irregularities in bids received, where such acceptance, rejection, or waiver is considered to be in the best interest of RWU. RWU reserves the right to accept the bid (or bids) that appear from all consideration to be in the best interest of RWU. In determining and evaluating the best bid (or bids), price will not necessarily be controlling, but reliability, efficiency,

expertise, and the reputation of the contractor will be considered along with any other relevant factors. RWU may reject the bid (or bids) of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible. RWU shall be the sole judge in the determination of these matters. RWU reserves the right to cancel this bid process and/or to withhold the awarding of any contracts as permitted by law. The actual award of a contract (or contracts) pursuant to this bid process is contingent on approval by the Rogers Waterworks and Sewer Commission.

The laws, regulations, and rules of the State of Arkansas the City of Rogers, Arkansas, the Rogers Waterworks and Sewer Commission, and the Rogers Water Utilities pertaining to procurement by public entities are incorporated into this IFB, as applicable.

### **Conflicts**

Each bidder should disclose any conflicts or potential conflicts with RWU including all contracts and/or transactions that might reasonably be construed to be adverse to the interests of RWU. Each responding firm should also disclose all relevant material facts regarding significant financial interests, or any influential interests, with any of RWU's employees, members of the Rogers Waterworks and Sewer Commission, elected officials of the City of Rogers, members of the Rogers City Council, and City officers and employees of the City of Rogers.

RWU may reject the bid of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible. RWU shall be the sole judge in the determination of these matters.

### **Ethics**

**It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a contract with RWU upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.**

## **GENERAL PROVISIONS**

### **Sealed Bids**

The Bid shall consist of

- (a) a complete proposal signed by a person authorized to bind the responding firm meeting the requirements listed herein together with a copy of this IFB and any addenda or amendments;
- (b) additional pages with any other information requested by this IFB.

Should any addenda or amendments to this IFB be issued prior to the time of opening the bids, a copy of each addendum or amendment shall be acknowledged by the bidder with its signature, and attached to and filed with its bid.

Each bid must be submitted in a sealed envelope with IFB name and number, closing date and time on the outside. No bid will be accepted by telephone, facsimile, or electronic mail.

Bidders should submit full and complete bids with all information requested. If information is incomplete, the bid may be disregarded and given no consideration.

The bid and all its contents must be in ink and/or typewritten and/or prepared using computer/word processor. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids cannot be altered or amended after the submission deadline. Submission of a bid indicates the bidder's acceptance of all terms and conditions of this IFB. **All bids must be submitted under the firm's legal name and with its letterhead and signed by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.**

IFB expenses shall be borne by the bidder.

### **IFB Addenda or Amendment**

RWU reserves the right to revise, amend, and/or add to the specifications in this IFB up to the time set for opening the bids. Such revisions, amendments and/or additions, if any, shall be announced by addenda or amendments to this IFB. Copies of such addenda or amendments shall be furnished to all bidders. All bidders must register their name, address, telephone number, fax number and electronic mail address with RWU no later than Wednesday, August 9, 2023 to the contact listed below, in order to receive any addenda or amendments to this IFB. RWU reserves the right to postpone the opening of bids by such number of days as in the opinion of RWU shall enable bidders to revise their bids.

### **Single Bid Response**

If only one bid is received in response to this IFB, a detailed bid review may be requested of the single bidder. RWU reserves the right to cancel this IFB process and solicit additional bids in the event only one bid is received.

### **Bid Withdrawal**

After the bids are opened, bids may not be withdrawn for thirty (30) calendar days. Prior to the date/time set for the bid opening, however, bids may be modified or withdrawn by the bidder's authorized representative in person, or by written notice. If bids are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the withdrawn bid. Written notices shall be received in the office indicated in this IFB no later than the exact date/time for the bid opening. A written modification or withdrawal received in the designated office by mail or facsimile from the receiving office no later than the date/time set for the bid opening shall be considered if such message is confirmed by receipt of RWU.

Bidders are asked to provide information relevant to demonstrating that the bidder is a responsible bidder and can meet the requirements and specifications of this IFB. Each bid shall be evaluated to determine if the bidder submitting the proposal is a responsible bidder. Bids received from responsible bidders shall then be evaluated for the stated costs of providing the requested utility trucks/work trucks.

RWU may, as applicable, and at its discretion, evaluate bids and base its award (or awards) on any lawful requirements and methods of evaluation including inspection, testing, quality, workmanship, delivery, past performance, suitability for a particular purpose and criteria affecting price such as lowest immediate cost, lowest demonstrated life cycle cost, lowest demonstrated term costs, or a combination of any two or more of these factors.

### **Award**

Subject to approval by the Rogers Waterworks and Sewer Commission, the contract (or contracts) shall be awarded with reasonable promptness by written notice to the responsible bidder(s) submitting the lowest prices for the vehicles with the specifications listed above.

RWU reserves the right to negotiate an adjustment of the bid price, including changes in the bid requirements, as permitted by law. RWU reserves the right to accept bids or any alternate bid, award bids and/or not award bids on individual items listed, on group items, or on the bid as a whole; to reject any and all bids, including, without limitation, nonconforming, nonresponsive, unbalanced bids, to waive any formality in the Invitation for Bid or any other formality, to waive any informality or irregularity in the bid, and to accept the bid and/or bids that appear from all consideration to be in the best interest of RWU. In determining and evaluating the best bid (or bids), the prices will not necessarily be controlling, but quality, efficiency, general terms, delivery, suitability of service offered, and the reputation of the contractor will be considered with any other relevant factors. RWU shall be the sole judge in the determination of these matters. Contract awards are contingent on approval by the Rogers Waterworks and Sewer Commission.

### **Rejection**

In addition to any other grounds for rejection stated herein, RWU may reject any and all bids for, among other reasons, failure of a bid to conform to the essential requirements of this IFB; any bid which does not conform to the specifications contained or referenced in this IFB unless the items offered as alternatives meet the requirements specified in this IFB; any bid which fails to conform to a delivery schedule established in this IFB, unless the IFB contains provisions for acceptance of offers with alternative delivery schedules; a bid imposing conditions which would modify the stated terms and conditions of this IFB, any bid determined by RWU in writing as to be unreasonable as to price. RWU may reject the bid of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible. RWU may reject any or all bids when RWU makes a written determination that doing so is in the best interest of RWU. RWU shall be the sole judge in the determination of these matters.



August 14, 2023 at 2:00 P.M.  
August 14, 2023-August 18, 2023  
August 21, 2023  
August 22, 2023

Bid Opening;  
Review by RWU staff; negotiations;  
Review by Rogers Waterworks and Sewer Commission  
Notice of Intent to Award Contract(s) Issued

RWU reserves the right to modify this schedule in the best interests of RWU and as permitted by law.

### **Bidder Inquiries**

For information concerning this IFB process and additional information, contact:

Johnny Lunsford  
Operations Manager  
Rogers Water Utilities  
601 S. 2<sup>nd</sup> Street  
Rogers, AR 72756  
Email- johnnylunsford@rwu.org

### **Compliance with Laws**

RWU is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, sexual orientation, gender identity, transgender status, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and bidder agrees during the term of the contract that bidder will strictly adhere to this policy in its employment practices and provision of services. Bidder shall comply with, and all activities under the contract shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

### **Business, Professional and Occupational License Requirement**

All firms or individuals located in, or doing business in, Arkansas are required to be authorized to do business in Arkansas and properly licensed in accordance with all applicable federal, state, and local laws.

### **RESTRICTION OF BOYCOTT OF ISRAEL**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to:
1. A company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
  2. Contracts with a total potential value of less than \$1,000.
- C. By submitting a bid in response to this IFB, a Prospective firm agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

**RESTRICTION OF BOYCOTT OF FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES**

- A. Pursuant to Arkansas Code Annotated § 25-1-1002, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of energy, fossil fuel, firearms, and ammunition industries.
- B. This prohibition does not apply to:
1. A company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
  2. Contracts with a total potential value of less than \$75,000
- C. By submitting a bid in response to this IFB, a Prospective firm agrees and certifies that they do not, and will not for the duration of the contract, boycott energy, fossil fuel, firearms, and ammunition industries.