City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

City Council Final Agenda

Tuesday, June 4, 2024

5:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1
Council Member D'Andre Jones Ward 1
Council Member Sarah Moore Ward 2
Council Member Mike Wiederkehr Ward 2
Council Member Scott Berna Ward 3
Council Member Sarah Bunch Ward 3
Council Member Teresa Turk Ward 4
Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Treasurer Kara Paxton

MEETING INFORMATION:

1. WEBINAR ID: 898 4019 3231
PUBLIC REGISTRATION LINK: HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_62BWSZG2QVQCGZMQ7RKPSQ

AGENDA ITEM COMMENT - AGENDAITEMCOMMENT@FAYETTEVILLE-AR.GOV

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

1. MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER

PROPOSED AGENDA ADDITIONS

A. CONSENT

A.1. APPROVAL OF THE MAY 7, 2024 CITY COUNCIL MEETING MINUTES

A.2. APPROVAL OF THE MAY 21, 2024 CITY COUNCIL MEETING MINUTES

A.3. BOSTON MOUNTAIN SOLID WASTE DISTRICT (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE A THREE-YEAR CONTRACT WITH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT WITH UP TO FOUR AUTOMATIC ONE-YEAR RENEWALS BASED ON A RATE OF FIFTY CENTS ($.50) PER RESIDENT PER YEAR FOR SOLID WASTE SERVICES PROVIDED TO THE CITY OF FAYETTEVILLE AS A MEMBER OF THE DISTRICT (2024-108)

A.4. WER ARCHITECTS (AMENDMENT NO. 1):

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE DESIGN SERVICES CONTRACT WITH WER ARCHITECTS IN THE AMOUNT OF $19,185.56 FOR THE REPAIR AND REPLACEMENT OF THE RECYCLING AND TRASH TRANSFER STATION, CITY HALL, WATER AND SEWER OPERATIONS, ROCK STREET ANNEX, AND FAYETTEVILLE TOWN CENTER ROOFS - CITY FACILITY IMPROVEMENT BOND PROJECT (2024-120)

A.5. RECOGNIZE PARK LAND DEDICATION FUNDS (BUDGET ADJUSTMENT):

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $98,000.00 TO RECOGNIZE PARK LAND DEDICATION FUNDS FOR GULLEY PARK IMPROVEMENTS FROM THE NORTHEAST QUADRANT (2024-107)

A.6. RAILROAD CROSSING ELIMINATION (GRANT AGREEMENT):

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A FEDERAL RAILROAD CROSSING ELIMINATION GRANT IN THE AMOUNT OF $576,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2024-118)

A.7. WATERSHED CONSERVATION RESOURCE CENTER (MEMORANDUM OF AGREEMENT):

A RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE WATERSHED CONSERVATION RESOURCE CENTER FOR CONTINUED MAINTENANCE OF STREAM RESTORATION PROJECTS AND OTHER NONPOINT SOURCE POLLUTION RELATED ISSUES (2024-129)

A.8. WT TRANSFER HOLDING COMPANY LLC (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF TWO NEW HOLLAND BALERS FROM WT TRANSFER HOLDING COMPANY LLC IN THE TOTAL AMOUNT OF $93,250.19, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-110)

A.9. FIRE DEPARTMENT VEHICLE EXPANSION UPGRADES (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $17,438.00 FOR FIRE DEPARTMENT VEHICLE EXPANSION UPGRADES (2024-29)

A.10. AFTERMARKET VEHICLE PARTS, SUPPLIES AND SERVICES (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF AUTOMOTIVE, HEAVY DUTY AND OFF-ROAD AFTERMARKET PARTS, TOOLS, SUPPLIES, EQUIPMENT, ACCESSORIES AND ADDITIONAL SERVICES FROM MULTIPLE VENDORS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, THROUGH MAY 19, 2025 AND ANY ADDITIONAL RENEWALS (2024-123)

A.11. WHITING SYSTEMS INC. (BID WAIVER):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF VEHICLE WASH CHEMICALS FROM WHITING SYSTEMS INC. ON AN AS-NEEDED BASIS THROUGH MAY 15, 2026 (2024-130)

A.12. BID 24-33 JACK TYLER ENGINEERING, INC. (PUMP REPLACEMENT):

A RESOLUTION TO AWARD BID #24-33 AND AUTHORIZE THE PURCHASE OF A SUBMERSIBLE PUMP IN THE AMOUNT OF $85,770.04.00 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM JACK TYLER ENGINEERING, INC. TO BE USED AT THE NOLAND WATER RESOURCE RECOVERY FACILITY (2024-131)

A.13. J.R. STEWART PUMP & EQUIPMENT, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF PARTS FOR A PUMP AT THE HAMESTRING SEWER LIFT STATION IN THE AMOUNT OF $49,555.71 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM J.R. STEWART PUMP & EQUIPMENT INC. (2024-132)

A.14. OLSSON, INC. (ENGINEERING AGREEMENT):

A RESOLUTION TO APPROVE AN ENGINEERING SERVICES AGREEMENT IN THE AMOUNT OF $45,000.00 BETWEEN THE CITY OF FAYETTEVILLE AND OLSSON, INC. FOR PRELIMINARY ENGINEERING RELATED TO UPGRADES AT THE MALLY WAGNON SEWER LIFT STATION (2024-122)

A.15. OLSSON, INC. (AMENDMENT NO. 6):

A RESOLUTION TO APPROVE AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES ENGINEERING AGREEMENT WITH OLSSON, INC. IN AN AMOUNT NOT TO EXCEED $516,515.00 FOR ENGINEERING SERVICES RELATED TO THE EAST FAYETTEVILLE WATER SYSTEM IMPROVEMENTS PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT (2024-121)

A.16. BID 24-29 CROSSLAND HEAVY CONTRACTORS, INC. (CONSTRUCTION):

A RESOLUTION TO AWARD BID #24-29 AND AUTHORIZE A CONTRACT WITH CROSSLAND HEAVY CONTRACTORS, INC. IN THE AMOUNT OF $8,318,668.00 FOR THE CONSTRUCTION OF A WATER PUMPING STATION AND VARIOUS WATERLINES FOR THE GULLEY AND GOSHEN PRESSURE PLANE IMPROVEMENTS PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $415,934.00, AND TO APPROVE A BUDGET ADJUSTMENT (2024-143)

A.17. LION FIRST RESPONDER PPE, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF BUNKER GEAR AND RELATED PRODUCTS, SERVICES, AND SOLUTIONS FROM LION MANUFACTURING THROUGH NAFECO ON AN AS-NEEDED BASIS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, THROUGH MARCH 27, 2028 AND ANY FUTURE RENEWAL PERIODS (2024-110)

A.18. PMAM CORPORATION (SERVICE CONTRACT):

A RESOLUTION TO APPROVE A CONTRACT WITH PMAM CORPORATION, PURSUANT TO RFP 23-19, FOR FALSE ALARM ADMINISTRATION SERVICES (2024-119)

A.19. 2024 HIGH INTENSITY DRUG TRAFFICKING AREA (MEMORANDUM OF UNDERSTANDING):

A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH WASHINGTON COUNTY TO ACCEPT FUNDING FROM THE GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA IN THE AMOUNT OF $122,243.00 FOR THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT (2024-112)

B. UNFINISHED BUSINESS

B.1. REZONING-2024-0017: (512 N. MISSION BLVD./ZWEIG, 446):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-17 FOR APPROXIMATELY 0.90 ACRES LOCATED AT 512 NORTH MISSION BOULEVARD WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES - GENERAL (2024-60)

AT THE MAY 21, 2024 CITY COUNCIL MEETING THIS ITEM WAS LEFT ON THE FIRST READING.

B.2. REZONING-2024-0018: (SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE./SUBTEXT ACQUISITIONS, LLC. AND MODUS STUDIO, 522):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-18 FOR APPROXIMATELY 2.9 ACRES LOCATED SOUTHWEST OF WEST TREADWELL STREET AND SOUTH HILL AVENUE IN WARD 2 FROM RMF-40, RESIDENTIAL MULTIFAMILY, 40 UNITS PER ACRE TO MSC, MAIN STREET CENTER, SUBJECT TO A BILL OF ASSURANCE (2024-57)

AT THE MAY 21, 2024 CITY COUNCIL MEETING THIS ITEM WAS LEFT ON THE FIRST READING.

B.3. REQUEST TO EARMARK FUNDS TO IMPLEMENT RECOMMENDATIONS OF THE HOUSING CRISIS TASK FORCE:

A RESOLUTION TO EARMARK $1,000,000.00 IN GENERAL FUND REVENUE, RECEIVED AS ARPA GENERAL REVENUE LOSS REPLACEMENT, FOR THE PURPOSE OF IMPLEMENTING EARLY RECOMMENDATIONS FROM THE HOUSING CRISIS TASK FORCE (2024-69)

AT THE MAY 21, 2024 CITY COUNCIL MEETING THIS RESOLUTION WAS TABLED TO THE JUNE 4, 2024 CITY COUNCIL MEETING.

C. NEW BUSINESS

C.1. REZONING-2024-0019: (1830 E. 13TH ST./KELLAR, 565):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-19 FOR APPROXIMATELY 1.86 ACRES LOCATED AT 1830 EAST 13TH STREET IN WARD 1 FROM C-2, THOUROUGHFARE COMMERCIAL AND I-2, GENERAL INDUSTRIAL TO CS, COMMUNITY SERVICES (2024-113)

C.2. REZONING-2024-0011: (THE PINES AT SPRINGWOOD PZD IN WARD 2):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0011 FOR 0.37 ACRES LOCATED ON NORTH PINEHILLS DRIVE IN THE SPRINGWOODS PZD IN WARD 2 FROM PLANNED ZONING DISTRICT TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2024-150)

C.3. REZONING-2024-0011: (SPRINGWOODS PZD IN WARD 2):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0011 FOR 23.14 ACRES IN THE SPRINGWOODS PZD IN WARD 2 FROM PLANNED ZONING DISTRICT TO UT, URBAN THOROUGHFARE AND CS, COMMUNITY SERVICES (2024-149)

C.4. REZONING-2024-0011: (PARK WEST PZD IN WARD 2):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0011 FOR 39.41 ACRES IN THE PARK WEST PZD ON NORTH HIGHWAY 112 IN WARD 2 FROM PLANNED ZONING DISTRICT TO UT, URBAN THOROUGHFARE AND CS, COMMUNITY SERVICES (2024-147)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. SALES TAX REPORT - CHIEF FINANCIAL OFFICER AND ENERGY REPORT - ENVIRONMENTAL DIRECTOR

D.2. ARPA DISCUSSION ON OBLIGATING REMAINING FUNDS - PAUL BECKER AND STEVE DOTSON

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment. When the Mayor or Chair recognizes you, please start your public comment by giving your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn to speak for discussion of an agenda item.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda Additions: A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda: Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If a Council Member wishes to comment upon or discuss a Consent Agenda item that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Unfinished Business and New Business:

Overview Period: Agenda items at a City Council meeting shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by a Council Member later to answer questions. City staff, Council Members and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item. City staff's presentation and an Applicant's presentation whether presented by one or more than one presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

Public Comments: Public comment at a City Council meeting shall be allowed for all members of the audience. Speakers shall be limited to a maximum of three (3) minutes to discuss the agenda item being considered by the City Council. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. If public comment is allowed for an amendment, speakers will only be allowed to speak for three (3) minutes. The City Council may allow both a speaker additional time and an unsigned-up person to speak by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their three (3) minutes presentation period concerning the agenda item being considered by the City Council.

Courtesy and Respect: All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Interpreters or Telecommunications Devise for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

A copy of the complete City Council agenda is available on our website at www.fayetteville-ar.gov or in the Office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas (479) 575-8323.

All cell phones must be silenced and may not be used within the City Council Chambers.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-108

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Peter Nierengarten, Environmental Director

SUBJECT: **Contract for membership in the Boston Mountain Solid Waste District**

RECOMMENDATION:
Approve a resolution to pay annual membership assessment fees to the Boston Mountain Solid Waste District

BACKGROUND:
The City of Fayetteville is located within the jurisdiction of the Boston Mountain Solid Waste District (BMSWD) that includes Washington and Madison counties. Member governments in the BMSWD are required to pay an annual fee of fifty cents ($0.50) per capita for membership in the District. The Official 2020 US Census population of Fayetteville (93,949) is used to calculate the fee.

DISCUSSION:
Membership in the Boston Mountain Solid Waste District (BMSWD) ensures that Fayetteville has representation on the BMSWD Board. Additionally, the City's membership provides assesses to BMSWD grants, helps fund household hazardous waste collection, and supports education and outreach programs.

The term of the agreement is for three years with four one-year renewals.

BUDGET/STAFF IMPACT:
The Recycling and Trash Collection Division has budgeted for this expense. Payments are to be made quarterly to the Boston Mountain Solid Waste District.

ATTACHMENTS: SRF (#3), BMSWD Contract for Service (#4), BMSWD Res 2021-05 (#5)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-108

Contract for membership in the Boston Mountain Solid Waste District

A RESOLUTION TO APPROVE A THREE-YEAR CONTRACT WITH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT WITH UP TO FOUR AUTOMATIC ONE-YEAR RENEWALS BASED ON A RATE OF FIFTY CENTS ($.50) PER RESIDENT PER YEAR FOR SOLID WASTE SERVICES PROVIDED TO THE CITY OF FAYETTEVILLE AS A MEMBER OF THE DISTRICT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a three-year contract, a copy of which is attached to this Resolution, with the Boston Mountain Solid Waste District with up to four automatic one-year renewals based on a rate of fifty cents ($0.50) per resident per year for solid waste services provided to the City of Fayetteville as a member of the District.

City of Fayetteville Staff Review Form

2024-108

Item ID

6/4/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Peter Nierengarten	5/10/2024	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approve a resolution to pay annual membership assessment fees to the Boston Mountain Solid Waste District.

Budget Impact:

5500.750.5000-5303.00	
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	58,656.00
		Expenses (Actual+Encum)	$	-
		Available Budget	**$**	**58,656.00**
Does item have a direct cost?	Yes	Item Cost	$	46,975.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**11,681.00**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 143-17

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF FAYETTEVILLE ARKANSAS

Contract for Services
Between: City of Fayetteville, AR &
Boston Mountain Solid Waste District
Term: Three years with four one-year renewals

This agreement is entered into on this _____ day of _____, 2024 between the **City of Fayetteville, hereinafter known at the "City" and the Boston Mountain Solid Waste District, hereinafter known as "BMSWD", an Arkansas governmental unit.**

WHEREAS, every ten (10) Years the United States Government sets forth new census figures as the official U.S. Census figures from each city and county in the Boston Mountain Solid Waste District; and

WHEREAS, BMSWD passed Resolution No. 2021-05 on the 21st of November, 2021, setting forth the 2020 Census Data as the official statistics for BMSWD and such Resolution passed by BMSWD;

WHEREAS, the City of Fayetteville is considered a District member of the Boston Mountain Solid Waste District which serves the citizens of Fayetteville.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and BMSWD agree as follows:

1. The Boston Mountain Solid Waste District Resolution No. 2021-05 is attached and incorporated herein as a part of this agreement.

2. The City agrees to pay BMSWD at a rate of fifty cents ($.50) per citizen, per year rate to be billed quarterly. Statements are intended to be provided to the City within 45 days after the beginning of each quarter. Payments are intended to be made to BMSWD by the end of the quarter.

3. It is agreed that BMSWD will use the U.S. Census population figures for various numerical calculations including to plan for future and current programming needs.

4. The City and BMSWD agree to use the 2020 Census or the most recent census conducted by the U.S. Census.

5. BMSWD passed Resolution No. 2021-05 stating "These figures are thus sufficient to set the quarterly membership assessment, beginning with 1st quarter 2022 fees, for District members: Madison and Washington County, and the cities of Elkins, Farmington, Fayetteville...".

6. BMSWD agrees to make available all records pertaining to the district plans for providing service, except those restricted by federal regulations, for review by the City and City auditors as requested. BMSWD agrees to comply with the Arkansas Freedom of Information Act as applicable.

7. For the purpose of the Agreement, the Project Coordinator for the City will be the Mayor or his/her designee. The Project Coordinator for BMSWD will be Robyn Reed or his/her designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and BMSWD.

8. Terms of performance. The term of performance for this agreement will expire December 31, 2027 but shall be automatically be renewed and extended for up to an additional four (4) one- year terms if the City's budget containing funding for the service is approved by the City Council for the next year.

9. BMSWD shall provide and maintain in force at all times during the term of the agreement, for its own employees, coverage for worker's compensation to the extent required by law.

10. Notices. All notices required or permitted under this agreement will be submitted in writing to the other party in this agreement by personal delivery or the address below, or by certified mail, return receipt requested, in which case notice will be effective three (3) business days after deposit therein address to the following:

Mayor	Robyn Reed, Director
City of Fayetteville, AR	BMSWD
113 Mountain	11398 Bond Road
Fayetteville, AR 72701	Prairie Grove, AR 72753

11. Neither party may assign any of its rights or obligations under this agreement without the express written consent of the other, nor shall this agreement be construed to bestow any rights or benefits upon anyone other than BMSWD and the City.

12. The parties agree and understand that this Agreement is exclusive of any and all other agreements, and that it in no way alters, amends or abridges any rights, obligations or duties of the parties contained in such agreements.

13. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance and shall not be construed as a general waiver of any other breeches by either party.

14. This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this agreement shall be valid unless made in writing and signed by the duly authorized agents of BMSWD and the City.

15. Severability. Each paragraph of this agreement is severable from all other paragraphs. If any paragraph or subparagraph is found to be invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

16. Interpretation. The contract shall be interpreted according to and enforced under the laws of the State of Arkansas with proper venue in Washington County.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

BOSTON MOUNTAIN SOLID WASTE DISTRICT

By: Doug Sprouse
MAYOR DOUG SPROUSE, CHAIRMAN

ATTEST:

By: Melissa McCarville
BOARD SECRETARY

Printed Name: Melissa McCarville

Title: Farmington City Manager

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, MAYOR

ATTEST:

By: _____
Kara Paxton, City Clerk, Treasurer

Boston Mountain Solid Waste District
RESOLUTION 2021-05

A RESOLUTION SETTING FORTH THE
2020 CENSUS DATA AS THE OFFICIAL STATISTICS
FOR THE BOSTON MOUNTAIN SOLID WASTE DISTRICT

WHEREAS, Every ten years the US Government sets forth new census figures as the official US Census figures from each city and county in the Boston Mountain Solid Waste District. This data was collected in 2020 and has now been certified by the US Census Bureau, and;

WHEREAS, this data is used to determine board membership as set forth by A.C.A. § 8-6-703; and

WHERAS, is used to calculate a per capita fee for municipalities and counties. This fee is billed quarterly and fifty-cents ($0.50) per resident per year. This fee is used to fund programs such as household hazardous waste collection, education and outreach programs, and recycling assistance from the District to residents of the District.

NOW, THEREFORE, THE DISTRICT BOARD DOES HEREBY RESOLVE AS FOLLOWS:

Section 1.

The Official US Census of 2020 shall be used to calculate and in conjunction with other District regulations, to add to the Boston Mountain Solid Waste District Board of Directors membership beginning in 2022.

Section 2.

These figures are thus sufficient to set the quarterly membership assessment, beginning with 1st quarter 2022 fees, for District members: Madison and Washington Counties and the cities of Elkins, Farmington, Fayetteville, Goshen, Huntsville, Johnson, Lincoln, Prairie Grove, Springdale, Tontitown, and West Fork.

Section 3.

The District board designates the 2020 US Census totals as a guideline for structing its membership; calculating present needs, and solid waste management planning for the future.

Approved this 21 day of November 2021.

Doug Sprouse
Mayor Doug Sprouse, Chair

ATTEST:
Melissa McCarville
Melissa McCarville, Secretary

Jurisdiction		2010 Census	2020 Census
Washington County, unincorporated		38,142	40,497
Elkins		2,648	3,602
Elm Springs		1,893	1,896
Farmington		5,974	7,584
Fayetteville		73,580	93,949
Goshen		1,071	2,102
Greenland		1,294	1,213
Johnson		3,354	3,609
Lincoln		2,249	2,294
Prairie Grove		4,426	7,045
Springdale		64,193	75,083
Tontitown		2,460	4,301
West Fork		2,317	2,331
Winslow		391	365
Madison County		13,197	13,441
Hindsville		61	90
Huntsville		2,346	2,879
St. Paul		113	111
		214,886	258,717
	$	107,443.00	129,358.50

Boston Mountain Solid Waste District
RESOLUTION 2021-05

A RESOLUTION SETTING FORTH THE
2020 CENSUS DATA AS THE OFFICIAL STATISTICS
FOR THE BOSTON MOUNTAIN SOLID WASTE DISTRICT

WHEREAS, Every ten years the US Government sets forth new census figures as the official US Census figures from each city and county in the Boston Mountain Solid Waste District. This data was collected in 2020 and has now been certified by the US Census Bureau, and;

WHEREAS, this data is used to determine board membership as set forth by A.C.A. § 8-6-703; and

WHERAS, is used to calculate a per capita fee for municipalities and counties. This fee is billed quarterly and fifty-cents ($0.50) per resident per year. This fee is used to fund programs such as household hazardous waste collection, education and outreach programs, and recycling assistance from the District to residents of the District.

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Doug Sprouse
Mayor Doug Sprouse, Chair

ATTEST:
Melissa McCarville
Melissa McCarville, Secretary

Jurisdiction		2010 Census	2020 Census
Washington County, unincorporated		38,142	40,497
Elkins		2,648	3,602
Elm Springs		1,893	1,896
Farmington		5,974	7,584
Fayetteville		73,580	93,949
Goshen		1,071	2,102
Greenland		1,294	1,213
Johnson		3,354	3,609
Lincoln		2,249	2,294
Prairie Grove		4,426	7,045
Springdale		64,193	75,083
Tontitown		2,460	4,301
West Fork		2,317	2,331
Winslow		391	365
Madison County		13,197	13,441
Hindsville		61	90
Huntsville		2,346	2,879
St. Paul		113	111
		214,886	258,717
	$	107,443.00	129,358.50

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-120

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Dir

SUBJECT: **Approval of an amendment to an architectural design services contract for roof repair and replacement**

RECOMMENDATION:
Approval of an amendment to the RFQ-24-01 contract with WER Architects in the amount of $19,185.56 for professional architectural services for the repair and replacement of Recycling and Trash Transfer Station, City Hall, Water and Sewer Operations, Rock Street Annex, and the Fayetteville Town Center roofs.

BACKGROUND:
On April 4, 2023 City Council approved resolution 80-23, an agreement with WER Architects for professional services in the estimated amount of $39,000.00 for design services based on an estimated overall project cost of $600,000 for multiple City facilities, including the Recycling and Trash Transfer Station, City Hall, Water and Sewer, Rock Street Annex, and the Fayetteville Town Center. The agreement set design fee at 6.5% of construction cost.

DISCUSSION:
The agreed 6.5% design fee, when applied to the real construction cost is $58,185.56, an amount above the $39,000 approved under Resolution 80-23. Staff requests the additional amount of $19,185.56 to reconcile the estimated and real construction costs.

BUDGET/STAFF IMPACT:
This project is funded by Sales Tax Capital Improvement funds, 4470.140.8900-5315.00

ATTACHMENTS: SRF (#3), CO1 Contract Amendment (#4)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-120

Approval of an amendment to an architectural design services contract for roof repair and replacement

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE DESIGN SERVICES CONTRACT WITH WER ARCHITECTS IN THE AMOUNT OF $19,185.56 FOR THE REPAIR AND REPLACEMENT OF THE RECYCLING AND TRASH TRANSFER STATION, CITY HALL, WATER AND SEWER OPERATIONS, ROCK STREET ANNEX, AND FAYETTEVILLE TOWN CENTER ROOFS - CITY FACILITY IMPROVEMENT BOND PROJECT

WHEREAS, on April 4, 2023, the City Council passed Resolution 80-23, an agreement with WER Architects for professional services in the estimated amount of $39,000.00 for design services based on an estimated overall project cost of $600,000.00 for multiple City facilities with a set design fee at 6.5% of construction cost; and

WHEREAS, the 6.5% design fee as applied to the actual construction cost exceeds the $39,000.00 approved under Resolution 80-23.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Amendment No. 1 to the design services contract with WER Architects in the amount of $19,185.56 for the repair and replacement of the Recycling and Trash Transfer Station, City Hall, Water and Sewer Operations, Rock Street Annex, and Fayetteville Town Center roofs.

City of Fayetteville Staff Review Form

2024-120

Item ID

6/4/2024

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

Quin Thompson	5/15/2024	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of an amendment to the RFQ-24-01 contract with WER Architects in the amount of $19,185.56 for professional architectural services for the repair and replacement of Recycling and Trash Transfer Station, City Hall, Water and Sewer Operations, Rock Street Annex, and the Fayetteville Town Center roofs.

Budget Impact:

4470.140.8900-5315.00	Sales Tax Capital Improvements
Account Number	Fund
02046.1	Building Improvements
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	711,298.00
		Expenses (Actual+Encum)	$	11,147.29
		Available Budget	$	**700,150.71**
Does item have a direct cost?	Yes	Item Cost	$	19,185.56
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**680,965.15**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 80-23

Change Order Number:

Approval Date: 4/4/2023

Original Contract Number:

Comments:

WER
ARCHITECTS
112 W Center St. Suite 410. Fayetteville. Arkansas 72701 / 479.966.4477

Contract Amendment #1

May 3, 2024

Contract Number: RFQ 22-10

Contract Name: Contract Agreement for Professional Architectural Services for the Repair and Replacements of roofing for certain City of Fayetteville projects.

Estimated Cost Per Owner - Architect Contract

Contract No.	Description	Estimated Amount
RFQ 22-10	Lump Sum estimate for total project cost per contract	$ 600,000.00
	6.5% Fee	**$ 39,000.000**

Construction Cost of Documents per Contractor Bids

Bid No.	Description / Contractor	Bid Amounts
Bid 23-35	Town Center Roof Restoration / Terra Firma Restorations	$275,900.00
Bid 23-41	RTC Transfer Station & Water Sewer Roof Rehab / Trumble Construction	$81,172.00
Bid 23-42	City Hall Roof Replacement / Milestone Construction	$344,115.50
Bid 23-48	Rock Street Annex / First Star Exterior	$193,975.00
	Total Construction Cost + Estimate	**$ 895,162.50**
	6.5% Fee	**$ 58,185.56**

Submitted By:

John Langham, Principal

WER Architects

Date: May 3, 2024

Approved By:

Lioneld Jordan, Mayor

City of Fayetteville, Arkansas

Date

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-107

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

FROM: Ted Jack, Park Planning Superintendent

SUBJECT: **Recognize Park Land Dedication Funds for Gulley Park**

RECOMMENDATION:
Approve a budget adjustment to recognize $98,000.00 in Park Land Dedication Funds for Gulley Park Improvements from the Northeast Quadrant.

BACKGROUND:
Work to complete improvements to the Gulley Park playground area is underway. Sourcewell public procurement contracts were used to perform most of the work, but some of the scope of work was not eligible through Sourcewell (2023-367 & 368). These funds will be used to complete unfunded improvements using in-house work or contracted services.

DISCUSSION:
Expected improvements include a connecting walk to the Old Wire Parking lot, staining the splash pad deck and nearby areas and additional site furnishings. If there are sufficient funds other items that were in the plans include a “Chill Area” for kids to relax, a bag toss / multi-use area, additional landscaping, redo old asphalt entry path, and add containment around the tot area. Some work is anticipated to be done after opening of the playground so that observation of its use can help prioritize improvements. The Parks, Natural Resources and Cultural Affairs Advisory Board approved this at the May meeting.

BUDGET/STAFF IMPACT:
$98,000.00 is available in the Northeast Quadrant Park Land Dedication Funds.

ATTACHMENTS: SRF (#3), BA (#4)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-107

Recognize Park Land Dedication Funds for Gulley Park

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $98,000.00 TO RECOGNIZE PARK LAND DEDICATION FUNDS FOR GULLEY PARK IMPROVEMENTS FROM THE NORTHEAST QUADRANT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of $98,000.00 to recognize Park Land Dedication funds for Gulley Park improvements from the Northeast Quadrant.

City of Fayetteville Staff Review Form

2024-107

Item ID

6/4/2024

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

Ted Jack	5/13/2024	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approve a budget adjustment to recognize $98,000.00 in Park Land Dedication Funds for Gulley Park Improvements from the Northeast Quadrant.

Budget Impact:

2250.520.9256-5806.00	Park Development
Account Number	Fund
13001.1803	Gulley Park Splash Pad & Playground
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,024,574.00
		Expenses (Actual+Encum)	$	980,987.20
		Available Budget	$	**43,586.80**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	98,000.00
		Remaining Budget	$	**141,586.80**

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # 2023-367 & 368

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	PARKS & RECREATION (520)	
	Requestor: Alan Bearden	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Request to recognize Park Land Dedication (PLD) funds from the Northeast Quadrant of $98,000 to be used to complete a variety of additional remaining wrap-up improvements to the Gulley Park Playground area project which were not included in the scope of the original contract work for the project.

COUNCIL DATE: 6/4/2024

ITEM ID#: **2024-107**

Holly Black
5/14/2024 11:39 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024422

TOTAL	98,000	98,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2250.520.9256-4419.01	-	98,000	13001	1803	RE	Greenspace Fees - NE
2250.520.9256-5806.00	98,000	-	13001	1803	EX	Improvements - Park
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-118

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **A Resolution for approval of a Federal Railroad Administration Grant Agreement, approval of a budget adjustment and to recognize the revenue from the grant.**

RECOMMENDATION:
Staff recommends a resolution for approval of an agreement between the City of Fayetteville and the Federal Railroad Administration for acceptance of the award of the Railroad Crossing Elimination Grant, approval of a budget adjustment and to recognize the revenue from the grant in the amount of $576,000.

BACKGROUND:
The Cities of Fayetteville and Springdale, in collaboration with Arkansas & Missouri Railroad, were awarded a 2022 Railroad Crossing Elimination Grant in the amount of $576,000 to conduct planning activities to scope improvement projects at various at-grade crossings to improve mobility and enhance safety for the area. The application requested funding for a grant to plan improvements at various crossings between the University Avenue crossing in Fayetteville to the Apple Blossom Avenue crossing in Springdale.

The pursuit of funds for railroad crossing safety stemmed from the addition of two new crossings near the Fulbright Expressway and associated contractual obligations of the City to close and/or improve the safety of existing crossings.

The following crossings were covered in the application:

Fayetteville
• University Avenue - possible closure and replacement with bike/ped grade separation (closure of this location is required as part of the new crossing at Shiloh Street).
• Dickson Street - possible improvements to allow quiet zone
• Frisco Avenue - safety and geometric improvements
• Jocelyn Lane - possible closure (closure of this location is required as part of the new crossing at Futrall Drive)
Springdale
• Shady Grove Road - possible safety and drainage improvements)
• Sunset Avenue - possible safety improvements and realignment of adjacent intersections
• Randall Wobbe Drive - possible replacement with grade separation
• Apple Blossom Drive - possible safety improvements

Each location will be evaluated for criteria such as safety, environmental impact, economic impact and multimodal impact.

After the notification of award of this grant, staff from the City of Fayetteville, City of Springdale and the Railroad met with the Federal Railroad Administration (FRA) and identified the steps necessary to move towards obligation of the funds. The first step was for the three parties to enter into an agreement for the administration of this grant. This agreement was approved at the January 2, 2024 City Council Meeting.

DISCUSSION:
Since the approval of the agreement for the grant administration was approved in January, staff have been working with FRA personnel in the development of the final grant agreement. The approval of this agreement is the final step in the process to obligate the grant funding. Once the funds have been obligated by FRA, the City will be able to select a consultant to perform the crossing elimination study. A separate contract for this study will be presented to the City Council at a later date along with an agreement to split the local matching funds ($144,000) with the City of Springdale. The City of Fayetteville's share will be up to $62,400.00. The City of Springdale's share will be up to $81,600.00. Exact amounts are contingent upon the agreement for professional services for the study.

BUDGET/STAFF IMPACT:
The local matching funds ($144,000) will be paid for from 2022 Transportation Bond Fund as well as funds that will be received from the City of Springdale.

ATTACHMENTS: SRF (#3), BA (#4), 2024-118 FRA Grant Agreement (#5)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-118

A Resolution for approval of a Federal Railroad Administration Grant Agreement, approval of a budget adjustment and to recognize the revenue from the grant.

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A FEDERAL RAILROAD CROSSING ELIMINATION GRANT IN THE AMOUNT OF $576,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, in 2022, the Cities of Fayetteville and Springdale, in collaboration with Arkansas & Missouri Railroad, were awarded a Railroad Crossing Elimination Grant in the amount of $576,000.00 to conduct planning activities to scope improvement projects at various at-grade crossings to improve mobility and enhance safety for the area; and

WHEREAS, the pursuit of funds for railroad crossing safety stemmed from the addition of two new crossings near the Fulbright Expressway and associated contractual obligations of the City to close and/or improve the safety of existing crossings; and

WHEREAS, staff from the City of Fayetteville, City of Springdale and the Railroad have worked with the Federal Railroad Administration to develop a final grant agreement.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the acceptance of a Federal Railroad Crossing Elimination Grant in the amount of $576,000.00 and authorizes Mayor Jordan to execute the grant agreement and any other documents necessary to receive the funds.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2024-118

Item ID

6/4/2024

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

Matt Casey	5/15/2024	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A Resolution for approval of a Federal Railroad Administration Grant Agreement and approval of a budget adjustment in the amount of $576,000 to recognize the revenue from the grant.

Budget Impact:

4601.860.7220-5860.02	Street Projects 2022 Bonds
Account Number	Fund
46020.7220	Streets Project (2019/2022 Bonds), Futrall/Gregg and Shiloh/Gregg RR Crossings
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	824,734.00
		Expenses (Actual+Encum)	$	815,305.79
		Available Budget	**$**	**9,428.21**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	576,000.00
		Remaining Budget	**$**	**585,428.21**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 235-22

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	ENGINEERING (621)	
	Requestor: Matt Casey	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A Resolution for approval of a Federal Railroad Administration Grant Agreement and approval of a budget adjustment in the amount of $576,000 to recognize the revenue from the grant.

COUNCIL DATE: 6/4/2024

ITEM ID#: **2024-118**

Holly Black
5/16/2024 9:32 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.2024422

TOTAL	576,000	576,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4601.860.7220-4309.00	-	576,000	46020	7220	RE	Federal Grants - Capital
4601.860.7220-5860.02	576,000	-	46020	7220	EX	Capital Prof Svcs - Engineering/Architectura
	-	-				
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U.S Department of Transportation

Federal Railroad Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS
CITY OF FAYETTEVILLE
113 W Mountain St
Fayetteville, AR 72701-6069

2. AGREEMENT NUMBER: 69A36524420070RCEAR

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 04/01/2024 TO 04/30/2026

5. FEDERAL FUNDING PERIOD: FROM 04/01/2024 TO 04/30/2026

1A. IRS/VENDOR NO. 716018462

1B. UEI. FKCQRMDULFH9 1C. DUNS.

6. ACTION New

7. CFDA#: 20.327

8. PROJECT TITLE
Northwest Arkansas Rail Corridor Safety Study

TITLE	FEDERAL	NON-FEDERAL	TOTAL
9. PREVIOUS AGREEMENTS	0.00	0.00	0.00
10. THIS AGREEMENT	576,000.00	144,000.00	720,000.00
11. TOTAL AGREEMENT	576,000.00	144,000.00	720,000.00

12. INCORPORATED ATTACHMENTS
THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

General Terms and Conditions, Attachment 1; Project Specific Terms and Conditions, Attachment 2; Exhibits, Attachment 3

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58 (2021); 49 U.S.C. § 22909 / Advanced Appropriation in the IIJA, Division J, Title VIII, Public Law 117-58 (2021)

14. REMARKS

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL		17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL	
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL	16A. DATE	18. SIGNATURE OF AUTHORIZED FRA OFFICIAL	18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41010

20. ORGANIZATION CODE: 9000000000

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
69A36524420070RCEAR	27X0760722	2024	10030503AA	576,000.00

AWARD ATTACHMENTS

CITY OF FAYETTEVILLE 69A36524420070RCEAR

1. General Terms and Conditions, Attachment 1
2. Project Specific Terms and Conditions, Attachment 2
3. Exhibits, Attachment 3

U.S. Department of Transportation
Federal Railroad Administration

Attachment 1

GENERAL TERMS AND CONDITIONS

Revision Date: February 15, 2024

General Terms and Conditions
Table of Contents

ATTACHMENT 1 7
ARTICLE 1: TERMS AND CONDITIONS 7
1.1 General Terms and Conditions 7
1.2 Project-Specific Terms and Conditions 7
1.3 Program-Specific Clauses 7
1.4 Exhibits 8
ARTICLE 2: FRA ROLE AND RESPONSIBILITIES 8
2.1 FRA Role 8
2.2 FRA Professional Staff 8
ARTICLE 3: RECIPIENT ROLE 9
3.1 Representations and Acknowledgments on the Project 9
3.2 Representations on Authority and Capacity 9
3.3 FRA Reliance 10
3.4 Project Delivery 10
3.5 Rights and Powers Affecting the Project 10
3.6 Notification of Changes to Key Personnel 11
ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS 11
4.1 Federal Award Amount 11
4.2 Federal Obligations 11
4.3 Maximum Funding Amount 11
4.4 Budget Period 11
4.5 Period of Performance 11
ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES 11
5.1 Notification Requirement 11
5.2 Scope and Statement of Work Changes 12
5.3 Schedule Changes 12
5.4 Budget Changes 12
5.5 Project Cost Savings 13
5.6 FRA Acceptance of Changes 13
ARTICLE 6: GENERAL REPORTING TERMS 14

6.1 Alternative Reporting Methods 14
6.2 Paperwork Reduction Act Notice 14
ARTICLE 7: PROGRESS AND FINANCIAL REPORTING 14
7.1 Quarterly Project Progress Reports and Recertifications 14
7.2 Final Progress Reports and Financial Information 15
7.3 Real Property Reporting 15
ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING 15
8.1 Baseline Performance Measurement 15
8.2 Post-Project Performance Measurement 15
8.3 Project Outcomes Report 16
8.4 General Performance Measurement Requirements 16
8.5 Outcome Measurement and Reporting Survival 16
ARTICLE 9: NONCOMPLIANCE AND REMEDIES 16
9.1 Noncompliance Determinations 16
9.2 Remedies 17
9.3 Other Oversight Entities 18
ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION 18
10.1 Suspension of Award Activities 18
10.2 FRA Termination 19
10.3 Closeout Termination 19
10.4 Post-Termination Adjustments 19
10.5 Non-Terminating Events 19
ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS 20
11.1 Recipient Monitoring and Record Retention 20
11.2 Financial Records and Audits 20
11.3 Internal Controls 21
11.4 FRA Record Access 21
11.5 Site Visits 21
ARTICLE 12: CONTRACTING AND SUBAWARDING 21
12.1 Buy America 21
12.2 Small and Disadvantaged Business Requirements 22
12.3 Engineering and Design Services [Reserved] 22
12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment 22

12.5 Pass-Through Entity Responsibilities 22
12.6 Local Hiring Preference for Construction Jobs 22
12.7 Procurement 23
ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS 23
13.1 Limitation of Federal Award Amount 23
13.2 Project Costs 23
13.3 Timing of Project Costs 23
13.4 Recipient Recovery of Federal Funds 23
13.5 Unexpended Agreement Federal Funds 24
13.6 Interest Earned 24
13.7 Timing of Payments to the Recipient 24
13.8 Payment Method 24
13.9 Information Supporting Expenditures 24
13.10 Reimbursement Request Timing Frequency 24
13.11 Program Income 25
ARTICLE 14: PROPERTY AND EQUIPMENT 25
14.1 General Requirements 25
14.2 Relocation and Real Property Acquisition 25
14.3 Use for Originally Authorized Purpose 25
14.4 Maintenance 25
14.5 Real Property Disposition 26
14.6 Equipment Disposition 26
14.7 Recordkeeping 26
14.8 Encumbrance 26
ARTICLE 15: AMENDMENTS 26
15.1 Bilateral Amendments 26
15.2 FRA Unilateral Amendments 26
15.3 Other Amendments 27
ARTICLE 16: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE 27
16.1 Climate Change and Environmental Justice 27
ARTICLE 17: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY 27
17.1 Racial Equity and Barriers to Opportunity 27
ARTICLE 18: LABOR AND WORK 27

18.1 Labor and Work 27
18.2 OFCCP Mega Construction Project Program 28
ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE 28
19.1 Critical Infrastructure Security and Resilience 28
ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS 28
20.1 Uniform Administrative Requirements for Federal Awards 28
20.2 Federal Law and Public Policy Requirements 29
20.3 Federal Freedom of Information Act 29
20.4 History of Performance 29
20.5 Whistleblower Protection 29
20.6 External Award Terms and Obligations 29
20.7 Incorporated Certifications 30
ARTICLE 21: ASSIGNMENT 30
21.1 Assignment Prohibited 30
ARTICLE 22: WAIVER 30
22.1 Waivers 30
ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS 31
23.1 Disclaimer of Federal Liability 31
23.2 Environmental Review 31
23.3 Project Maintenance Requirement 32
23.4 Appropriations Act Requirements 32
23.5 Standards of Conduct 32
23.6 Changed Conditions of Performance 33
23.7 Litigation 33
23.8 Bipartisan Infrastructure Law Signage Guidelines 33
23.9 Equipment and Supplies 33
23.10 Safety and Technology Data 34
23.11 Intellectual Property 34
23.12 Liquidation of Recipient Obligations 34
ARTICLE 24: CONSTRUCTION AND DEFINITIONS 34
24.1 Agreement 34
24.2 Construction 34

24.3 Integration 35
24.4 Definitions 35
24.5 Calendar Dates 36
24.6 Communication in Writing 36
ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE 36
25.1 Counterparts 36
25.2 Effective Date 36
ARTICLE 26: PROGRAM-SPECIFIC CLAUSES 36
26.1 Interstate Rail Compacts Grant Program 36
26.2 Railroad Crossing Elimination Program Clauses 38
26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses 41
26.4 Restoration and Enhancement Grants Clauses 43
26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses 45

ATTACHMENT 1

This Grant Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the Recipient identified in Attachment 2: Project-Specific Terms and Conditions. This Agreement, including the Agreement cover sheet, this Attachment 1, Attachment 2, and Exhibits A–C, constitutes the entire Agreement between FRA and the Recipient regarding the Project as defined in Attachment 2. All prior discussions and understandings concerning the scope and subject matter of this agreement are superseded by this Agreement.

This Agreement is governed by and subject to 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the U.S. Department of Transportation (USDOT) implementing regulations at 2 C.F.R. part 1201.

ARTICLE 1: TERMS AND CONDITIONS

1.1 General Terms and Conditions

This Attachment 1: General Terms and Conditions, is part of the Agreement between FRA and the Recipient. This Attachment 1 contains the standard terms and conditions governing the administration of this Agreement and the execution of the Project. The General Terms and Conditions incorporate by reference the information contained in Attachment 2 and the Exhibits to this Agreement.

1.2 Project-Specific Terms and Conditions

Attachment 2: Project-Specific Terms and Conditions, is part of the Agreement between FRA and the Recipient. Attachment 2 contains Project-Specific Terms and Conditions, which may include special terms and conditions.

1.3 Program-Specific Clauses

Article 26 of this Attachment 1 contains the applicable program-specific clauses. The Recipient will comply with the program-specific clauses below that are associated with the grant program identified in Attachment 2 of this Agreement. In the event that the Recipient's grant is not authorized under a program listed below, Article 26 does not apply.

(a) For Projects funded under the Interstate Rail Compacts program (49 U.S.C. § 22910), the Recipient will comply with the program-specific clauses in Article 26.1.

(b) For Projects funded under the Railroad Crossing Elimination program (49 U.S.C. § 22909), the Recipient will comply with the program-specific clauses in Article 26.2.

(c) For Projects funded under the Consolidated Rail Infrastructure and Safety Improvements program (49 U.S.C. § 22907), the Recipient will comply with the program-specific clauses in Article 26.3.

(d) For Projects funded under the Restoration and Enhancement program (49 U.S.C. § 22908), the Recipient will comply with the program-specific clauses in Article 26.4.

(e) For Projects funded under the Federal-State Partnership for Intercity Passenger Rail program (49 U.S.C. § 24911) and Federal-State Partnership for State of Good Repair (as authorized in Sections 11103 and 11302 of the Passenger Rail Reform and Investment Act of 2015 (Title XI of the Fixing America's Surface Transportation (FAST) Act, Pub. L. No. 114-94 (2015))), the Recipient will comply with the program-specific clauses in Article 26.5.

1.4 Exhibits

Exhibits A–C are part of the Agreement between FRA and the Recipient. The Recipient will comply with Exhibits A–C.

ARTICLE 2: FRA ROLE AND RESPONSIBILITIES

2.1 FRA Role

(a) FRA is responsible for funding disbursements to the Recipient under this Agreement. FRA will also conduct oversight and monitoring activities to assess Recipient progress against established performance goals and to assess compliance with terms and conditions, including the Statement of Work and other requirements of this Agreement.

(b) If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Recipient in Project activities.

(c) If this award is made as a Grant, FRA will not have substantial programmatic involvement.

2.2 FRA Professional Staff

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. FRA professional staff may include the following:

(a) Financial Analyst. The Financial Analyst will serve as the Recipient's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring.

(b) Grant Manager. The Grant Manager will serve as the Recipient's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Project Manager to facilitate effective Project delivery.

(c) Project Manager. The Project Manager will serve as the Recipient's point of contact for the technical aspects of Project delivery. The Project Manager coordinates Project deliverable review, provides technical assistance to the Recipient, and generally assesses Project progress and performance.

ARTICLE 3: RECIPIENT ROLE

3.1 Representations and Acknowledgments on the Project

(a) The Recipient represents that:

(1) all material statements of fact in the Application were accurate when the Application was submitted and now; and

(2) the Recipient read and understands the terms and conditions in Attachment 1 and Attachment 2 of this Agreement, the applicable program-specific clauses in Article 26 of this Attachment 1, and the information and conditions in the Exhibits.

(b) The Recipient acknowledges that:

(1) the terms and conditions impose obligations on the Recipient and that the Recipient's non-compliance with the terms and conditions may result in remedial action, including terminating the Agreement, disallowing costs incurred for the Project, requiring the Recipient to refund Federal contributions to FRA, and reporting the non-compliance in the Federal-government-wide integrity and performance system. Recipient acknowledges that the terms and conditions impose such obligations on the Recipient whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

(2) The Recipient acknowledges that the requirements of this Agreement apply to the entire Project, including Project costs satisfied from sources other than Agreement Federal Funds.

(c) By entering into this Agreement with FRA, the Recipient agrees to comply with the terms and conditions in Attachment 1 and Attachment 2, including applicable program-specific clauses in Article 26 of this Attachment 1, Exhibits A–C, and all applicable Federal laws and regulations, including those identified in this Agreement. The Recipient will ensure compliance with all terms of this Agreement and all of its parts for all tiers of subawards and contracts under this Agreement, as appropriate. The Recipient understands that the terms and conditions of this Agreement apply regardless of whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

3.2 Representations on Authority and Capacity

The Recipient represents that:

(a) it has the legal authority to receive Federal financial assistance under this Agreement;

(b) it has the legal authority to complete the Project;

(c) all representations and warranties made in the Federal System for Awards Management (SAM.gov) and in the Application are true and correct;

(d) it has the capacity, including legal, technical, institutional, managerial, and financial capacity, to comply with its obligations under this Agreement and complete the Project;

(e) the Non-Federal Funds listed in Article 6 of Attachment 2 of this Agreement are committed to fund the Project;

(f) it has sufficient funds available to ensure that equipment and infrastructure funded under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law;

(g) it has sufficient funds available to ensure that operations funded under this agreement are conducted in compliance with this Agreement and applicable Federal law; and

(h) the individual executing this agreement on behalf of the Recipient has the legal authority to enter this Agreement and make the statements and certifications in this Agreement on behalf of the Recipient.

3.3 FRA Reliance

The Recipient acknowledges that:

(a) FRA relied on statements of fact in the Application and SAM.gov to select the Project to receive this award;

(b) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient and the Project are eligible to receive financial assistance under this Agreement;

(c) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient has the legal authority to implement the Project; and

(d) FRA relied on statements of fact in both the Application and this Agreement to establish the terms of this Agreement; and

(e) FRA's selection of the Project to receive this award may have prevented awards to other eligible applicants.

3.4 Project Delivery

(a) The Recipient will implement and complete the Project to FRA's satisfaction under the terms of this Agreement.

(b) The Recipient will ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

3.5 Rights and Powers Affecting the Project

(a) The Recipient will not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this Agreement without written approval of FRA.

(b) The Recipient will act promptly, in a manner acceptable to FRA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this Agreement.

3.6 Notification of Changes to Key Personnel

The Recipient will notify the FRA Grant Manager in writing within 30 days of any change in key personnel who are identified in the Application, which may require an amendment to this Agreement.

ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount

Under this Agreement, FRA awards a Grant to the Recipient in the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.2 Federal Obligations

This Agreement obligates for the budget period the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.3 Maximum Funding Amount

This Agreement funds the Project at the lesser amount of the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement, or the FRA maximum contribution percentage of the total Project cost identified in Article 6.5 of Attachment 2 of this Agreement.

4.4 Budget Period

The budget period for this award begins on the date of this Agreement and ends on the end date that is listed in Section 5 on the Agreement cover sheet. In this Agreement, "budget period" is used as defined at 2 C.F.R. § 200.1.

4.5 Period of Performance

The Period of Performance for this award is listed in Section 4 on the Agreement cover sheet. In this Agreement, "Period of Performance" is used as defined at 2 C.F.R. § 200.1.

ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement

The Recipient will notify the FRA Grant Manager and Project Manager by electronic correspondence within 30 days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project, including change in authority. In that notification, the Recipient will describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 5.1 is separate from any requirements under this Article 5 that the Recipient request an amendment to this Agreement.

5.2 Scope and Statement of Work Changes

If the Project's activities differ from the activities described in Article 4 of Attachment 2 of this Agreement, then the Recipient will notify FRA in writing of the change, which may require an amendment to this Agreement.

5.3 Schedule Changes

If one or more of the following conditions are satisfied, then the Recipient will request an amendment to this Agreement to update the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement:

(a) a completion date for the Project or a component of the Project is listed in the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed;

(b) a schedule change would require the budget period to continue after the end of the budget period defined in Section 4.4; or

(c) a schedule change would require the Period of Performance to continue after the end of the Period of Performance defined in Section 4.5. The Recipient must submit requests to extend the Period of Performance not later than 90 days before the end of the Period of Performance.

For other schedule changes, the Recipient will notify the Grant Manager in writing.

5.4 Budget Changes

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this Agreement to complete the Project;

(2) any additional funds the Recipient contributes to complete the Project are subject to the requirements of this Agreement in the same manner as the Non-Federal Funds identified in Article 6.5 of Attachment 2 of this Agreement; and

(3) FRA will not increase the amount of this award to address any funding shortfall.

(b) The Recipient will notify FRA in writing if the total Project cost, as described in Table 6-A of Attachment 2 of this Agreement, amount increases, which may result in an amendment to this Agreement.

(c) The Recipient will notify FRA in writing if the Non-Federal Funds amount decreases, which may result in an amendment to this Agreement.

(d) For all other budget changes, the Recipient will follow the applicable procedures and document the changes in writing.

5.5 Project Cost Savings

(a) If there are Project Cost Savings, then the Recipient may notify FRA in writing of its intent to include in the Project and complete with the Project Cost Savings the additional activities within the scope of this award that are specified in the Additional Task(s) in Article 4 of Attachment 2 of this Agreement. The Recipient will complete the Additional Task(s) after FRA provides a written approval. An amendment to this Agreement is not required to proceed with the Additional Task(s).

(b) If there are Project Cost Savings, and there are not Additional Task(s) identified in Article 4 of Attachment 2 of this Agreement, then the Recipient may propose a new task that is within the scope of this award and request an amendment to add the new task to this Agreement and complete it with Project Cost Savings.

(c) In this Agreement, **"Project Cost Savings"** means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA's satisfaction, the actual Project costs are less than the estimated total Project costs. There are no Project Cost Savings prior to completion of the Project or if the actual costs to complete the Project are equal to or greater than the total Project cost listed in Section 6.5 of Attachment 2 of this Agreement.

(d) If there are Project Cost Savings and either the Recipient does not make a proposal or FRA does not accept the Recipient's proposal under (a) of this Section 5.5, then:

(1) The Recipient will provide written notice to FRA and reduce the Federal Share by the Project Cost Savings, which may result in an amendment to this Agreement; and

(2) If the reduced Federal Share reduces this award and the Recipient received reimbursed costs exceeding the appropriate amount under the reduced award, the Recipient will refund the difference between the reimbursed costs and the reduced award.

(e) In this Agreement, "Federal Share" means the sum of the Agreement Federal Funds and Other Federal Funds amounts that are identified in the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement.

(f) The Recipient acknowledges that amounts that are required to be refunded under this Section constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.6 FRA Acceptance of Changes

FRA may accept or reject changes requested under this Article 5, and in doing so may elect to consider only the interests of the grant program and FRA. The Recipient acknowledges that any request under this Article 5 does not amend, modify, or supplement this Agreement unless FRA

accepts the request and the parties amend this Agreement under Section 15.1 of this Attachment 1.

ARTICLE 6: GENERAL REPORTING TERMS

6.1 Alternative Reporting Methods

FRA may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient will use the processes required by FRA.

6.2 Paperwork Reduction Act Notice

Under 5 C.F.R. § 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (OMB). Notwithstanding any other term of this Agreement, the due date for any information collections required under this Agreement, including the reporting requirements in Articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7: PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications

(a) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a complete FRA Form 34[1] Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

(1) a certification that the Recipient is in compliance with 2 C.F.R. § 200.303 (Internal Controls) and 2 C.F.R. part 200, Subpart F (Audit Requirements);

(2) the certification required under 2 C.F.R. § 200.415(a); and

(3) a certification that the Recipient is complying with any environmental mitigation commitments and Section 106 compliance obligations.

If the date of this Agreement is in the final month of a quarter, then the Recipient will submit the first Quarterly Project Progress Report and Recertification in the quarter that begins after the date of this Agreement.

(b) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a Federal Financial Report (SF-425) covering the previous quarter.

[1] FRA Form 34 is available at https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports

7.2 Final Progress Reports and Financial Information

No later than 120 days after the end of the Period of Performance, the Recipient will submit:

(a) a final Quarterly Project Progress Report and Recertification in the format and with the content described in Section 7.1(a) of this Attachment 1 for each Quarterly Project Progress Report and Recertification;

(b) a final SF-425 through GrantSolutions;

(c) a Final Performance Report FRA Form 33 as provided by FRA[2] ; and

(d) any other information required under FRA's award closeout procedures.

7.3 Real Property Reporting

The Recipient will comply with the reporting obligations in 2 C.F.R. § 200.330, as directed by FRA.

ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING

8.1 Baseline Performance Measurement

Within one year before the start of work on the Project, the Recipient will collect baseline data for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement. Within six months of the start of the Period of Performance, the Recipient will submit to FRA a Baseline Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure. The Recipient will also provide FRA access to the data collected in machine-readable format.

8.2 Post-Project Performance Measurement

For each performance measure that is listed in Article 7 of Attachment 2 of this Agreement, the Recipient will collect data and submit to FRA a Post-Project Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure, at the frequency and for the duration identified in Article 7 of Attachment 2 of this Agreement. The Recipient will also provide FRA access to the data collected in machine-readable format. If an external factor affects a performance measure, the Recipient will identify that external factor in the Post-Project Performance Measurement Report and discuss the external factor's influence on the performance measure. In the Post-Project Performance Report, the Recipient will compare the actual project performance against the pre-project (baseline) performance and expected post-project performance as described in Table 7-A of Attachment 2 of this Agreement.

[2]FRA Form 33 is available at https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports

8.3 Project Outcomes Report

Where indicated in Article 7 of Attachment 2 of this Agreement, the Recipient will submit to FRA, not later than January 31st of the year that follows the final year during which data were collected, a Project Outcomes Report that contains:

(a) an analysis of the impacts of the Project, including a comparison of the baseline performance measurement data collected under Section 8.1 of this Attachment 1 with the post-project performance measurement data that the Recipient reported in the final Post-Project Performance Measurement Report required under Section 8.2 of this Attachment 1;

(b) for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement, an analysis of the accuracy of the projected outcome; and

(c) all data collected under Sections 8.1 and 8.2 of this Attachment 1;

(d) additional information as directed.

8.4 General Performance Measurement Requirements

The Recipient will ensure that all data collection for each performance measure identified in Article 7 of Attachment 2 of this Agreement is completed in a manner consistent with the description, location, and other attributes associated with that performance measure.

8.5 Outcome Measurement and Reporting Survival

The data collection and reporting requirements in Article 8 of this Attachment 1 survive the termination of this Agreement. FRA may consider the Recipient's compliance with this requirement after closeout of the grant in its evaluation of future applications for Federal financial assistance.

ARTICLE 9: NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations

(a) Notice of Proposed Determination. If FRA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, FRA will notify the Recipient of a proposed determination of noncompliance through a written notice that:

(1) explains the noncompliance;

(2) describes a proposed remedy that is consistent with Section 9.2 of this Attachment 1;

(3) describes the process and form in which the Recipient may respond to the notice that is consistent with Section 9.1(b) of this Attachment 1; and

(4) if applicable, provides the Recipient an opportunity to cure the noncompliance or take corrective action.

(b) Response to Notice of Proposed Determination. The Recipient may, not later than 7 days after receiving the notice of proposed determination of noncompliance, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the proposed remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy;

(3) acknowledge the noncompliance and agree to cure or take corrective action; or

(4) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response sufficient documentation or other information supporting the Recipient's compliance.

(c) Notice of Final Determination. After considering the Recipient's response or failure to timely respond under Section 9.1(b) of this Attachment 1, FRA will make a final determination. To make a final determination, FRA must provide a written notice to the Recipient that:

(1) states what the final determination is (e.g., noncompliance or compliance);

(2) states the basis for the final determination; and

(3) describes the remedy that FRA is imposing, if applicable, or if FRA is not imposing a remedy, describes the resolution to the proposed determination of noncompliance, including whether the Recipient has cured or corrected the noncompliance.

(d) If FRA determines the noncompliance is one that cannot be addressed while work on the Project is ongoing, in the notice of proposed determination or in the notice of final determination, FRA will direct the Recipient to stop work. The Recipient will stop work and will direct any Subrecipients or contractors to stop work immediately upon receipt of a notice to stop work from FRA.

(e) FRA may consider the public interest in making a determination of noncompliance and imposing a remedy.

9.2 Remedies

(a) If FRA makes a final determination of noncompliance under Section 9.1(c) of this Attachment 1, FRA may impose a remedy, including:

(1) additional conditions on the award;

(2) requiring the Recipient to prepare and implement a corrective action plan;

(3) directing the Recipient to stop work;

(4) any remedy permitted under 2 C.F.R. §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to FRA; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(5) any other remedy legally available.

(b) The Recipient acknowledges that any amounts FRA requires the Recipient to refund to FRA under this Section 9.2 constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

(c) Other Remedies. The termination authority under Article 10 of this Attachment 1 supplements and does not limit FRA's remedial authority under this Article 9 or 2 C.F.R. part 200, including 2 C.F.R. §§ 200.339-200.240. FRA reserves the right to seek any appropriate remedy or otherwise enforce the terms and conditions of this Agreement as authorized by law.

9.3 Other Oversight Entities

Nothing in Article 9 of this Attachment 1 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION

10.1 Suspension of Award Activities

(a) If FRA determines that the remedy for noncompliance imposed under Article 9 of this Agreement does not achieve the desired result or is unlikely to improve compliance or performance, FRA may suspend activities under this Agreement pending corrective action by the Recipient or termination.

(b) If FRA suspends activities under this Agreement, FRA will notify the Recipient in writing of the following, which may be included in the determinations of non-compliance under Section 9.1 of this Attachment 1:

(1) what project activities, if any, will take place during the period of suspension;

(2) what costs FRA will reimburse if the suspension is lifted and the award resumed;

(3) what corrective actions must occur during the suspension; and

(4) FRA's intent to terminate the award under this Article 10 if the Recipient does not meet the conditions of the remedial action.

(c) The duration of the temporary suspension of activities under the Agreement should be commensurate with the corrective action needed, but should not exceed 120 days at the outset. If the Recipient is not making sufficient progress in correcting the noncompliance, FRA must consider both financial and programmatic requirements in determining the appropriate extension to avoid the need for termination.

10.2 FRA Termination

(a) FRA may terminate this Agreement and all its obligations under this Agreement if any of the following occurs:

(1) the Recipient fails to obtain or contribute the required Non-Federal Funds, or alternatives approved by FRA, as provided in this agreement and consistent with Article 6 of Attachment 2 of this Agreement;

(2) the Recipient fails to meet a milestone by six months after the completion date listed in Article 5 of Attachment 2 of this Agreement and the Recipient fails to request an amendment to this Agreement pursuant to Section 5.3 of this Attachment 1;

(3) the Recipient fails to comply with the terms and conditions of this Agreement;

(4) there are changes to the Project that FRA determines are inconsistent with FRA's basis for selecting the Project to receive the award; or

(5) FRA determines that termination of this Agreement is in the public interest.

(b) The Recipient may request that FRA terminate the Agreement, which may result in FRA determining noncompliance and imposing remedies pursuant to Article 9 of this Attachment 1.

10.3 Closeout Termination

(a) This Agreement terminates on Project Closeout.

(b) In this Agreement, "Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.4 Post-Termination Adjustments

The Recipient acknowledges that under 2 C.F.R. §§ 200.345–200.346, termination of this Agreement does not extinguish FRA's authority to disallow costs, including costs that FRA reimbursed before termination, and recover funds from the Recipient.

10.5 Non-Terminating Events

(a) The end of the budget period described under Section 4.4 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

(b) The end of the Period of Performance described under Section 4.5 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention

(a) The Recipient will monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient will monitor the activities of the Subrecipient in compliance with 2 C.F.R. §200.332(d).

(c) The Recipient will retain and provide access to records relevant to the award during the course of the Project and for three years after closeout or longer, as required under 2 C.F.R. § 200.334

(d) The Recipient will adhere to the recording and recordkeeping requirements set forth in 2 C.F.R. §§ 200.334–200.338. Project Closeout does not alter these requirements.

11.2 Financial Records and Audits

(a) The Recipient will keep all Project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.

(b) The Recipient will keep accounts and records described under Section 11.2(a) of this Attachment 1 in accordance with a financial management system that meets the requirements of 2 C.F.R. §§ 200.301–200.303 and 2 C.F.R. part 200, subpart F and will facilitate an effective audit in accordance with 31 U.S.C. §§ 7501–7506.

(c) The Recipient will separately identify expenditures under the award in financial records required for audits under 31 U.S.C. §§ 7501–7506. Specifically, the Recipient will:

(1) list expenditures separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including the fiscal year in the format "FY 202X" in the program name; and

(2) list expenditures on a separate row under Part II, Item 1 (Federal Awards Expended During Fiscal Period) of Form SF-SAC, including "FY 202X" in Column C (Additional Award Identification).

(d) If the Recipient expends $750,000 or more in Federal awards during the Recipient's fiscal year, a single or program audit will be conducted for that year, consistent with 2 C.F.R. §§ 200.501(a) and 200.512(c).

11.3 Internal Controls

The Recipient will establish and maintain internal controls as required under 2 C.F.R. § 200.303.

11.4 FRA Record Access

FRA may access Recipient records related to this award under 2 C.F.R. § 200.337.

11.5 Site Visits

FRA may conduct site visits to review Project activities, accomplishments, and management control systems and to provide technical assistance to the Recipient. The Recipient will provide or ensure reasonable, safe, and convenient access to FRA for any such site visit. FRA will conduct all site visits in such a manner as will not unduly delay work conducted by the Recipient, Subrecipient, or contractor.

ARTICLE 12: CONTRACTING AND SUBAWARDING

12.1 Buy America

(a) For infrastructure projects, steel, iron, manufactured goods, and construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) For all other projects, the Recipient's acquisition of steel, iron, and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. The Recipient also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

(c) Under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(d) Under 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

12.2 Small and Disadvantaged Business Requirements

The Recipient will expend all funds under this award in compliance with the requirements at 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), and to the extent applicable, 49 C.F.R. part 26 (Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs).

12.3 Engineering and Design Services [Reserved]

12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the Recipient and all Subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

12.5 Pass-Through Entity Responsibilities

(a) If the Recipient makes a subaward under this award, the Recipient will comply with the requirements for pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. §§ 200.331–200.333, regardless of whether the Recipient is also a Pass-Through Entity as defined in 2 C.F.R. § 200.1.

(b) The Recipient will report any subaward obligation of $25,000 or more in Federal funds in USASpending.gov consistent with the Federal Funding Accountability and Transparency Act, Pub. L. 109-282.

(c) The Recipient is accountable for performance under this award, the appropriate expenditure of funds, and other requirements under this Agreement. The Recipient is responsible for any non-compliance under the award and for compliance with any remedies imposed.

12.6 Local Hiring Preference for Construction Jobs

Under Section 25019 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. B, tit. V (2021), a Recipient or Subrecipient may implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by this grant if funded under title 49 or 23 United States Code, including prehire agreements, subject to any applicable State and local laws, policies, and procedures. The use of such a local or other geographical or economic hiring preference in any bid for a contract for the construction of a project funded by this grant shall not be considered to unduly limit competition. Project labor agreements should be consistent with the definition and standards outlined in Executive Order 13502. The Recipient will document its consideration of Local Hiring Preference for Construction Jobs related to the Project in Article 11 of Attachment 2 of this Agreement. For additional information, see https://www.transportation.gov/sites/dot.gov/files/2023-05/Creating-Local-Construction-Workforce.pdf.

12.7 Procurement

The Recipient may acquire property, goods, or services in connection with the Project. If the Recipient is a State, then it will use its own procurement procedures that reflect applicable State laws and regulations in compliance with 2 C.F.R. § 200.317. A Subrecipient of a State will follow the policies and procedures allowed by that State when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a State or Subrecipient of a State will comply with 2 C.F.R. §§ 200.318–200.327, and applicable supplementary USDOT or FRA directives and regulations. The Recipient will provide technical specifications and requirements to FRA for review upon request.

ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount

Under this award, FRA will not provide funding in an amount greater than the Agreement Federal Funds. The Recipient acknowledges that FRA is not liable for payments exceeding that amount, and the Recipient will not request reimbursement of costs exceeding that amount.

13.2 Project Costs

This award is subject to the cost principles at 2 C.F.R. part 200, subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs

(a) The Recipient will not charge to this award costs that are incurred after the budget period.

(b) The Recipient will not charge to this award costs that were incurred before the date of this Agreement unless those costs are identified as approved pre-award costs in Section 6.6 of Attachment 2 of this Agreement and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 C.F.R. § 200.458. This agreement hereby terminates and supersedes any previous FRA approval for the Recipient to incur costs under this award for the Project. Section 6.6 of Attachment 2 of this Agreement is the exclusive FRA approval of costs incurred before the date of this Agreement.

(c) The Recipient may request approval of pre-award costs in a written request that demonstrates the purpose and amount of the costs, compliance with 2 C.F.R. § 200.458, and whether such costs would otherwise serve as Non-Federal Funds.

13.4 Recipient Recovery of Federal Funds

The Recipient will make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if FRA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner. The Recipient will not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by FRA.

13.5 Unexpended Agreement Federal Funds

Any Agreement Federal Funds that are obligated but not expended on allocable, allowable costs remain the property of the United States.

13.6 Interest Earned

Interest earned on advances of Agreement Federal Funds is not program income.

13.7 Timing of Payments to the Recipient

(a) Reimbursement is the payment method, unless otherwise approved by FRA.

(b) The Recipient will not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.8 Payment Method

(a) The Recipient will use the DELPHI e-Invoicing System (https://www.dot.gov/cfo/delphi-einvoicing-system.html) to request reimbursement under this award. FRA will provide access to that system upon request by the Recipient.

(b) FRA may deny a payment request that is not submitted using the method identified in this Section.

13.9 Information Supporting Expenditures

(a) When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient will electronically submit the SF 270 (Request for Advance or Reimbursement) and will submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient will include a detailed breakout of all costs incurred and classify all costs by task and by Agreement Federal Funds and Agreement Non-Federal Funds.

(b) Unless FRA and the Recipient agree otherwise in writing, the Recipient will ensure that the proportion of expenditure of Agreement Federal Funds to Agreement Non-Federal Funds is not more than the maximum percent of total Project cost FRA will contribute identified in Section 6.5 of Attachment 2 of this Agreement. The Recipient will ensure the proportional expenditure of funds is reflected in the detailed breakout of costs supporting the SF 270.

(c) If the Recipient submits a request for reimbursement that FRA determines does not include or is not supported by sufficient detail, FRA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Reimbursement Request Timing Frequency

The Recipient will request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient will not submit any single payment request exceeding $99,999,999.99. The Recipient will not submit a payment request exceeding $50,000,000.00 unless the Recipient notifies FRA six days before submitting the request.

13.11 Program Income

The Recipient is encouraged to earn income to defray Project costs, where appropriate, and will work with FRA to determine how income may be applied to the grant, in accordance with 2 C.F.R. § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. The Recipient will maintain records of all program income.

ARTICLE 14: PROPERTY AND EQUIPMENT

14.1 General Requirements

The Recipient will comply with the property standards of 2 C.F.R. §§ 200.310–200.316 and will ensure compliance with these standards for all tiers of subawards and contracts under this award.

14.2 Relocation and Real Property Acquisition

The Recipient will comply with the land acquisition policies and relocation requirements in 42 U.S.C. § 4601 et seq. and 49 C.F.R. part 24, subparts A–F, as applicable. At a minimum, under this section, the Recipient will:

(a) comply with the land acquisition policies in 49 C.F.R. part 24, subpart B and will pay or reimburse property owners for necessary expenses as specified in that subpart;

(b) provide a relocation assistance program offering the services described in 49 C.F.R. part 24, subpart C and provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24, subparts D–E; and

(c) make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. part 24, subpart E.

(d) provide to FRA a real estate acquisition and management plan prior to beginning real property acquisition if the Project is designated a Major Project in Article 1 of Attachment 2 of this Agreement, or if the total Project cost in Section 6.5 of Attachment 2 of this Agreement is greater than $300 million and the Project is also receiving financial assistance from the Federal Transit Administration (FTA).

14.3 Use for Originally Authorized Purpose

The Recipient will ensure that property and equipment funded under this Agreement is used for the originally authorized purpose. If necessary to satisfy this obligation, the Recipient will enter into appropriate arrangements with the entity or entities using, or with the owner of right-of-way used by, the property and/or equipment funded under this Agreement.

14.4 Maintenance

The Recipient will ensure that any property, improvements to property, and any equipment funded under this Agreement are maintained in good working order and in accordance with FRA regulations, guidelines, and directives.

14.5 Real Property Disposition

In accordance with 2 C.F.R. § 200.311, when real property acquired or improved under this award is no longer used for its originally intended purpose, the Recipient will request disposition instructions from FRA.

14.6 Equipment Disposition

(a) In accordance with 2 C.F.R. §§ 200.313 and 1201.313, when equipment acquired under this award is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a Subrecipient of a State, that entity will dispose of that equipment in accordance with State laws and procedures; and

(2) if the entity that acquired the equipment is neither a State nor a Subrecipient of a State, that entity will request disposition instructions from FRA.

(b) In accordance with 2 C.F.R. §200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. §§ 200.313–200.316 and 2 C.F.R. § 1201.313.

14.7 Recordkeeping

The Recipient will keep records regarding the operation and maintenance of property, improvements to property, equipment, and supplies funded under this Agreement and will provide them to FRA upon request.

14.8 Encumbrance

The Recipient will not create an obligation, such as a transfer of title, lease, lien, mortgage, or encumbrance, that would dispose of or encumber the Recipient's title or other interest in property, improvements to property, equipment or supplies funded under this Agreement without prior written approval from FRA.

The Recipient will not take any action that would adversely affect FRA's interest or impair the Recipient's continuing control over the use of the property, improvements to property, equipment, or supplies funded under the Agreement without prior written approval from FRA.

ARTICLE 15: AMENDMENTS

15.1 Bilateral Amendments

The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by FRA and the Recipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.

15.2 FRA Unilateral Amendments

(a) FRA may unilaterally amend this Agreement for the following reasons:

(1) to comply with Federal law;

(2) at closeout or in anticipation of closeout; and

(3) other non-substantive changes, such as to correct typographical errors, as deemed appropriate by FRA.

(b) To unilaterally amend this Agreement under Section 15.3 of this Attachment 1, FRA will provide a written notice to the Recipient that includes the amendment and the date that the amendment is effective.

(c) Except at closeout or in anticipation of closeout, FRA may not unilaterally amend the Statement of Work, this Agreement's monetary amount, the delivery schedule, the Period of Performance, or other terms or conditions of this Agreement.

15.3 Other Amendments

The parties will not amend, modify, or supplement this Agreement except as permitted under Sections 15.1, 15.2, or 15.3 of this Attachment 1. If an amendment, modification, or supplement is not permitted under Section 15.1, 15.2, or 15.3 of this Attachment 1, it is void.

ARTICLE 16: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

16.1 Climate Change and Environmental Justice

Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), the Recipient will document its consideration of climate change and environmental justice impacts of the Project in Article 9 of Attachment 2 of this Agreement.

ARTICLE 17: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

17.1 Racial Equity and Barriers to Opportunity

Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), the Recipient will document its activities related to the Project to improve racial equity and reduce barriers to opportunity in Article 10 of Attachment 2 of this Agreement.

ARTICLE 18: LABOR AND WORK

18.1 Labor and Work

Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021) (IIJA), the Recipient will document its consideration of job quality and labor rights, standards, and protections related to the Project in Article 11 of Attachment 2 of this Agreement.

18.2 OFCCP Mega Construction Project Program

If the total eligible Project costs listed in Attachment 2 of this Agreement are greater than $35,000,000 and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) selects this award for participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.

ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

19.1 Critical Infrastructure Security and Resilience

(a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient will consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in Section 1.3 of Attachment 2 of this Agreement is "Elevated," then not later that than two years after the date of this Agreement the Recipient will submit to FRA a report that:

(1) identifies a cybersecurity point of contact for the transportation infrastructure being improved in the Project;

(2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;

(3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

(4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and

(5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

20.1 Uniform Administrative Requirements for Federal Awards

The Recipient will comply, and will ensure that other entities receiving funding under this agreement will comply, with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201, regardless of whether the Recipient or other entity receiving funding under this agreement is a Non-Federal entity as defined in 2 C.F.R. § 200.1, except that subpart F of part 200 does not apply if the Recipient or Subrecipient is a for-profit entity.

20.2 Federal Law and Public Policy Requirements

(a) The Recipient will ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of this Agreement to expressly identify Federal law applicable to the Recipient or activities under this Agreement does not make that law inapplicable.

20.3 Federal Freedom of Information Act

(a) FRA is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552.

(b) The Recipient acknowledges that the Application and materials submitted to FRA by the Recipient related to this Agreement will become FRA records that may be subject to public release under 5 U.S.C. § 552. If the Recipient submits any materials to FRA related to this Agreement that the Recipient considers to include trade secret or confidential commercial or financial information, the Recipient should note that the submission contains confidential business information, mark each affected page, and highlight or otherwise denote the portions of the submission that contain confidential business information.

20.4 History of Performance

Under 2 C.F.R. § 200.206, any Federal awarding agency may consider the Recipient's performance under this Agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

20.5 Whistleblower Protection

(a) The Recipient acknowledges that it is a "Recipient" within the scope of 41 U.S.C. § 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient will inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations

(a) In addition to this document and the contents described in Article 25 of this Attachment 1, this Agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R. § 175.15(b): Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient will comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

20.7 Incorporated Certifications

The Recipient makes the representations in the following certifications, which are incorporated by reference:

(a) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 21: ASSIGNMENT

21.1 Assignment Prohibited

The Recipient will not transfer to any other entity any discretion granted under this Agreement, any right to satisfy a condition under this Agreement, any remedy under this Agreement, or any obligation imposed under this Agreement.

ARTICLE 22: WAIVER

22.1 Waivers

(a) A waiver of a term of this Agreement authorized by law and granted by FRA will not be effective unless it is in writing and signed by an authorized representative of FRA.

(b) A waiver of a term of this Agreement granted by FRA on one occasion will not operate as a waiver on other occasions.

(c) If FRA fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS

23.1 Disclaimer of Federal Liability

FRA will not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

23.2 Environmental Review

(a) Except as authorized by law or under 23 C.F.R. § 771.113(d)(4), the Recipient will not begin final design activities; acquire real property, construction materials, or equipment, including rolling stock; begin construction; or take other actions that would have an adverse environmental impact or limit the choice of reasonable alternatives for the Project unless and until FRA complies with the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. (NEPA), and any other applicable environmental laws and regulations. In addition, the Recipient will not begin project development that involves ground disturbing activity prior to FRA compliance with NEPA and any other applicable environmental laws and regulations.

(b) The Recipient acknowledges that:

(1) FRA's actions under Section 23.2(a) of this Attachment 1 may depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to FRA; and

(2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(c) Consistent with 23 C.F.R. § 771.105(a), to the maximum extent practicable and consistent with Federal law, the Recipient will coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in Article 4 of Attachment 2 of this Agreement and other information described in this Agreement may inform environmental decision-making processes, but the parties do not intend this Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with Article 4 of Attachment 2 of this Agreement or other information in this Agreement, then FRA will either:

(1) amend this Agreement under Section 15.1 of this Attachment 1 for consistency with the selected build alternative; or

(2) if FRA determines that the condition at Section 10.1(a)(5) of this Attachment 1 is satisfied, terminate this Agreement under Section 10.1(a)(5) of this Attachment 1; or

(3) take other action as deemed appropriate by FRA.

(g) The Recipient will complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Article 4 of Attachment 2 of this Agreement identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

23.3 Project Maintenance Requirement

The Recipient will ensure that any property and equipment funded within this Agreement is operated and maintained in good operating order and in accordance with 2 C.F.R. §§ 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that FRA may issue.

23.4 Appropriations Act Requirements

The Recipient will comply with applicable requirements of the appropriations act identified in Section 6.3 of Attachment 2 of this Agreement.

23.5 Standards of Conduct

The Recipient will comply with the following standards of conduct:

(a) Standards of Conduct. The Recipient will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal contribution provided through this Agreement. The code or standards will provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential Subrecipients or contractors. The Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by Subrecipients or their agents.

(b) Personal Conflict of Interest. The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by the Federal contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

(c) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

(d) Existing Codes or Standards. This Section does not require the Recipient to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the required elements.

(e) Disclosure of Conflicts. The Recipient will disclose in writing any potential conflict of interest to FRA or pass-through entity.

23.6 Changed Conditions of Performance

The Recipient will notify FRA of any event that may affect its ability to perform the Project in accordance with the terms of this Agreement.

23.7 Litigation

The Recipient will notify FRA in writing of any decision pertaining to the Recipient's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. The Recipient will inform FRA in writing before naming FRA as a party to any type of litigation for any reason in any forum.

23.8 Bipartisan Infrastructure Law Signage Guidelines

For projects funded by the Bipartisan Infrastructure Law, also known as the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (2021), the Recipient will ensure:

(a) signage is designed consistent with the guidelines and design specifications available at https://www.whitehouse.gov/wp-content/uploads/2023/02/Investing-in-America-Brand-Guide.pdf. Signs should include the official Investing in America logo and identify the project as "funded by President Biden's Bipartisan Infrastructure Law."

(b) signage displays the FRA logo and the Recipient logo, if any, along with the official Investing in America logo. The FRA logo should not be displayed in a manner that implies FRA itself is conducting the project.

(c) where applicable, the signage includes the project name (e.g., [Name of] Project funded by President Biden's Bipartisan Infrastructure Law.)

(d) the sign is placed at construction sites where it is clearly visible near the location of work and that the sign is maintained in good condition throughout the construction period.

(e) signs on equipment are placed in an easily visible location and maintained in good condition

23.9 Equipment and Supplies

The Recipient will maintain written policies and procedures that address acquisition, classification, and management of all equipment and supplies acquired or used under this award.

23.10 Safety and Technology Data

The Recipient will ensure that FRA has access to safety and technology relevant data generated by the Recipient under the award, in a machine-readable format, where specified in Article 4 of Attachment 2 of this Agreement.

23.11 Intellectual Property

The Recipient agrees to the standard patent rights clauses issued by the Department of Commerce at 37 C.F.R. Part 401, as applicable.

23.12 Liquidation of Recipient Obligations

(a) The Recipient will liquidate all obligations of award funds under this Agreement not later than 120 days after the end of the Period of Performance.

(b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 C.F.R. §§ 200.344–200.346.

ARTICLE 24: CONSTRUCTION AND DEFINITIONS

24.1 Agreement

This Agreement consists of the following:

(a) Agreement Cover Sheet

(b) Attachment 1: General Terms and Conditions

(c) Attachment 2: Project-Specific Terms and Conditions

(d) Exhibit A: Applicable Federal Laws and Regulations

(e) Exhibit B: Additional Standard Terms

(f) Exhibit C: Quarterly Project Progress Reports and Recertifications

24.2 Construction

(a) In these General Terms and Conditions, there are no references to articles or sections in project-specific portions of this Agreement that are not contained in Attachments or Exhibits listed in Section 24.1.

(b) If a provision in these General Terms and Conditions or the Exhibits conflicts with a provision in the Project-Specific Terms and Conditions in Attachment 2 of this Agreement, then the relevant portion in Attachment 2 prevails. If a provision in the Exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.3 Integration

This Agreement constitutes the entire agreement of the parties relating to the Project and supersedes any previous agreements, oral or written, relating to the Project.

24.4 Definitions

This Section defines terms used in this Agreement. Additional definitions found in 2 C.F.R. § 200.1 are incorporated by referenced into this Agreement.

“Agreement Federal Funds” means the total amount of Federal funds obligated under this Agreement. This is the amount shown in Section 6.1 of Attachment 2 of this Agreement.

“Application” means the application identified in Article 3 of Attachment 2 of this Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

“Construction Substantial Completion” means the stage of the Project when all construction tasks are complete such that the Recipient can use the Project for its intended use and only closeout activities remain. Activity to address or complete closeout activities will not prevent or disrupt use of the Project.

“Contingent Commitment” means the unobligated amounts of future available budget authority specified in law that FRA commits to obligate under the terms of this Agreement.

“Federal Share” means the sum of Agreement Federal Funds and Other Federal Funds. If there are no Other Federal Funds, the Federal Share is the same as the Agreement Federal Funds.

“General Terms and Conditions” means this Attachment 1.

“Other Federal Funds” means Federal funds that are part of the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement for the Project but are not obligated under this Agreement.

“Project” means the project proposed in the Application, as modified by the negotiated provisions of this Agreement, including Attachment 2 of this Agreement.

“Project Closeout” means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

“Project Cost Savings” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs.

“Rural Area” means any area that is not within an area designated as an urbanized area by the Bureau of the Census.

24.5 Calendar Dates

Unless otherwise specified, all dates and durations are in calendar days, calendar quarters, or calendar years, as appropriate.

24.6 Communication in Writing

Unless otherwise specified, all written communication may be provided by electronic mail.

ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date

The agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it.

ARTICLE 26: PROGRAM-SPECIFIC CLAUSES

26.1 Interstate Rail Compacts Grant Program

The Recipient agrees to comply with the clauses in Section 26.1 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.1 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Non-Federal Match. The Recipient will provide a Non-Federal match of not less than 50 percent of the eligible expenses under the grant.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1, the Recipient will comply with the following clauses, as applicable:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.1 of this Attachment 1, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.1(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to

those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Operator Limitation. Recipient's eligible expenses must be related to intercity passenger rail service to be operated by Amtrak.

(i) Reporting. As requested by FRA, the Recipient will report on:

(1) the status of the planning efforts and coordination funded by the grant award;

(2) plans for continued implementation of the interstate rail compact;

(3) the status of, and data regarding, any new, restored, or enhanced rail services initiated under the interstate rail compact; and

(4) other data and information as requested by FRA.

26.2 Railroad Crossing Elimination Program Clauses

The Recipient agrees to comply with the clauses in Section 26.2 of this Attachment 1.

Consistent with 49 U.S.C. §§ 22905(e) & 22909(j), clauses (b), (c), (d), and (g) of Section 26.2 of this Agreement 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law. In addition, clause (f) does not apply to: 1) the Alaska Railroad or its contractors; or 2) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.2(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Impacted Rail Carrier or Real Property Owner Approvals. In accordance with 49 U.S.C. § 22909(e)(2)(A), prior to proceeding with the construction of the Project funded by this Agreement, if applicable, Recipient will obtain necessary approvals to commence construction from any impacted rail carriers or real property owners. If the Project is a planning project, as described in 49 U.S.C. § 22909(d)(6), the Recipient agrees to work collaboratively with rail carriers and right-of-way owners.

(f) Labor Protective Arrangements

(1) Notwithstanding 49 U.S.C. § 22905(e)(1), and in accordance with 49 U.S.C. § 22909(j)(3), any employee covered by the Railway Labor Act (45 U.S.C. § 151 et seq.) and the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.) who is adversely affected by actions taken in connection with the project financed in whole or in part by such grant shall be covered by employee protective arrangements required to be established under 49 U.S.C. § 22905(c)(2)(B). In accordance with 49 U.S.C. § 22905(c)(2)(B), the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404, as such protective arrangements are described in the final FRA guidance titled Equivalent Protections for Railroad Employees and effective December 28, 2022, included herein in Exhibit B.

(2) In accordance with 49 U.S.C. § 22909(j)(3), Recipient, and any successors, assigns, and contractors of Recipient:

i. shall be bound by the employee protective arrangements required under subparagraph (1); and

ii. shall be responsible for the implementation of such arrangements and for the obligations under such arrangements, but may arrange for another entity to take initial responsibility for compliance with the conditions of such arrangement.

(3) Labor protections required pursuant to Subsection (f) of Section 26.2 of this Attachment 1 shall be documented consistent with Article 18 of this Attachment 1.

(g) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with

those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(h) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.3 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.3 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. §22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall

include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.3(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements

negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.4 Restoration and Enhancement Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.4 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.4 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right-of -way and facilities under current law.

(a) Maximum Funding Limitation. A grant authorized by 49 U.S.C. § 22908 may not exceed:

(1) 90 percent of the projected net operating costs for the first year of service;

(2) 80 percent of the projected net operating costs for the second year of service;

(3) 70 percent of the projected net operating costs for the third year of service;

(4) 60 percent of the projected net operating costs for the fourth year of service;

(5) 50 percent of the projected net operating costs for the fifth year of service; and

(6) 30 percent of the projected net operating costs for the sixth year of service.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The

Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.4 of this Attachment 1, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.4(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform

Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Route Reporting. The Recipient will provide similar information regarding the route performance, financial, and ridership projections, and capital and business plans that Amtrak is required to provide, and such other data and information as is required by Article 4 of Attachment 2 of this Agreement.

(i) Termination. In addition to the terms of this Attachment 1, FRA may terminate this Agreement upon the cessation of service, or the violation of any other term of this Agreement.

26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses

The Recipient agrees to comply with the clauses in Section 26.5 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.5 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58,

div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, as appropriate and to the extent consistent with law, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.5(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Northeast Corridor Cost Allocation. For projects located on the Northeast Corridor, as that term is defined in 49 U.S.C. § 24911(a)(4), Amtrak and the public authorities providing commuter rail passenger transportation at the Project location on the Northeast Corridor must remain in compliance with 49 U.S.C. § 24905(c)(2).

(i) Interest and Financing Costs. Pursuant to 49 U.S.C. § 24911(g)(2), interest and other financing costs of efficiently carrying out a part of the Project within a reasonable time are a cost of carrying out the Project under a Phased Funding Agreement, except that eligible costs may not be more than the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing. The Recipient will certify to FRA's satisfaction that the Recipient has shown reasonable diligence in seeking the most favorable financing terms.

###

Attachment 2

PROJECT-SPECIFIC TERMS AND CONDITIONS

Version Date: December 11, 2023

Project-Specific Terms and Conditions
Table of Contents

ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS 4
1.1 Recipient 4
1.2 Project and Purpose 4
1.3 Program Designations 4
ARTICLE 2: SPECIAL TERMS AND CONDITIONS 4
ARTICLE 3: ADMINISTRATIVE INFORMATION 4
3.1 Application 4
3.2 FRA Awarding Official 5
3.3 Federal Award Date 5
3.4 Program Name and Assistance Listings Number 5
3.5 Recipient's Unique Entity Identifier 5
3.6 Federal Award Identification Number 5
ARTICLE 4: STATEMENT OF WORK 5
4.1 General Project Description 5
4.2 Project Location 6
4.3 Project Scope 8
ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE 13
5.1 Award Dates 13
5.2 Estimated Project Schedule 13
ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION 14
6.1 Award Amount 14
Agreement Federal Funds: $576,000 14
6.2 Federal Obligation Information 14
6.3 Federal Authorization and Funding Source. 14
6.5 Approved Project Budget 14
6.6 Pre-Award Costs 15
ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION 15
ARTICLE 8: ENVIRONMENTAL COMPLIANCE 17
ARTICLE 9: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS 17

9.1 Consideration of Climate Change and Environmental Justice Impacts 17
9.2 Supporting Narrative 19
ARTICLE 10: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY 19
10.1 Efforts to Improve Racial Equity and Reduce Barriers to Opportunity 19
10.2 Supporting Narrative 20
ARTICLE 11: LABOR AND WORK 20
11.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards 20
11.2 Supporting Narrative 22

ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the City of Fayetteville, AR (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Railroad Crossing Elimination grant for the Northwest Arkansas Rail Corridor Safety Study (the Project), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the Notice of Funding Opportunity for the Railroad Crossing Elimination Program for Fiscal Year 2022, 87 Fed. Reg. 40335, July 6, 2022 that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

1.3 Program Designations

(a) Research and Development. This award is not for research and development.

(b) Project Size. This award is for a non-Major Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, January 11, 2023 (Railroad Capital Projects Guidance).

(c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.

(d) Grant or Cooperative Agreement. This award is made as a Grant Agreement.

(e) Security Risk. This award is for a Project that has a low security risk.

(f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award is not for a Project in a Rural Area.

ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: Northwest Arkansas Rail Corridor Safety Study

Application Date: 10/11/2022

3.2 FRA Awarding Official

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

3.3 Federal Award Date

The "Federal Award Date" is the effective date of this Agreement, as defined under Section 24.4 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the Railroad Crossing Elimination Program, the Assistance Listings Number is 20.327 and the Assistance Listings Title is Railroad Crossing Elimination.

3.5 Recipient's Unique Entity Identifier

The Recipient's Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the "Agreement Number."

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

This Grant Agreement (Agreement) funds the Northwest Arkansas Rail Corridor Safety Study (the Project) of a 14-mile corridor of the Arkansas & Missouri Railroad (A&M RR) between two cities in Northwest Arkansas: Fayetteville and Springdale. The anticipated outcome of this study is to identify feasible projects that will allow **three at-grade crossing closures, safety device improvements at four crossings, and either closing or improving existing safety devices (signals, barriers, gates, etc.) at one other crossing (eight total).** The changes at each location are:

- Apple Blossom Avenue – Implementing additional safety measures.
- Randall Wobbe Lane – Grade separation.
- Sunset Avenue – Geometry and implementing additional safety measures.
- Shady Grove Road – Implementing additional safety measures and improving drainage.
- Jocelyn Lane – Crossing closure.
- Frisco Avenue – Geometry with implementing additional safety measures or crossing closure with geometry improvements.
- Dickson Street – Implementing additional safety measures.
- University Avenue – Crossing closure and grade separation for bicycles and pedestrians only.

A&M RR provides a critical service for one of the fastest-growing regions in the United States. Northwest Arkansas has increasing transportation needs, especially in areas considered historically disadvantaged communities. The Arkansas Department of Transportation (ARDOT) ranks railroad grade crossings by safety as part of their Section 130 Railway-Highway Crossings Program, and these crossings are included in their State Rail Plan. This Project's eight railroad crossings intersect with some of the busiest roads in Northwest Arkansas. These crossings rank highly with ARDOT's priority list because of the average daily traffic (ADT), trains per day, number of train tracks, and number of crashes within the last 15 years. Northwest Arkansas has a great need for safety improvements or elimination of these crossings. The improvement projects identified in this Project will help address a variety of challenges in the region, including the safety and mobility of users, community connectivity, medical and emergency service access, economic and community benefits, intersecting transit connections, and resiliency.

4.2 Project Location

The Project area is entirely within the City of Fayetteville and the City of Springdale; it is in the state's third congressional district. Of the eight crossings, seven are located within Washington County, and one is in Benton County. The Project area is near the main campus of University of Arkansas Fayetteville, which is also directly west of the A&M RR rail line. The Project will study the eight crossings shown below. All crossings are on the main line in the 1st Subdivision.

No.	Name of Intersecting Road	DOT Crossing Inventory No.	Latitude, Longitude	Milepost
01	Apple Blossom Avenue	667-156T	36.239275N, 94.128183W	0339.29
02	Randall Wobbe Lane	667-159N	36.202961N, 94.123356W	0341.87
03	Sunset Avenue	667-174R	36.174383N, 94.132611W	0344.95
04	Shady Grove Road	667-180U	36.145803N, 94.155356W	0346.42
05	Jocelyn Lane	667-187S	36.098781N, 94.162064W	0350.22
06	Frisco Avenue	667-192N	36.071964N, 94.167417W	0352.22
07	Dickson Street	667-195J	36.066436N, 94.166258W	0352.50
08	University Avenue	667-200D	36.058914N, 94.168425W	0353.02

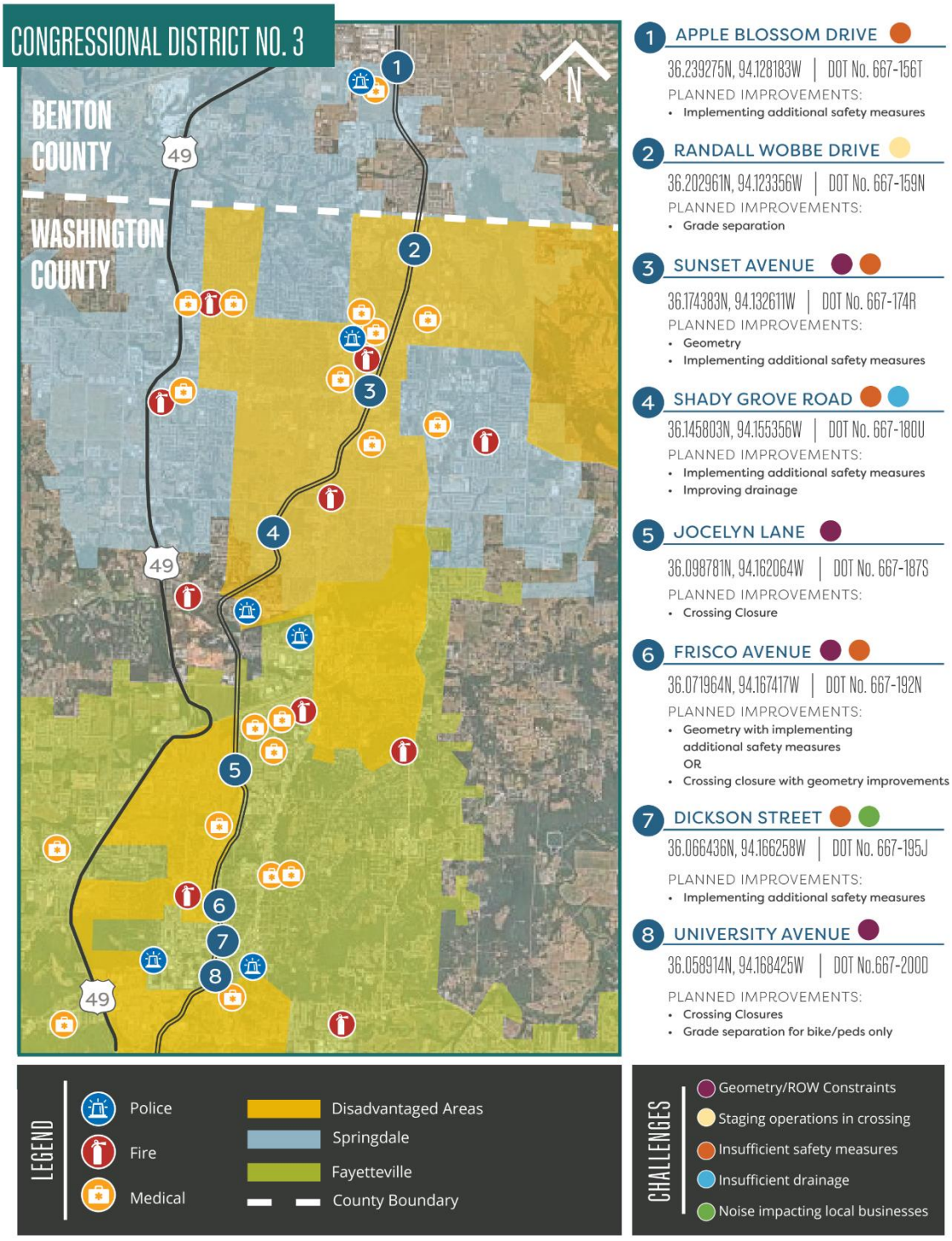

Figure 1: Location of Crossings in the Fayetteville and Springdale Area

4.3 Project Scope

The Project objective is to study the feasibility of improving eight crossings through crossing closures, safety measures, geometry improvements, grade separations, and drainage solutions. The anticipated outcome of this Project is to identify feasible projects that will allow the closure of three at-grade crossings, safety device improvements at four crossings, and either safety devices closures or improvements at one other crossing (eight total).

The Project will include a focus on grade separations at the Randall Wobbe Lane crossing. This crossing is blocked by more than 30 train crossings per day due to switching operations. If a feasible grade separation is identified, the at-grade crossing can be closed. This would allow A&M RR to connect yard north and south of the crossing, resulting in safer, more efficient operations. The Project will include a drainage analysis of the Shady Grove Road crossing. This crossing is located in a floodplain where stormwater events have damaged the A&M RR rail line and flooded nearby properties.

Apple Blossom Avenue, Sunset Avenue, and Shady Grove Road will also be studied with regard to receiving additional safety measures. Jocelyn Lane, Dickson Street, and University Avenue will be studied to determine the feasibility of closing these grade crossings with a pedestrian / bike crossing to be made at University Avenue. Frisco avenue will be studied to determine if additional safety measures or a crossing closure will lead to a preferable outcome. Lastly, geometry improvements will occur at Sunset Avenue and Frisco Avenue. Each of these crossings supports eight to ten trains per day, including at least two each night. The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Project Administration

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, stakeholders, and funding partners, including:

- City of Fayetteville, AR
- The City of Springdale, AR
- A&M RR
- ARDOT
- Washington County, AR
- Benton County, AR
- University of Arkansas
- Other potential local groups
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- participate in a Project kickoff meeting with FRA following award;

- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

Subtask 1.2: Project Management Plan

The Recipient will prepare a Project Management Plan for the following tasks, which may result in amendments to this Agreement. The Detailed Project Budget will be consistent with the Approved Project Budget but will provide a greater level of detail. The Project Management Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Agreement. The Project Management Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. In addition, the Detailed Project Work Plan will include the Project Schedule (with Grantee and agency review durations). The Detailed Project Work Plan, Budget, and Schedule will be reviewed and approved by the FRA.

The Recipient acknowledges that work on subsequent tasks will not commence until the Project Management Plan has been completed, submitted to FRA, and the Grantee has received approval in writing from FRA, unless such work is permitted by pre-award authority provided by FRA. The FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which will describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

Task 2: Purpose & Need Statement and Stakeholder Coordination Plan

The Recipient acknowledges that work on Tasks 3 will not commence until the Task 2 Deliverables have been completed, submitted to FRA, and the Recipient has received approval in writing from FRA to commence work on subsequent tasks. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

Task 2.1: Preliminary Purpose and Need Statement

The Recipient will develop and submit a preliminary Purpose and Need statement to FRA for approval; it will serve as the foundation for the Alternatives Analysis. The preliminary Purpose and Need is for project planning. It will be subject to agency and public review; it will also receive public comment as part of a future NEPA process.

Task 2.2: Stakeholder Coordination Plan

The Recipient will prepare and submit a Stakeholder Coordination Plan to FRA for approval. The Stakeholder Coordination Plan will identify key contacts within agencies, civic and business groups, public officials, relevant interest groups, present and potential riders/users, private service providers/shippers, other key stakeholder groups, and the public. The Stakeholder Coordination Plan will also identify potential state, local, and Federal agencies that require consultation. The plan will identify involvement activities linked to key milestones in the planning/conceptual engineering and alternatives analysis process and align with the Detailed Project Schedule from Task 1.

Task 2 Deliverables:

Deliverable ID	Subtask	Deliverable Name
2.1	2.1	Preliminary Purpose & Need Statement
2.2	2.2	Stakeholder Coordination Plan

Task 3: Alternatives Analysis

The Recipient will submit an Alternatives Analysis report to FRA for approval. The report will determine the preliminary range of reasonable alternatives to carry forward into future project development phases. The Recipient will consider at least two alternatives which can include the no-build alternative along with one proposed alternative for each rail crossing.

Task 3.1: Existing Conditions

The Recipient will assess the conditions of current rail and transportation network operations and infrastructure and other conditions within the project area. This will include information on the roadway crossing characteristics, train operations and safety, maintenance activities, and engineering/capacity constraints of the existing facilities or infrastructure. The Recipient will identify any planned or

programmed infrastructure improvements contained in state and local planning documents and check to see if rail operators have planned infrastructure enhancements. For each crossing, the existing conditions reports will include at a minimum:

- Roadway Crossing Features: The number of highway lanes, highway speed limit, traffic flows, character of highway traffic through the railroad crossing, types of traffic control devices (including protective devices), land use, sight distance, topography, and distance to the next closest crossing. Include information on sidewalks, bicycle lanes, pedestrian access and public transit (if this applies).
- Train Operations: The number of train tracks, train speed and train traffic through the railroad crossing.
- Safety: The safety of the highway-rail grade crossings (including crash history, near misses, injuries, fatalities, blocked crossings or incidences of rail-related trespassing for each railroad crossing, if such exists), and deficiencies that hinder achieving a higher level of safety.

Task 3.2: Transportation Technical Analysis

The Recipient will conduct a transportation technical analysis of each railroad crossing. The *Federal Highway Administration Scoping and Conducting Data-Driven 21st Century Transportation System Analyses* (2017) [https://ops.fhwa.dot.gov/publications/fhwahop16072/fhwahop16072.pdf] may be used as a reference to help scope the technical analysis. The Recipient will complete a transportation technical analysis for each alternative. General considerations for the technical analysis will need to include the following items listed below.

- Traffic counts per day that use the roadway now versus the traffic counts expected in the future, including any seasonal variation in traffic counts. Include pedestrian and bicycle counts if this applies.
- Determine the travel delay including the peak demand for each railroad crossing.
- Frequency and duration of roadway blockage by trains including sidewalks and bicycle lanes (if this applies) and consider peak demand for train operations.
- Discuss the direction the travel delays are occurring in (i.e., northbound, southbound, westbound, and eastbound).
- The character of the adjacent road network and whether the railroad crossing creates access issues for the community, and does this consider future development projections close to the railroad crossing? For relevant circumstances, access issues for schools and/or emergency facilities and first responders

If the Recipient is performing a microsimulation, section 6 (pages 42-55) in the *Case Studies to Develop a Highway-Rail Grade Crossing Analysis Framework Using Microsimulation* (2023) [https://railroads.dot.gov/elibrary/case-studies-develop-highway-rail-grade-crossing-analysis-framework-using-microsimulation] document should be used for guidance. Additionally, the Recipient will provide the supporting data for the technical analysis and if any traffic analysis tool(s) were used to perform the work. The Recipient will work with FRA to determine any further technical analysis and

traffic simulation required to perform a thorough assessment of vehicle and pedestrian movements impacted by potential grade crossing changes.

Task 3.3: Conceptual Engineering

The Recipient will develop conceptual engineering to a level sufficient to identify necessary infrastructure improvements and determine the cost estimates for each alternative. Conceptual engineering will include developing design criteria, track work concepts, structural concepts and roadway crossing concepts for grade separation or closure, track relocation, installation of protective devices (i.e., signals, signs, other and measures that improve safety), mobility enhancements, and technology solutions, etc. The Recipient will coordinate with key stakeholders, including FRA, on this task. The conceptual engineering designs will form the basis of the Project design and construction. The scope elements should fulfill the high-level conceptual engineering requirements found in the *Railroad Capital Project Guidance* (2023), section V.b.ii.D.

Task 3.4: Capital Cost Estimates

The Recipient will identify the capital cost to design, construct, and implement the proposed project. The Recipient will provide capital cost estimates for each alternative, including quantity and unit cost of each element relating to core track structures, roadway crossing enhancements, land acquisition, contingencies, and any new facilities or upgrades required for train operations. At present, Fayetteville and Springdale do not anticipate any scheduled maintenance costs occurring once the project is physically implemented; all items located along the rail line will be maintained by A&M RR and any pavement or concrete owned by the cities are presently and will continue to be covered by existing plans.

Task 3.5: Preliminary Environmental Impact Analysis

The Recipient will identify key environmental considerations in the development of the alternatives to support future lifecycle stages of the project's development. The Recipient will perform a high-level qualitative socioeconomic, cultural, human environment, and natural environmental resource inventory and preliminary effects analysis as part of the development and screening of options concurrently with tasks 3.3 and 3.4. The Recipient may use the *Railroad Capital Project Guidance* (2023), [https://railroads.dot.gov/elibrary/fra-guidance-development-and-implementation-railroad-capital-project] document section IV.b.ii.E as a high-level reference for developing the preliminary environmental analysis.

Task 3 Deliverables:

Deliverable ID	Subtask	Deliverable Name
3.1	3.1	Existing Conditions Report

3.2	3.2, 3.3, 3.5	Alternative Analysis (including Conceptual Engineering, Transportation Analysis, and Preliminary Environmental Impact Analysis)
3.3	3.4	Capital Cost Estimates

4.4 Implement Required Environmental Commitments

None.

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: April 30, 2026

Period of Performance End Date: April 30, 2026

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
Preliminary Purpose & Need Statement	October 31, 2024
Stakeholder Coordination Plan	December 01, 2024
Existing Conditions Report	June 30, 2025
Alternative Analysis (including Conceptual Engineering, Transportation Analysis, and Preliminary Environmental Impact Analysis)	November 1, 2025
Capital Cost Estimates	February 1, 2026

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: $576,000

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: Section 22305 of the Infrastructure Investment and Jobs Act, Public Law 117-58 (November 15, 2021); 49 U.S.C. § 22909

Appropriation: Section 22104 of the Infrastructure Investment and Jobs Act, Division J, Title VIII (Public Law 117-58 (2021))

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until expended.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is $720,000

FRA will contribute a maximum of 80 percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute $144,000 in Agreement Non-Federal Funds. Recipient's Agreement Non-Federal Funds are comprised of cash contributions in the amount of $144,000.

The Recipient will complete the Project to FRA's satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	Total
1	Project Administration	$0	$0	$0
2	Purpose & Need Statement and Stakeholder Coordination Plan	$340,000	$85,000	$425,000
3	Alternatives Analysis	$236,000	$59,000	$295,000
	Total	**$576,000**	**$144,000**	**Total Project Cost: $720,000**

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	$576,000	80%
Agreement Federal Funds	$576,000	80%
Railroad Crossing Elimination Program	$576,000	80%
Agreement Non-Federal Funds	$144,000	20%
City of Fayetteville, AR	$62,400	9%
City of Springdale, AR	$81,600	11%

6.6 Pre-Award Costs

None. Consistent with 2 C.F.R. part 200, costs incurred before the date of this Agreement are not allowable costs under this award. FRA will neither reimburse those costs under this award nor consider them as a non-Federal cost-sharing contribution to this award.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient's progress in

achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
Eliminating crossings and making corridor-wide improvements	*To create a feasible plan (including conceptual engineering and early NEPA documentation) to allow for the elimination of multiple at grade crossings, which will eliminate rail incidents.*	*Establishing multiple alternatives to close the crossings.*	*Prioritization or Locally Preferred Alternative to close the crossings.*	**Pre-Project (Baseline) Performance as of:** October 2022 No prioritization	**Frequency:** Once
				Expected Post-Project Performance: Locally Preferred Alternative for each crossing	**Duration:** At Study Completion
Eliminating crossings and making corridor-wide improvement	*To create a feasible plan (including conceptual engineering and early NEPA documentation) to allow for improvements at multiple grade crossings, which will reduce rail incidents.*	*Establishing crossing safety improvement alternatives*	*Prioritization or Locally Preferred Alternative for crossing upgrades.*	**Pre-Project (Baseline) Performance as of:** October 2022 No Prioritization	**Frequency:** Once
				Expected Post-Project Performance: Locally Preferred Alternative for each crossing	**Duration:** At Study Completion

The Recipient will prepare a Project Outcomes Report pursuant to Section 8.3 of Attachment 1 of this Agreement.

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA's NEPA-implementing regulations (23 C.F.R. part 771), FRA has determined that the actions funded under this Agreement as described in this Attachment 2, Section 4.5, Tasks 1-3, are categorically excluded from detailed environmental review pursuant to 23 C.F.R. § 771.116 (c) [(1), (3), and (8)]. In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 C.F.R. part 800), FRA has also determined that the actions funded under this Agreement have no potential to cause effects to historic properties. The actions do not require the use of property protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. § 303; 23 C.F.R. part 774).

Categorical exclusions (CEs) are actions identified in an agency's NEPA-implementing procedures that do not normally have a significant impact on the environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). See 40 C.F.R. § 1508.1(d). In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 C.F.R. § 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

9.1 Consideration of Climate Change and Environmental Justice Impacts

This Section identifies how the Project addresses climate change and environmental justice priorities. The Recipient certifies that rows marked with "X" in the following table are accurate:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
X	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
X	The Recipient or a Project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)*

X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)*
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)*
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)*
	The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)*
	The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)*
	The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)*
X	The Project improves disaster preparedness and resiliency. *(Describe how in the supporting narrative below.)*
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)*
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)*
	The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)*
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)*
X	The Project includes other actions or attributes that address climate change and environmental justice. *(Describe those actions in the supporting narrative below.)*
	The Project does not include actions or attributes that address climate change and environmental justice but, before beginning construction of the Project, the Recipient will take relevant actions described below to address climate change and environmental justice impacts of the Project. *(Identify the relevant actions in the supporting narrative below.)*

9.2 Supporting Narrative

The City of Fayetteville, AR has adopted an *Energy Action Plan* (https://www.fayetteville-ar.gov/DocumentCenter/View/14807/Energy-Action-Plan_Final), which identifies strategies for Transportation related projects to incorporate. The plan is available at: https://www.fayetteville-ar.gov/DocumentCenter/View/14807/Energy-Action-Plan_Final

This is not a construction project; however, the Recipient will use EJSCREEN, or similar tools, to ensure that proposed projects are minimizing adverse impacts on Environmental Justice communities and groups. The Recipient will also attempt to address safety issues related to disaster preparedness and resiliency in the projects outlined in the plan.

Further this study will assist the City of Fayetteville, the City of Springdale, A&M RR, and ARDOT in contributing to the state rail plan (https://www.ardot.gov/wp-content/uploads/2020/11/AR_StateRailPlan_Final_with_Summary.pdf), which supports both increased freight and passenger use of rail lines in this part of Arkansas. ARDOT is forecasting via its state rail plan that Northwest Arkansas will become the most populated area in the state within a few decades. ARDOT plans to keep pace with the growth via the railroads and rail crossings management.

The project addresses climate change by reducing idling of vehicles, by allowing for better flowing traffic that reduces time spent waiting on trains. An hour of automobile idling burns approximately one-fifth of a gallon of gas and releases nearly 4 pounds of CO2, which is the principal greenhouse gas linked to climate change. For each vehicle that idles at the grade crossings, it is estimated that this project can reduce CO2 by 271.4 grams/vehicle for every 5 minutes of idling which amounts to approximately 407 Kilograms of CO2.

ARTICLE 10: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

10.1 Efforts to Improve Racial Equity and Reduce Barriers to Opportunity

This Section identifies how the Project addresses efforts to improve racial equity and reduce barriers to opportunity. The Recipient certifies that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a Project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*

	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
X	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, the Recipient will take relevant actions described below to improve racial equity and reduce barriers to opportunity. *(Identify the relevant actions in the supporting narrative below.)*

10.2 Supporting Narrative

It is expected that each railroad crossings proposed to remain open will include improvements to accommodate multiple modes of transportation and ADA requirements. The beneficiaries of this project will include the A&M RR, emergency service providers in the area, the local community (5 of the 8 crossings, or 63%, are in historically disadvantaged communities), local businesses and industries, transit providers, and active transportation users, include bicyclists, motorists, and pedestrians, as shown in Figure 1. This includes a potential closure and grade separation at University Avenue meant specifically for bicycles and pedestrians.

ARTICLE 11: LABOR AND WORK

11.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

This Section identifies the Recipient's efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with "X" in the following table are accurate:

	The Recipient or a Project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a Project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. *(Describe the relevant provisions in the supporting narrative below.)*
	The Recipient or a Project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeships in the supporting narrative below.)*
	The Recipient or a Project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a Project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)*
	The Recipient or a Project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)*
	The Recipient or a Project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*

X	The Recipient or a Project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hiring and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. *(Describe the equal opportunity plan in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take the relevant actions described below. *(Identify the relevant actions in the supporting narrative below.)*

11.2 Supporting Narrative

This Project is not a construction project; however, the Recipient will follow all of its internal polices related to equal opportunity during the consultant hiring process. The Request for Qualification documentation will include the Equal Employment Opportunity – Vendor shall comply with 41 CFR 60–1.4(b) [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4] clause verbatim.

Exhibits

Revision Date: December 11, 2023

Exhibits
Table of Contents

EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS 3
GENERAL FEDERAL LEGISLATION 3
EXECUTIVE ORDERS 4
GENERAL FEDERAL REGULATIONS 4
EXHIBIT B: ADDITIONAL STANDARD TERMS 6
EXHIBIT B.1: TITLE VI ASSURANCES 7
EXHIBIT B.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS 16
EXHIBIT B.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW 20
EXHIBIT B.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING 22
EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B) 24
EXHIBIT C: QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS 33

EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this Agreement, the Recipient assures and certifies, with respect to this award, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this Agreement include, but are not limited to, the following:

GENERAL FEDERAL LEGISLATION

a. Davis-Bacon Act - 40 U.S.C. § 3141 et seq.
b. Federal Fair Labor Standards Act - 29 U.S.C. § 201 et seq.
c. Hatch Act - 5 U.S.C. § 1501 et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. § 4601 et seq.
e. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108
f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501–312508
g. Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001 et seq.
h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
i. Section 404 of the Clean Water Act, as amended - 33 U.S.C. § 1344
j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536
k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
m. Age Discrimination Act of 1975 - 42 U.S.C. § 6101 et seq.
n. American Indian Religious Freedom Act, P.L. 95-341, as amended
o. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
p. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151 et seq.
q. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
r. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701 et seq.
s. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
t. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321 et seq.
u. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
v. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§1251–1376
w. Single Audit Act of 1984 - 31 U.S.C. § 7501 et seq.
x. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 et seq.
y. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
z. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
aa. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d et seq.
bb. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
cc. Freedom of Information Act - 5 U.S.C. § 552, as amended
dd. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
ee. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
ff. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
gg. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.

hh. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
ii. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303
jj. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
kk. Safe Drinking Water Act – 42 U.S.C. §§ 300f to 300j-26
ll. The Wilderness Act – 16 U.S.C. §§ 1131–1136
mm. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
nn. Migratory Bird Treaty Act 16 U.S.C. § 703 et seq.
oo. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
pp. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
qq. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
rr. Efficient Environmental Reviews - 23 U.S.C. § 139
ss. Grant Conditions – 49 U.S.C. § 22905
tt. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity
b. Executive Order 11990 – Protection of Wetlands
c. Executive Order 11988 – Floodplain Management
d. Executive Order 12372 – Intergovernmental Review of Federal Programs
e. Executive Order 12549 – Debarment and Suspension
f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

GENERAL FEDERAL REGULATIONS

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department

of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60 et seq.

h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
s. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774

Specific assurances required to be included in the Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Agreement.

EXHIBIT B: ADDITIONAL STANDARD TERMS

EXHIBIT B.1: TITLE VI ASSURANCES

TITLE VI ASSURANCE
Implementing Title VI of the Civil Rights Act of 1964, as amended

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Application and by entering into this Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including FRA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the FRA under this Agreement. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the program or project funded under this Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 23 U.S.C. § 117 and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

EXHIBIT B.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost $25,000 or more—as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Application and by entering into this Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust

statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT B.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

EXHIBIT B.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this Exhibit.

1. Definitions. Whenever used in this Exhibit, capitalized terms shall have the meanings below:

(a) "Average Monthly Compensation" means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) "Average Monthly Time" means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) "Day" means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.

(d) "Displaced Employee" means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee's status as a Displaced Employee begins on the date said employee is harmed.

(e) "Dismissed Employee" means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee's position, or (ii) the Railroad eliminates another employee's position (and that employee's exercise of seniority rights results in the Protected Employee's inability to secure another position by the exercise of the Protected Employee's seniority rights); and (2) is unable to secure another position by exercise of their seniority rights A Protected Employee's status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) "Project" means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) "Protected Employee" means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee's status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.

(h) "Protective Period" means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this Exhibit, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements**. The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee**. Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After

such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice**. When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations**.

(i) Initiation of Negotiation. Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) Subject of Negotiations. Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration**. If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) Notice & Selection of Arbitrator. Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.

(ii) Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) **Implementation**. If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) **Displacement Allowances**.

(i) In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

(b) **Moving Expenses**. Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) Prior Agreement. The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) Exception. Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) Furloughed Employees. The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) Reimbursement. A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination**. Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) Home Sale for Less Than Fair Market Value. If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) Election to Receive Closing Costs. The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include

the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) **Failure to Exercise Seniority Rights**. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).

6. Protections for Dismissed Employees.

(a) **Dismissal Allowance**. A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) Monthly Dismissal Allowance Calculation. The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) Submission of Claim. A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.

(iii) Reduction or Suspension of Dismissal Allowance. If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) Early Termination. The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance**. A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment**. Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of

employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training**. In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections**. If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope**. Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice**. The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members**. Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives**. In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor

organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding**. The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses**. The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this Exhibit is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Exhibit shall not be affected.

EXHIBIT C: QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS

Expires 01/31/2025

OMB Control No. 2130-0615

Paperwork Reduction Act Burden Statement A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2130-0615. Public reporting for this collection of information is estimated to be approximately 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer (RAD-20), Federal Railroad Administration, 1200 New Jersey Avenue, Washington, DC. 20590.

FRA GRANT/COOPERATIVE AGREEMENT
Quarterly Progress Report

A. Submission Information

1. Report Submission Date (mm/dd/yy): 2. Report Quarter: - 3. FFY: -

4. Agreement Number	5. Project Title		6. Project Type
7. Completed By (Name)	8. Title	9. Email	10. Phone

☐ 11. *Certification*: By checking this box, I certify that I have reviewed this report and that, to the best of my knowledge, the report is complete, accurate, and meets the terms and conditions of the award.

B. Overall Project Status

	a. Status	b. Explanation
12. Scope	Off-Track	
13. Schedule	Off-Track	
14. Budget	Off-Track	

15. Significant Activities this Quarter	16. Significant Activities Planned for Next Quarter

17. Amendment Request?	17 a. Status	17 b. Explanation
Yes	N/A	

C. Financial Status

Budget Status

18. Budget Changes?	18 a. Status	18 b. Explanation
Yes	N/A	

Expenditures and Reimbursement Status

Funding Source	Actual Expenditures this Quarter
19. FRA Grant:	
20. Grantee Match:	
21. Other Federal Funds:	
22. Total:	$ 0.00

23. Accomplishments Related to Expenditures in this Quarter	24. Accomplishments Related to Expenditures in other Quarters (if applicable)

Reimbursement Forecast

25. Planned Reimbursement Requests to FRA		26. Unliquidated Obligations	
25 a. Next Quarter	25 b. Next Four Quarters (Cumulative)	26 a. Any reported on this quarter's SF-425?	26 b. Explanation
		No	

D. Major Milestones

If your project contains one or more of the following components, please report on all that apply:

		Completion Date mm/dd/yy			
27. Milestone Name	28. Status	29. Planned	30. Actual	31. Change to Status?	32. Status Notes
All Projects					
27 a. Award of Sub-Contract(s)	Off-Track			N/A	
27 b. Project Work Begun	Off-Track			N/A	
27 c. Project Substantially Complete	Off-Track			N/A	
Projects with a Construction Component					
27 d. Construction Notice to Proceed Issued	Off-Track			N/A	
27 e. ROW Acquisition Complete	Off-Track			N/A	
27 f. Construction Ground-Breaking	Off-Track			N/A	
27 g. Construction Substantially Complete	Off-Track			N/A	
27 h. Environmental Mitigation Substantially Complete	Off-Track			N/A	
27 i. Ribbon-Cutting Ceremony	Off-Track			N/A	
27 j. Commencement of Service	Off-Track			N/A	
Projects with a Rolling Stock Component					
27 k. Test Vehicle Complete	Off-Track			N/A	
27 l. First Rolling Stock Delivery	Off-Track			N/A	

E. Statement of Work Task Status

				Completion Date (mm/dd/yy)			
33. Task #	34. Task Name	35. Status	36. Task Started?	37. Planned	38. Actual	39. Percent Complete (%)	40. Change to Status?
1	Pre-populated	Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
		Off-Track	N/A				N/A
	Contingency (optional)						

E. Statement of Work Task Status (Continued)

41. Status Notes

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-129

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

SUBJECT: **Approval of a Memorandum of Agreement (MOA) with the Watershed Conservation Resource Center (WCRC) outlining a general framework for cooperation for continued maintenance of stream restoration projects and other nonpoint source pollution related issues**

RECOMMENDATION:
Staff recommends approval of a Memorandum of Agreement (MOA) with the Watershed Conservation Resource Center (WCRC) outlining a general framework for cooperation for continued maintenance of stream restoration projects and other nonpoint source pollution related issues.

BACKGROUND:
This partnership with the Watershed Conservation Resource Center (WCRC) dates back many years but officially began January of 2014 with approval of the first MOA. This partnership has proven successful for many years as described further below.

DISCUSSION:
The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning, technical assistance and maintenance to landowners, communities, and government entities. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, ecological services, and green infrastructure.

The WCRC and the CITY OF FAYETTEVILLE partnered and have been awarded multiple federal grant awards for restoring streams within the City and for assessing streams and natural resource conditions for stability and pollution potential. These projects have brought over $5,800,000 in Federal funding to the City for water quality and other environmental improvements and have helped to create local partnerships and outreach opportunities in the areas of river restoration, riparian enhancement, and watershed planning. Ten stream and streambank restoration projects have been implemented that have resulted in over 19,900 tons of sediment and 12,000 lbs of total phosphorus reductions, annually from streambank erosion, restored both aquatic and terrestrial habitat, protected City infrastructure, and improved aesthetics of City Parks and other properties. These projects generally require ongoing maintenance to ensure their success and WCRC is in a unique position to provide these services given their history with the projects.

BUDGET/STAFF IMPACT:

The proposed agreement has no budgetary impact. As tasks are identified, the “task order” with associated fee will be approved through the appropriate channels up to and including approval by the Mayor and City Council.

ATTACHMENTS: SRF (#3), MOU (#4)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-129

Approval of a Memorandum of Agreement (MOA) with the Watershed Conservation Resource Center (WCRC) outlining a general framework for cooperation for continued maintenance of stream restoration projects and other nonpoint source pollution related issues

A RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE WATERSHED CONSERVATION RESOURCE CENTER FOR CONTINUED MAINTENANCE OF STREAM RESTORATION PROJECTS AND OTHER NONPOINT SOURCE POLLUTION RELATED ISSUES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a Memorandum of Agreement with the Watershed Conservation Resource Center for continued maintenance of stream restoration projects and other nonpoint source pollution related issues.

City of Fayetteville Staff Review Form

2024-129

Item ID

6/4/2024

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

Chris Brown	5/17/2024	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a Memorandum of Agreement (MOA) with the Watershed Conservation Resource Center (WCRC) outlining a general framework for cooperation for continued maintenance of stream restoration projects and other nonpoint source pollution related issues.

Budget Impact:

4470.621.8810-5314.00	Sales Tax Capital Improvement
Account Number	Fund
02097.1	Stormwater Quality Management
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	258,835.00
		Expenses (Actual+Encum)	$	66,789.87
		Available Budget	**$**	**192,045.13**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**192,045.13**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

MEMORANDUM OF AGREEMENT

Between

Watershed Conservation Resource Center

And

City of Fayetteville

This Memorandum of Agreement (MOA) is entered into and executed on the date indicated below the signature block, by and between the Watershed Conservation Resource Center, hereinafter referred to as WCRC, and the CITY OF FAYETTEVILLE.

A. PURPOSE

The purpose of this MOA is to establish a general framework for cooperation between the WCRC and the CITY OF FAYETTEVILLE to 1) continue establishment of stream restoration projects that achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas. Innovative approaches have been used in implementing stream restoration projects that have resulted in improved water quality of the City's watersheds and addressed severe streambank erosion, while restoring aquatic and terrestrial habitat and maintaining a sustainable, natural hydrology. Continued cooperation will serve the parties' mutual interest.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, conducting environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals and staff are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, ecological services, and green infrastructure. This MOA is of benefit to the CITY OF FAYETTEVILLE because these activities will help to meet the objectives of the City's Nutrient Reduction Plan and will lead to both aquatic and terrestrial habitat restoration, improved water quality in the form of phosphorus and sediment reductions, reduced streambank erosion, improve aesthetics of local streams and rivers, and contribute to the quality of life for the residents of Fayetteville. This effort will also help to promote the use of alternatives to traditional channel modifications in both urbanizing and rural areas.

The WCRC and the CITY OF FAYETTEVILLE partnered and have been awarded multiple federal grant awards for restoring streams within the City and for assessing streams and natural resource conditions for stability and pollution potential. These projects have brought over $5,800,000 in Federal funding to the City for water quality and other environmental improvements and have helped to create local partnerships and outreach opportunities in the areas of river restoration, riparian enhancement, and watershed planning. Ten stream and streambank restoration projects have been implemented that have resulted in over 19,900 tons of

sediment and 12,000 lbs of total phosphorus reductions, annually from streambank erosion, restored both aquatic and terrestrial habitat, protected City infrastructure, and improved aesthetics of City Parks and other properties. The WCRC currently has three active projects with the City and other conservation partners to conduct additional river restoration and assess urban streams and riparian areas to identify priority sites in need of restoration.

C. FEES AND PAYMENTS

No fee is associated with this MOA. As projects are identified by the City, a Task Order establishing the scope, fee, and payment terms for the project will be developed. The basis of this fee and justification for the fee shall be contained in an Appendix attached to each Task Order. Adjustment of the fee may be made should WCRC establish and the CITY OF FAYETTEVILLE agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed; or if the CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

In consideration of the above premises, the parties agree as follows:

D. THE WCRC:

1. Shall continue the establishment and necessary modification/corrections to those stream restoration projects on which the City has partnered for a period of approximately 5 years after the completion of the project. After which time the project will be evaluated by the parties to determine the appropriate continued maintenance.
2. Upon approval of specific Task Orders by the Mayor or City Council, as required by the City's procurement requirements, shall provide the services detailed in each Task Order. Said tasks may include:
    a. Vegetation establishment and management at City sponsored stream restoration projects.
    b. Corrective action and repairs of the restoration projects that may be necessary due to high water events or other natural occurrences.
    c. Assistance to the CITY OF FAYETTEVILLE in addressing other NPS related issues.
3. Shall accomplish other specific tasks as detailed in each Task Order.
4. Shall possess a valid contractor's license issued by the Arkansas Contractor's Licensing Board when the cost of the work to be done on any project undertaken on behalf of the City pursuant to this MOA or any Task Order, including, but not limited to, labor and materials, is fifty thousand dollars ($50,000.00) or more, as required by Ark. Code Ann. 17-25-101, *et seq.* A copy of the license shall be provided to the City at the time WCRC submits its proposal for such a qualifying project.

E. THE CITY OF FAYETTEVILLE:

1. Shall coordinate all activities within the City of Fayetteville Divisions and Departments and between the CITY OF FAYETTEVILLE and the WCRC.
2. Shall assist with project activities and tasks.
3. Shall provide documentation of all project activities and associated matching funds.

4. Recognizes that their participation in stream restoration and NPS projects is an integral component in the success of the project that will result in improved water quality and habitat restoration.
5. Shall accomplish other specific tasks as detailed in each Task Order.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). CITY OF FAYETTEVILLE contract 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 WCRC 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. Any information furnished to the WCRC under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties. Changes, modifications, or amendments in scope (other than as specifically established in this MOA), price or fees to this agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and/or the City Council in advance of the change in scope, cost or fees.

3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the WCRC or the CITY OF FAYETTEVILLE from participating in similar activities with other public or private agencies, organizations, and individuals.

4. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective for five years.

5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Sandi Formica, Executive Director
Watershed Conservation Resource Center
380 West Rock Street
Fayetteville, AR 72701
Office Phone: 479-444-1916
Cell Phone: 501-352-5252
Office Fax: 928-396-2546
E-mail: formica@watershedconservation.org

Chris Brown, P.E., City Engineer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701
Phone: 479-575-8206
Fax: 479-575-8202
E-mail: cbrown@fayetteville-ar.gov

Alan Pugh, Staff Engineer
City of Fayetteville
Phone: 479-575-8206
E-mail: apugh@fayetteville-ar.gov

6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

Sandi J. Formica, Executive Director
Watershed Conservation Resource Center

May 16, 2024
Date

Lioneld Jordan, Mayor
City of Fayetteville

Date

Kara Paxton, City Clerk/Treasurer
City of Fayetteville

Date

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-110

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: WT TRANSFER HOLDING COMPANY LLC (PURCHASE AGREEMENT):

RECOMMENDATION:
A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO NEW HOLLAND ROLL BELT 450 COMMERCIAL NETWRAP BALERS FROM WT TRANSFER HOLDING COMPANY LLC FOR $93,250.19 PURSUANT TO SOURCEWELL CONTRACT #082923CNH AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:
Both units 5084 (WWTP_F011) and 5089 (WWTP_F030) were not up for replacement this fiscal year, but due to a fire at the end of last year at a Wastewater treatment barn, these units were destroyed necessitating their early replacement.

DISCUSSION:
Neither of these units were repairable due to damage from the fire. Fleet recommends immediate replacement. The insurance deductible for the lost equipment would have been more than the purchase of new equipment.

BUDGET/STAFF IMPACT:
The budget adjustment will be pulling money from both Wastewater and Fleet Funds to move forward with the purchase of replacement equipment. Fleet will contribute the replacement amount collected to date; Wastewater will fund the remaining balance.

These purchases were unanimously approved at the May 14, Equipment Committee.

ATTACHMENTS: SRF (#3), BA (#4), AWARD - City of Fayetteville (#5)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-110

WT TRANSFER HOLDING COMPANY LLC (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF TWO NEW HOLLAND BALERS FROM WT TRANSFER HOLDING COMPANY LLC IN THE TOTAL AMOUNT OF $93,250.19, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, due to a fire at the end of last year at a wastewater treatment barn, two baling units that were destroyed need to be replaced.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two new Holland Roll Belt 450 Commercial Netwrap Balers from WT Transfer Holding Company LLC in the total amount of $93,250.19, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2024-110

Item ID

6/4/2024

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

Ross Jackson	5/13/2024	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO NEW HOLLAND ROLL BELT 450 COMMERCIAL NETWRAP BALERS FROM WT TRANSFER HOLDING COMPANY LLC FOR $93,250.19 PURSUANT TO SOURCEWELL CONTRACT #082923CNH AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00	Shop
Account Number	Fund
02083.2024	Tractors and Mowers
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	446,014.00
		Expenses (Actual+Encum)	$	313,904.97
		Available Budget	$	**132,109.03**
Does item have a direct cost?	Yes	Item Cost	$	93,250.19
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	25,575.00
		Remaining Budget	$	**64,433.84**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	FLEET OPERATIONS (770)	
	Requestor: Ross Jackson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Unit 5084 (WWTP_F011) and 5089 (WWTP_F030) hay balers were a total loss due to a structure fire. The units will need to be replaced, at this time the full replacement value of the units have not been collected requiring a transfer of funds for the new units.

COUNCIL DATE: 6/4/2024

ITEM ID#: **2024-110**

Holly Black
5/16/2024 7:28 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024322

TOTAL	93,251	93,251				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
5400.730.5800-5414.00	(25,575)	-	02069	1	EX	Maintenance - Plant Equipment
5400.730.5800-7602.70	25,575	-	59700	5400	EX	Transfers To Funds - Shop
9700.770.1920-5802.00	93,251	-	02083	2024	EX	Vehicles & Equipment - base
9700.770.1920-6602.40	-	25,575	02083	2024	RE	Transfer from Fund - Water & Sewer
9700.770.1910-4999.99	-	67,676			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
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WT Equipment

4190 S. 48th ST

Springdale, AR

479-442-8284

www.wtequip.com

April 4, 2024

City of Fayetteville, AR

Attn: Ross Jackson

Please accept the following New Holland Sourcewell contract 082923CNH-2 quote:

1. New New Holland Roll Belt 450 Commercial Netwrap Baler
   -4x5 Bale
   -Hydraulic density
   -79” Active Sweep Pickup
   -Bale Command II Plus Monitor

Total for Qty 2	$84,966.00
Sales tax on total	$8284.19
Total with tax	$93,250.19

Alternate

2. New New Holland Roll Belt 450 Utility Plus Netwrap Baler
   -4x5 Bale
   -Hydraulic Density
   -68” Super Sweep Pickup
   -Bale Command II Plus Monitor

Total for Qty 2	$63,460.00
Sales tax on total	$6187.35
Total with tax	$69,647.35

*please add any applicable sales tax

*delivery available in 14 days

Thank you for considering WT Equipment!

Tim Bailey

479-841-2401

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-29

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **FIRE DEPARTMENT VEHICLE EXPANSION UPGRADES (Budget Adjustment)**

RECOMMENDATION:
STAFF RECOMMENDS COLLECTING ADDITIONAL FUNDING FOR UPFIT AND UPGRADES FOR UNITS 1420 AND 1421 AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:
Fleet upfit

DISCUSSION:
The Fire Department added additional equipment identified as necessary for day to day operations. The additional items for the new units require more funds than initially budgeted for.

BUDGET/STAFF IMPACT:
Attached Budget Adjustment for Council approval.

ATTACHMENTS: SRF (#3), BA (#4)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-29

FIRE DEPARTMENT VEHICLE EXPANSION UPGRADES (Budget Adjustment)

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $17,438.00 FOR FIRE DEPARTMENT VEHICLE EXPANSION UPGRADES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this resolution, in the amount of $17,438.00 for Fire Department Vehicle Expansion Upgrades.

City of Fayetteville Staff Review Form

2024-29

Item ID

5/7/2024

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

Ross Jackson	4/10/2024	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends collecting additional funding for upfit and upgrades for units 1420 and 1421 and to approve a budget adjustment.

Budget Impact:

9700.770.1920-5802.00	Fleet Fund
Account Number	Fund
02081.2022	Police and Passenger Vehicles
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	95,128.00
		Expenses (Actual+Encum)	$	1,614.73
		Available Budget	$	**93,513.27**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	17,438.00
		Remaining Budget	$	**110,951.27**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	FIRE (300)	
	Requestor: Ross Jackson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

STAFF RECOMMENDS COLLECTING ADDITIONAL FUNDING FOR UPFIT AND UPGRADES FOR UNITS 1420 AND 1421 AND TO APPROVE A BUDGET ADJUSTMENT.

COUNCIL DATE: 6/4/2024

ITEM ID#: **2024-29**

Holly Black
5/15/2024 10:18 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024222

TOTAL	17,438	17,438				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4470.300.8300-5802.00	(17,438)	-	03019	1	EX	Vehicles & Equipment - base
4470.300.8300-7602.70	17,438	-	03019	2	EX	Transfers To Funds - Shop
9700.770.1920-6602.47	-	17,438	02081	2022	RE	Transfer from Fund - Capital Improvemen
9700.770.1920-5802.00	17,438	-	02081	2022	EX	Vehicles & Equipment - base
	-	-				
	-	-				
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-123

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **AFTERMARKET VEHICLE PARTS, SUPPLIES AND SERVICES (PURCHASE AGREEMENT)**

RECOMMENDATION:
COUNCIL TO APPROVE THE PURCHASE OF AUTOMOTIVE, HEAVY DUTY AND OFF-ROAD AFTERMARKET PARTS, TOOLS, SUPPLIES, EQUIPMENT, ACCESSORIES AND ADDITIONAL SERVICES BY INDIVIDUAL VENDOR CONTRACT ACCORDING TO SOURCEWELL CONTRACT #032521 (PEP, IMP, JAS, GPC AND ORA) UNTIL 05/19/2025 AND ANY ADDITIONAL RENEWALS.

BACKGROUND:
Fleet daily purchases parts, supplies, equipment and accessories to maintain and repair our on-road automotive, heavy duty and off-road assets.

DISCUSSION:
Our current Bid that was brought to City Council with resolution 88-19 has expired and was awarded to O'Reilly Auto Parts. By utilizing the Sourcewell Cooperative purchasing contract and the various awarded vendors, we will have greater purchasing power than only using one vendor and increase our purchasing power and price savings in the event of one vendor not being able to supply special order parts supplies or accessories.

BUDGET/STAFF IMPACT:
Funds for the acquisition of parts, supplies, equipment and accessories to maintain our assets have been budgeted in Fleets annual operating budget.

ATTACHMENTS: SRF (#3), RFP and Addendums-032521 Aftermarket Vehicles (#4), Proof of Publication-032521 Aftermarket Vehicle (#5), Prop. Opening Record-032521 Aftermarket Vehicles (#6), Prop. Eval.-032521 Aftermarket Vehicles (#7), Comment and Review-032521 Aftermarket Vehicles (#8), Board Resolutions (#9), OReilly Contract 032521 (#10), Jasper Contract 032521 (#11), Imperial Contract 032521 (#12), Auto Plus-IEH Contract 032521 (#13), NAPA-Genuine Parts Contract 032521 (#14)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-123

AFTERMARKET VEHICLE PARTS, SUPPLIES AND SERVICES (PURCHASE AGREEMENT)

A RESOLUTION TO APPROVE THE PURCHASE OF AUTOMOTIVE, HEAVY DUTY AND OFF-ROAD AFTERMARKET PARTS, TOOLS, SUPPLIES, EQUIPMENT, ACCESSORIES AND ADDITIONAL SERVICES FROM MULTIPLE VENDORS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, THROUGH MAY 19, 2025 AND ANY ADDITIONAL RENEWALS

WHEREAS, by utilizing a Sourcewell cooperative purchasing contract and the various awarded vendors, the City will have greater purchasing power and will recognize greater price savings.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of automotive, heavy duty and off-road aftermarket parts, tools, supplies, equipment, accessories and additional services from multiple vendors, pursuant to a Sourcewell cooperative purchasing contract, through May 19, 2025 and any additional renewals.

City of Fayetteville Staff Review Form

2024-123

Item ID

6/4/2024

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

Ross Jackson	5/15/2024	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

COUNCIL TO APPROVE THE PURCHASE OF AUTOMOTIVE, HEAVY DUTY AND OFF-ROAD AFTERMARKET PARTS, TOOLS, SUPPLIES, EQUIPMENT, ACCESSORIES AND ADDITIONAL SERVICES BY INDIVIDUAL VENDOR CONTRACT ACCORDING TO SOURCEWELL CONTRACT #032521 (PEP, IMP, JAS, GPC AND ORA) UNTIL 05/19/2025 AND ANY ADDITIONAL RENEWALS.

Budget Impact:

9700.770.1910-5214.00	Shop
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,152,500.00
		Expenses (Actual+Encum)	$	421,814.28
		Available Budget	$	730,685.72
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	730,685.72

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

RFP #032521
REQUEST FOR PROPOSALS
for
Aftermarket Vehicle Parts and Supplies

Proposal Due Date: March 25, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 25, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	February 4, 2021
Pre-proposal Conference:	February 25, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	March 18, 2021, 4:30 p.m., Central Time
Proposal Due Date:	**March 25, 2021**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 25, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Aftermarket Vehicle Parts and Supplies including, but not to be limited to:

    a. Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric

automobiles, sport utility vehicles (SUV), light-, medium-, and heavy-duty trucks, buses, and motorcycles; and,

b. Proposers may include tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies related to the offering of the Aftermarket Vehicle Parts and Supplies described in Subsection 1. a. above, to the extent that these solutions are complementary to the offering of the Aftermarket Vehicle Parts and Supplies being proposed.

2. The primary focus of this solicitation is for Aftermarket Vehicle Parts and Supplies. This solicitation should NOT be construed to include:

a. Vehicle repair and maintenance services-only solutions
b. Vehicle installation services-only solutions

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions (RFP #110520)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $40 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;

- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

2/18/2021

Addendum No. 1
Solicitation Number: RFP 032521
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is it possible to receive a document that contains all the "table questions" in Step 1 (Specifications) in one master document format?

Answer 1:

After selecting “Start Submission” in the Sourcewell Procurement Portal, a proposer may navigate to Step 4 – “Preview Bid” and select “Preview My Bid in PDF” if a downloadable PDF of the questionnaire tables is desired.

Question 2:

Within your portal there are product categories listed by what looks to be commodity codes. Is there a list available that shows more details on the product items within these codes?

Answer 2:

Sourcewell utilizes the North American Industry Classification System (NAICS) within the Sourcewell Procurement Portal to allow prospective vendors the ability to broadly identify the types of equipment, products, or services applicable to them at the time of account creation. Prospective vendors who select one or more commodity codes receive system-generated notifications by email of new Sourcewell opportunities matching their commodity code selection.

For this RFP (and all cooperative purchasing contract opportunities), Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment,

products, or services falling within the requested equipment, products, or services as described in RFP Section II. B.

End of Addendum

Acknowledgement of this Addendum to RFP 032521 posted to the Sourcewell Procurement Portal on 2/18/2021, is required at the time of proposal submittal.

2/19/2021

Addendum No. 2
Solicitation Number: RFP 032521
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Referring to RFP Section II. B., can we propose a products only solution?

Answer 1:

A proposer is not required to offer all possible items or services within the scope of the solicitation as described in RFP Section II B. – Requested Equipment, Products, or Services, to be considered for award. However, proposals are evaluated based on the criteria as stated in the RFP.

Question 2:

If awarded a contract, can we use our authorized participating distributors or dealers?

Answer 2:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – "…If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract."

Question 3:

Our participating distributors are independent companies that may supply product and installation. Is this acceptable?

Answer 3:

See Answer 2 above.

Question 4:

In reference to RFP Section III. A. 2., regarding ceiling price, does this mean that better or lower pricing may be given to any user on a case-by-case basis?

Answer 4:

Refer to RFP Section III. A. 2. – which requires that all proposed pricing must be: "The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price."

Question 5:

In reference to RFP Section III. A. 2., can we bid a different discount in Canada to compensate for the exchange rate, customs, duties, etc.?

Answer 5:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. Each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Section III. – Pricing.

Question 6:

If there is added cost to ship to Hawaii and Alaska can we bid prepaid and add, or have a different minimum order requirement?

Answer 6:

See Answer 5 above.

Question 7:

In reference to Sourcewell contract template Section 3. B. – Sales Tax, if agencies are required to pay taxes, can we add them to the invoice as a separate line item?

Answer 7:

See Answer 5 above.

Question 8:

Is there a method to request modifications to contract prices throughout the term of the contract?

Answer 8:

An awarded vendor may submit a Product and Pricing Change Request to Sourcewell. Refer to Section 4. – Product and Pricing Change Requests, of the Sourcewell contract template.

Question 9:

In reference to Sourcewell contract template Section 6. B. – Additional Terms and Conditions/Participating Addendum, if a state requires a participating addendum, and there are requirements that change the offer the vendor supplied, are we allowed to negotiate new terms?

Answer 9:

Refer to Sourcewell contract template Section 6. B. – Additional Terms and Conditions/Participating Addendum. "…Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract."

Question 10:

In reference to Sourcewell contract template Section 7. – Customer Service, can we supply one contact for related items to the contract and multiple contacts for questions pertaining to product, lead times, etc.?

Answer 10:

Refer to the Sourcewell contract template Section 7. A. – Primary Account Representative, "Vendor will assign an Account Representative to Sourcewell for this Contract…" It is left to the discretion of the proposer to describe in their response their ability to sell and deliver service to Sourcewell participating entities.

Question 11:

In reference to Sourcewell contract template Section 15. – Force Majeure, can language regarding a pandemic be included?

Answer 11:

Refer to RFP Section IV. – Contract. A request for modification to the Sourcewell contract template may be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process.

Question 12:

Is there a minimum estimated sales volume for a supplier to be awarded?

Answer 12:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial viability and marketplace success to Sourcewell. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 032521 posted to the Sourcewell Procurement Portal on 2/19/2021, is required at the time of proposal submittal.

3/11/2021

Addendum No. 3
Solicitation Number: RFP 032521
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Page 12 of RFP Section E states that the proposer must "clearly identify any data submitted that it considers to be protected...." Are any financial statements provided by the proposer considered protected?

Answer 1:

Sourcewell does not consider financial statements submitted by a proposer to meet the definition of a trade secret under the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13). Refer to RFP Section VI. E., for a proposer's responsibility to identify data it considers protected and the justification for such classification.

End of Addendum

Acknowledgement of this Addendum to RFP 032521 posted to the Sourcewell Procurement Portal on 3/11/2021, is required at the time of proposal submittal.

3/19/2021

Addendum No. 4
Solicitation Number: RFP 032521
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Our company has a product or products that may fall within the requested equipment, products, and services, in two open Sourcewell solicitations? Are we allowed to, or will we be penalized for, including that product or products in a proposal under both RFPs?

Answer 1:

Each Sourcewell solicitation is separate and distinct from any other Sourcewell solicitation. A proposer is allowed to propose the entire line of equipment, products, and services falling within the requested equipment, products, or services of the subject solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 032521 posted to the Sourcewell Procurement Portal on 3/19/2021, is required at the time of proposal submittal.

The New York State Contract Reporter
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Thursday, 02/04/2021

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Aftermarket Vehicle Parts and Supplies
Agency: Sourcewell
Division: Procurement Department
Contract Number: 032521
Contract Term: 4 years, with potential 1 year extension
Date of Issue: 02/05/2021
Due Date/Time: 03/25/2021 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Vehicles & Equipment - ***Commodities***
Opportunity Type: General
Entered By: Chris Robinson
Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal .sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 25, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
James Voelker
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4191
james.voelker@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

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STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
Aftermarket Vehicle Parts and Supplies
Sourcewell; Bid Location Staples, MN, Todd County; Due 03/25/2021 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

2/5/2021

SOURCEWELL
AFTERMARKET VEHICLE PARTS AND SUPPLIES
Proposals Due 4:30 pm, March 25, 2021
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 25, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Feb. 5, 2021. 11959005

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **5th** DAY OF **February, 2021**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
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NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
MY COMMISSION EXPIRES NOVEMBER 05, 2022

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11959005
Client Reference No:

THE STATE MEDIA CO., INC.
Columbia, South Carolina publisher of

The State
The State Media Company
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AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004865390	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 25, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
4865390

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

February 04, 2021

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 12th day of February in the year of 2021

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

NFL needs more leaders like Vincent

Jarrett Bell
Columnist
USA TODAY

Troy Vincent is the NFL executive vice president of football operations but his contributions extend well beyond the job title and work hours. BRYNN ANDERSON/AP

TAMPA, Fla. – Sometimes, I'd swear Troy Vincent has been cloned. The NFL's executive vice president of football operations has his fingerprints all over the place when it comes to the league's wide range of issues, strategies, ventures and the primary product itself, the game.

Never mind the official title. His job description, which includes oversight of the officiating department and the nuts and bolts of game operations, merely scratches the surface.

But let's start with Vincent's chief role. It has been challenging enough with so many added layers as the league pulled off its ambitious goal of playing a complete season (sans the preseason and the Pro Bowl) during a pandemic that culminates with Super Bowl 55.

"It's the power of teamwork," he told USA TODAY. "I've always believed in it. There's power when people come together for a common cause. In this case, if everyone is not aligned – the players, the medical experts, the NFLPA (National Football League Players Association), the teams – then you don't have even a remote chance of any success."

Vincent, 50, reflected from the NFL's headquarters hotel adjacent to Tampa Convention Center after returning from a walk-through for a Tuesday event at Just Elementary School, less than two miles from Raymond James Stadium. Interestingly, the community service project isn't among the many league-sanctioned activities common during Super Bowl week (and even this week, as COVID-19 has ushered in a severely scaled-back Super Bowl environment).

Vincent's family foundation, Love Thy Neighbor, has for years adopted a school in the Super Bowl city to support. Troy and his wife, Tommi, and their 15-year-old twins (three other children are adults) were at the school with several others Monday working through details for the donated technology equipment that the STEM school lacked.

"We're trying to bridge the educational gap," Vincent said.

This tells you something else about Vincent, who grew up in Trenton, New Jersey, and played 16 seasons as an NFL defensive back. For all of his NFL work, there's another track. He and Tommi, married for 26 years, also adopted schools in cities that have hosted the draft. Then there are vacations, which in the NFL universe typically begins in late June and extends into July before camps open. Vacations over several non-pandemic years for the Vincents have usually been built around the weeklong tours of Historically Black Colleges and Universities (HBCUs) arranged for underprivileged children.

A few years ago, I reached out to Vincent on a weekend. He said he'd get back to me after he finished up with the kids. Again, he wasn't referring to his kids. He has a mentoring program for high school football players that he conducts on Saturdays in Baltimore, which includes on and off-the-field tutoring. Asked this week if he had to scrap the program during the pandemic, he said, "No, we just had to scale it back."

Let Derrick Brooks, the former Buccaneers Hall of Fame linebacker, put the essence of Vincent into context. "Since I've known Troy, you've always seen his love for serving," Brooks said, alluding to Vincent's Christian values. "It's apparent. It starts with his faith. He and Tommi are very in tune with what it means to lead by faith."

Brooks, enlisted as an appeals officer in a position jointly arranged by the league and NFLPA that addresses on-field discipline, went on to rave about the impact Vincent had in improving services provided by the league for retired NFL players. That flowed out of Vincent's previous position at league headquarters, where he overhauled the Player Engagement Department.

Others point to Vincent's key role in diversity and inclusion initiatives as a defining measure. The issue, which most notably focus on opportunities for minority coaches and executives, has gained increasing attention as one hiring cycle after another have frustrated minority coaches and other proponents for equality. And no league executive has provided a stronger voice on the issue than Vincent, the league's highest-ranking Black executive.

In December, Vincent drew headlines – and some brushback criticism – for his scathing rebuke of the hiring practices of not only the NFL teams that pay his salary but also the sports industry at large as he bemoaned the minimal opportunities provided to minorities. It was so rare, yet unapologetically refreshing, for a high-ranking league executive to speak with such passion to an issue that resonates for a significant portion of, well, the NFL's fan base. This, of course, coincides with his tireless efforts behind the scenes, with include working closely with Commissioner Roger Goodell, the league's diversity committee and the Fritz Pollard Alliance, which promotes minority hiring.

"It's our issue," Vincent said. "It's not the issue of the commissioner, or people of color, or women. It's our issue. For us to dance around it, no! This is a problem. This is not about shaming anyone, because I have to work with individuals to make progress. I was just trying to state truth and where we all should be heading and why – because it's the right thing to do."

Later in December, the league conducted a two-day virtual seminar for HBCU students interested in seeking non-playing careers in the sports industry. Of course, Vincent had a key role in the program that included speakers from teams and the league. And of course Vincent, who also played a role in connecting the league and its in-house media operation to the National Association of Black Journalists (NABJ) to create an internship program, sounded a bit embarrassed when asked about it.

"It's just being a connector and a facilitator," Vincent said. "Lead from behind. Get the right people to the table."

He knows. The lack of opportunity for coaches is part of a larger picture reflected throughout the NFL on many fronts ... as in society at large.

"When you see the lack of respect, lack of acknowledgment of disenfranchised people, we have (HBCU) institutions that produce the best and the brightest people of color in all areas. Looking for talented people? They're right over here. They're not just at predominantly white institutions."

David Cornwell, the sports attorney who in the 1980s worked at NFL headquarters and established the first minority coaches fellowship among other initiatives, can relate well to Vincent. Cornwell knows the landscape, the battles and the politics. He also believes that Vincent's background – toward the end of his playing career he became president of the NFLPA and was once considered a possible successor to late union chief Gene Upshaw – makes him uniquely qualified for his wide-ranging role as arguably Goodell's most valuable lieutenant.

"The key ingredient is what he brings to it with his authenticity as a person," Cornwell said. "He was a great player, but he's turned out to be a remarkable man, husband and father, too, with a tireless commitment to the NFL."

Cornwell brings up an adage when considering Vincent: The reward for being responsible is more responsibility.

"His approach to politics is to be effective," Cornwell said. "In some organizations, performance is never an issue unless it's not there."

Which brings us back to the chief role. Vincent has also been the liaison – and enforcer in sticky cases that involved outbreaks with the Titans and Ravens, plus compliance issues with the Broncos and Raiders, and the relocation of the 49ers to Arizona for several weeks – in dealing with the teams and the pandemic. It was not always smooth, yet at various stages of the season Vincent would quickly recite the number of contests played as context for the goal of playing 256 regular-season games before the playoffs.

"We had to have constant communication and be flexible on our end as well," Vincent said, which only begins to address the league's challenge.

Without a pandemic, there likely would have been more attention this season of the overhaul of the league's officiating department. Al Riveron's role as the director was reduced, split up with former referee Walt Anderson, and former coach Perry Fewell enlisted to help lead the department.

"People are not talking about officiating," Vincent said, meaning that controversies have been at a minimum – although, well, there is one pretty high-profile game left.

Despite Vincent's contention, people have talked about officiating this season – for progressive reasons.

Sarah Thomas on Sunday will become the first woman to officiate a Super Bowl, working as the down judge. It's historic, but Vincent insists that it wasn't a designed social progress move. Thomas has drawn four postseason assignments in six years with the league.

"She earned it," Vincent said. "You can't get to this game without being ranked in the top three at your position. What I'm hoping to get from that, just like Week 11 and Week 17, is to normalize it. It should not be an outlier in 2021."

In Week 11, as Vincent noted, the NFL used an all-Black officiating crew for the first time, to much fanfare. Another all-Black crew worked the Washington-Philadelphia finale, too, with so little attention that it was barely noticed.

Over the years, Vincent also helped establish the "Broadcast Boot Camp" that has helped players transition to TV jobs. The annual Gospel Celebration? He was a supporter of that event (now in Year 22) from way back, too, helping to fuel involvement of current and former players. With personal experiences from his childhood, he has been an internal resource on domestic violence issues. And in recent years, he has been intimately involved in the league efforts – albeit some of which have been open to criticism dating to Colin Kaepernick's protests during the national anthem – in social justice matters.

If there are not more Troy Vincents, there need to be.

"I believe, over time, I've gained the trust of the commissioner and others, to be able to lend an opinion or a point of view on topics that have not fallen in the job description, i.e. social justice matters," Vincent said. "That lives with someone else, but I've been on the forefront with people doing it day to day, without stepping on people's toes."

But still, the energy has to come from somewhere.

"I don't have a choice. I just happen to be in the race with the baton in my hand. I am inspired on a daily basis because I see the difference we can make."

In other words, Vincent no longer plays the game. But he's more of an impact player than ever.

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NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Aftermarket Vehicle Parts and Supplies** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov.**

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than March 25, 2021, at 4:30pm Central Time, and late proposals will not be considered.

The **Interlocal Purchasing System (TIPS)** has posted procurement solicitations at **www.tips-usa.com** for the following categories:

210201	**E-Rate**
210202	**Portable Modular Buildings 2 Part with JOC**
210203	**Renewable Energy and Solar Solutions and Services 2 Part with JOC**
210204	**Fire, Firearm, and Active Shooter Safety and Security Solutions 2 Part with JOC**
210205	**Trades, Labor, and Materials (JOC)**

Proposals are due and will be opened on **March 19, 2021 at 3:00 pm local time.**

Call **866-839-8477** for problems with website or questions.

To advertise in USA TODAY Marketplace, call: **(800) 397-0070**

ANNOUNCEMENTS

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written by: Marvin Williams Sr.

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NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Aftermarket Vehicle Parts and Supplies** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov.**

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than March 25, 2021, at 4:30pm Central Time, and late proposals will not be considered.

usat-usatnonbus-sourcewell-display-public-notice-16850.indd 1 2/1/21 11:09 AM

Public | Purchase™

Sourcewell
Formerly NJPA

Bid RFP #032521 - Aftermarket Vehicle Parts and Supplies

[Switch to Vendor View]

Bid Type **RFP**

Bid Number **032521**

Title **Aftermarket Vehicle Parts and Supplies**

Start Date **Feb 4, 2021 7:49:15 AM CST**

End Date **Mar 25, 2021 4:30:00 PM CDT**

Agency **Sourcewell**

Bid Contact **Chris Robinson**
(218) 895-4168
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Access Reports
View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

Questions
0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid
[Create Addendum]

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 25, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date **Feb 25, 2021 10:00:00 AM CST**

Location **Online Conference**

Notes **Login information will be emailed two business days prior to event.**

Documents

No Documents for this bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2021 © | The Public Group, LLC. All rights reserved.

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Sourcewell

View Details

Click here to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 032521
Bid Name:	Aftermarket Vehicle Parts and Supplies
Bid Status:	**Closed**
Bid Closing Date:	Thu Mar 25, 2021 4:30:00 PM (CDT)
Question Deadline:	Thu Mar 18, 2021 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract:	Refer to project document
Negotiation Type:	Refer to project document
Condition for Participation:	Refer to project document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 25, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

Register for this Bid | Download Bid Documents

PENDING

Aftermarket Vehicle Parts and Supplies

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 25, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

This RFP is now closed.

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Publish

Pending biddingo Approval

Type 1 Bid Notice Only

Publish /Verify Contents

Save as Template

Solicitation Setting

✔ Invite Bidders	No
✔ Evaluate Response online	No
✔ Internal Approval	No
✔ Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	032521
Solicitation Name	Aftermarket Vehicle Parts and Supplies	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	032521 Aftermarket Vehicle Parts

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	$160,000,000.00
Publish Date	02/04/2021	Closing Date & Time	03/25/2021 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Automotive/ Industrial	
Tools/ Supplies/ Parts	Automotive/aircraft parts/tools/lifts, etc., machine shop tools, anti-freeze, parts, car wash drive through system, pick-up caps, hoists etc

Solicitation Overview

Sourcewell Formerly NJPA

Aftermarket Vehicle Parts and Supplies

032521

Closing Date: 03/25/2021 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov**]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 25, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.**

Additional Recipients

Once the posting is approved, an e-mail will be sent to the following recipient(s).

Email Address
carol.jackson@sourcewell-mn.gov

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[User Manuals / Support]

Notice

Basic Information

Estimated Contract Value (CAD)	$160,000,000.00 (Not shown to suppliers)
Reference Number	0000192169
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	032521
Title	Aftermarket Vehicle Parts and Supplies
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Term: 2021/06/01 01:00:00 AM EDT - 2025/05/31 01:00:00 AM EDT
Description	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 25, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2021/02/04 08:39:10 AM EST
Question Acceptance Deadline	2021/03/18 05:30:00 PM EDT
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2021/03/25 05:30:00 PM EDT
Prebid Conference	2021/02/25 01:00:00 AM EST

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2021/02/25 01:00:00 AM EST
Location	Online Conference
Event Note	Login information will be emailed two business days prior to event.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	In attached document
Pricing	In attached document

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Categories (66)	
G	**Goods** Goods
N25	**Vehicular Equipment Components** Vehicular Equipment Components
N25	**Vehicular Equipment Components** Vehicular Equipment Components
N2500	**VEHICULAR EQUIPMENT COMPONENTS** Vehicular equipment components
N2510	**VEHICULAR CAB, BODY AND FRAME STRUCTURAL COMPONENTS** Vehicular Cab, Body, and Frame Structural Components Includes Leaf Type Vehicular Springs; Suspension Type Shock Absorbers.
N2510001	**VEHICULAR CAB, BODY AND FRAME - UNDERCOATING SERVICES** VEHICULAR CAB, BODY AND FRAME - UNDERCOATING SERVICES
N2510002	**VEHICULAR CAB BODY AND FRAME STRUCTURAL COMPONENTS, EXCEPT MILITARY CONFIGURATION (N.E.S.)** VEHICULAR CAB BODY AND FRAME STRUCTURAL COMPONENTS, EXCEPT MILITARY CONFIGURATION (N.E.S.)
N2510C	**VEHICULAR CAB, BODY AND FRAME STRUCTURAL COMPONENTS (EXCEPT MILITARY CONFIGURATION)** VEHICULAR CAB, BODY AND FRAME STRUCTURAL COMPONENTS (EXCEPT MILITARY CONFIGURATION)
N2510CA	**BODY, DUMP TRUCK** BODY, DUMP TRUCK
N2510CC	**BODY, VAN TRUCK** BODY, VAN TRUCK
N2510CD	**BODY, VAN TRUCK, FIBERGLASS** BODY, VAN TRUCK, FIBERGLASS
N2510E	**SPRINGS, LEAF AND COIL, FOR TRACKED AND WHEELED VEHICLES, EXCEPTGROUND EFFECT AND ARMOURED FIGHTING VEHICLES** SPRINGS, LEAF AND COIL, FOR TRACKED AND WHEELED VEHICLES, EXCEPTGROUND EFFECT AND ARMOURED FIGHTING VEHICLES
N2510F	**VEHICULAR CAB, BODY, AND FRAME STRUCTURAL COMPONENTS, ARMOURED FIGHTING VEHICLE, S.M.P.** VEHICULAR CAB, BODY, AND FRAME STRUCTURAL COMPONENTS, ARMOURED FIGHTING VEHICLE, S.M.P.
N2510FA	**VEHICULAR CAB, BODY, AND FRAME STRUCTURAL COMPONENTS, N.E.S., ARMOURED FIGHTING VEHICLE, S.M.P.** VEHICULAR CAB, BODY, AND FRAME STRUCTURAL COMPONENTS, N.E.S., ARMOURED FIGHTING VEHICLE, S.M.P.
N2510FC	**VEHICULAR CAB, BODY AND FRAME STRUCTURAL COMPONENTS, GROUND EFFECT VEHICLES** VEHICULAR CAB, BODY AND FRAME STRUCTURAL COMPONENTS, GROUND EFFECT VEHICLES
N2510G	**VEHICULAR WINDSHIELD ASSEMBLY** VEHICULAR WINDSHIELD ASSEMBLY
N2520	**VEHICULAR POWER TRANSMISSION COMPONENTS** Vehicular Power Transmission Components Includes Transfer Transmission Assemblies; Clutch Assemblies; Universal Joints; Propeller Shafts; Automotive Torque Converters; Power Takeoffs.
N2520001	**VEHICULAR POWER TRANSMISSION COMPONENTS (STANDARD COMMERCIAL)** VEHICULAR POWER TRANSMISSION COMPONENTS (STANDARD COMMERCIAL)
N2520A	**VEHICULAR POWER TRANSMISSION COMPONENTS, FOR TRACKED AND WHEELED VEHICLES, MILITARY CONFIGURATION** VEHICULAR POWER TRANSMISSION COMPONENTS, FOR TRACKED AND WHEELED VEHICLES, MILITARY CONFIGURATION
N2520B	**VEHICULAR POWER TRANSMISSION COMPONENTS, ARMOURED FIGHTING VEHICLE, S.M.P.** VEHICULAR POWER TRANSMISSION COMPONENTS, ARMOURED FIGHTING VEHICLE, S.M.P.

GSIN Categories (66)	
N2520BD	**TRANSFER CASES/GEARBOXES, FINAL DRIVE ASSEMBLY, ARMOURED FIGHTING VEHICLE, S.M.P.** TRANSFER CASES/GEARBOXES, FINAL DRIVE ASSEMBLY, ARMOURED FIGHTING VEHICLE, S.M.P.
N2520C	**VEHICULAR POWER TRANSMISSION COMPONENTS, GROUND EFFECT VEHICLES** VEHICULAR POWER TRANSMISSION COMPONENTS, GROUND EFFECT VEHICLES
N2530	**VEHICULAR BRAKE, STEERING, AXLE, WHEEL AND TRACK COMPONENTS** Vehicular Brake, Steering, Axle, Wheel, and Track Components Includes Turret Brakes; Clutch Brakes, Tank Turret.
N2530001	**VEHICULAR BRAKE, STEERING, AXLE, AND WHEEL COMPONENTS (STANDARD COMMERCIAL)** VEHICULAR BRAKE, STEERING, AXLE, AND WHEEL COMPONENTS (STANDARD COMMERCIAL)
N2530AB	**AXLE ASSEMBLY, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES** AXLE ASSEMBLY, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES
N2530AD	**BRAKE SHOES, DRUMS AND MISCELLANEOUS BRAKE COMPONENTS (N.E.S.) FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES** BRAKE SHOES, DRUMS AND MISCELLANEOUS BRAKE COMPONENTS (N.E.S.) FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES
N2530AK	**TRACK AND TRACK COMPONENTS, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES** TRACK AND TRACK COMPONENTS, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES
N2530AL	**WHEEL, PNEUMATIC TIRE, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES** WHEEL, PNEUMATIC TIRE, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES
N2530AM	**WHEEL, SOLID RUBBER, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES** WHEEL, SOLID RUBBER, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES
N2530B	**VEHICULAR BRAKE, STEERING, AXLE, WHEEL AND TRACK COMPONENTS, ARMOURED FIGHTING VEHICLE, S.M.P.** VEHICULAR BRAKE, STEERING, AXLE, WHEEL AND TRACK COMPONENTS, ARMOURED FIGHTING VEHICLE, S.M.P.
N2530BLB	**TRACK SHOE MAINTENANCE AUXILIARY EQUIPMENT, ARMOURED FIGHTING VEHICLE** TRACK SHOE MAINTENANCE AUXILIARY EQUIPMENT, ARMOURED FIGHTING VEHICLE
N2530BM	**WHEEL, PNEUMATIC TIRE, ARMOURED FIGHTING VEHICLE, S.M.P.** WHEEL, PNEUMATIC TIRE, ARMOURED FIGHTING VEHICLE, S.M.P.
N2530BN	**WHEEL, SOLID RUBBER, ARMOURED FIGHTING VEHICLE, S.M.P.** WHEEL, SOLID RUBBER, ARMOURED FIGHTING VEHICLE, S.M.P.
N2530C	**VEHICULAR BRAKE, STEERING, AXLE, WHEEL AND TRACK COMPONENTS, GROUND EFFECT VEHICLES** VEHICULAR BRAKE, STEERING, AXLE, WHEEL AND TRACK COMPONENTS, GROUND EFFECT VEHICLES
N2540	**VEHICULAR FURNITURE AND ACCESSORIES** Vehicular Furniture and Accessories Includes Automobile Seat Covers; Shock Absorber, Bumper Windshield Wipers; Bumper Guards; Mirrors, Rear View and Side View; Vehicle Heaters; Vehicular Furniture.
N2540000	**VEHICULAR FURNITURE AND ACCESSORIES (STANDARD COMMERCIAL)** VEHICULAR FURNITURE AND ACCESSORIES (STANDARD COMMERCIAL)
N2540001	**BLANKET, EMERGENCY** BLANKET, EMERGENCY
N2540002	**PORTA-VET, MOBILE CLINIC** PORTA-VET, MOBILE CLINIC
N2540003	**SILENT PATROLMAN SAFETY SHIELD** SILENT PATROLMAN SAFETY SHIELD
N2540004	**VEHICLE FURNITURE AND ACCESSORIES - AIR DEFLECTORS** VEHICLE FURNITURE AND ACCESSORIES - AIR DEFLECTORS
N2540005	**VEHICLE ACCESSORY, BOX CAP FOR LIGHT TRUCKS (FIBREGLASS OR ALUMINUM)** VEHICLE ACCESSORY, BOX CAP FOR LIGHT TRUCKS (FIBREGLASS OR ALUMINUM)

GSIN Categories (66)	
N2540A	**ABSORBERS, SHOCK, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES** ABSORBERS, SHOCK, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES
N2540C	**FURNITURE AND ACCESSORIES, MISCELLANEOUS, N.E.S., FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTINGVEHICLES** FURNITURE AND ACCESSORIES, MISCELLANEOUS, N.E.S., FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTINGVEHICLES
N2540G	**VEHICULAR TIRE CHAIN ASSEMBLY (STANDARD COMMERCIAL)** VEHICULAR TIRE CHAIN ASSEMBLY (STANDARD COMMERCIAL)
N2540H	**VEHICULAR FURNITURE AND ACCESSORIES, GROUND EFFECT VEHICLES** VEHICULAR FURNITURE AND ACCESSORIES, GROUND EFFECT VEHICLES
N2541	**WEAPONS SYSTEMS SPECIFIC VEHICULAR ACCESSORIES** WEAPONS SYSTEMS SPECIFIC VEHICULAR ACCESSORIES
N2590	**VEHICULAR COMPONENTS, MISCELLANEOUS** VEHICULAR COMPONENTS, MISCELLANEOUS
N2590001	**VEHICULAR COMPONENTS, MISCELLANEOUS (STANDARD COMMERCIAL)** VEHICULAR COMPONENTS, MISCELLANEOUS (STANDARD COMMERCIAL)
N2590002	**VEHICULAR COMPONENTS, MISCELLANEOUS, IN ACCORDANCE WITH ENGINEERING DRAWINGS** VEHICULAR COMPONENTS, MISCELLANEOUS, IN ACCORDANCE WITH ENGINEERING DRAWINGS
N2590003	**VEHICULAR COMPONENTS, MISC. (STANDARD COMMERCIAL) REBUILT** VEHICULAR COMPONENTS, MISC. (STANDARD COMMERCIAL) REBUILT
N2590A	**VEHICULAR COMPONENTS, MISCELLANEOUS, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES** VEHICULAR COMPONENTS, MISCELLANEOUS, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES
N2590AA	**CYLINDER ASSEMBLY, HYDRAULIC, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES** CYLINDER ASSEMBLY, HYDRAULIC, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES
N2590B	**ROLL OVER PROTECTIVE STRUCTURES, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES** ROLL OVER PROTECTIVE STRUCTURES, FOR TRACKED AND WHEELED VEHICLES, EXCEPT GROUND EFFECT AND ARMOURED FIGHTING VEHICLES
N2590C	**MISCELLANEOUS VEHICULAR COMPONENTS, ARMOURED FIGHTING VEHICLE, S.M.P.** MISCELLANEOUS VEHICULAR COMPONENTS, ARMOURED FIGHTING VEHICLE, S.M.P.
N2590CA	**MISCELLANEOUS VEHICULAR COMPONENTS, N.E.S., ARMOURED FIGHTING VEHICLE, S.M.P.** MISCELLANEOUS VEHICULAR COMPONENTS, N.E.S., ARMOURED FIGHTING VEHICLE, S.M.P.
N2590D	**VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. (BY COMPANY)** VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. (BY COMPANY)
N2590DAA	**VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - AMERICAN MOTORS** VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - AMERICAN MOTORS
N2590DAB	**VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - AMERICAN MOTORS, JEEP DIVISION** VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - AMERICAN MOTORS, JEEP DIVISION
N2590DAC	**VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - AMERICAN MOTORS, RAMBLER DIVISION** VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - AMERICAN MOTORS, RAMBLER DIVISION
N2590DBA	**VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - CHRYSLER** VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - CHRYSLER
N2590DBB	**VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - CHRYSLER, DODGE DIVISION** VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - CHRYSLER, DODGE DIVISION
N2590DCA	**VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - FORD** VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - FORD
N2590DDA	**VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - GENERAL MOTORS** VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - GENERAL MOTORS
N2590DDB	**VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - GENERAL MOTORS, CHEVEROLET** VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - GENERAL MOTORS, CHEVEROLET

GSIN Categories (66)	
N2590DEA	**VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - INTERNATIONAL** VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - INTERNATIONAL
N2590DEB	**VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - INTERNATIONAL HARVESTER** VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - INTERNATIONAL HARVESTER
N2590DEC	**VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - MACTRUCKS** VEHICULAR COMPONENTS, MISCELLANEOUS, N.E.S. - MACTRUCKS
N2590DED	**VEHICULAR COMPONENTS, MISCELLANEOUS - DOMINION AUTO** VEHICULAR COMPONENTS, MISCELLANEOUS - DOMINION AUTO
MERX Category (1)	
G	**Goods** Goods
G22	**Miscellaneous Goods** Miscellaneous Goods
UNSPSC Category (1)	
78000000	**Transportation and Storage and Mail Services**
78180000	**Transportation repair or maintenance services**
78180100	**Vehicle maintenance and repair services**

DocuSign Envelope ID: 1EBCB795-1F6E-48BE-AB7A-25F44C94406A

Proposal Opening Record

Date of opening: March 25, 2021

Sourcewell posted Request for Proposal #032521, for the procurement of Aftermarket Vehicle Parts and Supplies, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, February 4, 2021, and the solicitation remained in an open status within the portal until March 25, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on March 25, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #032521 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Automotive Parts Services Group (The Group) - Submitted 3/25/21 at 2:02:58 PM
Auto-Wares, Inc. - Submitted 3/23/21 at 7:02:24 PM
Beecher Emission Solution Technologies, LLC - Submitted 3/24/21 at 2:33:50 PM
Capital Filtrations, Inc. - Submitted 3/25/21 at 3:02:29 PM
Diesel Laptops, LLC - Submitted 3/25/21 at 2:53:30 PM
ELLIOTT AUTO SUPPLY CO., INC. - Submitted 3/22/21 at 1:39:30 PM
General Motors ACDelco - Submitted 3/24/21 at 2:30:53 PM
Genuine Parts Company dba NAPA Auto Parts - Submitted 3/24/21/at 12:40:50 PM
IEH Auto Parts, LLC - Submitted 3/25/21 at 10:54:57 AM
Imperial Supplies Holding, Inc. - Submitted 3/25/21 at 1:01:10 PM
Interstate Batteries, Inc. - Submitted 3/24/21 at 8:39:34 PM
Jasper Engine Exchange - Submitted 3/25/21 at 6:44:17 AM
New York Bus Sales, LLC - Submitted 3/24/21 at 12:05:46 PM
O'Reilly Auto Enterprises, LLC - Submitted 3/25/21 at 11:44:45 AM
Paccar Parts (PACCAR, Inc.) - Submitted 3/24/21 at 10:11:51 AM
Wastebuilt Environmental Solutions, LLC - Submitted 3/25/21 at 10:22:10 AM
Whelen Engineering Company, Inc. - Submitted 3/22/21 at 9:30:29 AM

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The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on March 25, 2021, at 4:41:21 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

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Chris Robinson, CPSM, Procurement Manager

DocuSigned by:
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Carol Jackson, Procurement Analyst

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Proposal Evaluation
Aftermarket Vehicle Parts and Supplies RFP #032521

	Possible Points	Automotive Parts Services Group (The Group)	Auto-Wares Inc.	Beecher Emission Solution Technologies, LLC	Capital Filtrations Inc	Diesel Laptops, LLC	ELLIOTT AUTO SUPPLY CO INC	General Motors ACDelco	Genuine Parts Company dba NAPA Auto Parts	IEH Auto Parts LLC
Conformance to RFP Requirements	50	39	33	38	37	33	40	40	44	44
Pricing	400	323	281	291	311	261	326	311	335	330
Financial Viability and Marketplace Success	75	58	53	51	51	55	58	61	68	65
Ability to Sell and Deliver Service	100	77	64	68	59	69	79	83	90	83
Marketing Plan	50	34	31	36	34	33	39	38	46	44
Value Added Attributes	75	55	51	53	56	44	56	50	64	64
Warranty	50	42	39	40	39	36	42	42	41	43
Depth and Breadth of Offered Equipment, Products, or Services	200	181	165	131	139	105	173	163	184	175
Total Points	1,000	809	717	708	726	636	813	788	872	848
Rank Order		7	15	16	14	17	6	9	1	2

	Possible Points	Imperial Supplies Holdings Inc	Interstate Batteries, INC.	Jasper Engine Exchange	New York Bus Sales, LLC	O'Reilly Auto Enterprises LLC	Paccar Parts (PACCAR, Inc.)	Wastebuilt Environmental Solutions LLC	Whelen Engineering Company Inc.
Conformance to RFP Requirements	50	40	36	42	43	40	39	35	37
Pricing	400	334	334	336	326	333	286	312	321
Financial Viability and Marketplace Success	75	64	56	64	57	59	64	57	60
Ability to Sell and Deliver Service	100	83	79	82	74	83	83	79	78
Marketing Plan	50	42	34	43	40	40	35	40	33
Value Added Attributes	75	64	60	59	60	60	66	39	57
Warranty	50	41	40	41	41	43	39	37	38
Depth and Breadth of Offered Equipment, Products, or Services	200	163	134	169	154	175	168	155	141
Total Points	1,000	831	773	836	795	833	780	754	765
Rank Order		5	11	3	8	4	10	13	12

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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by: 0B0204E40D3E445...
Michael Munoz, CPPB, Procurement Analyst

DocuSigned by: Stephanie Haataja 755BA3F379B5409...
Steff Haataja, CPIM, Procurement Analyst

DocuSigned by: Tom Sharbonno D12CB58EFE9146E...
Tom Sharbonno, Procurement Analyst

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COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #032521
Entitled
Aftermarket Vehicle Parts and Supplies

The following advertisement was placed February 4, 2021 in *USA Today*, in South Carolina's *The State,* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and February 5, 2021 in Oregon's *Daily Journal of Commerce*:

> Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 25, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

A&A Auto Parts Stores, Inc.	Interior Offroad Equipment
Advance Auto Parts	Interstate Batteries, Inc.
Air Technology Solutions	Jasper Engine Exchange
Ample, Inc.	Kustom Signals, Inc.
Auto-Wares, Inc.	MONACO Group Automotive, Inc.
Automotive Parts Services Group (The Group)	Napa Auto Parts
Beecher Emission Solution Technologies, LLC	Navistar, Inc.
Blue Bird Body Company	Nesco, LLC
Brigade Electronics, Inc.	New York Bus Sales, LLC
Broadway Ford Truck Sales, Inc.	O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts
Capital Filtrations, Inc.	Paccar Parts (PACCAR, Inc.)
Chevin Fleet Solutions, LLC	Pavement Technologies International Corp.
ClipperCreek, Inc.	ProLogic ITS, LLC

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Diesel Laptops, LLC	Rocky Mountain Truck Accessories
DPF Regeneration .com, LLC	Savvas Learning Company
ELLIOTT AUTO SUPPLY CO., INC.	SnoDepot
Equipment Works Inc., LLC	Star Fabrication
G & J Diesel Sales and Service	Stephen Wade Auto Center
General Motors ACDelco	TVH Parts Co.
Genuine Parts Company dba NAPA Auto Parts	Uberwurx, LLC
Global Direct Resources	Valor Industries
IEH Auto Parts, LLC dba Auto Plus Auto Parts	Vehicle Maintenance Program
Imperial Supplies LLC	Wastebuilt Environmental Solutions, LLC
Industrial Power, LLC	Whelen Engineering Company, Inc.

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on March 25, 2021, at 4:41:21 pm CT. Proposals were received from the following:

Automotive Parts Services Group (The Group)
Auto-Wares, Inc.
Beecher Emission Solution Technologies, LLC
Capital Filtrations, Inc.
Diesel Laptops, LLC
ELLIOTT AUTO SUPPLY CO., INC.
General Motors ACDelco
Genuine Parts Company dba NAPA Auto Parts
IEH Auto Parts, LLC dba Auto Plus Auto Parts
Imperial Supplies LLC
Interstate Batteries, Inc.
Jasper Engine Exchange
New York Bus Sales, LLC
O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts
Paccar Parts (PACCAR, Inc.)
Wastebuilt Environmental Solutions, LLC
Whelen Engineering Company, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Lead Analyst
Michael Munoz, CPPB, Procurement Analyst
Tom Sharbonno, Procurement Analyst
Stephanie Haataja, CPIM, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

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Genuine Parts Company, dba NAPA Auto Parts, is a distributor and service provider of a full catalog of aftermarket automotive parts. These products are made available to Sourcewell participating entities in the United States and Canada by 60 distribution centers and over 6,600 independent and NAPA owned retail stores. NAPA products are also made available through the NAPA online and NAPA Prolink ordering systems. The aftermarket automotive parts proposed by NAPA are being provided at competitive discounts from MSRP.

IEH Auto Parts, dba Auto Plus Auto Parts, is a full line distributor of automotive and truck parts. They are ready to provide their parts and services to Sourcewell participating entities in the United States through their network of 25 distribution centers and over 1,000 company and independently owned stores. They offer participating entities the ability to integrate their parts catalog into a multitude of shop management systems. IEH Auto Parts offers solid discounts and promotional pricing programs to participating entities.

Imperial Supplies, LLC, provides a broad offering of vehicle maintenance parts, fleet maintenance equipment, supplies, and tools. Imperial Supplies guarantees a 98% fill rate to Sourcewell participating entities in the United States through their regionally aligned distribution centers. Their products are all available via e-procurement with the ability to integrate with numerous platforms. Imperial Supplies offers participating entities competitive pricing discounts.

Jasper Holdings, Inc., is a direct to market manufacturer and supplier of automotive, medium-duty, and heavy-duty parts and supplies. Jasper Holdings maintains a large sales and service force with 115 branch locations to support the needs of participating entities in the United States. They also maintain a fleet of company owned trucks to replenish their branch locations and provide delivery to participating entities in the continental United States. They are offering significant discounts off MSRP to Sourcewell participating entities.

O'Reilly Auto Enterprises, LLC, dba O’Reilly Auto Parts, is a reseller of over 900 brands, offering Sourcewell participating entities a wide selection of aftermarket automotive parts for both domestic and imported automobiles, vans, and trucks. The products are being provided through 28 distribution centers and over 5,000 O’Reilly owned and operated stores in the United States. Additionally, O’Reilly offers online ordering via their online ordering system, First Call. All products and services offered on contract are provided at considerable discounts off the standard list price with additional discounted payment terms available.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #032521 to:

Genuine Parts Company dba NAPA Auto Parts	#032521-GPC
IEH Auto Parts dba Auto Plus Auto Parts	#032521-PEP
Imperial Supplies LLC	#032521-IMP
Jasper Holdings Inc.	#032521-JAS
O'Reilly Auto Enterprises, LLC dba O’Reilly Auto Parts	#032521-ORA

The preceding recommendations were approved on May 10, 2021.

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James Voelker
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James Voelker, CPCM, CFCM, Procurement Lead Analyst

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Michael Munoz, CPPB, Procurement Analyst

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Tom Sharbonno
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Tom Sharbonno, Procurement Analyst

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Stephanie Haataja
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Stephanie Haataja, CPIM, Procurement Analyst

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STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #032521** for **Aftermarket Vehicle Parts and Supplies**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
Jeremy Schwartz
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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

SOURCEWELL
STATE OF MINNESOTA

Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2020-29

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Sharon Thiel, Ryan Thomas, Linda Arts, and Chris Kircher.

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS -November 2020

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Aftermarket Parts & Accessories for Light, Medium, and Heavy Vehicles with Related Supplies & Services
Facility Security Systems, Equipment, and Services with Related Components, Software and Supplies
Multi-Function Copiers, Printers, and Equipment Applicable to Scanned Data Management and Image Duplication

NEW CONTRACTS		
Doosan Industrial Vehicle	091520-DIV	*"Forklifts and Lift Trucks with Related Services"*
Hyundai Construction Equipment	091520-HCE	*"Forklifts and Lift Trucks with Related Services"*
Mitsubishi Caterpillar Forklift America	091520-MCF	*"Forklifts and Lift Trucks with Related Services"*
Phoenix Business, Inc.	090320-PNX	*"Public Sector and Education Administration Software Solutions with Related Services"*
Dude Solutions	090320-SDI	*"Public Sector and Education Administration Software Solutions with Related Services"*
eSolutionsGroup, Limited	090320-ESL	*"Public Sector and Education Administration Software Solutions with Related Services"*
Hyland Software	090320-HYL	*"Public Sector and Education Administration Software Solutions with Related Services"*
Konica Minolta	090320-KON	*"Public Sector and Education Administration Software Solutions with Related Services"*
PowerSchool Group	090320-POW	*"Public Sector and Education Administration Software Solutions with Related Services"*
Tyler Technologies	090320-TTI	*"Public Sector and Education Administration Software Solutions with Related Services"*
5th YEAR RENEWALS (CONTRACT EXTENSIONS)		
Lightspeed Technologies	111616-LTI	*"Classroom Audio Technology Equipment with Related Accessories, Services and Supplies"*
LilyPad EV	051017-LPE	*"Electric Vehicle Supply Equipment and Related Services"*
Zeco Systems dba Greenlots	051017-ZSI	*"Electric Vehicle Supply Equipment and Related Services"*
Landscape Structures	030117-LSI	*"Recreation and Playground Equipment, Accessories and Supplies"*
PlayPower	030117-LTS	*"Recreation and Playground Equipment, Accessories and Supplies"*
Spohn Ranch	030117-SRI	*"Recreation and Playground Equipment, Accessories and Supplies"*
ReCollect Systems	041217-RCS	*"Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories"*
Quadient, Inc.	041917-NPI	*"Mailing and Postage Equipment with Related Software, Accessories, Services and Supplies"*
NEW ezIQC CONTRACTS		
Company Name	**Contract Number**	**State - Region - Type of Work**
The Matthews Group, Inc.	WA-DC-GC01-100120-TMG	*General Construction*
Centennial Contractors Enterprises	WA-DC-GC02-100120-CCE	*General Construction*
S-Works Construction Corporation	WA-DC-GC03-100120-SWC	*General Construction*
Vigil Contracting, Inc.	WA-DC-GC04-100120-VGL	*General Construction*
HITT Contracting	WA-DC-GC05-100120-HCI	*General Construction*
F.H. Paschen	WA-DC-GC06-100120-FHP	*General Construction*
Vigil Contracting, Inc.	WA-DC-M01-100120-VGL	*Mechanical HVAC Construction*
Adrian L. Merton Inc.	WA-DC-M02-100120-ALM	*Mechanical HVAC Construction*
Paige Industrial Services, Inc	WA-DC-M03-100120-PAI	*Mechanical HVAC Construction*
Vigil Contracting, Inc.	WA-DC-E01-100120-VGL	*Electrical Construction*
Paige Industrial Services, Inc	WA-DC-E02-100120-PAI	*Electrical Construction*
-	No Contract Awarded	*Electrical Construction*
Vigil Contracting, Inc.	WA-DC-P01-100120-VGL	*Plumbing Construction*
Adrian L. Merton Inc.	WA-DC-P02-100120-ALM	*Plumbing Construction*
Paige Industrial Services, Inc	WA-DC-P03-100120-PAI	*Plumbing Construction*
ezIQC RENEWALS		
Platinum Roofing, Inc	KS-W-R01-111319-PLR	

Straub Construction Company, Inc.	KS-E-GC01-111319-STC	
BKM Construction LLC	KS-E-GC02-111319-BKM	
MTS Contracting, Inc	KS-E-GC03-111319-MTS	
Platinum Roofing, Inc	KS-E-R01-111319-PLR	
RoofConnect Logistics, Inc	KS-E-R02-111319-RCL	
BKM Construction LLC	KS-W-GC01-111319-BKM	
RoofConnect Logistics, Inc	KS-W-R02-111319-RCL	
Julius Kaaz Construction Company, Inc.	MO-KC-GC01-111319-JKC	
BKM Construction LLC	MO-KC-GC02-111319-BKM	
MTS Contracting, Inc	MO-KC-GC03-111319-MTS	
Straub Construction Company, Inc.	MO-KC-GC04-111319-STC	
Julius Kaaz Construction Company, Inc.	MO-KC-P01-111319-JKC	
Platinum Roofing, Inc	MO-KC-R01-111319-PLR	
RoofConnect Logistics, Inc	MO-KC-R02-111319-RCL	

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SOURCEWELL
STATE OF MINNESOTA

Member Zylka moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-15

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts

and the following voted against: (list names here or "NONE")
None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

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Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - June 2021

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Roadway Paving Equipment
Vehicles, Cars, Vans, SUVs and Light Duty Trucks with Related Equipment, and Accessories
Express Courier, Shipping and Logistics

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Auto Plus Auto Parts	032521-PEP	*"Aftermarket Vehicle Parts and Supplies"*
Imperial Supplies, LLC	032521-IMP	*"Aftermarket Vehicle Parts and Supplies"*
Jasper Holdings, Inc.	032521-JAS	*"Aftermarket Vehicle Parts and Supplies"*
NAPA Auto Parts	032521-GPC	*"Aftermarket Vehicle Parts and Supplies"*
O'Reilly Auto Parts	032521-ORA	*"Aftermarket Vehicle Parts and Supplies"*
Cascade Engineering, Inc.	041521-CEI	*"Plastic Refuse and Recycling Containers with Related Technology Solutions"*
ReCollect Systems, Inc.	041521-RCS	*"Plastic Refuse and Recycling Containers with Related Technology Solutions"*
Rehrig Pacific Company	041521-REH	*"Plastic Refuse and Recycling Containers with Related Technology Solutions"*
Toter, LLC	041521-TOT	*"Plastic Refuse and Recycling Containers with Related Technology Solutions"*
Eduporium, Inc.	040121-EDU	*"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"*
H2I Group	040121-H2I	*"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"*
Lakeshore Learning Materials	040121-LSH	*"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"*
Palmer Hamilton, LLC	040121-PHL	*"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"*
Prophet Corp./STEM Supplies	040121-STM	*"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"*
Sid Tool Co./MSC Industrial Supply	040121-MSI	*"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"*
STEM For Kids	040121-SFK	*"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"*
Box Gang Manufacturing	040621-BXG	*"Bulk Solid Waste and Recycling Equipment"*
Hol-Mac Corporation	040621-HMC	*"Bulk Solid Waste and Recycling Equipment"*
Marathon Equipment Company	040621-MEC	*"Bulk Solid Waste and Recycling Equipment"*
Petersen Industries, Inc.	040621-PII	*"Bulk Solid Waste and Recycling Equipment"*
Wastequip Manufacturing Company, LLC	040621-WQI	*"Bulk Solid Waste and Recycling Equipment"*
Facility Optimization Solutions, LLC	050421-FAC	*"JOC or IQCC Program Management Consulting Services"*
The Gordian Group, Inc.	050421-GGI	*"JOC or IQCC Program Management Consulting Services"*

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
APi National Service Group	031517-API	*"Facility Security Equipment, Systems and Services with Related Equipment and Supplies"*
The Toro Company	062117-TTC	*"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"*
Bandit Industries, Inc.	062117-BAN	*"Grounds Maintenance Equipment, Attachments, Accessories and Related Services'*
Kubota Tractor Corporation	062117-KBA	*"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"*
Deere & Company	062117-DAC	*"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"*
Morbark, LLC	062117-MBI	*"Grounds Maintenance Equipment, Attachments, Accessories and Related Services'*

NEW ezIQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

ezIQC RENEWALS

Company Name	Contract Number	

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Solicitation Number: RFP #032521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and O'Reilly Auto Enterprises LLC dba O'Reilly Auto Parts, 233 South Patterson Ave., Springfield, MO 65802 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and Vendor will pass through all available manufacturer warranties to the Participating Entity. Vendor agrees to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Intentionally omitted.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon

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as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of discount documentation in Microsoft Excel with the effective date of the modifieddiscounts, or product addition or deletion. The new discount restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

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5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific

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requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

DocuSign Envelope ID: 36B2AC61-E602-492C-8664-55960C4CBAC4

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in

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any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

DocuSign Envelope ID: 36B2AC61-E602-492C-8664-55960C4CBAC4

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, and including injury or death to person(s) or property, alleged to have been caused by or arising out of the (i) negligence, gross negligence, or willful misconduct of Vendor or its agents or employees in the performance of Vendor's duties and obligations under this Contract (ii) infringement of a third party's intellectual property rights by Vendor, or (iii) any violation of applicable law by Vendor.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

DocuSign Envelope ID: 36B2AC61-E602-492C-8664-55960C4CBAC4

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Intentionally Omitted.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

DocuSign Envelope ID: 36B2AC61-E602-492C-8664-55960C4CBAC4

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

DocuSign Envelope ID: 36B2AC61-E602-492C-8664-55960C4CBAC4

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

DocuSign Envelope ID: 36B2AC61-E602-492C-8664-55960C4CBAC4

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

DocuSign Envelope ID: 36B2AC61-E602-492C-8664-55960C4CBAC4

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

DocuSign Envelope ID: 36B2AC61-E602-492C-8664-55960C4CBAC4

A. EQUAL EMPLOYMENT OPPORTUNITY. Vendor represents and warrants that it is an equal opportunity employer.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

DocuSign Envelope ID: 36B2AC61-E602-492C-8664-55960C4CBAC4

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

DocuSign Envelope ID: 36B2AC61-E602-492C-8664-55960C4CBAC4

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

DocuSign Envelope ID: 36B2AC61-E602-492C-8664-55960C4CBAC4
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Sourcewell

DocuSigned by:
Jeremy Schwartz
C0F02A139D05480...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
5/20/2021 | 4:17 PM CDT
Date: _____

Approved:

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: _____

O'Reilly Auto Enterprises LLC
dba O'Reilly Auto Parts

By: _____
Chuck Rogers
Title: VP of Professional Sales

Date: 5-27-2021

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Sourcewell

DocuSigned by:
Jeremy Schwartz
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By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
5/20/2021 | 4:17 PM CDT
Date: _____

O'Reilly Auto Enterprises LLC
dba O'Reilly Auto Parts

By: _____
Chuck Rogers
Title: VP of Professional Sales

Date: _____

Approved:

DocuSigned by:
Chad Coauette
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By: _____
Chad Coauette
Title: Executive Director/CEO
6/3/2021 | 11:02 AM CDT
Date: _____

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	O'Reilly Auto Enterprises LLC
Does your company conduct business under any other name? If yes, please state:	O'Reilly Auto Parts
Address:	233 S Patterson Springfield, MO 65802
Contact:	Robert Fulp
Email:	coops@oreillyauto.com
Phone:	417-829-5822
HST#:	86-0221312

Submission Details

Created On:	Monday February 15, 2021 14:36:52
Submitted On:	Thursday March 25, 2021 11:44:45
Submitted By:	Robert Fulp
Email:	coops@oreillyauto.com
Transaction #:	647822a6-c705-481e-bb2f-47182e8d8dbf
Submitter's IP Address:	70.230.120.100

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts	*
2	Proposer Address:	233 South Patterson Ave. Springfield, MO, 65802	*
3	Proposer website address:	www.oreillyauto.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chuck Rogers VP of Professional Sales 233 South Patterson Ave., Springfield, MO, 65802 CoOps@oreillyauto.com 417-829-5822	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joe Micko Director of National Accounts 233 South Patterson Ave., Springfield, MO, 65802 CoOps@oreillyauto.com 417-829-5822	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Robert Fulp National Accounts Administrative Supervisor 233 South Patterson Ave., Springfield, MO, 65802 CoOps@oreillyauto.com 417-829-5822 Jacob Saylor National Accounts Support Analyst 233 South Patterson Ave., Springfield, MO, 65802 CoOps@oreillyauto.com 417-829-5822	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	O'Reilly Automotive, Inc. officially started in the auto parts business in Springfield, Missouri, in November of 1957. However, its historical background in the automotive business, as well as the family's quest for opportunity and advancement, may be traced back to a much earlier time. Michael Byrne O'Reilly immigrated to America in 1849, escaping from the hard times of the potato famine, which struck Ireland in 1845-46. Settling in St. Louis, he worked his way through school to earn a law degree, and then pursued a career as a title examiner. His son, Charles Francis O'Reilly, attended college in St. Louis and went to work in 1914 as a traveling salesman for Fred Campbell Auto Supply in St. Louis. By 1924, Charles had become familiar with the Springfield area, having traveled by train to sell auto parts throughout the territory. He recognized the region as an area of growth and opportunity and asked to be transferred there. By 1932, he had become manager of Link Motor Supply in Springfield. One of his sons, Charles H. (Chub) O'Reilly, had also joined the company. Together they provided the leadership and management that made Link the predominant auto parts store in the area. In 1957, Link planned a reorganization, which would have included the retirement of 72-year-old Charles F. O'Reilly, and the transfer of C. H. O'Reilly to Kansas City. Since neither agreed with these plans, they made the decision to form their own company, O'Reilly Automotive, Inc. They opened for business on December 2, 1957 with one store and 13 employees at 403 Sherman in Springfield. Their sales totaled $700,000 in 1958, their first full year of business. Due to the hard work and ability of the original employees, several of whom were stockholders in the company, the business grew and prospered from its very first year. By 1961, the company's volume had reached $1.3 million – the combined volume of O'Reilly Automotive Distributors, a division formed to serve independent automotive jobbers in the area. In March of 1975, annual sales volume rose to $7 million, and a 52,000-square-foot facility at 233 S. Patterson was built for the O'Reilly/Ozark warehouse operation. By that time, the company had nine stores, all located in southwest Missouri. The long range plans and stability of the company were solidified by a public offering of company stock in April 1993. Since that time, the Company has grown through the opening of new stores, as well as through numerous mergers and acquisitions, and currently operates 5,594 stores in 47 states, including Alaska and Hawaii, and 22 stores in Mexico. Throughout this time the underlying spirit and philosophy of O'Reilly Automotive, Inc., has been one of growth and progress, both for the company and its team members. This remains the policy to which the company is dedicated today.	*
8	What are your company's expectations in the event of an award?	To grow our sales and market share within the public sector.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached 10-K (O'Reilly Auto Parts 2020 Annual Report).	*
10	What is your US market share for the solutions that you are proposing?	According to CSI Market, O'Reilly has a 13.19% market share in aftermarket automotive parts and accessories.	*
11	What is your Canadian market share for the solutions that you are proposing?	O'Reilly does not currently have a presence in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We purchase automotive products in substantial quantities from over 900 suppliers. Our stores offer a wide selection of products for domestic and imported automobiles, vans and trucks. Our merchandise generally consists of nationally recognized, well-advertised, premium name brand products, such as AC Delco, Armor All, Bosch, BWD, Cardone, Castrol, Gates Rubber, Monroe, Moog, Pennzoil, Prestone, Quaker State, STP, Turtle Wax, Valvoline, Wagner, and Wix, and a wide selection of quality proprietary private label products, which span the entire good, better and best value spectrum, under our BestTest®, BrakeBest®, Import Direct®, Master Pro®, Micro-Gard®, Murray®, Omnispark®, O'Reilly Auto Parts®, Precision®, Power Torque®, Super Start®, and Ultima® brands. Our proprietary private label products are produced by nationally recognized manufacturers, meet or exceed original equipment manufacturer specifications and consist of house brands and nationally recognized proprietary bands, which we have acquired or developed over time. All O'Reilly stores are company owned and operated.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	O'Reilly has received recognition from industry leaders in both the automotive service industry and automotive aftermarket parts manufacturers.	*
17	What percentage of your sales are to the governmental sector in the past three years	This information is not available.	*
18	What percentage of your sales are to the education sector in the past three years	This information is not available.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	O'Reilly is part of several national and regional cooperative purchasing contracts. Some examples include Sourcewell, TIPS, NCPA, & NASPO. For 2020, our cooperative programs accounted for approximately $60 million.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Henry County BOC	Jody Swords	770-288-6781	*
City of Olathe	Alen Shorehouse	913-782-2600	*
Martin County BOCC	Joe Valcone	772-288-5699	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Texas - TX	Automotive Parts	Average: $26.07 per unit.	2020: $231,414	*
Confidential	Government	Texas - TX	Automotive Parts	Average: $18.20 per unit.	2020: $231,333	*
Confidential	Government	Texas - TX	Automotive Parts	Average: $16.72 per unit.	2020: $207,445	*
Confidential	Government	Arkansas - AR	Automotive Parts	Average: $21.74 per unit.	2020: $159,076	*
Confidential	Government	Texas - TX	Automotive Parts	Average: $20.57 per unit.	2020: $158,031	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	We have approximately 779 full-time O'Reilly sales representatives strategically located across our market areas as part of our First Call program. Each sales representative is dedicated solely to calling upon, selling to and servicing our professional service provider customers.	*
24	Dealer network or other distribution methods.	As of December 31, 2020, O'Reilly operates 28 distribution centers across the US. Our DCs stock an average of 159,000 SKUs and most are linked to and have access to multiple other regional DCs' inventory. Our DCs provide five-night-a-week delivery, primarily via O'Reilly's company-owned fleet, to all of our stores. O'Reilly employs approximately 9,500 Team Members at our US DCs. O'Reilly stores also receive deliveries from our Hub store network. This comprises 88 Super Hubs, which carries an average of 70,000 SKUs, and 274 Hubs, that carry an average of 42,000 SKUs.	*
25	Service force.	As of December 31, 2020, O'Reilly operates 5,594 stores in 47 states. Each store employs 11 Team Members on average and carries approximately 22,000 SKUs on average. Each store is staffed with a store manager and one or more assistant managers, in addition to parts specialists, retail and/or installer service specialists, and other positions required to meet the specific needs of each store.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We seek to provide our customers with an efficient and pleasant in-store experience by maintaining attractive stores in convenient locations with a wide selection of automotive products. We believe that the satisfaction of professional service provider customers is substantially dependent upon our ability to provide, in a timely fashion, the specific automotive products needed to complete their repairs. Accordingly, each O'Reilly store carries, or has same or next day availability to, a broad selection of automotive products designed to cover a wide range of vehicle applications. We continuously refine the inventory levels and assortments carried in each of our stores and within our network, based in large part on the sales movement tracked by our inventory control system, market vehicle registration data, failure rates and management's assessment of the changes and trends in the marketplace. We have no material backorders for the products we sell. We seek to attract new customers and to retain existing customers by offering superior customer service, the key elements of which are identified below: 1) Superior in-store service through highly-motivated, technically-proficient store personnel ("Professional Parts People"); 2) An extensive selection and availability of products; 3) Attractive stores in convenient locations; 4) Competitive pricing, supported by a good, better, best product assortment designed to meet all of our customers' quality and value preferences; and 5) A robust point-of-sale system integrated with our proprietary electronic catalog, which contains a wide variety of product images, schematics and technical specifications, equips our Team Members with highly effective tools to source products in our extensive supply network.	*

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	O'Reilly has over 70,000 team members that are willing and ready to provide Sourcewell participating entities with our industry leading automotive products and services in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	O'Reilly does not currently have a presence in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be able to service entities in Canada, New Jersey, Delaware, & Maryland because we do not currently have stores operating in these areas. We are also unable to make deliveries in most cases where the participating entity is more than 5 miles from the nearest O'Reilly store. They will still be able to participate for pick up orders.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We do not have any limitations on sectors except where we do not currently have a store presence.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	O'Reilly is currently operating in Hawaii and Alaska without any specific requirements or restrictions unless the entity is over 5 miles from an O'Reilly store. If the entity is over 5 miles, they can still utilize the contract for purchases however delivery may not be available. We do not have a presence in US territories at this time.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	O'Reilly's extensive and knowledgeable sales force is out in the field calling on new and existing customers on a daily basis. These team members are knowledgeable in our cooperative contract offering and if we were to be awarded this contract, they would begin offering the use of it to applicable customers. Please see attachment 'O'Reilly Marketing Materials' for more information.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	O'Reilly has a presence on all major social media platforms. These are utilized to spread awareness of our product offering and current promotions.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	O'Reilly views Sourcewell as a partner in promoting this contract. We would expect Sourcewell to inform its members of our contract, if awarded. O'Reilly will utilize our sales force to reach out to prospective Sourcewell members to educate them on our program and facilitate any additional needs that are required to register and use this program.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, O'Reilly offers our full catalog and ordering system called First Call Online for no charge. Customers can look up parts, place orders, make payments, and utilize multiple features that will help with their every purchasing need. See attachment 'O'Reilly Auto Parts First Call Online' for more information.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer several training options from class room courses to web based training. The cost of the courses can vary by number of attendees and type of training. O'Reilly has the ability to custom tailor these courses to meet the needs of agencies.	*
37	Describe any technological advances that your proposed products or services offer.	To pair with the online ordering system, we have added connectivity with your smart phone to allow VIN scanning. Vehicle information can now be looked up through the vehicle's license plate number as well. To streamline the accounting side we have the capability to transmit and receive invoice, credit, and payment information via EDI.	*

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have the following green initiatives in place at O’Reilly: 1) Oil/oil filters – Almost all stores accept oil/transmission fluid and oil filters from walk-in customers. This is done at no charge to the customer. 2) Batteries – We take and recycle batteries at no charge to our customers. 3) Cardboard –If the trash haulers that service our stores participate in a recycling program, cardboard recycling is offered at store level. Whether recycling or not, stores are asked to break down all cardboard boxes, thus reducing the frequency of trash/cardboard pick ups required. This reduces the fuel used by the haulers. The DCs compact and bale their own cardboard which is picked up by the recycling plant. 4) Paper – The corporate headquarters and many regional offices have bins to collect paper for recycling. Even our Team Spirit is published on recycled paper. 5) Aluminum cans – Most DCs and offices recycle aluminum cans. 6) Fuel – We purchase four-cylinder trucks which run more fuel efficiently than other trucks in the market. 7) Energy – Most stores and some DCs have an energy management system installed which controls peak demand, maintains HVAC setpoints and notifies us when HVAC units are not functioning efficiently, thus reducing the energy consumed and money spent for energy. 8) Other – Some DC/office locations recycle metal, pallets, and phone books. Stores are always encouraged to look at items/ways they can recycle cardboard, paper, aluminum, etc., from the store through local contacts within their communities.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We have a number of products that have a combination of eco-labels, ratings or certifications. A list of these products can be made available upon request.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We lead the industry in parts availability, and our competitive advantage starts with a very robust, tiered, regional distribution network made up of 28 distribution centers, which replenish our stores at least five nights a week from inventories that average 159,000 SKUs. By servicing our stores at least five nights a week, we are able to deploy our inventory dollars in a greater breadth of inventory at the store level, versus carrying a greater depth of inventory that would be required if our stores were replenished less often from the DCs. This breadth of inventory means we will be much more likely to have a part in stock in the store when a customer needs it. We further augment our store level inventory availability by providing more than 95% of our stores with same day access to a broader selection of hard-to-find inventory through multiple daily deliveries from either a DC or an expanded inventory Super Hub store, which stock on average 70,000 SKUs, or a Hub store, which stock on average 42,000 SKUs. Our customer service commitment is to “never say no,” and we will remain the industry leader in parts availability, providing our Team Members with the tools necessary to provide extremely high levels of service and earn customers’ business. All O’Reilly stores are company owned meaning uniform adherence to contract provisions across the nation.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Our manufacturers' warranty policies vary depending on the part. 31.48% of available SKUs are on a limited lifetime warranty, 39.12% offer a 1 year limited warranty, 10.57% offer a manufacturer's defect warrant, 7.18% cover 90 days, 2.67% are on a 2 year limited warranty. O'Reilly does not offer a direct labor warranty on products, but if a product that was purchased and installed by an agency fails within the supported warranty time period, O'Reilly will support the agency in filing labor claims. The procedures of filing a labor claim start with a labor claim filed by our store's manager and then O'Reilly will present the claim to the appropriate manufacturer. Once the manufacturer determines their level of support after testing and inspection of the part in question, O'Reilly will report back to the agency on the results. Please see attachment 'O'Reilly Warranty Policy and Return & Exchange Policy' for more information.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The length of our warranty offerings vary depending on the part. Please see attachment 'O'Reilly Warranty Policy and Return & Exchange Policy' for more information.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	O'Reilly does not perform warranty repairs. We do replace the part immediately and send it off to the manufacturer for their inspection or repair. Please see attachment 'O'Reilly Warranty Policy and Return & Exchange Policy' for more information.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	O'Reilly does not perform warranty repairs. We do replace the part immediately and send it off to the manufacturer for their inspection or repair. Please see attachment 'O'Reilly Warranty Policy and Return & Exchange Policy' for more information.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	These warranties are typically passed on to the original equipment manufacturer.	*
47	What are your proposed exchange and return programs and policies?	Our proposed exchange and return policies vary by part based on condition and type. Please see attachment 'O'Reilly Warranty Policy and Return & Exchange Policy' for more information.	*
48	Describe any service contract options for the items included in your proposal.	We do not offer service contract options.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	2% 10th net 20.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We can facilitate leasing options through a third party, however we do not offer leasing options ourselves. O'Reilly does offer in-house financing primarily on shop equipment, upon approved credit.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	We offer different methods for placing orders. First Call Online is the best method. This system is capable of finding parts by application, interchange, or manual entry. Once parts are located, it will display the cost, and availability at the local store, hub store, and distribution center. After the order is placed, the local store will invoice and deliver the part(s). We also offer phone-in orders that are answered by our installer service specialists. Walk-in orders are always welcome as well.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted as long as they are backed by a major credit card company. There is no additional cost for this service.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a product-category discount pricing model. The proposed discount for Sourcewell will be O'Reilly List Price less 41% or better. This discount will cover every item we offer. Due to the number of items O'Reilly offers, an individual listing of every item is not available. We do have attached the listing of every product category, subcategory, and segment on items we are proposing with the stated discount.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell's catalog discount will be O'Reilly List Price less 41% or better. For 2020, Sourcewell members total purchases came out to be 21% less than if they were to pay O'Reilly retail price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Any quantity discounts are evaluated on a case by case basis.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	In the event an agency would like to procure an item that is from an outside source it would be subject to a sliding scale mark-up from cost.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Not applicable.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/Delivery/Shipping costs will only be applicable on factory/special order situations. These costs will be communicated to and approved by the agency at the time of the order. We do not mark up shipping costs.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight/Delivery/Shipping costs to Alaska and Hawaii will only be applicable for factory/special order items. Canada and offshore delivery is not available at this time.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is made by O’Reilly delivery team members in company owned vehicles. Average delivery time is 30 minutes to 1 hour for items stocked in our local store. Items that are stocked in our DCs are available for next day delivery, if not earlier. This service is available to agencies that are within a 5 mile radius of an O’Reilly store location. For agencies just beyond this distance, scheduled deliveries may be a viable option. These situations would be addressed on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Anytime we receive a new customer sign-up request for Sourcewell, we assign the entity to the Sourcewell group code. This code is used to track all customers on the Sourcewell program. We have the ability to pull sales data for a specific group code, which is then used for our reporting. We also have a model pricing profile for Sourcewell. At the same time that we assign the entity to the group code, we also apply the model pricing profile to the entity. We have the ability to pull the pricing profiles for each entity assigned to the group code and cross check that profile against the Sourcewell model pricing profile to ensure they are receiving the correct pricing. This is done on a regularly scheduled basis.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our stores carry an extensive product line, including: 1) New and remanufactured automotive hard parts, such as alternators, starters, fuel pumps, water pumps, brake system components, batteries, belts, hoses, temperature control, chassis parts, driveline parts and engine parts 2) Maintenance items, such as oil, antifreeze, fluids, filters, wiper blades, lighting, engine additives and appearance products 3) Accessories, such as floor mats, seat covers and truck accessories. Our stores offer many enhanced services and programs to our customers, such as: 1) Used oil, oil filter and battery recycling 2) Battery, wiper and bulb replacement 3) Battery diagnostic testing 4) Electrical and module testing 5) Check engine light code extraction 6) Loaner tool program 7) Drum and rotor resurfacing 8) Custom hydraulic hoses 9) Professional paint shop mixing and related materials 10) Machine shops.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please attachment 'O'Reilly Proposed Pricing Discounts' for a listing of our product subcategory offerings.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Air conditioning, heating, cooling, and climate control	(•) Yes ( ) No		
67	Alternators, starters, batteries, electrical, and ignition systems	(•) Yes ( ) No		
68	Bearings - ball and roller	(•) Yes ( ) No		
69	Belts, hoses, gaskets, and seals	(•) Yes ( ) No		
70	Brakes	(•) Yes ( ) No		
71	Bumpers, body, cab, and chassis parts	(•) Yes ( ) No		
72	Emission and exhaust	(•) Yes ( ) No		
73	Engine and drive train	(•) Yes ( ) No		
74	Filters - oil, fuel, air, and transmission	(•) Yes ( ) No		
75	Oils and lubricants - regular and synthetic	(•) Yes ( ) No		
76	Pumps - fuel and water	(•) Yes ( ) No		
77	Safety and security systems	(•) Yes ( ) No		
78	Interior and exterior parts and accessories	(•) Yes ( ) No		
79	Lamps, lighting, mirrors, and wiring	(•) Yes ( ) No		
80	Pumps - fuel and water	(•) Yes ( ) No		
81	Suspension, shocks, struts, and steering	(•) Yes ( ) No		
82	Wipers and washers	(•) Yes ( ) No		
83	Heating and cooling (engine)	(•) Yes ( ) No		
84	Vehicle paint and primer	(•) Yes ( ) No		
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	(•) Yes ( ) No	We do not offer tires and our OEM part offering is limited.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will measure the success of this contract based on how many new entities we can sign up on this program and how existing entities on the Sourcewell program perform year over year. Since we already have a contract in place with Sourcewell, we are able to measure this based on historical data.	*
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	We will not be offering electronic service programming subscriptions with this proposal.	*
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	O'Reilly is willing to work with Sourcewell and its participating entities to provide customized reports per request.	*
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	O'Reilly offers our online parts catalog and ordering system via First Call Online at no additional cost. Please see attachment 'O'Reilly Auto Parts First Call Online' for more information.	*
90	Identify the vehicle makes for which your offered parts are used.	We are able to provide parts for nearly all vehicle makes. In the event that we do not have a part for a specific vehicle, we will work with our manufacturers to add the requested part to our inventory, when possible.	*
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	We offer products for all vehicle engine types.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - O'Reilly Auto Parts 2020 Annual Report.pdf - Wednesday March 24, 2021 17:35:58
- Marketing Plan/Samples - O'Reilly Marketing Materials.pdf - Thursday March 25, 2021 09:07:59
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - O'Reilly Warranty Policy and Return & Exchange Policy.pdf - Thursday March 25, 2021 09:08:24
- Pricing - O'Reilly Proposed Pricing Discounts.xlsx - Wednesday March 24, 2021 17:37:42
- Upload Additional Document - O'Reilly Auto Parts First Call Online.pdf - Thursday March 25, 2021 09:08:45

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chuck Rogers, Vice President of Professional Sales, O'Reilly Auto Enterprises, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	☑	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	☑	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	☑	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	☑	2

DocuSign Envelope ID: E3BDF4EE-740A-4E17-90BF-787DBB6B628B

Sourcewell

Solicitation Number: RFP #032521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Jasper Holdings Inc., 815 Wernsing Road, Jasper, IN 47546 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

DocuSign Envelope ID: E3BDF4EE-740A-4E17-90BF-787DBB6B628B

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Jasper Holdings Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Joe McDonald 6DD159C9D92A443...
By: _____	By: _____
Jeremy Schwartz	Joe McDonald
Title: Chief Procurement Officer	Title: Vice President of Sales
Date: 5/13/2021 | 8:54 PM CDT	Date: 5/13/2021 | 4:15 PM CDT

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 5/13/2021 | 9:02 PM CDT

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	Jasper Engine Exchange
Does your company conduct business under any other name? If yes, please state:	Jasper Engines & Transmissions
Address:	815 Wernsing Road PO Box 650 Jasper, Indiana 47547
Contact:	Ashley Brush
Email:	bids@jasperengines.com
Phone:	800-827-7455
HST#:	

Submission Details

Created On:	Thursday February 25, 2021 09:57:25
Submitted On:	Thursday March 25, 2021 06:44:17
Submitted By:	Ashley Brush
Email:	bids@jasperengines.com
Transaction #:	183df2ea-9f74-42aa-aca7-d4893e05e4e1
Submitter's IP Address:	174.234.137.16

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Jasper Holdings, Inc. (referred to as Jasper Holdings throughout RFP)	*
2	Proposer Address:	815 Wernsing Rd, Jasper, IN 47546	*
3	Proposer website address:	Jasper Holdings will develop a Sourcewell exclusive landing page that will include but is not limited to: Customer Enrollment, Product Availability, Direct Link to Jasper Holdings Websites Jasper Holdings Websites www.jasperengines.com www.jasperinnovativesolutions.com / www.fleetandauto.com www.wellertruck.com www.dieselusa.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Joe McDonald Title: Vice President of Sales Address: 815 Wernsing Rd, Jasper, IN 47546 E-mail: joe.mcdonald@jasperengines.com Phone: 800-827-7455 x 11198	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Ashley Brush Title: Procurement Agent Address: 815 Wernsing Rd, Jasper, IN 47546 E-mail: ashley.brush@jasperengines.com Phone: 800-827-7455 x12709	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Steve Brooks Title: Regional Director of Fleet & National Programs Address: 815 Wernsing Rd, Jasper, IN 47546 E-mail: steve.brooks@jasperengines.com Phone: 800-827-7455 x11033	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Jasper Holdings is committed to continuous improvement in Safety, Quality, Productivity, Customer Service, and Reduction of Waste. We will be known as a good corporate Christian Citizen, focused on preserving our natural resources and giving back to our communities. Our mission statement is simple: "Do It Right and Have Fun!" We are committed to remain a leading force in the automotive industry. Progressive programs of research and new product development enable us to provide quality value-oriented products second to none. Jasper Holdings has a unique corporate culture. It is a culture we have developed and refined since our founding. The basis of our corporate philosophy can be found in six very simple words: "Do It Right...and Have Fun." At Jasper Holdings, we believe that whatever we do, whatever our job is, we must "Do It Right." Whether it is installing a piston on the production line, sweeping the floors every evening, or making the sales calls that place our products in the hands of thousands of customers, we must always strive to "Do It Right" if we are to continue our pattern of growth and success. The second part of our mission statement is: "and Have Fun." We work hard and we play hard. We are a family at JASPER and our company functions like the annual Family Picnic and Awards Banquet, reflect the spirit of togetherness and camaraderie we feel is so important in developing strong bonds and relationships among all JASPER Associates. Having fun is an integral part of our jobs. We enjoy our work and our contributions to the community as well as producing quality, value-oriented products. Jasper Holdings is committed to being the Brand of Choice for our Customers in the remanufacturing and sale of high quality, value-priced products, and services in the automotive aftermarket. Our Customers will know us as a progressive company committed to high-quality service. Our Suppliers will know us as an ethical partner and will engage with us to improve the quality of our products, services, and the efficiency of our operations. Our Associate-Owners will know us as the Company of Choice for a rewarding career. JASPER will provide a safe, healthy, and secure working environment. We will support the development of our Associate-Owners and will reward them based upon individual performance. We will strive to provide a secure retirement for each Associate-Owner through our ESOP and 401K.	*
8	What are your company's expectations in the event of an award?	Jasper Holdings' expectations would be for Sourcewell to announce the award to all participating entities. If relevant and agreed upon, a press release announcing this award would be appreciated and becomes a useful document to reference on the landing page of the exclusive site for this award.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attached financial information.	*
10	What is your US market share for the solutions that you are proposing?	Market share in the aftermarket is difficult to define clearly. Based upon total sales in 2020, JASPER estimates US sales represent 90% of total sales.	*
11	What is your Canadian market share for the solutions that you are proposing?	Market share in the aftermarket is difficult to define clearly. Based upon total sales in 2020, JASPER estimates Canadian sales represent 7% of total sales.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No / Not Applicable	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Jasper Holdings is best described as a direct-to-market premier manufacturer/supplier of automotive/medium duty/heavy duty parts and supplies which employs their own industry leading sales and service force of over 300 automotive sales and technicians. Jasper Holdings also owns their own fleet of trucks which supplies and stocks our 115 branch/distribution locations nationally. ALL individuals represented in this RFP by Jasper Holdings employees and not represented by a third-party distribution/sales entity. Note: Jasper Holdings utilizes 2,500 Independent Automotive/Medium Duty/Heavy Duty Garage Organizations to assist our customers with service and product installations when needed. Jasper Holdings utilizes a Service Agreement with these 2,500 Independent shops and can be provided as a value-add to Sourcewell Entities if needed.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Not applicable	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	FORBES America's Best Midsized Employer 2018 & 2019 Jasper Earns Top 25 Ranking on Forbes List of America’s Best Midsize Employers https://www.aftermarketnews.com/jasper-earns-top-25-ranking-on-forbes-list-of-americas-best-midsize-employers John Weller Named Heavy Duty Remanufacturer of the Year https://www.aftermarketnews.com/john-weller-named-heavy-duty-remanufacturer-of-the-year/ Flexfab, Weller Reman win PACCAR Parts supplier awards: https://www.trailer-bodybuilders.com/equipment-parts/article/21743927/flexfab-weller-reman-win-paccar-parts-supplier-awards https://www.ratchetandwrench.com/articles/10025-jasper-engines-transmissions	*
17	What percentage of your sales are to the governmental sector in the past three years	20%	*
18	What percentage of your sales are to the education sector in the past three years	8%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC Buy: https://www.hgacbuy.org/Home 1GPA: https://1gpa.org/ National Cooperative Purchasing Alliance: http://www.ncpa.us/ Allied States Purchasing Co-Op: https://www.esc19.net/Domain/178	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Jasper Holdings has a pending GSA contract submitted. Prior GSA contract historically provided for approximately $200,000 in annual sales volume.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami Dade County Schools	Sharon Wilson	(305) 995-1623	*
Fairfax County Schools	Cathy Muse	(703) 324-3201	*
Leon County Schools	Olivia Willis	(850) 488-1206	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
United States Postal Service	Government	Pennsylvania - PA	Automotive Parts and Supplies, Engines, Transmissions, Differentials, Chassis Replacement Parts, Fluids, Tires, Equipment	$10.00-$25,000.00	$157,219,139	*
Miami Dade County Schools	Education	Florida - FL	Automotive Parts and Supplies, Engines, Transmissions, Differentials, Fuel Components	$10.00-$15,000.00	$1,623,541	*
Fairfax County Schools	Education	Virginia - VA	Automotive Parts and Supplies, Engines, Transmissions, Differentials, Fuel Components	$10.00-$15,000.00	$886,587	*
Baltimore County Schools	Education	Maryland - MD	Automotive Parts and Supplies, Engines, Transmissions, Differentials, Fuel Components	$10.00-$15,000.00	$128,270	*
Leon County Schools	Education	Florida - FL	Automotive Parts and Supplies, Engines, Transmissions, Differentials, Fuel Components	$10.00-$15,000.00	$115,390	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Jasper Holdings has a national sales force made up of 300 trained outside sales professions with expert knowledge in the automotive aftermarket industry that can present our product, services, and commitment to excellence to Sourcewell participating entities. Jasper Holdings intends to train our outside, inside and customer service teams extensively on this program to meet the needs of all the Sourcewell participating entities. All Outside Sales Representatives will be expected to reach out to all Sourcewell participating entities for introductions, provide program literature and to qualify each of the Sourcewell participating entities on their individual needs and expectations. Jasper Holdings also employs a customer service team to facilitate any warranty claims, product returns, and accounting issues. Jasper Holding sales team which includes: Jasper Engines & Transmissions, Weller Truck Parts, Jasper Innovative Solutions and Diesel USA is widely regarded as one of the leading sales organizations in North America	*

24	Dealer network or other distribution methods.	Jasper Holdings does not utilize a dealer network or any outside distribution method as we are a manufacturer based direct selling organization. Each branch location has product inventory, company trucks for delivery. Additionally, some of our branch locations have service facilities that specialize in product installation and warranty repair. Jasper Holdings will fully service all geographic areas of the United States utilizing our 115 branch locations, company drivers and company owned medium duty delivery trucks w/lift gates. Jasper Holdings will service all Sourcewell's Canadian entities through our Northern Branch locations and ship via a local freight carrier company.	*
25	Service force.	Jasper Holdings utilizes automotive/light duty/medium duty, import and domestic service locations at the majority of our 115 branch locations nationwide. Jasper Holdings also has a contracted arrangement with another 2,500 partner Independent Garage Organizations (IGO), and OEM Dealerships to provide automotive/light duty/medium duty/heavy duty import and domestic service and repair as a service to our fleet and independent retail customers. Jasper Holdings corporate and independent contracted repair shops are ready to provide vehicle service, parts installation, and technical assistance to the Sourcewell participating entities throughout the United States.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Jasper Holdings has a customer service team that consists of 40 customer service representatives. Jasper Holdings customer service process includes: 1) Receiving the initial call from the customer 2) Creating a product/issue/warranty claim number 3) Developing a plan with the customer to resolve the situation via a replacement product or technical assistance and 4) Commitment to resolve the situation effectively and expeditiously. Jasper Holdings' response time is in direct relation to the level of assistance needed to resolve the issue. Jasper Holdings commits to full warranty coverage on all products sold, parts and service warranty coverage if applicable, technical assistance if needed and a dedicated customer service team focused on resolved any issue presented. Jasper Holdings also has a contracted arrangement with another 2,500 partner Independent Garage Organizations (IGO), and OEM Dealerships to provide automotive/light duty/medium duty/heavy duty import and domestic service and repair as a service to our fleet and independent retail customers. Jasper Holdings corporate and independent contracted repair shops are ready to provide vehicle service, parts installation, and technical assistance to Sourcewell participating entities throughout the United States.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Jasper Holdings' willingness to provide our products and services to Sourcewell participating entities in the United States is evident by: 1) our commitment from our Outside Sales Team to meet directly with any Sourcewell entity interested in utilizing this RFP for Automotive Parts and Supplies, 2) Our commitment from our Inside Sales Team to be available between the hours of 8:00 a.m. Eastern to 8:00 p.m. Eastern, six days a week to handle customer service related calls and assistance, 3) Our commitment of our Telemarketing Team to continually market to all Sourcewell participating entities by utilizing a "team selling" approach with the commitment to reach out to a high percentage of Sourcewell members throughout the RFP period and 4) Our commitment to put together an exclusive Sourcewell entity webpage for product availability, customer service, account information, etc.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Jasper Holdings does not currently have branch locations in Canada but are willing to service participating entities in Canada by shipping product from our branch locations closest to Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Jasper Holdings will fully service all geographic areas of the United States utilizing our 115 branch locations, company drivers and company owned medium duty delivery trucks w/lift gates. Jasper Holdings will service all Sourcewell's Canadian entities through our Northern Branch locations and ship via a local freight carrier company.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Jasper Holdings will provide service to all Sourcewell participating entities. Canada will be serviced by our inside sales team. US will be serviced by our inside sales, outside sales and telemarketing teams.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Jasper Holdings services Hawaii, Alaska, and other US Territories (including Guam) by way of our commitment to the United States Postal Service.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Jasper Holdings will employ a concentrated marketing strategy dedicated to educating Sourcewell's participating entities on the product depth and manufacturing quality of Jasper Holdings' four main companies (Jasper Engines & Transmissions, Weller Truck Parts, Jasper Innovative Solutions, and Diesel USA) product offerings. Jasper Holdings companies will act in partnership to develop a relationship with Sourcewell's participating entities by 1) Deploying our 300 Sales Representatives to introducing Jasper Holdings' product line directly to Sourcewell entities, 2) Developing a series of informational literature introducing the product breadth of all Jasper Holdings' companies and the steps for ordering, customer service or technical assistance. 3) Producing a quarterly series of direct mailing pieces for Sourcewell participating entity re-engagement 4) Jasper Holdings will entertain development of an exclusive landing page on the website dedicated to Sourcewell's participating entities. 5) Deployment team of telemarketers dedicated to reaching out to Sourcewell participating entities directly and 6) Sourcewell's RFP Award Number and Description on all four main Jasper Holdings corporate websites. 7) Sourcewell exclusive landing page (upon award) connecting all four main Jasper Holdings corporate websites.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Jasper Holdings currently operates four main organizational websites as listed in question 3. In addition to the websites, Jasper Holdings participates on the following social media platforms: Facebook, Twitter, Instagram, and LinkedIn. Our websites and the social media platforms allow for consistent information and messaging to share with when promoting career opportunities, new product launches, and announcement of new contracts or agreements if permitted.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Jasper Holdings' view of Sourcewell's role in promoting contracts would be limited to award recognition announcements and any participating entity contact information if possible. Jasper Holdings will integrate Sourcewell-awarded contract information into our outside sales process by training the 230 Outside Sales Representatives and 50 Inside Sales Representatives on the Sourcewell award and project scope. Jasper Holdings will also integrate the Sourcewell entities into our customer base by developing a Sourcewell entity exclusive informational webpage.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Jasper Holdings does not maintain an e-procurement ordering system. Jasper Holdings has worked directly with customers to interface their procurement systems into our sales systems and purchasing processes. As an example, several companies are now using COUPA, and we have developed best practices for interfacing with that platform for purchasing.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Jasper Holdings does not have pre-scheduled or pre-determined training programs. Jasper Holdings instead prefers to discuss training opportunities on an individual and case-by-case basis with customers based upon their needs. An example of this could be a fleet that continues to see failure points on specific parts/components at similar mileages or intervals. Due to Jasper Holdings' volume of product and core, we can discuss and develop best practices training for preventative maintenance or discuss alternative solutions in the form a virtual training class.	*
37	Describe any technological advances that your proposed products or services offer.	Depending upon the product line and opportunity, Jasper Holdings specializes in reverse engineering the inherent design flaws and common failures out of original equipment. Jasper Holdings has attached two (2) examples in which the original equipment product has been updated and improved.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As previously shared, the reduction of waste is key pillar of Jasper Holdings and remanufacturing is recycling. Please see attached for additional information related to our green initiatives.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Jasper Holdings does not qualify as a WMBE, SBE or veteran owned business. We do work with many companies that do qualify as these business entities and we capture Jasper Holdings spend with these companies thereby having the ability to report a Tier 2 spend. This is typically done on a quarterly basis and JASPER Holdings can provide reports on Tier 2 spend.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Jasper Holdings' unique attributes and how our group of companies are positioned within the industry is the reason why we are excited for the opportunity to support Sourcewell's RFP for Automotive Parts and Supplies. • Jasper Holdings engines, transmissions, differentials, related components are produced at OEM or better level quality; any inherent OEM design flaws are removed through reverse engineering. • Jasper Holdings offers their own fleet of delivery trucks w/lift gates to ensure on-time delivery for superior customer service. • Jasper Holdings offers parts and labor warranties for most assemblies and parts warranties for automotive parts and supplies. • Jasper Holdings does not utilize outside distribution networks, all sales, customer service, distribution, accounting are done with company employees. • Jasper Holdings is a wholly employee-owned entity. • People choose Jasper because of: Our People, Our Commitment to Our Customers Success, and to Our Commitment to Continuous Improvement. • Jasper Holdings also has a contracted arrangement with another 2,500 partner Independent Garage Organizations (IGO), and OEM Dealerships to provide automotive/light duty/medium duty/heavy duty import and domestic service and repair as a service to our fleet and independent retail customers. Jasper Holdings corporate and independent contracted repair shops are ready to provide vehicle service, parts installation, and technical assistance to the Sourcewell participating entities throughout the United States.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes-Jasper Holdings warranties products, parts, and labor against defects in our workmanship and material in accordance with the schedules and limitations outlined within our published warranty documentation. Due to the breadth of categories offered and depth of products in each category: warranty coverage time, warranty coverage mileage, hourly labor reimbursement rate and product replacement will vary.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No-Jasper Holdings warranty coverage does not impose usage restrictions or other limitations that adversely affect coverage. Warranty Coverage implies time or mileage limitations which does not adversely affect coverage. Warranty Coverage covers all normal use within the warranty period or manufacturer defect. Warranty Coverage reserves the right to deny warranty for abuse of any kind that falls outside of the typical intended use of the item. Warranty Coverage implies proper installation, OEM intended proper usage and the recommended maintenance procedures must be followed for the unit failure to be covered under warranty. Warranty Coverage implies proper application and installation are required in all cases. Improper maintenance can nullify the warranty in all cases.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Jasper Holdings' warranty coverage does include expense of technicians' travel time and mileage to perform warranty repairs with prior authorization. Jasper Holding's recommends using our network of 2,500 Jasper Holdings' authorized service providers across the United States to perform any authorized Jasper Holding's warranty work. When applicable, Jasper Holding's will reimburse the labor component to the Sourcewell entity if the warranty claim followed the proper warranty claim guidelines, and the entity has certified technicians that are able to perform the warranty repair.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Yes- There are geographic regions of the United States and Canada for which Jasper Holdings cannot provide a certified technician to perform warranty repairs. Jasper Holdings recommends the utilization of our network of 2,500 authorized service providers to perform warranty repairs. Jasper Holding's will also allow approved repair work to be completed by Sourcewell participating entities when applicable. Jasper Holding's 2,500 authorized service providers are available in the United States. Jasper Holding's will work to expand the authorized service program in Canada for the Sourcewell participating entities in Canada. Jasper Holdings does offer technical assistance via our customer service team.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes-Jasper Holding's components that are made by other manufacturers will be covered for warranty service in accordance with the schedules and limitations outlined in our published warranty documentation.	*
47	What are your proposed exchange and return programs and policies?	Replacement products, components and supplies will be made at the Jasper Holdings' factory locations within a reasonable time after notice and upon receipt of the goods deemed to be defective per the schedule and limitations of our written warranty policy. Return Programs and Policies: • We accept authorized returns within 90 calendar days from the date the product was received by the original recipient. • All authorized returns must be unused and in their original packaging, including all items that were included in the original package. Returns cannot have been disassembled, installed, modified, or damaged due to incorrect installation or user error. • If your shipment arrived with a damaged or incorrect item, please repackage the item(s) in the original shipping container and refer to our Return Procedure (below). • Upon inspection of the package upon receipt, if you receive missing, damaged, or incorrect parts, please call us as soon as possible so we can assist you in processing a return for replacement or refund. We are not responsible for missing, damaged, or incorrect parts after 90 calendar days for all products, regardless of the party at fault. We are also not responsible for lost or stolen packages and all such claims must be processed through the shipping company. Non-Returnable Items: • Special orders • Custom-made products • Painted parts	

		• Modified Parts • Electrical parts that have been plugged in or unsealed for any reason. Return Procedure: • Please call Customer Service to obtain a Return Merchandise Authorization (RMA) number. An RMA number is required to track and process your return. • You will need to call during normal business hours. (Monday to Friday from 7am to 4pm EST) • You will need your order or PO number. If you do not have your order or PO number, please provide the full name of the original purchaser and date of purchase. • All items for return must be packaged securely. Ensure that all special packaging instructions are followed to ensure that no shipping damage occurs. We will not be responsible for damaged returns resulting from inadequate packaging. Shipping/Freight Charge: We are not responsible for any return shipping/freight charges unless the return is due to a manufacturer's defect or a direct result of an error on our part. Refund Processing: Refunds are normally processed within 48 business hours after our warehouse receives your part(s). Once the returned part(s) has/have been inspected and processed, the refund will be credited to the payment method you used to buy the item(s) you ordered. You will receive a "credit approved" e-mail the day your refund is processed. If the purchase was made with a debit or credit card, it may take an additional 1-7 business day(s) for your financial institution to reflect the credit back on your account. Core Returns: What is a Core Charge? Whenever you buy an aftermarket part, your purchase price may include a core charge, which is the deposit you pay for the core, or recyclable component of the part. If you return the core of your old part to us, you can get that deposit back. If your old core is in reusable condition and you wish to return it, please do the following: • Call Customer Service and ask for an RMA number and instructions on returning your core. • Once you have an RMA number, simply mail the core back to the address provided along with a copy of your original receipt within sixty (60) days. Please note that for core returns, you must use the exact same box in which your replacement part was received. Your core cannot be damaged, but only non-operational or not usable because of failure. Damaged cores will not receive credit. Fluids must be drained. The customer will be responsible for the cost of shipping the core back to FleetandAuto.com. Core charges and taxes may vary, depending on the state in which you purchased the part. Cancellation Policy: Cancellations may be accommodated if the order has not yet been packed or shipped. We will do our best to accommodate order cancellations, but if for any reason we are unable to do so, you may return the product. See our Return Policy for more details. You may cancel your order at any time prior to receiving our order confirmation. However, once an order has been confirmed, it is immediately processed for shipping. Therefore, no orders can be canceled after receiving our electronic Order Confirmation email. Restocking Fee: • All electronic components have a 20% restocking charge if it has not been removed from the package and installed. • Jasper Holdings has the right to inspect any product on a case-by-case basis if that product does not meet the standard return policy criteria and will subject for review.	*
48	Describe any service contract options for the items included in your proposal.	Not applicable	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	No additional leasing or financing options are available from Jasper Holdings.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Proposed order process: 1) Sourcewell participating entity contacts Jasper Holdings via phone, e-mail, or online link to exclusive landing page 2) Sourcewell participating entity identifies as Sourcewell entity and established account with Jasper Holdings 3) Jasper Holdings Inside Sales Representative works directly with Sourcewell entity to identify product needed 4) Jasper Holdings Inside Sales Representative provides Sourcewell entity with pricing, availability, and other key information requested 5) If the account is already set up, Jasper Holdings will offer the customers payment terms or provide other options for payment. Jasper Holdings does not utilize a dealer network; all sales are transacted within the Jasper Holding's corporate structure. Every Sourcewell entity that is interested in purchasing automotive parts and supplies from Jasper Holdings will need to disclose their Sourcewell affiliation PRIOR to ordering the first order. From that point on, the Sourcewell participating entity will be listed as a program participant with the account labelled with the Jasper Holdings control number assigned to Sourcewell. Sourcewell will receive a quarterly report from Jasper Holdings that will disclose: Overall Sales, Program Participation and, Sourcewell participation fee. All reports are generated and audited internally. All sales will be reported quarterly to Sourcewell.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Jasper Holdings does accept the P-Card payment process. No additional fees would apply for the use of a P-Card by the Sourcewell partnering entity.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Jasper Holdings' pricing model provides for a percentage discount range off MSRP.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Jasper Holdings' pricing model provides for a percentage discount range off MSRP by product category. Jasper Holdings reserves the right, in its sole discretion, to determine the appropriate category for a particular product. The following are the product categories and the percentage discount range off MSRP in each category. Sourcewell Contracted Discount Pricing off MSRP: Air conditioning, heating, cooling, and climate control: 15-20% off MSRP Alternators, starters, batteries, electrical, and ignition systems: 15-20% off MSRP Bearings - ball and roller: 15-20% off MSRP	

Belts, hoses, gaskets, and seals: 15-20% off MSRP

Brakes Assembly and related components: 15-20% off MSRP

Bumpers, body, cab, and chassis parts: 15-20% off MSRP

Emission and exhaust: 15-20% off MSRP

Engine and drive train: 4-20% off MSRP

Filters - oil, fuel, air, and transmission: 15-20% off MSRP

Oils and lubricants - regular and synthetic: 15-20% off MSRP

Pumps - fuel and water: 15-20% off MSRP

Safety and security systems: 15-20% off MSRP

Interior and exterior parts and accessories: 15-20% off MSRP

Lamps, lighting, mirrors, and wiring: 15-20% off MSRP

Pumps - fuel and water: 15-20% off MSRP

Suspension, shocks, struts, and steering: 15-20% off MSRP

Wipers and washers: 15-20% off MSRP

Heating and cooling (engine): 15-20% off MSRP *

Vehicle paint and primer: N/A

Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.: 15-20% off MSRP

Sub-Category Breakout:

Filters-Oil, fuel, air, and transmission: 15-20% off MSRP

Alternators, starters, batteries, electrical, and ignition systems: 15-20% off MSRP

Engine and drive train: 4-20% off MSRP

Gas Engine = 15-20% off MSRP

Diesel Engine = 10-13% off MSRP

Industrial Engine 10-13% off MSRP

Marine Engine = 15-20% off MSRP

Transmission (Light Duty) = 15-20% off MSRP

Transmission (Medium Duty) = 4-15% off MSRP

Transmission (Heavy Duty) = 4% off MSRP

Transfer Case = 15-20% off MSRP

Differential (Medium Duty) = 15-20% off MSRP

Differential (Heavy Duty) = 4% off MSRP

Gear Boxes = 4% off MSRP

Diesel Fuel and Air Components = 15% off MSRP

55	Describe any quantity or volume discounts or rebate programs that you offer.	Jasper Holdings proposes an additional 2% discount off MSRP for Sourcewell participating entities that make at least $50,000 in total qualifying purchases during the contract year and have demonstrated growth of at least 10% over the immediately prior contract year. A Sourcewell participating entity with no prior purchase history with Jasper Holdings will be offered the additional 2% volume discount upon achievement of at least $50,000 in total qualifying purchases during the applicable contract year. Additional volume discounts are also available if Sourcewell participating entities reach higher sales volumes. Jasper Holdings will provide an additional 2% off MSRP (total of 4%) for participating entities that reach $75,000 in total qualifying purchases during the contract year. Jasper Holdings will provide an additional 2% (total of 6%) discount off MSRP for participating entities that reach $100,000 in total qualifying purchases during the contract year. It is important to note that the total dollars of all products purchased will be counted toward the overall total purchase in dollars calculation. The discount will only be available on eligible products which will not include fuel and air components and heavy-duty drive train components. Additional opportunities could be provided on a case-by-case basis with participating entities utilizing this agreement and purchasing more than $200,000 in qualifying purchases during the contract year. At the end of each calendar year, the entity purchases will be evaluated and if the 6% discount was achieved, the entity will be provided a 4% discount immediately and progress from that point rather than transitioning back to the starting point to earn the volume each year.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Jasper Holdings will supply a quote for each request for open market or nonstandard options.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Jasper Holdings owns and manages its own fleet of delivery vehicles and does not charge for freight if products are delivered via Jasper Holdings Logistics vehicles. There are no freight charges if delivered on a JASPER owned truck in the 48 contiguous states. This would include both the delivery of the product and core pick up also. The product delivery date will be provided during the initial inquiry/purchase. If an expedited shipping option is available to and requested by the Sourcewell participating entity, the additional cost for expedited shipping will be shared with the Sourcewell participating entity and charged as an additional cost to the participating entity.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Jasper Holdings owns and manages its own fleet of delivery vehicles and does not charge for freight if products are delivered via Jasper Holdings Logistics vehicles. There are no freight charges if delivered on a JASPER owned truck in the 48 contiguous states. This would include both the delivery of the product and core pick up also. The product delivery date will be provided during the initial inquiry/purchase. If an expedited shipping option is available to and requested by the Sourcewell participating entity, the additional cost for expedited shipping will be shared with the Sourcewell participating entity and charged as an additional cost to the participating entity.	*

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Jasper Holdings currently supports customers in Alaska, Hawaii, Canada, and additional offshore location such as Puerto Rico. On the initial inquiry, the Sourcewell participating entity will be asked for the ship to location of the purchased product. Freight, shipping, and/or customs quotes will be identified and prepared by Jasper Holdings and the additional costs will be shared with the Sourcewell participating entity.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Jasper Holdings owns and manages its own fleet of delivery vehicles to better control the entire process from product production, product delivery, and core pickup.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Based upon the volume opportunity, the incentives for Sourcewell participating entities and to Sourcewell direct are better than typical offers.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All of Jasper Holding's entities (Jasper Engines and Transmissions, Weller Truck Parts, Jasper Innovative Solutions and Diesel USA) operating system can be set up to capture specific sales/information from customers purchasing as Sourcewell entities. When an entity initiates contact and identifies themselves as a Sourcewell partnering entity, our representative will open the customer's account and ensure all pricing and account details are confirmed prior to providing price, availability, or processing and order. This is done via the use of a control # and this control # allows Jasper Holdings to identify and report on the specific unit/dollar sales as well as factor the administrative fee by invoice.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Jasper Holdings will provide Sourcewell with a 1.5% administrative fee on all qualifying product purchases pursuant to an awarded contract. Qualifying purchases are those purchases made directly by a Sourcewell partnering entity from Jasper Holdings. Jasper Holdings will calculate the administrative fee on a quarterly basis and provide payment to Sourcewell within 45 days from the end of the quarter.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Jasper Holdings detailed description of equipment, products, and service that are offered in our proposal are as follows: Jasper Holdings-Jasper Engines & Transmissions: Jasper has been remanufacturing quality products since 1942 and today Jasper is the nation's largest remanufacturer of gas and diesel engines, transmissions, differentials, rear axle assemblies, air and fuel components, marine engines, sterndrives, performance engines, and electric motors. Jasper Engines also manages a certified Fleet Installer Program which involves 2500 Independent Repair Shops across the United States. The Fleet Installer Program offers reduced labor rates, expedited warranty assistance, and technical assistance. Jasper Holdings-Jasper Innovative Solutions: Jasper Innovative Solutions (JIS) is a leading supplier of auto parts and components for fleet vehicles. JIS offers both premium aftermarket and OEM replacement parts and well as heavy duty alternatives designed in-house. JIS sources and produces parts that are no longer available from OEM suppliers. Jasper Holdings-Weller Truck Parts: Weller offers Heavy Duty Driveline components for on & off-Highway equipment. Weller's product line consists of; all makes of manual transmissions, automated manual transmissions, automatic transmissions, differentials, steering gears, and electronic TCU's & ECM's along with shift pads for Eaton and Allison transmissions for Class 6-8 trucks. Jasper Holdings-Diesel USA: Diesel USA Group has a wide variety of engine components for gas and diesel applications including… • Automotive thru Heavy-Duty starters, alternators, CNG plugs and coils. • Automotive thru Heavy-Duty turbochargers. • Automotive thru Heavy-Duty injectors & pumps. • Racor filtration and Stanadyne additive for diesel applications. • Diesel Particulate Filters & Diesel Oxidizing Catalyst along with the sensors & diesel exhaust dosing and modules • Automotive thru Heavy-Duty EGR Coolers & EGR Valves	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes Assembly and related components • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train Gas Engine Diesel Engine Industrial Engine Marine Engine Transmission (Light Duty) Transmission (Medium Duty) Transmission (Heavy Duty) Transfer Case Differential (Medium Duty) Differential (Heavy Duty) Gear Boxes Diesel Fuel and Air Components • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Air conditioning, heating, cooling, and climate control	(•) Yes ( ) No	Jasper Innovative Solutions	
67	Alternators, starters, batteries, electrical, and ignition systems	(•) Yes ( ) No	Jasper Innovative Solutions / Diesel USA	
68	Bearings - ball and roller	(•) Yes ( ) No	Jasper Innovative Solutions	
69	Belts, hoses, gaskets, and seals	(•) Yes ( ) No	Jasper Innovative Solutions	
70	Brakes	(•) Yes ( ) No	Jasper Innovative Solutions	
71	Bumpers, body, cab, and chassis parts	(•) Yes ( ) No	Jasper Innovative Solutions	
72	Emission and exhaust	(•) Yes ( ) No	Jasper Innovative Solutions / Diesel USA	
73	Engine and drive train	(•) Yes ( ) No	Jasper Engines & Transmissions / Weller / Diesel USA	
74	Filters - oil, fuel, air, and transmission	(•) Yes ( ) No	Jasper Innovative Solutions / Diesel USA	
75	Oils and lubricants - regular and synthetic	(•) Yes ( ) No	Jasper Innovative Solutions	
76	Pumps - fuel and water	(•) Yes ( ) No	Jasper Innovative Solutions / Diesel USA	
77	Safety and security systems	(•) Yes ( ) No	Jasper Innovative Solutions	
78	Interior and exterior parts and accessories	(•) Yes ( ) No	Jasper Innovative Solutions	
79	Lamps, lighting, mirrors, and wiring	(•) Yes ( ) No	Jasper Innovative Solutions	
80	Pumps - fuel and water	(•) Yes ( ) No	Jasper Innovative Solutions / Diesel USA	
81	Suspension, shocks, struts, and steering	(•) Yes ( ) No	Jasper Innovative Solutions	
82	Wipers and washers	(•) Yes ( ) No	Jasper Innovative Solutions	
83	Heating and cooling (engine)	(•) Yes ( ) No	Jasper Innovative Solutions	
84	Vehicle paint and primer	( ) Yes (•) No		
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	(•) Yes ( ) No	Jasper Innovative Solutions	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded, Jasper Holdings will be able to provide internal metrics such as: overall sales to Sourcewell participating entities, individual Sourcewell participating entity sales reports, sales to warranty comparison reviews, sales per type of unit, total number of Sourcewell entities contacted/purchasing and breadth of products purchased, etc.	*
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	Jasper Holdings uses Aces and Pies files via Optical Aftermarket parts data for proprietary automotive parts and supplies inventory search for our customers. Additionally, each Jasper Holdings entity (Jasper Engines & Transmissions, Weller Truck Parts, Jasper Innovative Solutions and Diesel USA) utilizes individual client portals to receive updated notifications on parts ordering and deliveries, product and training videos, inventory access, invoicing, core pick up instructions, etc. all free of charge.	*
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Jasper Holdings can provide detailed reports which would include information such as purchases from Sourcewell participating entities, warranty processes, fill rates, etc.	*
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	Jasper Holdings uses Aces and Pies files via Optical Aftermarket parts data for proprietary automotive parts and supplies inventory search for our customers. Additionally, each Jasper Holdings, Inc. entity (Jasper Engines & Transmissions, Weller Truck Parts, Jasper Innovative Solutions and Diesel USA) utilizes individual client portals to receive updated notifications on parts ordering and deliveries, product and training videos, inventory access, invoicing, core pick up instructions, etc. all free of charge.	*
90	Identify the vehicle makes for which your offered parts are used.	Jasper Holdings overall portfolio provides products for over 1,000 vehicle makes and models import and domestic, automotive/light-duty/medium-duty and commercial Class 2-8, on-road and off-road, locomotive, and marine. Examples include: Ford, Chevrolet, General Motors, Subaru, Toyota, Mercedes, BMW, International, Hino, Isuzu, Caterpillar, Dodge, etc. Weller products fit all OEM model On-Highway truck in the Class 6-8 category. As far as the Off-Highway applications, there are numerous OEM applications that Weller products are available. Wherever Allison, Eaton, ZF, Spicer, TRW, Sheppard, Saginaw, Vicker, LUK, Borg Warner, Mack, Isuzu, New Process, IHC, Meritor, Rockwell, Twin Disc, Clark, Funk, Alliance, Volvo, Dana products are used by the OEM, Weller products can be used.	*
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Gasoline-Domestic, Import, Marine, Airport Ground Support, Commercial Class 2-8 Diesel-Domestic, Import, On-Road, Off Road, Airport Ground Support, Commercial Class 2-8 CNG-Automotive and Industrial Propane- Automotive and Industrial Hybrid-Automotive Electric motors	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 92. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - JASPER-FINANCIALS.zip - Wednesday March 24, 2021 21:24:14
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Pricing - JASPER - PRICING EXAMPLES.pdf - Thursday March 25, 2021 06:33:17
- Upload Additional Document - JASPER-UPDATES & SUSTAINABILITY-CITIZENSHIP GOALS.zip - Wednesday March 24, 2021 21:26:29

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ashley Brush, Procurement Agent, Jasper Holdings, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	☑	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	☑	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	☑	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	☑	2

DocuSign Envelope ID: C14A0AB5-DA3F-4572-8F53-5AEF12076CDA

Sourcewell

Solicitation Number: RFP #032521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Imperial Supplies LLC, P.O. Box 11008, Green Bay, WI 54307-1008 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DocuSign Envelope ID: C14A0AB5-DA3F-4572-8F53-5AEF12076CDA

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity. Vendor's standard warranty terms can be found at www.imperialsupplies.com ("Standard Warranty Terms"). Should Vendor's Standard Warranty Terms conflict with the terms of this Section 2. B., Vendor's Standard Warranty Terms will control.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Intentionally omitted.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition including separate invoiced freight charges as applicable and as further defined in Vendor's Standard Freight Terms below. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location. Vendor reserves the right to accept or reject any order received from a Participating Entity.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. Vendor's Standard Freight Terms. Standard freight is paid by Vendor on all orders over $100, unless otherwise stated, to Participating Entity's single place of operation anywhere in the contiguous United States, using carrier of Vendor's choice. Other terms and conditions may apply for other than standard ground delivery ("Other Freight Services"), including without limitation, expedited, same day delivery, air freight, freight collect,

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sourced orders, export orders, hazardous materials, Participating Entity's carrier, shipments outside the contiguous U.S., or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by Participating Entity. Title and risk of loss pass to Participating Entity upon tender of shipment to the carrier.

All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time and in accordance with Vendor's Standard Warranty Terms, and if applicable, at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace or repair nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity, or refund the amount paid by the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product

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Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

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6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, that has not shipped, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information that can be shared or discussed within the confines of any confidentiality clause to which Vendor is subject.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

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B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and

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promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Each party must return all marketing and promotional materials, including signage, provided by the other, or dispose of it according to the other party's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result

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of such failure to proceed will be borne by the Vendor. In all scenarios where this clause is applicable, Vendor's liability for additional costs incurred is limited to the cost of the product or service giving rise to such liability.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:

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$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

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government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds. The Participating Entity must provide advance notice to Vendor if a purchase will subject Vendor to compliance with the following provisions so that Vendor can assess its ability to comply.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor

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regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

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certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Vendor's ability to comply with the Buy American Act will be assessed on a case-by-case basis at the point of sale.

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K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

*** Signature Page Follows ***

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Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/13/2021 | 8:55 PM CDT

Imperial Supplies LLC

DocuSigned by:
By: Jason Bergstrom
2A22DD03134649B...

Jason Bergstrom
Title: Director New Business Development

Date: 5/25/2021 | 7:37 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 5/25/2021 | 7:41 AM CDT

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	Imperial Supplies Holdings Inc
Does your company conduct business under any other name? If yes, please state:	Imperial Supplies LLC
Address:	300 N Madison Street Green Bay, WI 54301-5106
Contact:	Jason Bergstrom
Email:	government@imperialsupplies.com
Phone:	800-558-2808
HST#:	26-1180785

Submission Details

Created On:	Thursday February 18, 2021 10:16:47
Submitted On:	Thursday March 25, 2021 13:01:10
Submitted By:	Jason Bergstrom
Email:	government@imperialsupplies.com
Transaction #:	c0ac08a4-9ed7-459f-bff8-d9339dceca8e
Submitter's IP Address:	167.115.150.91

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Imperial Supplies LLC 023247661	*
2	Proposer Address:	Imperial Supplies P.O. Box 11008 Green Bay, WI, 54307-1008	*
3	Proposer website address:	https://www.imperialsupplies.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Bergstrom Director New Business Development jbergstrom@imperialsupplies.com 920-490-6725	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Bergstrom Director New Business Development P.O. Box 11008 Green Bay, WI, 54307-1008 jbergstrom@imperialsupplies.com 920-490-6725	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Imperial Supplies was established in 1958 and today distributes 1.7M MRO (Maintenance Repair Operation) product to 27,000+ Auto/Fleet customers who maintain 41,000+ locations. We provide the critical small parts that connect OEM and aftermarket parts to fleet vehicles. Imperial Supplies is a Customer Managed Inventory model that offers program savings leveraging data, technology, and control. Once fully implemented we offer "Half the Spend, Half the Inventory in Half the Time" vs our route model competitors (Napa, Fastenal, Lawson). Imperial simply passes the program savings to our customers. Imperial has built its reputation by offering customers highly efficient methods to order and monitor purchases. Our customers include the top nine common carriers and the top four leasing companies in the United States. We currently have more National Account Programs in the fleet industry than all of our competition combined. Our philosophy has been based on the partnership concept. We have formed relationships with our customers by tailoring our services to meet their changing needs. We have designed a system to reduce costs through efficient ordering means and stringent controls. This approach has made us the industry leader in pioneering new technology. • First national parts distributor to use barcode technology to automate order entry. • First to provide detailed, custom reporting. • EDI capabilities further enhance our customer interface system. • Custom corporate programs for customers' changing needs. • Fully Integrated Chemical Program • Product Recommendation and Standardization Programs. • Inventory Reduction Program The following customers have 30+ year partnerships with Imperial Supplies... UPS, WalMart, Schneider, JB Hunt, FedEx, Penske, Ryder, Pepsi and Waste Management. Today all of these accounts are in our top twenty in spend.	*
8	What are your company's expectations in the event of an award?	Our expectation will be that our sellers delivery top customer service along with double digit cost savings to Sourcewell members in order to grow our partnerships. Once awarded we will internally organize our sellers with a training program on Sourcewell. In that training we will educate on who Sourcewell is, how they service government entities, what our Imperial Program offer is for those entities, and last how we engage with Sourcewell members. All of this information will be stored in an internal playbook and our CM system will make sure to keep those customers grouped together for tracking.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Imperial Supplies is a part of the Grainger family of companies since 2009. Attached is a Grainger Fact Book from 2020 that includes financial information. It is attached as file "Grainger_FB20" Here is a breakdown of revenue (Grainger/Imperial); Grainger $10.4 B and Imperial Supplies $174.5 M in 2017 Grainger $11.2 B and Imperial Supplies $203.9 M in 2018 Grainger $11.4 B and Imperial Supplies $233.2 M in 2019 Grainger $11.8 B and Imperial Supplies $242.6 M in 2020 In 2021 Imperial is on pace for $273M in revenue	*
10	What is your US market share for the solutions that you are proposing?	Imperial Supplies market share within the Auto/Fleet markets is 18%. Imperial has had an 10.86% growth CAGR since 1986. Currently our two fastest growing markets are in automotive and government fleet garages (state, city, county).	*
11	What is your Canadian market share for the solutions that you are proposing?	While Imperial Supplies does service some of our National Accounts in Canada this Market is not in scope for this bid. As we continue to grow Imperial has plans to offer full program within the next 3-5 years in the Canadian Market. Until then Imperial would entertain Canadian customers on a case by case basis.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Imperial is a national distributor of fleet maintenance products and inventory management programs. We own and operate 22 DCs across the US. It is our mission to provide you with an efficient and effective system to order and stock fleet-specific maintenance parts. Imperial is committed to providing the most technologically advanced procurement applications for fleet maintenance parts in the industry.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Imperial's focused and disciplined Quality Assurance Program guarantees that products satisfy SAE, IFI, DOT, OSHA, and UL standards. Imperial performs product quality audits and works with third party testing labs to ensure manufacturing specifications are met. Additionally Imperial offers Lot Traceability with the majority of it's parts.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Imperial Supplies does not have an industry awards, we are not aware of any for our field (small maintenance parts). However we have been awarded supplier of the year from many of our National Accounts including... Penske, UPS, FedEx, WalMart, YRC and many other smaller customers.	*
17	What percentage of your sales are to the governmental sector in the past three years	Imperial Supplies government markets are 2% of overall sales today. We have 400+ active government customers. Until 2021 Imperial was not actively seeking new government customers. This was a directive from our parent company Grainger back in 2010 as government was no longer in scope for targeted new business opportunities. In 2010 Imperial's percentage of government sales were 11%. In January that focus has been changed and Jason Bergstrom (Director of New Business) is responsible for this market. To date we have been awarded 5 government contracts since our re-engagement. Most notably with Dulles International Airport, IN DOT, and Sacramento Municipal Utility Department.	*
18	What percentage of your sales are to the education sector in the past three years	For our Government markets the Education Sector makes up 20% of our revenue and is our second largest sector next to State/County/City Fleet Garages (30%).	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Imperial has held coop purchasing contracts in the past with Buy Board, Bid Sync (now Periscope), WSCA (now NASPO) and multiple regional coops. However these contracts have since expired (per question 17).	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Washington Dulles International Airport	Jonathon Gordon	(703) 572-2871	*
Dorchester School District	Jason Howell	(843) 209-1879	*
City of Saint Francis	Bob Melton	(414) 316-4332	*
More references from the Private sector are available upon request.	More references from the Private sector are available upon request.	More references from the Private sector are available upon request.	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Washington Dulles Airport	Government	Virginia - VA	All small maintenance parts and supplies for past 10 years. Just awarded future 5 year contract.	486 orders 4,119 SKUs	$262,000	*
Indiana DOT	Government	Indiana - IN	All small maintenance parts and supplies. Awarded business in June 2020 in District 6 and now rolling out across all districts.	106 orders 1,709 SKUs	$71,000 since first order in June of 2020.	*
Monroe County	Government	Florida - FL	All small maintenance parts and supplies. Awarded pandemic products in November 2020.	9 orders in pandemic supplies	$36,000 since November 2020	*
New Jersey Transit	Government	New Jersey - NJ	All small maintenance parts and supplies	240 orders 1,632 SKUs	$106,000	*
Walton County	Government	Florida - FL	All small maintenance parts and supplies	66 orders 308 SKUs	$89,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

23	Sales force.	Imperial Supplies employs 228 sellers to service our customers (660+ employees total). All of our employees are FTE and direct with Imperial Supplies. The Marketing plan attachment has many coverage maps of our sales staff and DC map. 188 are Dedicated Account Advisors (DAA) that service each shop location over the phone. This greatly reduces OE which Imperial passes on to the customer. Additionally our DAAs can contact more customers in a day vs a route model. This means we have 10x the customer contact. Every account with Imperial has a DAA assigned. 75% of this work force is in Green Bay WI with the remaining working remote across the country. 22 are Regional Sales Managers (RSM). This is our New Business segment and RSMs perform over 220 customer shop reviews with analysis reports to document savings before program roll out. Together the RSM and DAA partner with the Corporate decision maker to install our core program in the field. RSMs will service the account for 2 years at which point the fall off the account and a National Account Manager then manages the partnership. The DAA remains constant through this transition. All of these employees are located remote across the country, central to their territory. 18 are National Account Managers. This group manages the long term partnership. They are charged with providing continued value with standardization across 40+ product groups, leverage private label brands, continued inventory compression and SKU reduction. Half of this sales force in in Green Bay WI and the remaining are remote across the US. Supporting our 228 sellers (and customers) are 17 Customer Service Representative, 4 Sales Operation Support, 5 Product Technicians, and 7 Product Managers. All of these employees are in Green Bay WI.	*
24	Dealer network or other distribution methods.	Imperial has developed a National distribution network based on five regional distribution centers. Each center is capable of supplying its US quadrant with all key items within our catalog offering. Based on regional monthly demand we guarantee a 98% fill rate in the Continental US using our five geographic regional network. Our streamlined capabilities allow us to ship over 35,000 parts to 27,000+ fleet customer locations with 41,000+ locations. Orders shipped from Imperial have less than 1% chance error, every order placed before 3:00pm CST will be shipped the same day and all other orders within 24 hours, and our unmatched error-free shipping eliminates excess inventory at shop locations. DCs are in, Janesville WI Scranton PA Charlotte NC Reno NV Dallas TX	*
25	Service force.	Imperial Supplies has 44 Field Service agents across the US that conduct over 6,500 site visits to set up new business locations or maintain existing customers. This team works in tandem with sales to keep the corporate program reflected at the shop level. Duties performed are labeling product with bar codes, organizing per customer direction, assigning location codes for quick order put away, reducing stock for credit, eliminating "D" movers for credit and product standardization per corporate direction. This is a value added program that is no charge to our customers. These Field Service Agents are remote across the US to keep tight coverage over all regions.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Imperial Supplies has 17 Customer Service Representatives (CSR) supporting our sales teams and customers. Each CSR has between 10-14 sales representatives on their team. On average per CSR they have a response time of 17 minutes to missed calls, handle over 100 special orders/day, run specialty spend reports, and manage all returns. For added detail... it is our Dedicated Account Advisors that have metrics for customer service (incentives). Each metrics in number of calls, phone minutes, and new ship to locations for each month. These metrics are critical to maintaining excellent customer service and our Managers track these metrics daily. At Imperial if your metrics are met or exceed then the sales goals will follow while customer satisfaction remains high.	*

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Imperial Supplies is a National distributor and services all 50 states. There are no restrictions to our program offering in the US. Our DC network is set up to reach 93% of our customer base in 1-2 day lead times. We have 5 DCs servicing the US, 3 of those are new in the last 5 years (replaced outdated, smaller DCs). We have future plans for a 6th DC in the Pacific Northwest. Add in Graingers 14 DCs and Imperial offers 1.7M MRO products with the quickest and most accurate pick, pack, and ship metrics.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Imperial Supplies is not including Canada as part of our Sourcewell offer at this time. We do supply products to 9 National Accounts in Canada today. We have future plans for a DC in Canada to expand our services and will be sure to keep Sourcewell updated on those efforts.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Per questions 28 Canada is not in scope for our offer to Sourcewell. Otherwise there are no areas we do not fully service in US.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Grainger owns Imperial Supplies, as a result there may be some Federal Government entities that they already service and would continue to service. Imperial Supplies was purchased by Grainger back in October of 2009, about a year later Grainger leadership made the decision that Imperial would no longer focus in Government Markets. As a result we serviced any existing Government customers over the last 10 years but we did not actively seek any new business in Government Markets. Leadership discussions between Grainger and Imperial have reversed that decision in August of 2020. Since then Imperial has a business strategy written to grow our Government Market services and value. Government Markets are currently our fastest growing segment since August of 2020 with 40% growth and 89 new ship to locations.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Not Applicable.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see the attached pdf deck that will review our company and marketing strategy. Attachment labeled "Imperial Supplies introduction to Sourcewell - Business Model" Jason Bergstrom would like to walk you through a business case demonstrating Imperial Supplies forensic analysis of typical overstock and overspend found with Vendor Managed Programs. We don't have a place to attach an example but Jason would be happy to demo an example for you. To summarize... Imperial Supplies brings control and visibility to a below radar spend with an added value program that cuts your spend, inventory, and time investment by 50%. We will market to Sourcewell member the same way we do in the private sector. Uncover opportunities to reduce cost through forensic analysis of spend. Build a business case for customer approval demonstrating how Imperial will partner to drive savings. This is a no risk, no cost process. After customer approval we begin the program conversion and roll out site by site. Our Field Service team will install the program at each shop. From there Imperials sellers work side by side with our customers with the goal to become a key partner that drives unwanted cost our of their organization.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At Imperial Supplies we have a dedicated team across our Marketing and HR departments for Social Media platforms like Facebook and LinkedIn where we are most active. We drive education for our fleet customers, shout out employees, and recognize customer milestones to drive awareness to our program capabilities. Additionally our growth trajectory requires us to grow our employee base by 250 associates over the next 5 years. Social Media also allows us to recruit to support that future growth.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Jason Bergstrom leads the Government Markets for Imperial Supplies. Through Jason Imperial Supplies would like to have 2 meetings a year to review our work in the field while bringing opportunities of cost savings to Sourcewell membership partners. Our small maintenance parts are often below radar (expensed) and our program is customer built to bring visibility and control in an area of spend that is often hidden. Based on a Sourcewell vendor review there our no other vendors that offer our program capabilities in these product categories. This would mean new revenue opportunities for Sourcewell and added value and cost savings to the membership. The current government market continues to be stressed with short funds. Our program will bring savings in areas where below radar spend is driving up costs. During these visits Imperial would bring spend data supporting our cost saving efforts (per our contracted agreement metrics) to outline success and target future value and benefits to the Sourcewell membership.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	All products are available in an e-procurement platform. Imperial has extensive experience integrating with the following system platforms: Ariba, Oracle, CDK, TMT, Aero exchange, People Soft, Coupa, EDI, and many proprietary systems. We have done Punch Out and Hosted Catalogs in each of these platforms. Imperial will make all reasonable efforts to adhere to Sourcewell's requests regarding the creation of an e-procurement ordering process. We also have experience uploading spreadsheets from other systems into an order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Imperial has a team of Product Technicians and Product Managers that are involved with customer training on a daily basis. Often times these team members are pulled into customer calls to train or bring education to a product. These team members may also travel for educational, training, and consulting purposes. These are free however some of these training sessions in person may come with a charge. For example we administer Fastener, Brass and Electrical Training to support customer technicians to qualifying customers. The costs associated with this are to cover travel expenses. Additionally Imperial provides technical publications via CD, hard copy and online at no cost. Imperial's home page currently features approved product application manuals for Brass, Electrical and Fastener training. Additional topics can be added per corporate request. Product training is customized to meet the individual needs of each and every customer. Available formats include: On-Site Training, Video Training, Video Conferencing, Web Conferencing, and Product Specific Handbooks.	*

37	Describe any technological advances that your proposed products or services offer.	Imperial continues to operate utilizing the Partnership Concept. Technological advancements are implemented based on customer request and Imperial works to continually address specific customer needs in multiple markets, then implement new technology to meet customer needs. Technology sets Imperial apart from other parts distributors. Imperial is dedicated to coupling innovation and technology to help fleet companies reduce expenses and increase profits. Imperial's technological advancements include: Barcode Labels for Imperial and Non-Imperial Product, Purchasing Platform Interfaces, Electronic Data Interchange, Electronic Funds Transfer, Electronic Price Files, Order Data Transfer, Electronic Order Reconciliation, Bar-Coded Packing Slips, Aftermarket Order Program, Customer Bin Location Barcode Labels, Custom & Automated Bin Location Modifier, Colored Inventory Barcodes, Colored Barcodes for Ordering Efficiency, Barcode Label Re-Order Points, GL Code Identification, Split GL Code Invoicing, Priced & Dated Product Labels, Customer Part Numbers on Barcode Labels, Automatic Order Confirmation, Invoice Lot Tracking, Peel-Off Barcode Labels, P-Card Level III Capabilities, Web Push Program, ScanTel Scanner Program, and creation of a Dedicated Customer Web Link.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Imperial Supplies customers have increasingly requested environmentally preferable products and over the years we have significantly expanded our product portfolio to fulfill customer needs. Through this portfolio, we’re able to help customers maintain sustainable facilities thru efficient energy management (LED lighting), water conservation (flow control), waste reduction (bulk chemicals) and improved indoor air quality (filtration). We will continue to support customer green initiatives by seeking solution based products that fit our changing customer needs.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Imperial continues to drive more and more vendor purchases from WMBE, SBE, and Veteran owned businesses. We have a goal to grow these vendors by 50%. Today about 6% of our vendors fall into this mix.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Imperial Supplies prides itself on its people and our business model. Both are unique in the truck, auto, and bus industry. At Imperial the customer is King. In 1958 our founder Don Long, a small parts route salesman, realized he could service more customers at a better value by leveraging technology (phone sales at that time). By removing the route salesman you remove a large expense. But even more important you remove outside influence to the product needs and inventory levels that do not benefit the customer. That day Don changed the game and Imperial Supplies was born. We've been growing ever since and today we are the #1 supplier of small maintenance parts in the US Fleets. We ask curious questions and look to solve customer challenges with product and technology based solutions. Our first National Account (FedEx) in the late 70's was a perfect example. They needed a centralized program for small parts so we introduced new technology (Scan Tel Bar Codes) to control ordering, bring visibility, and speed deliveries. This solution led to our first National roll out and we've continued this mindset into GL coding, Lot tracing, UNSPSC codes, VMRS codes, custom re-orders... this list goes on. Recently we are integrating with large automotive software companies to support Job Costing for Service King and other customers. Our people make up our culture and they are just as important as our business model. We preach speed and urgency to our customers needs. Maybe it's the Midwest mindset, but really its our program, model, and training that is the structure for our great customer service. It's why we've had 30+ year relationships with our top 20 National Accounts. Companies like UPS, WalMart, Schneider, JB Hunt, FedEx, Penske, Ryder, Pepsi and Waste Management.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Imperial stands behind all products sold. Imperial warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of purchase, unless otherwise stated. Imperial's Limited Warranty terms do not apply to sourced products or custom products.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Imperial imposes no unique restrictions. Imperial warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of purchase, unless otherwise stated.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Imperial's product offering rarely requires a technician for repair.Provided that Imperial accepts the product for return during the limited warranty period, Imperial may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by the Participating Entity. Imperial's repair, replacement, or refund of amounts paid by Participating Entity for the product, shall be Participating Entity's sole and exclusive remedy.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, there are no geographic regions of the United States that Imperial is unable to perform warranty repairs for product, if needed. Participating Entity should call (800) 558-2808 for a product warranty claim. Imperial will decide, in its sole discretion, to replace, repair, or refund the product.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Imperial does stand behind our products sold however Imperial is not a manufacturer of product. We are a distributor. Participating Entities should call (800) 558-2808 for support and information on a specific manufacturer's warranty.	*
47	What are your proposed exchange and return programs and policies?	To return a product during the Limited Warranty Period, Participating Entity must call 800-588-2808 for a return authorization number. Each return authorization number is valid for thirty (30) days. There is no restocking fee, except as otherwise noted below, if products are returned within the Limited Warranty Period in saleable condition, with manufacturer's original packaging unblemished and all accessories, manuals and warranties included. Please include a copy of the packing list or invoice with a reason for the return. Late returns and incomplete returns will incur a 15%, or higher, restocking fee. Imperial reserves the right not to accept returns received after the expiration of the Limited Warranty Period. Further details on Imperial's standard warranty are found at www.imperialsupplies.com.	*
48	Describe any service contract options for the items included in your proposal.	Not applicable. Imperial does not provide services where warranty applies. We do offer field service to set up or maintain the program at the customer shop. If for some reason this service is not performed to proper expectation a return visit will remedy. Our field service program is no charge for our customers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Imperial's payment terms are ½% 10 days, Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Imperial offers many ways to receive an order. Online website, mobile application, system integration (i.e. EDI, Ariba, Coupa, etc), email, phone or fax. In each case the process follows the same flow to reduce the acquisition cost of small maintenance parts. Here is an example of a mobile app order. It all starts at the shop level where our field service team has organized and labeled each storage bin with a Scan Tel bar code identifying the part. Typically we have 1500 SKUs labeled on average in a shop. These are sort per customer direction with "A" and "B" movers color coded to be visual in order process. Simply scan the bar codes that need ordering and set your quantity in the app. Question you may have will be answered by a Dedicated Account Advisor assigned to your account. Once the order is submit it may need approval, if that is the case an electronic notification is sent to the approver before Imperial processes that order. All orders received by 3pm CST are processed and shipped same day. Imperial capture each sale and offers hundreds of purchase reports to track and review spend. These reports can be autogenerated monthly or sent on demand. These reports offer granular detail to help Imperial reduce inventory, standardize purchasing, and reduce cost across multiple customer locations. We also offer GL Coding for invoicing. Typically within 2 days we the completed order process life cycle... order, authorize, confirm, ship, receive/reconcile, stock, pay and maintain.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Imperial will transact P-card for Federal government Participating Entities.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Imperial Supplies operates a specific price book for each customer. These price books are customized to each market based on volume and usage from hundreds of market analysis in the field to provide the most competitive offer. Imperial does not contract with our suppliers, instead we value the ability to be nimble and move our volume to different suppliers based on market conditions, COGS. This helps us bring the lowest market cost to our customers for our core product in our 5 DCs. Our Sourcewell offer has 390 featured line items in the attachment "Exhibit A". These are the "A" movers for the auto, truck, and bus markets in our offering and we've applied aggressive pricing inline with the scale and leverage of Sourcewell. All of our product offering is open in our Sourcewell members. For products that are drop shipped to our customers through the Grainger DC network we us Grainger's web price as our offer. Additionally we apply 21 category discounts off of Contract Reference Pricing to further drive value to Sourcewell members. This offering and pricing is seamless once logged into our website experience. We can provide Sourcewell with login credentials to view all pricing, all we need is an email address and Jason Bergstrom can set up that account for you. Online we have over 350,000 SKUs listed and organized by 3,000+ web sub categories. If there is a Grainger item a customer needs that is not yet on our website our Dedicated Account Advisor can take that order (same day) and within one hour the part number is assigned and added to the order (again same day). Within 24 hours that "new" item is added to our website offering online for viewing. On a whole Sourcewell has by far the most aggressive pricing program structure for all our Government Markets.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Imperial Supplies operates a specific price book for each customer. These price books are customized to each market based on volume and usage from hundreds of market analysis in the field to provide the most competitive offer. Imperial does not contract with our suppliers, instead we value the ability to be nimble and move our volume to different suppliers based on market conditions, COGS. This helps us bring the lowest market cost to our customers for our core product in our 5 DCs. Our Sourcewell offer has 390 featured line items in the attachment "Exhibit A". These are the "A" movers for the auto, truck, and bus markets in our offering and we've apply aggressive pricing inline with the scale and leverage of Sourcewell. For the category discounts offered on 21 segments of products our Contract Reference Price discounts range from 6% to 30%. Imperial Supplies understands that Sourcewell requires the pricing to be simple and through our online experience with the member it is. Jason Bergstrom can supply answers to pricing questions you may have.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Imperial Supplies is willing to review pricing and volume discounts for adjustments to be made based future volumes as we build our relationship. Typically any adjustments would be made annually. But we would discuss relevant changes at any time during our agreement and follow proper written procedures of notification.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Imperial Supplies does have a sourcing program for items outside of our product offering. These events are performed on a case by case basis and price quotes are good for 30 days.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Imperial Supplies does not have any additional acquisition costs for product in our 5 DC network. Some sourced our bulk items (chemicals) may require an additional charge which would be discussed and agreed upon with Imperial and the customer before the order was processed.	*

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Imperial is offering a $100 order minimum for free freight. Our average order size per customer is $326/order (with 14 line items). Order discipline is easy to manage and allows Imperial to keep the proper order density to minimize freight impacts. Typically customers will order once or twice a month. We've lowered our standard minimums from $400 to $100 to help drive early program adoption for Sourcewell members. Keeping our $100 minimum helps us drive aggressive pricing in the market.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our standard $100 freight rate applies in Alaska and Hawaii but not Canada as it is out of scope for this Sourcewell offer. We may have longer lead times for Alaska and Hawaii and work with those customers to educate on order cycles.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Typically 93% of our products ship by Parcel. Some larger items may ship LTL. Otherwise there are few unique deliveries and those are typically through sourced orders.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Following execution of a contract with Sourcewell, an internal “summary” document is completed by a member of Imperial’s Contract and Compliance Team. This summary ensures all necessary departments with a “need to know” are aware of any actions pursuant to the terms of the contract, such as pricing for applicable Participating Entities, reporting, and notice of Admin Fee to be paid each quarter.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	The following verbiage is proposed to be detailed in our contract, if awarded: “Vendor will offer Sourcewell 2% Admin Fee program in accordance with the Term outlined herein (“Admin Fee”). Based on the terms provided herein, Admin Fee will be calculated based on Participating Entities’ (designated as Parent 8EW in Vendor’s internal system) total net purchases after discounts, credits, and amounts deemed uncollectible have been applied. Admin Fee will be provided to Sourcewell within 30 days of the conclusion of each quarter as detailed in the “Quarterly Admin Fee Schedule” below. Vendor reserves the right to adjust any aspect of the Admin Fee due to any merger or acquisition that Sourcewell is a party to during the Term of this Agreement. Vendor reserves the right to decline Participating Entities’ total net purchases from contributing to Admin Fee due to, but not limited to, an existing relationship with said Participating Entity(ies). Vendor reserves the right to withhold portions of Admin Fee until any past due amounts due to Vendor from Participating Entity(ies) have been satisfied. Admin Fee may be adjusted annually.”	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Imperial Supplies is offering all of its programs and services to Sourcewell, some examples are list below. Auto-Reorder Auto-Reorder is a convenient way to help you ensure the Imperial products you use most often are on hand when you need them. You first decide the first shipment date and subsequent orders will ship at the frequency you choose. Cabinet Program Our program allows you to own your cabinets, drawers and bins. Simply purchase the cabinetry at current prices and you will receive a discount on all subsequent invoices. Custom Kits Imperial wants to help you develop custom product kits that add value by delivering time and labor savings. Custom Logo Safety Program Imperial's Custom Logo Safety Program gives you the ability to add your company logo to various safety and signage options. Field Service A Field Service Technician will visit your location to clean, organize, and label your cabinets, drawers, and bins with Imperial labels. Each label lists the part number, full description, and box quantity for easy ordering. File Import Quickly upload spreadsheet files into an order. Inventory Balance Program Balance your inventory to your current requirements. Imperial has the solution for your overstocked or obsolete parts. Ship us your excess inventory and we'll credit your future orders. Inventory Reduction Program Our Inventory Balance Program allows you to reduce and streamline your miscellaneous parts and supplies inventories. Overstocked and obsolete product can be returned to us for credit that you can apply towards future purchases. Lot Tracking Imperial Supplies LLC is in complete compliance with the Fastener Quality Act. Not only do we place lot tracking numbers on our packing labels, we go one step further and add lot tracking numbers on our invoices for quick, easy access. Mobile App Access and purchase over 25,000 fleet maintenance products on mobile devices. See detailed product information and complete purchases conveniently while on the go. Order Approval Your time is valuable. Taking care of business on the go is essential. Speed up the time it takes to submit and approve your orders. Use order approval on imperialsupplies.com or download the Imperial App to approve orders anytime, from anywhere! Purchasing Platform EDI provides your company with the ability to exchange business documents with Imperial electronically. Purchasing Reports These reports provide you with information to determine what items and quantities to stock. ScanTel® Purchasing Imperial's ScanTel® is a fully automated purchasing system. This technology allows you to scan barcode labels and place your entire order via telephone, directly to our computer, 24 hours per day, seven days a week. Summary Billing Program Eliminates the need to match invoices, purchase orders, and receiving records for each shipped order. Vehicle Maintenance Reporting Standards VMRS codes on packaging labels have been available since 1999. This industry standard has been led by the TMC (Technology and Maintenance Council), which Imperial is an active member. More information on these programs and services can be found in attachment "Imperial Supplies Services". If you would like further detail on any of these services you may contact Jason Bergstrom 920-857-7844.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of our services are outlined in question 64 or in other questions. That said we are always looking to add new value added services to support our customer base. Job Costing and Vending are two recent additions to services that were customer driven.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Air conditioning, heating, cooling, and climate control	(•) Yes ( ) No	Imperial Supplies carries small maintenance parts associated with this category of product.	
67	Alternators, starters, batteries, electrical, and ignition systems	(•) Yes ( ) No	Imperial Supplies carries small maintenance parts associated with this category of product.	
68	Bearings - ball and roller	(•) Yes ( ) No	Imperial Supplies carries small maintenance parts associated with this category of product.	
69	Belts, hoses, gaskets, and seals	(•) Yes ( ) No	Imperial Supplies carries small maintenance parts associated with this category of product.	
70	Brakes	(•) Yes ( ) No	Imperial Supplies carries small maintenance parts associated with this category of product.	
71	Bumpers, body, cab, and chassis parts	(•) Yes ( ) No	Imperial Supplies carries small maintenance parts associated with this category of product.	
72	Emission and exhaust	(•) Yes ( ) No	Imperial Supplies carries small maintenance parts associated with this category of product.	
73	Engine and drive train	(•) Yes ( ) No	Imperial Supplies carries small maintenance parts associated with this category of product.	
74	Filters - oil, fuel, air, and transmission	(•) Yes ( ) No		
75	Oils and lubricants - regular and synthetic	(•) Yes ( ) No		
76	Pumps - fuel and water	( ) Yes (•) No		
77	Safety and security systems	( ) Yes (•) No		
78	Interior and exterior parts and accessories	(•) Yes ( ) No	Imperial Supplies carries small maintenance parts associated with this category of product.	
79	Lamps, lighting, mirrors, and wiring	(•) Yes ( ) No		
80	Pumps - fuel and water	( ) Yes (•) No		
81	Suspension, shocks, struts, and steering	(•) Yes ( ) No	Imperial Supplies carries small maintenance parts associated with this category of product.	
82	Wipers and washers	(•) Yes ( ) No	Imperial Supplies offers all major brands, additionally we have private label offerings at a large costs savings. WalMart, UPS, Penske and many other customers use our brand exclusively.	
83	Heating and cooling (engine)	( ) Yes (•) No		
84	Vehicle paint and primer	(•) Yes ( ) No	Imperial carries private label paint as well as major brands.	
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	(•) Yes ( ) No	Imperial Supplies specializes in all fleet maintenance equipment supplies and tools. We do not carry Tires or OEM parts however we supply all the small parts that connect them to a vehicle.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If Imperial Supplies is awarded the contract there will be multiple actions to track success on this opportunity. 1) There will be a Sourcewell playbook training conducted to roll out our program with all sellers/managers. 2) During Sales Manger Meetings (held twice a month) Jason Bergstrom will be sharing revenue data, in field call support needs, and funnel tracker (of all Government activity, with Sourcewell itemized). 3) Jason Bergstrom will be making sales calls in the field with our Regional Sales Managers to help drive opportunity. Additionally we will broadcast success stories internally to our sellers. We have a new business goal for our sellers to have 20% of their funnel filled with government opportunities. 4) Jason Bergstrom will be reporting success with Sourcewell as part of our monthly strategic planning. Coop growth is one of 6 main targets to grow our government markets, and one of our more critical targets to accelerate growth.	*
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	Not Applicable.	*
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Imperial Supplies has thousands of customer reporting capabilities driven from our CM system. We track everything internally, this is how we support visibility to customers in this hidden/expensed spend category. We have an existing report (CU377 in our system) that captures all of Sourcewell metric needs outlined in the bid. We can also customize future reporting needs you may have if existing reports do not fit future metric requirements. Much of this reporting is also available online to our customers once logged into their account which allows for on demand data for account holders.	*
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	All of Imperial Supplies online tools are available at no charge. All our are products are available in any ordering channel. Additionally the mobile application is a free download with no fees for use. Last, our hand held scanners are fee of charge for use (we do ask the be returned and we pay return shipping). Between these three tools 65% of our customer orders flow through these channels. EDI or other electronic integrations are 23% of order channels. The remaining come from phone, email or fax.	*
90	Identify the vehicle makes for which your offered parts are used.	Our product offering covers all makes of vehicles within Truck, Auto, and Bus. This offering also covers all fuels (gas, diesel, CNG, etc). We continue to add specific part needs for electric vehicles as we have National accounts with Tesla, Rivian, and others.	*
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Our product offering covers all makes of vehicles within Truck, Auto, and Bus. This offering also covers all fuels (gas, diesel, CNG, etc). We continue to add specific part needs for electric vehicles as we have National accounts with Tesla, Rivian, and others.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Grainger_FB20.pdf - Thursday March 25, 2021 09:19:53
- Marketing Plan/Samples - Imperial Supplies Introduction to Sourcewell - Business Model pdf.pdf - Thursday March 25, 2021 12:16:58
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Pricing - Exhibit A (Product Pricing).xls - Wednesday March 24, 2021 10:02:40
- Upload Additional Document - Table 16 - Additional Clarification.pdf - Wednesday March 24, 2021 10:02:25

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Bergstrom, Director New Business Development, Imperial Supplies LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	☑	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	☑	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	☑	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	☑	2

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Solicitation Number: RFP #032521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and IEH Auto Parts LLC dba Auto Plus Auto Parts, 901 N. Lenola Road, Moorestown, NJ 08057 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor will pass-through all manufacturer warranties to the Participating Entity. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities,

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pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

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In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

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11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

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b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/13/2021 | 9:00 PM CDT

IEH Auto Parts LLC dba Auto Plus Auto Parts

DocuSigned by:
By: Brian Evanoka
5EA609F1136C4C8...

Brian Evanoka
Title: Vice President Fleet Parts and Strategic Account Sales

Date: 5/18/2021 | 3:32 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 5/18/2021 | 3:52 PM CDT

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	IEH Auto Parts LLC
Does your company conduct business under any other name? If yes, please state:	Auto Plus Auto Parts
Address:	901 N Lenola Rd Moorestown, NJ 08057
Contact:	Cyrano Parsard
Email:	s498@autoplusap.com
Phone:	855-214-9055
Fax:	800-723-1377
HST#:	47-3322066

Submission Details

Created On:	Wednesday March 10, 2021 13:51:32
Submitted On:	Thursday March 25, 2021 10:54:57
Submitted By:	Cyrano Parsard
Email:	s498@autoplusap.com
Transaction #:	95e688e5-6577-449c-8e7d-9f383a04f26e
Submitter's IP Address:	69.253.42.254

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	IEH Auto Parts LLC dba Auto Plus Auto Parts	*
2	Proposer Address:	901 N Lenola Rd Moorestown, NJ 08057	*
3	Proposer website address:	www.autoplusap.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brian Evanoka - Vice President, Fleet Parts and Strategic Account Sales 901 N Lenola Rd Moorestown NJ 08057 bevanoka@autoplusap.com (855) 214-9055	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Cyrano Parsard - Director of Major Accounts 901 N Lenola Rd Moorestown NJ 08057 cparsard@autoplusap.com (954) 235-0813	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matthew Olson - Senior Manager of Major Accounts 901 N Lenola Rd Moorestown NJ 08057 matolson@autoplusap.com (770) 548-3116	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Icahn Enterprises L.P. (NASDAQ: IEP), is a $25B diversified holding company engaged in seven primary business segments: Investment, Energy, Automotive, Food Packaging, Metals, Real Estate and Home Fashion. June 2015 - Icahn Enterprises L.P. (NASDAQ:IEP) completes its acquisition of substantially all of Uni-Select USA, Inc.'s and Beck/Arnley Worldparts, Inc.'s assets, which supported the U.S. automotive parts distribution business of Uni-Select Inc. The new entity is now IEH Auto Parts LLC d/b/a Auto Plus. Icahn Automotive Group LLC (Icahn Automotive) was formed by its parent, Icahn Enterprises L.P. to invest in and operate businesses involved in aftermarket parts and service. The businesses of Icahn Automotive today consist of Pep Boys® automotive aftermarket retail and service chain, Auto Plus® automotive aftermarket parts distributor, Precision Tune Auto Care® owned and franchised automotive service centers, and AAMCO Total Auto Care franchised service centers. The businesses of Icahn Automotive total over 22,000 employees, over 2,000 company-owned and franchise locations and 25 distribution centers throughout the US and Puerto Rico. Auto Plus provides its customers with access to over two million replacement Parts, Tires, Tools, Equipment, Accessories, and related items for Light, Medium, and Heavy-Duty vehicles through an extensive network of suppliers. • VISION: To be the most trusted business partner and employer in the automotive aftermarket. • MISSION: To empower our customer family to succeed with great value, premium brand parts, unmatched expertise and solutions to make business easier. • VALUES: INTEGRITY to do the right thing TEAMWORK to win PASSION for customer success SIMPLICITY to be easy to do business with PRIDE in our diversity, industry and environment GROWTH-DRIVEN to add value • BUSINESS PHILOSOPHY: Exceed expectations with expertise at every turn. Over the past 20+ years, Auto Plus, formerly Uni-Select USA, Inc., has held a very dominant role servicing many complex fleets in various channels. We have serviced large fleets such as NY City 27,000 vehicles and the City of Philadelphia 6,000 vehicles. We have also serviced many Statewide Contracts including MA, RI, NY, PA, NJ, DE, MD and others.	*
8	What are your company's expectations in the event of an award?	In the event of an award, Auto Plus would first schedule a meeting with Sourcewell stakeholders to jointly establish financial and membership targets along with a supporting marketing plan. As a current contract holder, our Executive Leadership, Management, and Sales Teams are very familiar with Sourcewell and have attended Sourcewell University, H2O, GTKU, and other training events which will allow us to quickly mobilize our teams to engage potential members. We currently do a significant amount of business in this space but believe we are just scratching the surface. Auto Plus would be honored to continue being a valued supplier to the Sourcewell membership.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached "Exhibit I _ IEP_4Q 2020 Results"	*
10	What is your US market share for the solutions that you are proposing?	Please keep in mind that the U.S. automotive aftermarket industry has a current estimated value of 80 billion in 2021. Of which, the U.S. our market is approximately 2%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Presently, Auto Plus does not have the capability to service the Canadian market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Auto Plus is a traditional full line distributor of branded automotive and truck parts who is authorized to act as such for the manufacturers proposed in this RFP. Our distribution network consists of both company owned stores as well as independently owned and affiliated Auto Plus'. Some of these independently owned businesses may be submitting proposals on a direct basis to Sourcewell. Because of this, in an effort to avoid collusion, Auto Plus has not confirmed our affiliate's desire to participate in this RFP. Historically, the majority of our affiliated Auto Plus store locations have chosen to participate in solicitations such as Sourcewell. Please see the attached Exhibit V - Authorized Distributor Letters.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	In each of our locations, Auto Plus maintains current licenses as required by Local, State, and Federal law to conduct business related to the supply and distribution of automotive parts, equipment, tools, accessories, tires, and related items.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	At Auto Plus, we value our reputation and can proudly assert that we have no history of Suspension or Debarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A	*
17	What percentage of your sales are to the governmental sector in the past three years	Please keep in mind that our sales volume exceeds $1B dollars annually, with the governmental sector contributing approximately 8%.	*
18	What percentage of your sales are to the education sector in the past three years	Please keep in mind that our sales volume exceeds $1B dollars annually, with the public education sector contributing less than 1%.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Commonwealth of Massachusetts - 2020: $785,158 / 2019: $1,004,038 / 2018: $942,735 State of New York - 2020: $7,102,081 / 2019: $5,909,611 / 2018: $4,231,474 State of New Jersey - 2020: $999,791 / 2019: $1,384,867 / 2018: $1,315,309 Commonwealth of Pennsylvania - 2020: $2,271,134 / 2019: $2,875,621 / 2018: $2,938,285 State of Delaware - 2020: $111,546 / 2019: $125,267 / 2018: $155,246 State of Mississippi - 2020: $235,182 / 2019: $362,167 / 2018: $297,601 State of Maryland - 2020: $603,114 / 2019: $711,725 / 2018: $698,765 State of North Carolina - 2020: $95,739 / 2019: $94,073 / 2018: $81,577 State of Oklahoma - 2020: $102,569 / 2019: $29,969 / 2018: $44,612 Commonwealth of Virginia - 2020: $64,082 / 2019: $27,801 / 2018: $85,603 Allied States Cooperative - 2020: $348,797 / 2019: $514,874 / 2018: $414,862	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Auto Plus does not currently hold any GSA or SOSA contracts.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Philadelphia, PA	Teri Antonelli	(215) 686-1888	*
City of Houston, TX	Terrance York	(832) 393-0960	*
City of Atlanta, GA	Bruce Smith	(404) 807-9179	*
State of Mississippi	Ramona Jones	(601) 359-9335	
Pearland Independent School District	Amy Spain	(218) 485-3203	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Boston Fire Department	Government	Massachusetts - MA	Parts & Supplies Contract and Administration of Parts Room	Avg Transaction Value: $1,363	5.6 Million	*
City of Philadelphia	Government	Pennsylvania - PA	Delivery of Aftermarket, Automotive, Light, Medium and HD Truck Parts & Supplies	Avg Transaction Value: $122	7.3 Million	*
Commonwealth of Pennsylvania	Government	Pennsylvania - PA	Delivery of Aftermarket Parts	Avg Transaction Value: $106	8.1 Million	*
City of Houston	Government	Texas - TX	Delivery of Automotive, Light, Medium and Heavy-Duty Aftermarket Replacements Parts	Avg Transaction Value: $264	13.4 Million	*
State of New York	Government	New York - NY	Delivery of Vehicle and Equipment Parts and Related Product	Avg Transaction Value: $124	17.2 Million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Organizationally speaking, Auto Plus has separated the country into four regions, each led by a Regional Vice President. Within a Region, there are a number of Area Directors responsible for the oversight of a number of stores. Reporting to these Area Directors are literally hundreds of Commercial Account Managers who solicit and manage business at the street level for the stores they are assigned. Overseeing and assisting with our sales effort are Regional Commercial Directors whom, along with the Regional Vice Presidents, report up to our Senior Vice President.	*
24	Dealer network or other distribution methods.	Auto Plus distributes our goods and services through 1,045 locations. We own and operate 618 stores while also having 427 independently owned and affiliated Auto Plus. For a complete list please see "Exhibit VI - Store Listing". Some of these independently owned businesses may be submitting proposals on a direct basis to Sourcewell. Because of this, in an effort to avoid collusion, Auto Plus has not confirmed our affiliates desire to participate in this RFP. Historically, the majority of our affiliated Auto Plus store locations have chosen to participate in solicitations such as Sourcewell's.	*
25	Service force.	Auto Plus has close to 7,300 employees and operates in a few related business segments. We own and operate 618 stores that supply goods to both Commercial and Retail customers both over the counter and via hot shot delivery. In addition to company owned stores, our Distribution Centers also provide goods to 427 independently owned Auto Plus affiliate locations.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	While many auto parts are delivered on a next day basis to replenish shelf stock, we find that more and more are being delivered on a hot shot basis to get a vehicle back in service. Depending upon our store location (urban vs. rural), Auto Plus typically delivers parts within a 10 mile radius of our store so that we can deliver to our customers within a 30 to 60 minute window. All stores have access to sister stores, hub stores, and warehouse inventories to supplement their in stock merchandise. The warehouse inventories are extremely broad offering at least next day delivery to a wide assortment of parts. Please note that not all stores / warehouses carry all products.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Auto Plus is willing to provide products and services to agencies within the contiguous United States and Puerto Rico. For participating entities located outside of the delivery areas of our store locations, we can offer standard ground shipping from our closest Distribution Center.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At the present time we are not able to service Sourcewell members in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Auto Plus is capable of serving participating entities in the contiguous United States and Puerto Rico only.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Auto Plus is prepared to serve all Sourcewell participating entity sectors. We have no contracts that limit our ability to promote a Sourcewell contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Although there are no specific contract requirements or restrictions in place, Auto Plus is only able to serve participating entites in the US territory of Puerto Rico. We do not have any locations in Alaska, Hawaii, Guam, Northern Mariana Islands and American Samoa and, consequently, would not be a viable supplier in these limited areas.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current contract holder, Auto Plus' field and sales teams are very familiar with Sourcewell. Our professional sales force will become familiar with all enhancements to the Sourcewell membership process and necessary documentation to continue acting as your sales force by encouraging and assisting potential members in establishing Sourcewell Membership. We have hundreds of trained professionals who will take this program to the street. Our marketing department will put together effective marketing brochures for our sales force and will incorporate our Sourcwell status in our trade journal advertisements. Auto Plus will attend Sourcwell-endorsed national trade shows, in addition to proudly displaying our Sourcewell status at the dozens of shows we currently attend. Additionally, we will implement an embedded link to Sourcewell's Website from our Website to further promote this contract opportunity. A professional version of the attached sample (Exhibit II - Marketing Plan Samples) is an example of what may be used for comprehensive marketing support by our sales teams to prospective members.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing department is devoted to keeping Auto Plus and our solutions in front of our customers. We maintain a presence on all the major media platforms including, but not limited to: Facebook, Twitter, Instagram & YouTube. Auto Plus has also utilized the services of government spending database aggregators to identify and pursue specific market opportunities.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell should promote our awarded contract on their website, listing our contact information and links to the Auto Plus website. Also, it would be helpful if an overview of our offering and supplied marketing materials were also posted for the entire Sourcewell membership to see. If Sourcewell staff receives an inquiry fitting our services, we would appreciate promotion of our firm to the member. Auto Plus will be integrating this contract into our sales offering by training all of our sales people on ways to best utilize this contract to grow our business. We will solicit business from the existing membership, and more importantly, train our sales team on prospecting and soliciting potential Sourcewell members. Cooperative contracts are growing in acceptance and we can use such an award to both grow Sourcewell membership as well as our share of this important market segment.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our e-procurement system is designed for simple sourcing and ordering of parts, tires, shop supplies, and Tools & Equipment. Governmental and Educational customers have taken advantage of its features including: • Tires as well as Parts. Auto Plus is very unique in this regard. • Convenience. Save time and money by getting the right parts – including commodities – when members need with fast delivery or pickup. • Increased productivity. Members better manage jobs and view related parts and tires with easy access to our vast inventory of detailed images, specs and application data. • Accessibility. With visibility to multiple stores' Quantity on Hand (QOH). Users may search parts and tires in multiple locations. • VIN look-up and part number interchange. Enter a VIN, license plate, or a specific part number to find the right parts and tires you need or see other compatible options. • Value Adds o Interchange feature cross references competitive part numbers o Buyers Guide displays fitment and application details by part number o Stock Check allows for quick order placement of known item numbers o Save Vehicle Information or Favorite Items for quick reference o Order History visibility o Purchase Order requirement flag	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For Sourcewell Members, Auto Plus offers the following optional complementary training by both Manufacturer and in-house Trainers: • Product Training • Technician training • E-Procurement In addition to our free in-house training, many of our manufacturers offer advanced training for technicians covering all vehicle classes both in classroom settings as well as hands on vehicles. These advanced training courses typically do have fees associated with them that Auto Plus will make available to Participating Entities at a straight pass through of our cost.	*
37	Describe any technological advances that your proposed products or services offer.	Auto Plus has implemented technological advances to increase efficiency in procurement. Not only does our unique E-procurement ordering system allow for ordering Parts, Tires, Shop Supplies, and Tools & Equipment, but we also have the capabilities of integrating our catalog into a multitude of Shop Management Systems including, but not limited to, Alldata and Mitchell. Additionally, our IT Department has integrated with many asset and fleet management system providers, as well as, created punch-outs with a number of different E-Commerce Marketplaces. Over the past year, we have also invested heavily to advance our Electronic invoicing capabilities and have utilized various degrees of EDI for our customers.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Auto Plus (Partner#43025763) is Certified by the Environmental Protection Agency (EPA) as a SmartWay Shipper Partner. This program certifies us as a company that actively seeks ways to reduce transportation related carbon emissions. In addition, we partner with a broad range of regional recycling organizations to implement substantial recycling efforts including: • Scrap tires • Waste oil (ours/customers) • Oil filters • Used antifreeze • Spent fluorescent bulbs • Batteries • Numerous other car parts/cores, including but not limited to starters and alternators, rack & pinions, wheel weights, master cylinders, steering pumps, water pumps, wiper motors, etc. – all processed through our own DC’s.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A. Auto Plus is an authorized distributor for numerous manufacturers, many of whom are committed to operating in a socially responsible and sustainable manner. We are willing to provide sustainability reports from our supplier partners if requested.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	At our corporate store level we do not qualify. In our over 400 affiliated independently owned Auto Plus, some may possess these certifications.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Auto Plus holds the unique industry position of a truly comprehensive “One Stop Shop” solution for Sourcewell members with access to Parts, Tires, Accessories, and Tools & Equipment. In addition, we offer a myriad of solutions with commitment to partnership in mind, including hot-shot delivery with no delivery fees or surcharges, user friendly E-procurement ordering, in-house financing options, product & service training, a centralized Heavy Duty Fleet Call Center for technical questions, E-invoicing capabilities, and multiple levels of support from the local to national level for Sourcewell Members allowing for faster reaction to member specific needs.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	While Auto Plus sells high quality parts and accessories, occasionally a part may fail while under warranty. Our Part Warranty & Labor Claim policies protect our valued customers in the event of a warranted part failure. Auto Plus will pass-through all warranties provided by the manufacturers and dealers, included in this proposal, regarding all Equipment and Products furnished as a result of an award.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All parts warranty reimbursements will be issued via credit invoices on the customer's Auto Plus account. • To participate the customer is to have opened and maintains an Auto Plus account which must be in good standing. • Alleged warranty part must be returned to Auto Plus along with proof of purchase • Auto Plus parts warranty is limited to reimbursement for the original cost charged for the part	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	All labor claim reimbursements will be issued via credit invoices on the customer's Auto Plus charge account. • To participate the customer is to have opened and maintains an Auto Plus account which must be in good standing • Customer must purchase the replacement part from Auto Plus • Customer must provide a copy of the original install receipt and a copy of the re-install receipt at the time the part is returned for defective credit and provide notification of the labor claim request • The Labor Claim Warranty does NOT include incidentals, like towing, rental cars, travel, etc ▪ Products that qualify are based solely on the manufacturer Warranty Policies and excludes sourced product	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Auto Plus' bid response excludes any offer to provide service or repair. However, Auto Plus is willing to deliver a warranty part to the shop or certified technician within a reasonable distance on behalf of the Sourcewell member.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	If an item is purchased by Auto Plus from a manufacturer not included in this proposal, our store and field teams will assist the Sourcewell member in working with manufacturer to exchange the alleged warranty item subject to the manufacturer's warranty policy. For warranty service/labor claims that may arise from products purchased from manufacturers outside of this proposal, the warranty issues must be handled by the member and directly with the manufacturer.	*
47	What are your proposed exchange and return programs and policies?	Items purchased under this contract may be returned for a full refund if item is unused, in its original packaging, is in saleable condition and is within thirty calendar days of its delivery.	*
48	Describe any service contract options for the items included in your proposal.	Auto Plus does not offer extended warranty or service contract options for items included in this proposal. However, if such options were to become available from the manufacturer, then Auto Plus will gladly extend those options to the participating member.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Auto Plus understands the importance of clean accounting for public sector entities and offer flexible payment terms including net 10 and net 30.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Auto Plus is direct with many name brand equipment vendors and offer a wide selection of shop equipment. Smaller, common tools and equipment are stocked within our Stores and Distribution Centers whereas larger, heavy duty tools and equipment will be shipped to the Purchasing Entity directly from the Manufacturer. Auto Plus has partnered with an Equipment Leasing/Financing Industry leader with over 25 years of experience to provide flexible leasing and financing options with terms up to 5 years on purchases greater than $1k. This option will be made available to all Sourcewell members.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Auto Plus offers many ordering options to best suit our customer's needs including phone, email, fax, or via electronic catalog application hosted by industry leader Nexpart (from WHI Solutions, an EBAY Company). All Purchasing Entities under this Master Agreement will be assigned an account number in our central CRM, and "tagged" to our Sourcewell contract with contractual pricing assigned. This central CRM system will feed the discount schedule to the Point-of-Sale system at the local store where invoices are generated. The central CRM system also has a shared feed to our Electronic Catalog where orders may be placed and pricing may be validated by Purchasing Entities. This holds true for company owned locations as well as any affiliate locations participating in this solicitation. By configuring the pricing and contract at the account/entity level, this will ensure that all Purchasing Entities receive a consistent experience while also allowing Auto Plus to compile contract related sales data for Sourcewell.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Auto Plus accepts P-card as a payment method without any additional costs for Sourcewell participating entities. As an added security measure, Auto Plus does not store P-card information.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Auto Plus has an extensive supplier network granting customers access to over 2 million unique items. Our supplier network of manufacturers are constantly working to make new part numbers available in the aftermarket. With this in mind, our proposed pricing model is predicated on providing a single discount or mark up from cost for each manufacturer-category. This will give Sourcewell members the most robust product offering with a straightforward price ceiling. Please see the attached Exhibit IV - Sourcewell Pricing	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discount varies by manufacturer. Please see the attached Exhibit IV - Sourcewell Pricing	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Promotional pricing and rebate programs including quantity breaks, bulk pricing, and other promotional pricing programs will be made available to Sourcewell membership. Marketing materials with such promotions will be available from our field sales teams as well as within our electronic catalog.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Auto Plus will supply "sourced" products or related services at a ceiling price of cost plus 25%.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The pricing submitted in our response reflects total cost of acquisition without any optional services/requests. For example, if a Participating Entity desires and approves expedited shipping or special delivery (i.e. truck with liftgate, etc..), Auto Plus will pass through these charges at cost with no markup as a separate line item.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Unlike many others in the industry, Auto Plus does not charge for delivery nor do we impose a minimum delivery requirement on standard orders.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Presently, Auto Plus is unable to provide shipping or delivery to Alaska, Hawaii, or Canada.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Auto Plus has 25 Distribution Centers nationwide whose inventories are extremely broad, offering at least next day replenishment of merchandise to local Stores through a Hub-Spoke distribution model which provides customers convenient access to a robust product assortment within their local store, "sister" stores in market, and their Distribution Center. All stores have access to sister stores, hub stores, and warehouse inventories to supplement their in stock merchandise. Within our electronic catalog, customers have visibility to all local store and DC inventories and are able to prepare an order for will-call pick up or delivery directly to the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	The pricing offered is very competitive and comparable to large Cooperatives or State purchasing departments, however, we would not typically propose a rebate or administrative fee with this pricing schedule.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Auto Plus has extensive experience serving large Fleets, Government, and National clients. To this end, we fully understand the importance of adherence to contractual pricing and the potential issues that may arise as a result. All Purchasing Entities under this Master Agreement will be assigned an account number with contractual pricing and "tagged" to a Sourcewell grouping in our central CRM. This central CRM system will feed the discount schedule to the Point-of-Sale system at the local store where invoices are generated. The central CRM system also has a shared feed to our Electronic Catalog where orders may be placed and pricing may be validated by Purchasing Entities. By configuring the pricing and Sourcewell grouping at the account/entity level, this will ensure that all Purchasing Entities receive consistent contract pricing providing a tracking mechanism for accurate sales reporting under the Contract. This sales report is reviewed by the primary contact for this proposal who would import the data into the Sourcewell sales report template and request check disbursement accordingly. As a current Sourcewell contract holder, we can proudly say that we have submitted our sales reports and corresponding administrative fees in a timely manner.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Auto Plus will issue an administrative fee of 2% of total net sales resulting from this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Parts Auto Plus maintains a very wide range of automotive and truck replacement parts and accessories for passenger cars through Class 8 trucks and equipment within our distribution network. We have 25 Distribution Centers (DC) nationwide with over 350,000 unique sku's in-stock and access to over 2M sku's directly from the manufacturer. The Distribution Center's inventories are extremely broad, offering at least next day replenishment of merchandise to local Stores through a Hub-Spoke distribution model. This provides customers with convenient access to a robust product assortment within their local store, "sister" stores in market, and their Distribution Center. All stores have access to sister stores, hub stores, and warehouse inventories to supplement their in stock merchandise. Depending upon our store location (urban vs. rural) we typically deliver parts within a 10 mile radius of our store so that we can service our customers within a 30-60 minute window. Upon receipt of an order, our store will prepare the order for will-call pick up or delivery directly to the customer. Unlike many others in the industry, Auto Plus does not charge for delivery nor do we impose a minimum delivery requirement on standard orders. Please note that not all stores / warehouses carry all products. Tools & Equipment Auto Plus is direct with all the name brand equipment vendors and offer the widest selection of shop equipment. Smaller, common tools and equipment are stocked within our Stores and Distribution Centers whereas larger, heavy duty tools and equipment are shipped to the Purchasing Entity directly from the Manufacturer. Additionally, we have an extremely aggressive in-house financing program which we make available to our customers. Tires We have over 1 Million tires in stock and distribute a very wide selection of brands including but not limited to Michelin, BF Goodrich, Hankook, Falken, Cooper, and Continental. Just as we have a good, better, best offering in our parts selection we similarly provide this coverage in tires. Additionally, we deliver tires just as we do automotive and truck parts. This is an extremely unique and valuable feature that we can offer unlike our competitors. Related Items In the true spirit of being a single source solutions provider – Auto Plus has the items needed to get the job done and the vehicle back on the road. These related items in our proposal includes, but is not limited to: Chemicals, Oils, Lubricants, Paint & Body, Sourced Items, Shop Supplies, and Accessories related to Automotive and Truck repair or service.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Automotive Parts Light, Medium, and Heavy Duty Vehicle Parts Accessories Tires, Tubes, Valves, and Related Tools Equipment Paint and Body Shop Supplies Chemicals Oils Lubricants Lighting and Electrical	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Air conditioning, heating, cooling, and climate control	(•) Yes ( ) No		
67	Alternators, starters, batteries, electrical, and ignition systems	(•) Yes ( ) No		
68	Bearings - ball and roller	(•) Yes ( ) No		
69	Belts, hoses, gaskets, and seals	(•) Yes ( ) No		
70	Brakes	(•) Yes ( ) No		
71	Bumpers, body, cab, and chassis parts	(•) Yes ( ) No		
72	Emission and exhaust	(•) Yes ( ) No		
73	Engine and drive train	(•) Yes ( ) No		
74	Filters - oil, fuel, air, and transmission	(•) Yes ( ) No		
75	Oils and lubricants - regular and synthetic	(•) Yes ( ) No		
76	Pumps - fuel and water	(•) Yes ( ) No		
77	Safety and security systems	(•) Yes ( ) No		
78	Interior and exterior parts and accessories	(•) Yes ( ) No		
79	Lamps, lighting, mirrors, and wiring	(•) Yes ( ) No		
80	Pumps - fuel and water	(•) Yes ( ) No		
81	Suspension, shocks, struts, and steering	(•) Yes ( ) No		
82	Wipers and washers	(•) Yes ( ) No		
83	Heating and cooling (engine)	(•) Yes ( ) No		
84	Vehicle paint and primer	(•) Yes ( ) No		
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	(•) Yes ( ) No	Please see the attached Exhibit IV - Sourcewell Pricing for our product offering.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	To measure contract performance, Auto Plus will primarily track member activations and sales growth. These KPIs will be analyzed by intervals, sector, and region to identify growth opportunities and trend data to maximize contract utilization.	*

87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	N/A. Auto Plus' bid response excludes any offer to provide service or repair.	*
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Auto Plus understands the importance of efficient accounting and has the flexibility to generate historical sales data with a great degree of specificity in multiple formats to suit the needs of the end user. In addition, Participating entities will have convenient access to view statements and pay invoices online. It is also worth noting that we accept all traditional forms of payment as well as Electronic Funds Transfers.	*
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	At no additional fee, our e-procurement system is designed for quick and easy sourcing and purchasing of parts, tires, shop supplies, and Tools & Equipment. Governmental and Educational customers have taken advantage of its features including: • Tires as well as Parts. Auto Plus is the only online provider of parts and tires. • Convenience. Save time and money by getting the right parts – including commodities – when members need with fast delivery. • Increased productivity. Members better manage jobs and view related parts and tires with easy access to our vast inventory of detailed images, specs and application data. • Accessibility. With visibility to multiple stores' Quantity on Hand (QOH). Users may search parts and tires in multiple locations. • VIN look-up and part number interchange. Enter a VIN or a specific part number to find the right parts and tires you need or see other compatible options. Access to our online catalog with full functionality is complementary to all Participating Entities but please note that integration into an E-Marketplace or Punchout catalog development may have additional costs associated.	*
90	Identify the vehicle makes for which your offered parts are used.	Auto Plus offers OEM-quality aftermarket parts for Domestic & Imported Automotive, Light, Medium & Heavy-Duty applications including, but not limited to: AM General Acura Advance Mixer American LaFrance Aston Martin Audi BMW Bentley Bering Blue Bird Buick Cadillac Chance Coach Transit Bus Chevrolet Chrysler Country Coach Motorhome Crane Carrier Daewoo Dina Transit Bus Dodge El Dorado Emergency One Evobus Ferrari Ford Freightliner GMC Gillig Hendrickson Hino Honda Hyundai Infiniti International Isuzu Jaguar Jeep Kenworth Kia Kovatch	

		Laforza Lamborghini Land Rover Lexus Lincoln Lodal Lotus Mack Maxim Mazda Mercedes-Benz Mercury Mitsubishi Mitsubishi Fuso Motor Coach Industries Neoplan New Flyer Nissan North American Bus Industries (NABI) Nova Bus Corporation Oldsmobile Orion Bus Oshkosh Motor Truck Co. Ottawa Panoz Peterbilt Pierce Mfg. Inc. Plymouth Pontiac Porsche Prevost Roadmaster Rail Rolls Royce Saab Saturn Seagrave Fire Apparatus Shelby Spartan Motors Sterling Truck Subaru Suzuki Thomas Toyota UD Van Hool Volkswagen Volvo Western Star Workhorse Workhorse Custom Chassis	*
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Auto Plus' offers high-quality aftermarket parts for all types of automotive, light, medium & heavy duty vehicles that utilize standard and alternative fuel choices.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Exhibit I - IEP_4Q 2020 Results.pdf - Wednesday March 24, 2021 17:23:39
- Marketing Plan/Samples - Exhibit II - Marketing Plan Samples.pdf - Wednesday March 24, 2021 17:45:51
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Exhibit III - Auto Plus Warranty Info.pdf - Wednesday March 24, 2021 17:24:42
- Pricing - Exhibit IV - Sourcewell Pricing.pdf - Wednesday March 24, 2021 17:25:17
- Upload Additional Document - Additional Documents.zip - Thursday March 25, 2021 06:02:34

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brian Evanoka, Vice President, Fleet Parts and Strategic Account Sales, IEH Auto Parts LLC dba Auto Plus Auto Parts

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	☑	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	☑	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	☑	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	☑	2

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ASSIGNMENT OF
CONTRACT #032521-PEP

THIS ASSIGNMENT AGREEMENT is by and among **Sourcewell**; ; and **Elliott Auto Supply Co., Inc., d/b/a Factory Motor Parts**, 1380 Corporate Center Curve, Eagan, MN 55121 (FMP).

Assignment:

1. Sourcewell awarded IEH Auto Parts LLC, 901 N Lenola Rd, Moorestown, NJ (Auto Plus) a contract to provide Aftermarket Vehicle Parts and Supplies #032521 ("Contract") on May 18, 2021.

2. On January 31, 2023, IEH Auto Parts LLC and its subsidiaries, including Auto Plus Holdings LLC (IEH), filed for relief under Chapter 11 of the US Bankruptcy Code. See In re: IEH Auto Parts Holding LLC, et al., Case No. 23-90054 (Bankr. S.D. Tex. 2023).

3. On May 19, 2023, US Bankruptcy Court issued an Order approving the disposition and sale of certain assets of the petitioner IEH including those purchased by FMP.

4. On September 1, 2023, notice was filed of Supplemental Assumed Contracts which included an updated list of executory contracts assumed by FMP through the Court approved Bid Procedures. Supplemental Exhibit A-1 to this notice, line 38 identifies the Contract as being assumed by FMP through the bankruptcy and sale proceedings.

5. Pursuant to its assumption and subsequent notice thereof, FMP certifies it will comply with the terms of the Contract. Sourcewell and FMP agree this assignment is unconditional and without recourse. FMP hereby confirms its acceptance of the assignment of Contract #032521-PEP

6. Sourcewell has granted its consent to this Assignment as witnessed herein effective upon final signature.

Signature page follows.

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Elliott Auto Supply Co., Inc., d/b/a Factory Motor Parts

By: _____

Clay Johnson

Title: SVP

Date: 10/17/2023

Sourcewell

DocuSigned by:

By: Jeremy Schwartz _____

C0FD2A139D06489...

Jeremy Schwartz

Director of Operations and Procurement/CPO

Date: 10/17/2023 | 10:07 PM CDT

Sourcewell

DocuSigned by:

By: Chad Coauette _____

48BAF71B0894454...

Chad Coauette

Executive Director/CEO

Date: 10/17/2023 | 10:37 PM CDT

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Sourcewell

Solicitation Number: RFP #032521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model or remanufactured to OEM standards. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. All Equipment and Products supplied pursuant to the Contract are subject to the terms of written warranties provided by the manufacturer of each Product and Equipment, and Vendor shall use reasonable commercial efforts to assist the Member in processing all warranty claims that the Member may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Member in connection with any claims concerning the Products and Equipment supplied pursuant to the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Member upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Member to the extent permitted by contract or law.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event that any Product or Equipment does not conform to the manufacturer's warranty, the Member may return such Product or Equipment to Vendor and Vendor will process the Member's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from Vendor, Vendor, as the Member's sole and exclusive remedy and Vendor's sole liability, shall either, at its option: (i) replace the defective Product or Equipment with a conforming Product or Equipment; (ii) repair the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this

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Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Audit results will be based upon overcharges and undercharges being combined to determine the net impact.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

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D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the negligent acts or omissions or intentional misconduct of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligence or intentional misconduct.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

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2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

d. The licenses granted under this Section 13 are subject to the respective intellectual property usage guidelines and terms and conditions of each party.

4. Vendor agrees to provide an indemnity for intellectual property claims based on intellectual property rights owned by Vendor, but cannot provide a direct copyright, trademark, or patent indemnity for the Products or Equipment supplied pursuant to the Contract, as Vendor does not manufacture the Products or Equipment. Vendor agrees to use commercially reasonable efforts to assist the Member in processing any infringement claim against the applicable manufacturer.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for direct damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

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general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor but only to the extent of Vendor's indemnity obligations under the Contract. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds but only to the extent of Vendor's indemnity obligations under the Contract.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. Vendor will comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject

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matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications provided that any such additional requirements must be accepted in writing by Vendor for any such requirements to be binding on Vendor. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies in the event that (i)a Participating Entity will access Vendor's Equipment, Products, or Services with United States federal funds, and (ii) Vendor has provided its prior written consent.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that

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each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must endeavor to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/13/2021 | 8:56 PM CDT

Genuine Parts Company dba
NAPA Auto Parts

DocuSigned by:
By: Jett Kuntz
BBF6652DCC21445...
Jett Kuntz
Title: Vice President of IBS Fleet & Government

Date: 5/13/2021 | 1:30 PM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/13/2021 | 9:02 PM CDT

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	Genuine Parts Company dba NAPA auto Parts
Does your company conduct business under any other name? If yes, please state:	NAPA Auto Parts
Address:	2999 Wildwood Parkway Atlanta, Georgia 30339
Contact:	Don Lachance
Email:	don_lachance@genpt.com
Phone:	404-386-4157
Fax:	404-386-4157
HST#:	580254510

Submission Details

Created On:	Thursday February 04, 2021 12:06:53
Submitted On:	Wednesday March 24, 2021 12:40:50
Submitted By:	Don Lachance
Email:	don_lachance@genpt.com
Transaction #:	96dfea54-3674-46b7-9841-49ff0c0e367b
Submitter's IP Address:	136.228.200.34

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Genuine Parts Company d.b.a. NAPA Auto Parts	*
2	Proposer Address:	2999 Wildwood Parkway Atlanta, GA 30339	*
3	Proposer website address:	www.genpt.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jett Kuntz Vice President of IBS, Fleet & Government 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com 770-855-2221	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance Government Sales Manager 2999 Wildwood Parkway Atlanta, GA 30339 Don_Lachance@genpt.com 678-934-5057	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for $40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of $75,000 and had only six employees. Over the last 93 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding $19 billion. With more than 93 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.	*

8	What are your company's expectations in the event of an award?	Our expectations are to engage our 6,000+ company and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada. Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	GPC has had 93 years of profitable growth and 63 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com. We have also included our 2019 Annual Report in the attached documents for this RFP.	*
10	What is your US market share for the solutions that you are proposing?	NAPA's government business includes municipal, state, K-12 districts and higher education customers. Based on several published sources, we estimate our aftermarket light-, medium- and heavy-duty parts market share at approximately 6 percent.	*
11	What is your Canadian market share for the solutions that you are proposing?	In 2020, we've estimated the Fleet market at $3B in Canada and NAPA's Canadian share was approximately $369M, or 12%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Genuine Parts Company has never petitioned for bankruptcy protection in our 93-year history.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. The NAPA catalog of parts contains more than 465,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (5,000 independent and 1,000 company) are the only authorized distributor and reseller of the parts that we propose in this RFP. Our 5,000 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcewell contract, should we be awarded. b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcewell customers to order directly when needed to support their fleets.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcewell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated: "Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future." Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.	*
17	What percentage of your sales are to the governmental sector in the past three years	In the past five years, we have exceeded 5 percent of our Automotive Parts Group sales in the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell-Aftermarket Parts and IBS $95,000,000 NASPO ValuePoint -Aftermarket Parts, Tools & Equipment $36,000,000 E&I Educational Cooperative $550,000 Texas BuyBoard - Aftermarket Parts Oils & Lubricants $1,000,000 ST of GA $11,000,000 ST of WA $10,500,000 ST of NJ $6,800,000 ST of MA $5,500,000 ST of VA $4,500,000 ST of LA $4,600,000 ST of CA $4,800,000 ST of WV $3,400,000 ST of CT $3,200,000	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GPC/NAPA holds no GSA schedules at this time.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov	*
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org	*
State of Iowa	Nancy Wheelock Purchasing Agent III Department of Administrative Services	515-725-2268 nancy.wheelock@iowa.gov	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Georgia	Government	Georgia - GA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = $12,500.	2020: $15,619,859 2019: $10,490,747 2018: $11,000,000	*
State of Washington	Government	Washington - WA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = $17,500.	2020: $9,138,386 2019: $10,209,336 2018: $8,800,000	*
State of New Jersey	Government	New Jersey - NJ	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = $9,170.	2020: $5,654,831 2019: $7,244,318 2018: $6,500,000	*
State of Tennessee (Sourcewell Contract)	Government	Tennessee - TN	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = $18,500.	2020: $5,612,763 2019: $6,173,588 2018: $6,500,000	*
Louisiana State University	Education	Louisiana - LA	Deliver automotive and HD parts, tools and equipment with same-day service to all University locations.	Average size of transaction = $58,777.	2020: $4,547,197 2019: $4,584,579 2018: $3,311,418	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Total Estimated U.S. & Canada GPC Employees = 45,000 We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities. All in, NAPA has more than 6,500 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.	*

24	Dealer network or other distribution methods.	GPC in 2021 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,000 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 5,000 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 61% of the total U.S. APG sales and 22% of GPC's overall total sales. When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options. In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members.	*
25	Service force.	As mentioned in our response to Question #23, we have more than 45,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada. From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average $6 -$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night. Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP: • Sales Manager • District Manager • Wholesale Manager • Commercial Sales Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Commercial Sales Pro (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punchout in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows: • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell. We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise. The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.	*

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met. Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores. It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario. Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAPA has a strong presence in every region and is fully capable of serving the US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories. NAPA does not have locations in Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process. This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award. Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcewell will continue to be classified in our national account programs. NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted. NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o FleetCon presented by FleetPros www.FleetPros.org Regional Events o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcewell entity prospects and current members. Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort: • Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell IBS contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA Online: Our primary online ordering portal, www.NAPAOnline.com offers a catalog of more than 500,000 parts and supplies that are available to Sourcewell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timey way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels. Technician Training: a. Designed for the professional technician. b. Provided by professional certified trainers c. Shop Management Training d. Designed for the professional technician, shop managers e. Provided by professional certified trainers Please find a list of available training courses attached as a supplemental upload.	*
37	Describe any technological advances that your proposed products or services offer.	NAPA's proposal covers multiple technological advances in the following: • Electronic Ordering • Product Information • Diagnostic Repair • eProcurement • Audit process • Mechanical Shop and Body Shop Estimators • System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs • ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. • ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. NAPA can work with government agencies to provide special pricing on Mitchell On Demand: • This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization. • Provide OE repair procedures and diagnostic aids. • Track labor and supplies to a specific asset. • Color wiring diagrams • Technical specifications that include optional Medium and Heavy Duty applications • Flow Charts • Technical Service Bulletins • Maintenance Schedule	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com. RCI-Safe Solutions - our sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle. GPC has the following priorities in place in terms of our Green Program • Reduce Air Emissions/Efficient Delivery Routing • Identify Pollution Prevention Opportunities • Communicate the Message • Practice Water Conservation • Reduce Fuel Consumption • Minimize Operational Waste • Implement Energy Conservation • Provide Green Products and Services NAPA Markets and Sells Many Green Initiative Products • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries, remanufactured electrical and steering components	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	See attached GPC Corporate Sustainability Plan. More detail is also available on our Sustainability page at www.genpt.com.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE. However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcewell contract and its members' purchasing goals. Our main distribution and sales channel to Sourcewell members and prospective members will be through our 6,000 retail outlets, 5,000 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones. As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations. Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance. Diversity goes beyond race and gender. It celebrates and values differences in age, outlook, cultural background, lifestyle, and physical ability. We are committed to fostering an environment where everyone can contribute to our collective success. In principle: We want the best person for every position. We want to provide opportunities for diversity of experience and interaction. We want to create an environment of diverse ideas and viewpoints to ultimately arrive at better decisions. Our commitment to Diversity and Inclusion honors the Power of Genuine Talent. Please see our Corporate Sustainability Plan uploaded to the documents section of this proposal for more information on our corporate diversity policies.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NAPA Auto Parts provides a truly unique solution in the aftermarket automotive parts supply industry that benefits Sourcewell members in several ways. First, the NAPA network is comprised of more than 5,000 small businesses that distribute our products nationwide. These are local, taxpaying employees who live and work in member communities and care about supporting their government agencies as much as their government cares about supporting them. Using these small businesses can help Sourcewell members meet their diverse purchasing initiatives across the US and Canada. Next, NAPA has access to more than 465,000 SKUs that cover not just light-duty automotive, but a plethora of other categories that cannot all be found under any other roof. Consolidating a member's supply chain saves them time and money in managing their parts operation. Some unique product and service examples include: • Nearly 5 million SKUs of MRO and Industrial products through our sister company, Motion Industries • NAPA Filters • NAPA Heavy Duty • NAPA Undercar • NAPA Electrical Sales and Under Hood • Martin Senour Paint • Balkamp • NAPA Tools and Equipment • NAPA Brakes • NAPA Heating and Cooling • NAPA TRACS - powerful estimating, technical information and shop management solutions • IBIZ – enterprise/purchasing system integrations and technology solutions • Mitchell 1 and Mitchell On Demand services Additionally, NAPA invests year over year in cutting edge technologies to help us better serve our government customers. Between online cataloging and ordering, digital fulfillment tracking at our distribution centers, reporting customization and more, we are able to use technology to optimize our supply chain and get parts to the customer faster and cheaper. We also take part in technology innovations our customers are implementing, such as the Team Georgia Marketplace. The Team Georgia Marketplace connects the procurement tools of different state agencies all through one application to streamline the purchasing process and NAPA is a valued vendor participating in the initiative. Furthermore, NAPA has more than 10 years of experience partnering with Sourcewell through multiple contracts. We have staff in all 50 states that have been fully trained on the inner workings of Sourcewell contracts, the benefits they provide to Sourcewell members, and how to executive contracts effectively to deliver the best solutions to our customers more quickly than anyone else. Finally, NAPA is the pioneer of the Integrated Business Solutions (IBS) program and exclusive industry leader in the fleet vendor managed inventory industry. Providing additional value added solutions to government fleets across the US and Canada streamline their supply chain, including non-contract products such as OE parts, tires, bulk fluids and more, is one further step that NAPA takes to employ the best practices across the parts industry.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

42	Do your warranties cover all products, parts, and labor?	All products supplied pursuant to an awarded contract are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied pursuant to an awarded contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Proposer will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law. NAPA's warranties cover all products and parts, but not all the labor. Most NAPA manufacturers will reimburse for reasonable labor costs to the extent the damage was solely attributable to a defect in the NAPA product. Each warranty is viewed on a case-by-case basis and, in some cases, labor may not apply. Each one of NAPA 's individual parts warranties is on-line at our two websites (www.napaonline.com and www.napaprolink.com), plus warranty information is provided in the original NAPA packaging.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	NAPA has different warranties for different parts, plus different warranties for different grades of parts. As an example, NAPA utilizes both new and remanufactured components. There will be a different warranty on a new vs. a remanufactured part. The new may have a limited lifetime, whereas the warranty on a remanufactured component may be 2 years/24,000 miles. Certain components, like filters and brake pads have warranties dependent on the level (good, better, best), but might have restrictions that could affect coverage. Example an air filter that was used in a harsh environment, say extremely dusty or in a rugged industrial setting (drilling environment) might be seen as a limitation compared to one that is strictly on road/highway usage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	NAPA's warranties do not have specific coverage that covers the expense of technician's travel time and mileage. However, we will provide a review and attempt to assist a Sourcewell member in working with our manufacturers to determine if the aforementioned expense and individual circumstances warrant such a claim. The defective part and repair information will need to be retained and provided upon request.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	As NAPA is a distributor of automotive parts in the US and Canada and not a manufacturer of those parts, we do not offer any warranty repair service directly through our parts contracts. We do have NAPA AutoCare centers in the US and NAPA AutoPro centers in Canada that perform automotive repairs, but they would not fall under the scope of this proposal.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	One of the key benefits of our program is the tracking and processing of parts manufacturer warranties for our government agencies. NAPA outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers. In the case where NAPA is requested to procure parts from manufacturers outside of the NAPA system, we will work with the Sourcewell member and each individual manufacturer to process warranty claims that arise. As we are not the manufacturer of such parts, though, we do not offer any warranties on them directly.	*
47	What are your proposed exchange and return programs and policies?	NAPA stands behind our products and will accept returns on unused, normally stocked products when packaging is undamaged and the item can be re-inventoried. Special order items may be subject to restocking fees even if the packaging is never opened. Sourcewell members should personally review special orders with their servicing NAPA store to make sure there are no questions regarding pricing, shipping, and delivery.	*
48	Describe any service contract options for the items included in your proposal.	Our proposal is for a parts supply program. Service contract options are available through our Sourcewell NAPA IBS vendor managed inventory contract #110520 – GPC. NAPA is responding only to the parts portion of this RFP.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	NAPA Auto Parts standard payment terms are Net 30 days.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	NAPA does not offer leasing or financing options as part of NAPA's parts supply program.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The order process for this proposal and contract will be determined upon the Sourcewell Member preference. Generally, the majority of orders placed by Sourcewell members will be directed at their local NAPA store. The pathway in which those orders will be received by the NAPA store would be via phone, fax, e-mail, ProLink (www.napaprolink.com), eProcurement integration (EDI or XML) or even a walk in order. Once we receive an order with the appropriate work order or P.O. number, the store is responsible for the parts delivery service requirements of the contract. To ensure contract compliance, the accounts for Sourcewell members are flagged at the NAPA store for transmission to NAPA Headquarters. All resulting invoices from orders are captured at the NAPA Auto Parts store, and the line item detail is transmitted to NAPA Headquarters where the data is rolled up from all the Sourcewell member's invoices into the Sourcewell Major Account. This allows NAPA to report consolidated sales numbers back to Sourcewell on a quarterly basis. NAPA's entire dealer network is included in our response. The individual NAPA Auto Parts Store will process orders as they are fulfilled, and this will be consolidated and reported by NAPA Headquarters to Sourcewell quarterly.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, traditionally NAPA accepts P-card payments from government agencies, where applicable, and does not charge additional fees for using P-cards. We take government p-card security very seriously and are doing several things to protect agencies who elect to use this payment method. When using p-cards, members may be required to obtain tokenization authorization from the store, which verifies the ownership of the card and logs the information and approval to use it for such purchases. Without this tokenization, p-cards may not be accepted by servicing NAPA stores.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAPA's pricing model is a product category discount model off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price. The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US. The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US.	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAPA's proposed average discount percentages range up to 60% off list depending on the product. The attached price files illustrate discount rates for the products covered by our proposal.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically non-standard line items.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question #57, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same. In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges. Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale. NAPA works with our supplier network to provide a delivery method to "Drop Ship". In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members. Offshore shipping will be established as "as needed" and agreed to by the NAPA store and the Sourcewell Member.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	No additional comments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter. Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance. Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter. Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment. Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them. Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials. NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than $1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 465,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently. Our network starts with the 5,000 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,000-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need. Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAPA is able to provide all product categories listed in Table 14B, including: • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Air conditioning, heating, cooling, and climate control	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
67	Alternators, starters, batteries, electrical, and ignition systems	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
68	Bearings - ball and roller	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
69	Belts, hoses, gaskets, and seals	(•) Yes ( ) No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.	
70	Brakes	(•) Yes ( ) No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide.	
71	Bumpers, body, cab, and chassis parts	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
72	Emission and exhaust	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
73	Engine and drive train	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
74	Filters - oil, fuel, air, and transmission	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
75	Oils and lubricants - regular and synthetic	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
76	Pumps - fuel and water	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
77	Safety and security systems	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
78	Interior and exterior parts and accessories	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
79	Lamps, lighting, mirrors, and wiring	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
80	Pumps - fuel and water	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
81	Suspension, shocks, struts, and steering	(•) Yes ( ) No	NAPA carries multiple brands of shocks and Struts for steering components at all NAPA stores	
82	Wipers and washers	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
83	Heating and cooling (engine)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
84	Vehicle paint and primer	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	(•) Yes ( ) No	NAPA sells several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Below are several examples of internal metrics that we will track to optimize our contract growth strategies, if awarded: Overall Contract Member Purchases – our contract reporting system will track overall Sourcewell contract member purchases by agency to ensure contract compliance, contract adoption and overall Sourcewell member satisfaction. Market Coverage – we can identify where we have an active Sourcewell contract presence across our US and Canada markets and pinpoint opportunities for new market growth over the course of the contract. Sourcewell Account Registrations – new Sourcewell member contracts are identified in our reporting system so we can promote growth of the total number of participating entities utilizing the NAPA contract and partnership. Contract Segmentation – we will break out Sourcewell member purchases into industry verticals to identify opportunities to grow in segments where we may be stagnant and develop specific marketing materials to drive new contracts in underutilized categories.	*
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	NAPA does not provide any electronic service programming subscriptions under the scope of this proposal.	*
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Through our Vistex and Qlik reporting software and our dedicated finance, accounting and reporting teams at NAPA headquarters and locally in our operations, NAPA provides customized reporting for hundreds of government and private sector customers on a quarterly basis or as needed by the Sourcewell member, generally within 30 to 45 days after a quarter has ended. Reporting is customizable for each member, so NAPA remains flexible in the format and timing of reporting to meet each customer's needs on a case-by-case basis; the reporting described above is the standard base level that NAPA provides. On an ad-hoc basis, NAPA can provide a specific Sourcewell member with SKU-level data over a specific timeframe and our team is also available to provide an in-depth spending analysis comparing them to other government agencies of similar size and makeup.	*
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	Our NAPA parts catalog, consisting of more than 465,000 SKUs, is all available online to Sourcewell members. The following are a few of the most common digital methods used to order from us: • NAPA Prolink: NAPA Prolink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. • Enterprise E-Procurement/Punchout: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products. There is no fee associated with the use of NAPA's online cataloging or NAPA Prolink. Enterprise software integrations, if required by the customer, could have nominal costs that are negotiated on a case-by-case basis before implementing any solutions.	*
90	Identify the vehicle makes for which your offered parts are used.	NAPA provides replacement parts for all light- and heavy-duty makes and models across the US and Canada.	*
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	NAPA provides replacement parts for all engine types across the US and Canada.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Question #9 - Genuine Parts Company 2019 Annual Report.pdf - Wednesday March 24, 2021 12:26:37
- Marketing Plan/Samples - Question #32 - Marketing Materials.pdf - Wednesday March 24, 2021 12:27:31
- WMBE/MBE/SBE or Related Certificates - Question #39 - Corporate Sustainability Plan.pdf - Wednesday March 24, 2021 12:29:32
- Warranty Information (optional)
- Pricing - Pricing - US 9074 & Canada.pdf - Wednesday March 24, 2021 12:29:47
- Upload Additional Document - Question #36 - Autotech Training Brochures.pdf - Wednesday March 24, 2021 12:30:11

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jett Kuntz, Vice President NAPA Fleet and IBS, Genuine Parts Company dba NAPA Auto Parts

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	☑	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	☑	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	☑	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	☑	2

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-130

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **WHITING SYSTEMS INC. (PURCHASE AGREEMENT):**

RECOMMENDATION:
A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND PURCHASE VEHICLE WASH CHEMICALS FROM THE SUPPLIER, WHITING SYSTEMS INC. FOR THE DURATION OF THE CAR AND TRUCK WASH EXTENDED WARRANTY THROUGH 05/15/2026 WITH ANY ADDITIONAL EXTENDED WARRANTIES PROVIDED.

BACKGROUND:
The City Council approved the purchase of Car Wash Chemicals from Whiting Systems Inc. in April of 2021 in Resolution 107-21. After going through the Houston - Galveston Area Council (HGAC), we were notified that the chemicals were unpublished items and could not be more than 25% of the base total price of the order. The use of the chemicals not made and sold by Whiting Systems, Inc. will void the warranty which began March 16, 2021 and will continue now through May 15, 2026.

DISCUSSION:
Whiting Systems, Inc. provided the City with written notification that not only will the warranty be affected by the use of another manufacturers chemicals, but that they would extend the warranty for an additional two years, now totaling a 60-month warranty period. Staff requests authority to purchase in various quantities vehicle wash chemicals within our approved annual operating budget for the duration of the car wash warranty through March 15, 2026.

BUDGET/STAFF IMPACT:
Funds for the acquisition of car wash chemicals have been budgeted in Fleets annual operating budget.

ATTACHMENTS: SRF (#3), City of Fayetteville Truck Wash-Extended Warranty (#4), Whiting-Systems (#5), Amendment 1-Whiting Systems, Inc (#6), Amendment 2 contract extension FL03-21-Whiting Systems, Inc (#7), Amendment 3 contract extension-Whiting Systems, Inc (#8), Ordinance 6458 (#9)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-130

WHITING SYSTEMS INC. (PURCHASE AGREEMENT):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF VEHICLE WASH CHEMICALS FROM WHITING SYSTEMS INC. ON AN AS-NEEDED BASIS THROUGH MAY 15, 2026

WHEREAS, on April 6, 2021, the City Council approved Resolution 107-21 and authorized the purchase of Car Wash Chemicals from Whiting Systems Inc. because the use of the chemicals not made and sold by Whiting Systems Inc. would void the Fleet Division car wash warranty; and

WHEREAS, Whiting Systems, Inc. has agreed to extend the warranty for an additional two years and the Fleet Division will be required to purchase Whiting Systems products through May 15, 2026, to keep the warranty.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of vehicle wash chemicals from Whiting Systems Inc. on an as-needed basis for the duration of the car and truck wash extended warranty through May 15, 2026.

City of Fayetteville Staff Review Form

2024-130

Item ID

6/4/2024

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

Ross Jackson	5/16/2024	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND PURCHASE VEHICLE WASH CHEMICALS FROM THE SUPPLIER, WHITING SYSTEMS INC. FOR THE DURATION OF THE CAR AND TRUCK WASH EXTENDED WARRANTY THROUGH 05/15/2026 WITH ANY ADDITIONAL EXTENDED WARRANTIES PROVIDED.

Budget Impact:

9700.770.1910-5203.00	Shop
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	61,000.00
		Expenses (Actual+Encum)	$	40,436.92
		Available Budget	$	20,563.08
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	20,563.08

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

Effective Date	5/15/2024
Sales Rep	Kenny Boardman
Bill To	City of Fayetteville Attn: Sara Glenn 113 W Mountain St Fayetteville AR 72701
Ship To	City of Fayetteville 1525 S Happy Hollow Rd Fayetteville AR 72727

WHITING SYSTEMS, INC.
9000 HWY 5 N, Alexander AR 72002
www.whitingsystems.com
800-542-9031

EXTENDED WARRANTY

Providing the Best Overall Value: Cost – Quality – Time

HGAC contract FL03-21

To Be Supplied By Whiting Systems:

- Offsite Diagnostics of the Truck Wash System at No Charge
- WSI Driver Delivery Checklist – light PM every time.
- Verification of proper equipment operation and recommended steps to maintain.
- Periodic preventative maintenance visits w/checklists at no charge.
- 20% Discount on WSI chemicals purchased for supporting automatic wash operations.
- 10% Discount on WSI Parts as needed outside of provisions of the agreement.
- 10% Discount on WSI Labor when needed outside of the provisions of this agreement
- No Charge for WSI programming for updates as fleet requirements change.
- Dedicated service phone support for technical, operational and repair requirements.
- Priority service scheduling, Troubleshooting: 7am-7pm
- Weekly maintenance checklist for site personnel use.
- Recommendations to maintain wash system operations as new.
- Dedicated Account Manager to provide point of contact and support.
- Regular contact to track usage and maintain acceptable level of cleaning solution on hand to provide uninterrupted equipment operation.
- Materials and cleaning solutions invoiced as replenished.

To Be Supplied By Customer:

- Client or their representative to provide one ”Go To Person” for the weekly bay maintenance, minor troubleshooting and site assistance. Customer is responsible for spare parts kit. Weekly maintenance checklist to be provided by WSI.
- Only Whiting Systems detergents to be used in Wash Bay.
- All utilities and connections with open port and dedicated IP address for data communications.
- Electrical, Mechanical, Plumbing and heat required for ongoing equipment operation.
- Maintenance and pump out of in ground separator and reclaim tank as required.
- Salt for Water Softener as required.
- Routine periodic maintenance to system, assistance with troubleshooting.

Product	Line Item Description
Extended Warranty - Parts and Labor for the automatic truck washing equipment.	2 Years 5/15/24 to 5/15/26
Chemical Discount	20%
SmartWash Brilliance	$7.16 per gallon
SmartWash SmartBrite	$7.96 per gallon
SmartWash Dri Wax, 55 gallon drum	$236.00 per drum

Prices shown for chemical are current discounted rate.

**After the initial term expires, and a termination notice is not provided by either party in writing the agreement automatically renews in 12 month terms.*

Whiting Systems Inc _____ *Customer* _____

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Whiting Systems, Inc., hereinafter referred to as the Contractor, having its principal place of business at 9000 Highway 5 North, Alexander, AR 72002.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

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ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

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NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Mar 01 2021 and ends Feb 28 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any

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subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

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Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

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notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

DocuSign Envelope ID: 28FEA740-24BF-429C-A5D1-57C97B02090B

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

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ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

DocuSign Envelope ID: 28FEA740-24BF-429C-A5D1-57C97B02090B

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and

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policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

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ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable.

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For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement (“Agreement”) between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

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Whiting Systems, Inc.

Signature DocuSigned by: Russ Whiting 1D2F8161EB6D460...

Name Russ Whiting

Title President

Date 3/2/2021

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 3/2/2021

DocuSign Envelope ID: 28FEA740-24BF-429C-A5D1-57C97B02090B

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA) with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

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ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

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d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

DocuSign Envelope ID: 28FEA740-24BF-429C-A5D1-57C97B02090B

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

DocuSign Envelope ID: 28FEA740-24BF-429C-A5D1-57C97B02090B

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ‘‘Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

DocuSign Envelope ID: 28FEA740-24BF-429C-A5D1-57C97B02090B

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

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every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

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ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Attachment A
Whiting Systems, Inc.
Fleet Services Equipment
Contract No. FL03-21

Applicable items are the catalogs listed in the table below, as well as any pricing documents included in the awardee's bid response.

Product Code	Manufacturer	Description	Specific System / Solution Price
F: Vehicle Wash Systems			
FL21F25	Whiting Systems	SmartWash Supra Wash System: Automatic three-brush roll-over type system (traveling gantry over standing vehicle on surface mounted tracks); selectable programs: front, roof, rear and sides; applications: cars, trucks, buses, tractor-trailers, trucks up to 13'6"; two side brushes, one top brush, and eleven rotating motor driven spinners; pre-soak, final rinse arch; photo eye activation/de-activation	$195,591
FL21F26	Whiting Systems	SmartWash Storm Wash System: Automatic touch-free roll-over blaster system; applications: standard and irregular shaped cars and trucks up to 13'6"; side and top mounted high pressure nozzles; floor mounted gantry tracks	$146,704
FL21F27	Whiting Systems	Sprite Drive-Thru Fleet Washer System: Two-step system (wash step, rinse step): fully automatic, with manual override; front, side, and rear washing; applications: heavy duty cleaning on large trucks and trailers and similarly dimensioned equipment up to 13'6"; infrared fiber optic beams, starters, and overloads	$122,639
FL21F28	Whiting Systems	Sprite Drive-Thru Fleet Washer System: Single-step system (single wash-rinse design): fully automatic, with manual override; front, side, and rear washing. applications: heavy duty cleaning on large trucks and trailers and similarly dimensioned equipment up to 13'6"; infrared fiber optic beams, starters, and overloads	$106,111

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FL21F29	Whiting Systems	SmartWash Super Scout System: Fully automatic three-brush roll-over type system (traveling gantry over standing vehicle on surface mounted tracks); selectable programs: front, roof, rear and both sides; applications: cars and small trucks, buses, tractor-trailers, large trucks up to 13'6"; two side brushes, one top brush; pre-soak, final rinse arch; photo eye activation/de-activation	$167,615
FL21F30	Whiting Systems	SmartWash Scout System: All-electric 3-brush roll-over system applications: standard size cars and light trucks, including buses, and larger trucks up to 12'; floor mounted tracks; two step wash-rinse design	$105,667

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AMENDMENT No. 1 to CONTRACT No. FL03-21

For

Fleet Services Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Whiting Systems, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Clarifies Articles 26, 27, and 28 in Special Provisions of the above referenced Agreement (# 6312) should read as follows:

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of $150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative

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Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 12/7/2021

Signed for: **Whiting Systems, Inc.**

DocuSigned by:
Russ Whiting
1D2F8161EB6D460...

Printed Name & Title: Russ Whiting President

Date: 11/30/2021

DocuSign Envelope ID: BEE0FCFD-140C-4271-8F7F-5D5E4FFACF09

AMENDMENT No. 2 to CONTRACT No. FL03-21
For
Fleet Services Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Whiting Systems, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through February 28, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 2/22/2023

Signed for: **Whiting Systems, Inc.**

DocuSigned by:
Russ Whiting
1D2F8161EB6D460...

Printed Name & Title: Russ Whiting President

Date: 2/22/2023

DocuSign Envelope ID: 07364C1F-A18C-4475-9277-B57D2F97F5AF

AMENDMENT No. 3 to CONTRACT No. FL03-21
For
Fleet Services Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Whiting Systems, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through February 28, 2025 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 2/14/2024

Signed for: **Whiting Systems, Inc.**

DocuSigned by:
Russ Whiting
1D2F8161EB6D460...

Printed Name & Title: Russ Whiting President

Date: 2/13/2024

Revised 6.1.18

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Ordinance: 6458

File Number: 2021-0502

WHITING SYSTEMS, INC. :

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF CAR WASH CHEMICALS FROM THE SUPPLIER WHITING SYSTEMS, INC. IN VARIOUS QUANTITIES THROUGH MARCH 16, 2024

WHEREAS, on May 7, 2019, the City Council passed Resolution 115-19 to approve a Contract with Whiting Systems, Inc. to supply and install the equipment for the Fleet Wash Facility; and

WHEREAS, on April 6, 2021, the City Council passed Resolution 107-21 authorizing the purchase of car wash chemicals from Whiting Systems, Inc., pursuant to a Houston - Galveston Area Council (HGAC) cooperative purchasing contract, but the City was later notified that the chemicals were unpublished items and could not be more than 25% of the base total price of the order; and

WHEREAS, Whiting Systems, Inc. provided the City with written notification that the use of another manufacturer's chemicals could void the fleet wash facility warranty and offered to extend the warranty for an additional two years, through March 16, 2024, if the City purchases and uses Whiting Systems chemicals.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and approves the purchase of car wash chemicals from Whiting Systems, Inc. in various quantities through March 16, 2024.

PASSED and APPROVED on 7/20/2021

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

Text File

File Number: 2021-0502

Agenda Date: 7/20/2021 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C.1

WHITING SYSTEMS, INC. :

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF CAR WASH CHEMICALS FROM THE SUPPLIER WHITING SYSTEMS, INC. IN VARIOUS QUANTITIES THROUGH MARCH 16, 2024

WHEREAS, on May 7, 2019, the City Council passed Resolution 115-19 to approve a Contract with Whiting Systems, Inc. to supply and install the equipment for the Fleet Wash Facility; and

WHEREAS, on April 6, 2021, the City Council passed Resolution 107-21 authorizing the purchase of car wash chemicals from Whiting Systems, Inc., pursuant to a Houston - Galveston Area Council (HGAC) cooperative purchasing contract, but the City was later notified that the chemicals were unpublished items and could not be more than 25% of the base total price of the order; and

WHEREAS, Whiting Systems, Inc. provided the City with written notification that the use of another manufacturer's chemicals could void the fleet wash facility warranty and offered to extend the warranty for an additional two years, through March 16, 2024, if the City purchases and uses Whiting Systems chemicals.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and approves the purchase of car wash chemicals from Whiting Systems, Inc. in various quantities through March 16, 2024.

City of Fayetteville Staff Review Form

2021-0502

Legistar File ID

7/20/2021

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

Sara Glenn	6/30/2021	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

An ordinance to authorize the purchase of a car wash chemicals from the Supplier, Whiting Systems, Inc. for the duration of the warranty.

Budget Impact:

9700.770.1910-5203.00	Shop
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	79,281.00
		Funds Obligated	$	33,063.62
		Current Balance	$	46,217.38
Does item have a cost?	Yes	Item Cost	$	38,000.00
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	8,217.38

V20210527

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments: The Item Cost listed above has been estimated with the assistance from the manufacturer. In future years, with a record of actual usage this will be more accurate.

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF JULY 20, 2021

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Sara Glenn, Fleet Operations Superintendent

DATE: June 30, 2021

SUBJECT: Bid Waiver for car wash chemicals

RECOMMENDATION:
An ordinance to authorize the purchase of a car wash chemicals from the supplier, Whiting Systems, Inc. for the duration of the warranty.

BACKGROUND:
The City Council approved the purchase of Car Wash Chemicals from Whiting Systems Inc. in April of 2021 in Resolution 107-21. After going through the Houston – Galveston Area Council (HGAC), we were notified that the chemicals were unpublished items and could not be more than 25% of the base total price of the order. The use of the chemicals not made and sold by Whiting Systems, Inc. will void the warranty which began March 16, 2021.

DISCUSSION:
Whiting Systems, Inc. provided the City with written notification that not only will the warranty be affected by the use of another manufacturers chemicals, but that they would extend the warranty for an additional two years, for a 36-month total warranty period. Staff requests authority to purchase in various quantities within budgeted amounts for the duration of the warranty through March 16, 2024.

BUDGET/STAFF IMPACT:
For the first year, the amount of chemicals that will be needed and used have been estimated with the manufacturer's assistance. In Fleet's overall budget we estimate that the savings of the monthly expense of the outside car wash, the ample repair cost and water inefficiencies of the truck wash will largely make up the cost of these chemicals.

Attachments:
Whiting Systems Warranty Letter

Whiting Systems, Inc.
9000 Highway 5 North
Alexander, AR 72002
501-847-9031

June 22, 2021

Les McGaugh
Support Manager
Fleet Services
1525 S. Happy Hollow Rd.
City of Fayetteville, Arkansas 72701

Dear Les:

We are writing to provide you information concerning your wash system warranty and the use of Whiting approved products in the systems.

The wash system comes with a standard 12-month factory warranty. The warranty start date for your system began March 16, 2021.

Factory warranty may be affected when unapproved products are used through the wash system. This includes but not limited to, lubricants, cleaning detergents, etc.

Whiting Systems provides an extended 36-month factory warranty for your wash system when Whiting Systems cleaning detergents are exclusively used through the wash system.

Whiting Systems manufactures its own line of cleaning detergents. The WSI chemistry department formulates proprietary cleaners specifically designed for our wash application. WSI products achieve maximum results without the use of harsh or damaging materials through your system.

Whiting Systems has 45 years of experience providing wash programs focused on wash time, wash cost, and wash quality.

We are excited about the opportunity to serve your wash needs, especially with WSI being an Arkansas company. Please let us know if you need further information concerning your wash system.

Best Regards,

Greg Jenkins
Senior Vice President

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-131

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Bid 24-33 Jack Tyler Engineering – Noland IPS02 Submersible Pump**

RECOMMENDATION:
Staff recommends approving Bid 24-33 and authorizing the purchase of a submersible pump in the amount of $85,770.04 plus applicable taxes and freight charges from Jack Tyler Engineering, Inc. to be used at the Influent Pump Station No. 2 at Noland Water Resource Recovery Facility.

BACKGROUND:
Noland Water Resource Recovery Facility has two Influent Pump Stations (IPS), known as IPS01 and IPS02. IPS01 has six (6) dry-pit submersible pumps. IPS02 has three (3) wet well submersible pumps. Two of the IPS02 pumps are run from VFD's to maintain a predetermined wet well elevation, and the third pump is run off a Soft Start as a backup. These pumps run continuously, maintaining flow through the treatment facility.

DISCUSSION:
Pump No. 1 in IPS02 is the original pump from the Noland 2007 upgrade. It has been pulled for repair 4 times in the last 6 years. These repairs range from $30,000 to $40,000.

The City solicited formal bids for replacing Pump No. 1 at IPS02. Jack Tyler Engineering was the only bidder and meets the specifications required for the pump replacement. Staff recommends approving the purchase of a submersible pump in the amount of $85,770.04 plus applicable taxes and freight charges.

BUDGET/STAFF IMPACT:
Funds are available in the Plant Pumps and Equipment – WWTP account within the Water & Sewer fund.

ATTACHMENTS: SRF (#3), Bid 24-33, Bid Tab - Final (#4), Bid 24-33, Submittal - Jack Tyler Engineering - E (#5)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-131

Bid 24-33 Jack Tyler Engineering – Noland IPS02 Submersible Pump

A RESOLUTION TO AWARD BID #24-33 AND AUTHORIZE THE PURCHASE OF A SUBMERSIBLE PUMP IN THE AMOUNT OF $85,770.04.00 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM JACK TYLER ENGINEERING, INC. TO BE USED AT THE NOLAND WATER RESOURCE RECOVERY FACILITY

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #24-33 and authorizes the purchase of a submersible pump in the amount of $85,770.04 plus applicable taxes and freight charges from Jack Tyler Engineering, Inc. to be used at the Noland Water Resource Recovery Facility.

City of Fayetteville Staff Review Form

2024-131

Item ID

6/4/2024

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

Tim Nyander	5/16/2024	WASTEWATER TREATMENT (730)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approving Bid 24-33 and authorizing the purchase of a submersible pump in the amount of $85,770.04 plus applicable taxes and freight charges from Jack Tyler Engineering, Inc. to be used at the Influent Pump Station No. 2 at Noland Water Resource Recovery Facility.

Budget Impact:

5400.730.5800-5801.00	Water & Sewer
Account Number	Fund
02069.1	Plant Pumps and Equipment - WWTP
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,622,210.00
		Expenses (Actual+Encum)	$	571,172.59
		Available Budget	$	1,051,037.41
Does item have a direct cost?	Yes	Item Cost	$	95,230.12
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	955,807.29

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments: Freight is estimated at $1,000.00 and taxes are estimated at $8,460.08 for an estimated total of $95,230.12.

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 24-33, Noland IPS Pump #2

DEADLINE: Tuesday, March 30, 2024 at 2:00 PM

				JACK TYLER ENGINEERING INC
			TOTAL	$85,770.04
Line #	Description	QTY	UOM	Unit
1	Submersible Non-Clog Wastewater Pump	1	EA	$85,770.04

Kenny Fitch, Purchasing Agent 4/30/24

Amanda Beilfuss, Sr. Purchasing Agent 4/30/24

Bid 24-33 Addendum 2
JACK TYLER ENGINEERING INC
JACK TYLER ENGINEERING INC
Supplier Response

Event Information

Number: Bid 24-33 Addendum 2
Title: Noland IPS Pump #2
Type: Invitation to Bid
Issue Date: 4/7/2024
Deadline: 4/30/2024 02:00 PM (CT)
Notes: The City of Fayetteville is seeking bids from qualified vendors for the purchase of one (1) submersible non-clog wastewater pump. This bid is for the purchase of equipment only; installation will be the responsibility of the City. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Contact Information

Contact: Kenny Fitch Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: kfitch@fayetteville-ar.gov

JACK TYLER ENGINEERING INC Information

Address: 6301 S. University
LITTLE ROCK, AR 72209
Phone: (501) 562-2296
Fax: (501) 562-4273
Toll Free: (800) 562-2296
Web Address: jteng.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Mariah Qualls
Signature

mqualls@jteng.com
Email

Submitted at 4/30/2024 11:26:16 AM (CT)

Supplier Note

**attach customer supplied KSB discharge flange

Requested Attachments

Bid 24-33, Bid Form and Signature Pages Bid Submission.pdf

Please attach your signed, completed form. This can be found in the 'Attachments' tab.

Bid Attributes

1	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☑ Yes ☐ No
2	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing. ☑ Yes ☐ No
3	**Addendum Acknowledgement:** By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid. ☑ I agree

Bid Lines

1	Submersible Non-Clog Wastewater Pump					
	Quantity: 1	UOM: EA	Price:	$85,770.04	Total:	$85,770.04

Response Total: $85,770.04

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 24-33, Noland IPS Pump #2
DEADLINE: Tuesday, April 30, 2024 before 2:00 PM, Local Time
PURCHASING AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 04/07/2024

INVITATION TO BID
Bid 24-33, Noland IPS Pump #2

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged.

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

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 Division.

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 24-33, Noland IPS Pump #2

The City of Fayetteville is seeking bids from qualified vendors for the purchase of one (1) submersible non-clog wastewater pump. These bids are for the purchase of equipment only; installation will be the responsibility of the City. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Tuesday, April 30, 2024 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the time stated. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at https://www.youtube.com/user/cityoffayettevillear. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.

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

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.

Any bidder providing a service shall be registered with the Arkansas Secretary of State before the bid deadline. The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Kenny Fitch, Purchasing Agent
P: 479.575.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 04/07/2024
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $178.98.

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- Bid Attributes
- Bid Line Items – Bidders shall bid on all line items and not submit partial bids
- Response Attachments
    - Required Bid Form (this form, completed in its entirety)

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.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. Bidder 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(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.

3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

4. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

5. Bidder, as an officer of their organization, or per the attached letter of authorization, is duly authorized to certify the information provided herein is accurate and true.

6. 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.

7. 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): _____

   _____

8. 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.

9. As s 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: Jack Tyler Engineering, Inc.

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Jack Tyler Engineering

*BUSINESS ADDRESS: 6301 S University Ave

*CITY: Little Rock *STATE: AR *ZIP: 72209

*PHONE: 501-562-2296 FAX: _____

*E-MAIL: mquaas@jteng.com

*BY: (PRINTED NAME) Mariah Quaas

*AUTHORIZED SIGNATURE: Mariah Quaas

*TITLE: Bid Coordinator

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 710833610

Acknowledge Addendums:

Addendum No. 1 Dated: 4/26/24 Acknowledged by: Mariah Quaas

Addendum No. 2 Dated: 4/30/24 Acknowledged by: Mariah Quaas

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

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. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at https://www.youtube.com/user/cityoffayettevillear. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.

d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Office at 479.575.8256 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 Kenny Fitch, 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. **WITHDRAWL 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) 575-8256 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. 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.

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. CERTIFICATE OF INSURANCE

The successful bidder shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor 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.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	$250,000 each person $500,000 aggregate
Property Damage Liability:	$100,000 aggregate

26. 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 Bidder in responding to this solicitation 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 Bidder for any expense so incurred, regardless of whether or not the submittal 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 Kenny Fitch immediately via telephone (479.575.8258) or e-mail (kfitch@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 Kenny Fitch, City of Fayetteville, Purchasing Agent via e-mail (kfitch@fayetteville-ar.gov) or telephone (479.575.8258). 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.

27. ATTACHMENTS TO BID DOCUMENTS: N/A

ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATIONS" SECTION WITH BID. FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATIONS" FORM IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

BIDDING REQUIREMENTS:

- NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER: When given a specification option containing a blank (example a.___), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified. *Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.*

- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. **GENERAL –**
   - **1.1** It is the intent of the following specifications to describe a centrifugal, submersible non-clog wastewater pump.
   - **1.2** All unit(s) bid shall meet or exceed the minimum requirements, or they will be deemed incomplete and will not be considered for bid award.
   - **1.3** All specifications written are to minimums, unless otherwise noted.
   - **1.4** Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
   - **1.5** This bid is for equipment only. Installation shall be the responsibility of the City.
   - **1.6** A list containing a minimum of three (3) users/references shall accompany this bid to qualify as a responsible bidder. Listing shall contain company, primary contact name, e-mail, phone number, and date of purchase. Users/references shall have had similar equipment purchased within the past five (5) years.
2. **MANUFACTURER/MODEL –**
   - a. ✓ The pump shall be a close coupled, single stage centrifugal design capable of handling wastewater.
   - b. ✓ The pump shall be capable of operating in a continuously submerged condition.
   - c. X The pump shall be equipped with at least 74 horsepower, submersible electric motor connected for operation on 460 volts, 3 phases, and 60 hertz.
   - d. ✓ The pump shall be equipped with 35 feet of stainless-steel lifting chain.
   - e. ✓ The pump shall be capable of operating in depths up to 55 feet.
   - f. ✓ The motor shall be explosion proof according to CSA Class 1 Division 1 conditions.
   - g. ✓ The motor shall have thermal protection.
   - h. ✓ The motor shall have internal moisture sensors.
   - i. X The pump shall be equipped with a 12" discharge flange and claw to match the existing KSB flange and rail system.

attatch customer supplied KSB discharge flange

3. **TECHNICAL SPECIFICATIONS –**
   a. ✓ The pump shall be capable of delivering 4950 GPM at a 40 ft total dynamic head.
   b. ✓ The pump shall be capable of operating at 1,200 RPM.
4. **WARRANTY –**
   a. ✓ The warranty shall begin at the time the pump is installed.
   b. ✓ Pump shall be provided with a prorated 60-month (5 year) warranty against defects in materials and workmanship.
   c. ✓ The warranty shall be the latest revision in printed form and previously published as the manufacturer's standard warranty for all similar manufactured units.
   d. ✓ A certificate shall be provided to the City of Fayetteville with the local contact information and effective start-up date.

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3014194

DATE (MM/DD/YYYY): 3/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	**CONTACT NAME:** 888-828-8365 **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** INSPERITYCERTS@LOCKTONAFFINITY.COM
INSURED **JACK TYLER ENGINEERING INCORPORATED** **6301 S UNIVERSITY AVE** **LITTLE ROCK, AR 72209-2143**	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Indemnity Insurance Co. of North America — 43575 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C55796956	10/1/2023	10/1/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF FAYETTEVILLE
113 WEST MOUNTAIN STREET
FAYETTEVILLE, AR 72701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mary Jo Zakrzewski	
Parsons Insurance 124 W. Capitol Ave. Suite 1500 Little Rock AR 72201	PHONE (A/C, No, Ext): (501) 621-5918	FAX (A/C, No):
	E-MAIL ADDRESS: mj@parsons-ins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	012831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Jack Tyler Engineering Incorporated
J. Tyler Construction, LLC
6301 South University Ave.
Little Rock AR 72209

COVERAGES **CERTIFICATE NUMBER:** 23/24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability Included [X] XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			HLM51CL0621816-05	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			HLM51CL0621816-05	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			HLM51CL0621816-05	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Installation Floater			HLM51CL0621816-05	10/01/2023	10/01/2024	$10,000 Limit $1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Fayetteville
113 W. Mountain St.
Fayetteville AR 72701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bid 24-33, Addendum 1

Date: Friday, April 26, 2024

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 24-33, Noland IPS Pump #2

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

- QUESTION: Can Fayetteville provide the 12" discharge flange and claw from the existing failed KSB pump for adaptation to a new pump?
    - ANSWER: Yes, the existing 12” discharge flange and claw can be provided for adaptation to a new pump.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

Bid 24-33, Addendum 2

Date: Tuesday, April 30, 2024

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 24-33, Noland IPS Pump #2

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

- CLARIFICATION:
  - All the bid documents reference this bid being for the purchase of **one (1)** submersible non-clog wastewater pump. There was an error on the line items listing the quantity as two (2). The error was corrected on the line item to match the bid documents. The intention of this bid is to purchase one pump.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

JACK TYLER
ENGINEERING
INCORPORATED

BID:

Bid 24-33, Noland IPS Pump #2

ENGINEERED SOLUTIONS FROM PEOPLE WHO CARE

6301 S University Ave., Little Rock, AR 72209

PH: (501) 562.2296 **www.jteng.com**

Tuesday, April 30, 2024

To: City of Fayetteville

Subject: 011624MQA Scope of Supply

Bid Date: April 30, 2024

Addendum Acknowledgement:
Addendum 1: April 26, 2024
Addendum 2: April 30, 2024

Jack Tyler Engineering, Inc. is pleased to offer the following items for your inclusion in the above referenced project. If you would like us to supply any items not listed below, please inform us as soon as possible. Please continue reading below for our detailed scope of supply. We look forward to working with you.

Line Item #1 – Submersible Non-Clog Wastewater Pump

Qty	Description
1	Flygt NX 3301 70HP 460/3, FM, 626 Imp
1	Mini CAS Relay
1	Socket
35	Chain, 5/8", Type 316 SS
2	Shackle, Screw Pin, 5/8"
1	Freight

Item Price: $85,770.04
APPLICABLE TAXES ARE NOT INCLUDED IN QUOTED PRICE
DELIVERY: 14-16 WEEKS AFTER APPROVED SUBMITTALS

ATTACH CUSTOMER SUPPLIED KSB DISCHARGE FLANGE

Respectfully Submitted,

Mariah Qualls
Bid Coordinator
Jack Tyler Engineering, Inc.

JACK TYLER ENGINEERING, INCORPORATED

6301 S. UNIVERSITY AVENUE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

STATEMENT OF TERMS AND CONDITIONS

TERMS/PAYMENTS: Our terms of payment are net cash 15 days from date of the invoice subject to Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16%on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.

SHIPMENT: The date of shipment is subject to our receiving your order with complete information at our office, final approval of any prints or drawings as may be required, credit approval, and the acceptance of your order by the company. Freight Charges are not included in the quoted price.

EXPIRATION: Quotation expires 30 days from the date of proposal and, in the interim, is subject to change without notice.

TAXES: Unless otherwise stated in the proposal, the prices quoted herein are exclusive of all sales, use and similar taxes and, wherever applicable, such taxes will be added to the invoice as separate items.

RETURNS/REFUNDS: Items wished to be returned are subject to prior approval and must be accompanied by a Return Merchandise Authorization (RMA). Items returned without proper approval and/or paperwork will be returned to the customer at their expense. Returns past 30 days of initial receipt will not be accepted.

All returned items are subject to a restocking fee. The customer's credit will be equal to the credit Jack Tyler Engineering, Inc. receives from the vendor, minus orginal freight and freight back to the vendor. Please note that all items must be returned to JTEI, who will return the item to the vendor. Credit will only be issued once JTEI receives credit from the vendor.

SPECIAL NOTE:

THIS PROPOSAL IS BASED ON CURRENT PRICES. EQUIPMENT IS SUBJECT TO THE SAME PERCENTAGE INCREASE AS MADE BY OUR SUPPLIERS AND THE INVOICE WILL REFLECT PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS SPECIFICALLY EXCEPTED. **WE WILL NOT ACCEPT RETAINAGE ON ANY OF OUR INVOICES!**

******* A $50.00 minimum order charge will apply *******

WARRANTY:

"The products sold by Jack Tyler Engineering, Inc. hereunder are manufactured by others, and the only warranties that apply to these products are those of the manufacturer of the products which can be passed on by Jack Tyler Engineering, Inc. to its customers. No other warranty of any kind is given in connection with the sale of any of the above products, and JACK TYLER ENGINEERING, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RESPECTING THESE PRODUCTS. Jack Tyler Engineering, Inc. shall not be liable in connection with the sale of the above products for any incidental or consequential damages of any kind."

An electronic copy of the latest version is available online at www.jteng.com.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-132

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **J.R. Stewart Pump & Equipment, Inc. – Parts for Cornell Pump for Hamestring Sewer Lift Station**

RECOMMENDATION:
Staff recommends approval of the purchase of parts for a pump at the Hamestring sewer lift station from J.R. Stewart Pump & Equipment, Inc. in the amount of $49,555.71 plus applicable taxes and freight charges.

BACKGROUND:
The Hamestring sewer lift station experienced a pump failure recently, and the pump was sent to Jack Tyler Engineering for a damage inspection. It was determined that a full pump rebuild is needed. It is a Cornell brand pump, and Jack Tyler Engineering is not the authorized distributor of Cornell pump parts for municipal sales. J.R. Stewart Pump & Equipment is the only authorized distributor of Cornell pump parts for municipal applications.

Jack Tyler Engineering can still perform the pump repair, but they cannot sell the City the parts. Their repair on the pump will still come with a standard warranty, but the City has to order the parts from J.R. Stewart first. The repair service for the pump will be a separate PO for Jack Tyler Engineering after we receive the parts from J.R. Stewart pending City Council approval.

DISCUSSION:
J.R. Stewart provided a quote for the required parts to repair the Cornell pump for Hamestring sewer lift station in the amount of $49,555.71 plus freight and taxes. Freight is estimated at $1,000.00 and taxes are estimated at $4,929.18 for an estimated total of $55,484.89. Staff recommends approval of a bid waiver resolution to order the Cornell pump parts from J.R. Stewart so we can have Jack Tyler Engineering continue with the pump repair.

BUDGET/STAFF IMPACT:
Funds are available in the WWTP Upgrade/Replace Lift Stations account.

ATTACHMENTS: SRF (#3), Quote from J.R. Stewart (#4)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-132

J.R. Stewart Pump & Equipment, Inc. – Parts for Cornell Pump for Hamestring Sewer Lift Station

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF PARTS FOR A PUMP AT THE HAMESTRING SEWER LIFT STATION IN THE AMOUNT OF $49,555.71 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM J.R. STEWART PUMP & EQUIPMENT INC.

WHEREAS, the Hamestring sewer lift station experienced a pump failure recently and it was determined that a full pump rebuild is needed; and

WHEREAS, the pump is a Cornell brand pump and J.R. Stewart Pump & Equipment is the only authorized distributor of Cornell pump parts for municipal applications.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of parts for a pump at the Hamestring Sewer Lift Station in the amount of $49,555.71 plus applicable taxes and freight charges from J.R. Stewart Pump & Equipment Inc.

City of Fayetteville Staff Review Form

2024-132

Item ID

6/4/2024

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

Tim Nyander	5/16/2024	WASTEWATER TREATMENT (730)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of the purchase of parts for a pump at the Hamestring sewer lift station from J.R. Stewart Pump & Equipment, Inc. in the amount of $49,555.71 plus applicable taxes and freight charges.

Budget Impact:

5400.730.5800-5414.00	Water & Sewer
Account Number	Fund
02068.1	WWTP Upgrade/Replace Lift Stations
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,007,764.00
		Expenses (Actual+Encum)	$	373,478.82
		Available Budget	$	**634,285.18**
Does item have a direct cost?	Yes	Item Cost	$	55,484.89
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**578,800.29**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments: Freight is estimated at $1,000.00 and taxes are estimated at $4,929.18 for an estimated total of $55,484.89.

J.R. STEWART PUMP & EQUIP INC,
313 S.Second St West MEMPHIS AR
Office (870)-735-2484 Fax (870)-735-0763

Timothy Marr

City of Fayetteville

12NHG28-F20TB

SN 145781 22.06

1 AC20815-15-sg

SLV 4.00x3.50x5.75(400-500 BHN). **$3,996.00** 2 DAYS LEAD TIME

2 A15010D-40

Seal 4002S NC **$3,887.00**. 2DAYS LEAD TIME

3 A15251V-59-EB

O-Ring 3.50x3.75x.12THK. **$ 34.00** 2DAYS LEAD TIME

4 A15250U-59-EB

O-ring 2.62x2.81x.09 THICK (2-146) **$14.00.** 2 Days Lead Time

5 A659AI-197-GA

VOL Gasket **$68.00** 2 Days Lead Time

6 A21178D-18

LIP SEAL CR 46155 **$233.00.** 2days lead time

7 A21178E-18

LIP SEAL CR 48692. **$394.00**. 2 Days Lead time

8 A15018H-20

BALL BEARING 7226B,MP,UO **$1,654.00.** 2 Days Lead Time

9 A16814M-20

Ball BEARING 6324M.C3. **$ 2,350.00.** 4 WEEKS LEAD TIME

10 E4133-38-CP

BACKPL.20NHT2 SGL **$13,135.00** 7 WEEKS LEAD TIME

11 A20724B-28-KS

KEY 1.00 X5.00. **$182.00.** 2 DAYS LEAD TIME

12 A16757T-12 -SD

Lockscrew, 1.12NCx3.0LG **$ 83.00** 2 Days Lead time

13 A14432M-149-SD

SOC SET SCREW 3/8-24X1" LG 2 EACH **20.00** 2DAYS LEAD TIME

14 A20687E-28-KS

KEY .88X3.50 **$197.00** 4 DAYS LEAD TIME

15 A12339K-107-SDA

SHIM, 1.25X3.44X0.015. 3EACH **$102.00** 2DAYS LEAD TIME

16 A20727B-107-AS

SHIM .010 THICK AS REQ'D. 4 EACH **416.00.** 2 DAYS LEAD TIME

17 A20727A-107-AS

SHIM .005 THICK **$ 73.00** 2 DAYS LEAD TIME

18 A20976A-6SG **$ 3,846.00**. 7WEEKS LEAD TIME

19 A20976B-6- SG

WEAR RING DBL 12NHG28 IMP. 350-400BHN **$ 4,846.00** 7 WEEKS LEAD TIME

20 D5884-3PB-CI-L

IMPELLER 12NHG28 FULL BACK HROULD **$14,005.00.** 1 WEEK LEAD TIME

TOTAL PRICE FOR PARTS IS **$49,555.71**

FRIGHT AND TAX NOT INCLUDED IN PRICE ABOVE

SIGNATURE REQUIRED FOR PURCHASE AND P.O. #

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

3 to 6 weeks lead time but may vary

Patrick Hughey
Director of Sales & Service
WWW.JRSPUMP.COM
Office: 870-735-2484
Cell: 901-461-7603

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-122

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Olsson, Inc. - Engineering for Mally Wagnon Sewer Lift Station Improvements**

RECOMMENDATION:
Staff recommends approval of an Engineering Services Agreement with Olsson, Inc. in the amount of $45,000.00 for Preliminary Engineering related to upgrades needed at the Mally Wagnon Sewer Lift Station.

BACKGROUND:
The City's Mally Wagnon sewer lift station is located at 5716 E. Norman Murphy Road. This station receives sewer flow from several residential areas east of the West Fork of the White River along Highway 16. The station also receives 100% of sewer from the City of Elkins, metered wholesale to the Fayetteville from a lift station owned by Elkins. The City of Elkins is actively upgrading their sewer pumping capabilities and the City of Fayetteville will not be able to accept their max flows until this Mally Wagnon lift station is upgraded.

DISCUSSION:
The first step towards upgrades at this station will be a Preliminary Engineering Report which details expected combined flows that would come to the station and performs a high-level analysis of viable options to upgrade and expand the station. Afterward, amendments would be necessary to move the project into full engineering design such that the project could be advertised and bid.

On January 9th, 2024, the City of Fayetteville conducted a formal Engineering Selection meeting. Olsson was selected to negotiate this contract (RFQ 23-01, Selection #10). The cost is based on engineering level of effort, hourly by position rates, not to exceed $45,000.00.

BUDGET/STAFF IMPACT:
Funds are available in the Sanitary Sewer Rehabilitation account within the Water & Sewer fund.

ATTACHMENTS: SRF (#3), Engineering Agreement (#4)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-122

Olsson, Inc. - Engineering for Mally Wagnon Sewer Lift Station Improvements

A RESOLUTION TO APPROVE AN ENGINEERING SERVICES AGREEMENT IN THE AMOUNT OF $45,000.00 BETWEEN THE CITY OF FAYETTEVILLE AND OLSSON, INC. FOR PRELIMINARY ENGINEERING RELATED TO UPGRADES AT THE MALLY WAGNON SEWER LIFT STATION

WHEREAS, the Mally Wagnon sewer lift station receives sewer flow from several residential areas east of the West Fork of the White River along Highway 16 including 100% of sewer from the City of Elkins; and

WHEREAS, the City of Elkins is actively upgrading its sewer pumping capabilities and the City of Fayetteville will not be able to accept its maximum flows until the Mally Wagnon lift station is upgraded.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign an engineering services agreement in the amount of $45,000.00 with Olsson, Inc. for preliminary engineering services related to upgrades needed at the Mally Wagnon Sewer Lift Station.

City of Fayetteville Staff Review Form

2024-122

Item ID

6/4/2024

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

Tim Nyander	5/15/2024	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of an Engineering Services Agreement with Olsson, Inc. in the amount of $45,000.00 for Preliminary Engineering related to upgrades needed at the Mally Wagnon Sewer Lift Station.

Budget Impact:

5400.720.5700-5314.00	Water & Sewer
Account Number	Fund
02017.1	Sanitary Sewer Rehabilitation
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	4,137,629.00
		Expenses (Actual+Encum)	$	3,237,484.22
		Available Budget	$	900,144.78
Does item have a direct cost?	Yes	Item Cost	$	45,000.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	855,144.78

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
OLSSON INC.

MALLY WAGNON SEWER LIFT STATION UPGRADES

THIS AGREEMENT is made as of _____, 2024, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Olsson, Inc. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction administration of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 Perform professional services in connection with the Project as hereinafter stated.

2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.

2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.

3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.1.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

3.1.6 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

3.1.7 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement is $45,000.00. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on an hourly NTE basis described in Appendix A.

5.2 Statements

5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by

ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000 Each Accident
Commercial General Liability	
Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Automobile Liability:	
Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Professional Liability Insurance	$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be affected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is affected by ENGINEER, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 After payment in accordance with Paragraphs 6.5.3 and 6.5.4 above, deliver or otherwise make available to CITY OF FAYETTEVILLE all project deliverables at the latest stage of completion (e.g. 30%, 90%, etc.) CITY OF FAYETTEVILLE shall have the limited right to use the deliverables subject to the provisions of Paragraph 6.12.2.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise

CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 The CITY OF FAYETTEVILLE acknowledges the Engineer's plans and specifications, including all documents on electronic media ("delivered documents"), as instruments of professional service. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to the Engineer. Except for the Engineer's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless the Engineer is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the Engineer's responsibilities and obligations under this Agreement.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
3537 North Steele Blvd. STE 310
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of $10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will 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.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS	OLSSON, INC.
By:_____	By: _____
Mayor, Lioneld Jordan	Chris Hall, PE, Water Market Leader
ATTEST:	
By:_____	By: _____
City Clerk	Chris Dougherty, PE, Group Leader

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Appendix A

SCOPE OF SERVICES

Corey Granderson
Utilities Engineer
City of Fayetteville, Arkansas

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 5716 E Norman Murphy Road, Fayetteville, AR

Project Description: Mally Wagnon Sewer Lift Station Upgrades

SCOPE OF SERVICES

Olsson hereby agrees to provide the following services ("Scope of Services") to the City of Fayetteville ("Client") for the Project:

PHASE 100 PROJECT ADMINISTRATION

Project Management

Project management includes coordination of the various disciplines that have involvement in the project, tracking work completion, maintenance of project schedule, billings, and miscellaneous communication with the Client and internal staff.

Project Kickoff Meeting

Olsson will schedule and attend an in-person project kickoff meeting with the Client. The purpose of the meeting will be to establish the project chain of communication, discuss and clarify the Scope of Services, and finalize the project schedule.

Olsson will make a formal data request at the kickoff meeting to identify additional information from the Client to complete the project. The information request is anticipated to include, but is not limited to, the following:

- Existing Pump Data for Elkins Lift Station
- Existing Pump Data for Mally Wagnon Lift Station
- Shop Drawing information for Mally Wagnon Lift Station mechanical and electrical equipment
- Previous Inspection Reports
- Facility Plans

Olsson will provide the Meeting Agenda and generate and distribute meeting minutes within two days of the meeting's conclusion.

Monthly Progress Meetings

Olsson will schedule monthly in-person progress meetings involving its project staff and the Client's personnel. The purpose of these meetings will be to keep all parties informed concerning project status and to provide an opportunity to exchange information.

Olsson will provide the Meeting Agenda and generate and distribute meeting minutes within two days of the meeting's conclusion.

PHASE 200 PRELIMINARY DESIGN

Project Site Visit

Olsson personnel shall visit site to conduct inspection of existing mechanical, structural, and electrical systems. Engineers will discuss with Operations and Maintenance personnel the normal operating schedules and procedures for the equipment to be upgraded.

Data Collection

Olsson will review current and past studies, design memorandums and reports, contract record drawings, approved shop drawings, and other related documents associated with the Elkins Lift Station that is operated by the City of Elkins, AR and for the Mally Wagnon Lift Station operated by the City of Fayetteville, AR. Collect field data to verify dimensions, operating characteristics, and physical condition of equipment, structures, and electrical systems.

Design Analysis

Olsson will analyze collected data to determine current and future pumping capacity requirements. Develop a list of potential improvements that could be implemented to meet these requirements. Develop conceptual cost estimates for the potential improvements and provide upgrade recommendation to the City of Fayetteville.

Preliminary Engineering Report

Compile results from research and analysis activities into a Preliminary Engineering Report that will be submitted to the Client for review. Preliminary Engineering Report will follow report requirements of Recommended Standards for Wastewater Facilities

(10 state standards) issued by Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers as required by Arkansas Department of Health.

Quality Control Review

Olsson will conduct an internal quality control review of the Preliminary Engineering Report before it is forwarded to the Client for review.

Review Meeting and Follow Up

Olsson will schedule and attend a review meeting with the Client to discuss the Preliminary Engineering Report. Olsson will provide the Meeting Agenda and generate and distribute meeting minutes within one week of the meeting's conclusion.

The Preliminary Engineering Report will be revised in accordance with agreements reached at the review meeting and a revised final draft will be submitted.

PHASE 300 DETAILED DESIGN

Detailed Design services are not included. These services are additional and shall be addressed by a Contract Amendment if requested.

PHASE 400 BIDDING SERVICES

Bidding Services are not included. These services are additional and shall be addressed by a Contract Amendment if requested.

PHASE 500 ENGINEERING CONSTRUCTION ADMINISTRATION

Services for Engineering Construction Administration are not included. These services are additional and shall be addressed by a Contract Amendment if requested.

PHASE 600 CONSTRUCTION OBSERVATION AND TESTING SERVICES

Construction Observation and Testing Services are not included. These services are additional and shall be addressed by a Contract Amendment if requested.

PROJECT SCHEDULE

- Water, Sewer Committee: Tuesday, May 14, 2024
- Council Approval: Tuesday, June 4, 2024
- Kickoff Meeting: Wednesday, June 12, 2024
- Draft Preliminary Engineering Report 60 Days

- Client Review 14 Days
- Final Preliminary Engineering Report 7 Days

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.20, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices monthly, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $45,000.00.

ADDITIONAL SERVICES

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval. Optional Additional Services shall include, but not be limited to, the following:

- Detailed design services
- Bidding services
- Construction testing, administration, and observation services

Olsson agrees to provide its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

EXCLUSIONS AND LIMITATIONS

This Scope of Services is limited to the items listed in the Tasks above. Excluded services include:

For this project the analysis shall commence with the introduction of flow into the Mally Wagnon Lift Station wet well and shall conclude at the point where the force main discharges into the 36" and 42" gravity service lines. Analysis of the capacity of these gravity sewer lines is not included within this Scope of Services.

Olsson 2024 Billing Rate Schedule

Description	Range		
Principal	$140.00	-	$463.00
Project Manager	$129.00	-	$274.00
Project Professional	$95.00	-	$242.00
Assistant Professional	$71.00	-	$178.00
Designer	$90.00	-	$216.00
CAD Operator	$59.00	-	$137.00
Administrative/Clerical	$47.00	-	$206.00
Survey	$56.00	-	$210.00 *
Construction Services	$49.00	-	$279.00 *

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.67/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-121

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Olsson, Inc. - Amendment No. 6 for East Fayetteville Water System Improvements**

RECOMMENDATION:
Staff recommends approval of Amendment No. 6 to the agreement between the City of Fayetteville and Olsson, Inc. for engineering services related to the East Fayetteville Water System Improvements Project in an amount not to exceed $516,515.00.

BACKGROUND:
On January 2, 2018, the City Council passed Resolution 19-18 to approve a professional engineering services agreement with Olsson, Inc. to begin design work on this project. The project consists of four sub-parts that will each be bid separately. Namely:

Contract Sect. 1:	Pressure Sustaining Valves Rehabilitation	(Completed 2022)
Contract Sect. 2:	Gulley Road Water Tank	(Completed 2022)
Contract Sect. 3:	*Gulley & Goshen Pressure Plane Improv.*	*(Award June 2024)*
Contract Sect. 4:	Township Tank & Improvements	(Completed 2023)

Amendment No. 1 was passed administratively utilizing contingency dollars to adjust the project scope. Amendment No. 2 was passed via Res. 266-19 to account for engineering time related to permitting and re-design delays. Amendment No. 3 was passed via Res. 203-20 for construction phase services related to Contract Section 2, the elevated water storage tank. Amendment No. 4 was passed via Res. 239-20 for construction phase services related to Contract Section 1. Amendment No. 5 was passed via Res. 219-21 for construction phase services related to contract Section 4, the Township water tank project.

DISCUSSION:
Amendment No. 6 will provide funding for construction phase services associated with Contract Section 3 which was recently bid, pending contract award to Crossland Heavy Contractors. Olsson will be involved with all project aspects during construction, including onsite daily observations and inspections per engineering best practices and state law. This amendment also includes fees related to additional design and coordination work along Gulley Road and additional services on the Township Tank project.

The total costs for proposed Amendment No. 6 are based on Olsson's fee schedule and level of effort per task, not to exceed $516,515.00. This will raise the overall engineering project fees from $1,294,605.00 to $1,811,120.00.

BUDGET/STAFF IMPACT:

Funds are available in the Water System Rehabilitation/Replacement account to cover this engineering amendment.

ATTACHMENTS: SRF (#3), Amendment No. 6 (#4)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-121

Olsson, Inc. - Amendment No. 6 for East Fayetteville Water System Improvements

A RESOLUTION TO APPROVE AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES ENGINEERING AGREEMENT WITH OLSSON, INC. IN AN AMOUNT NOT TO EXCEED $516,515.00 FOR ENGINEERING SERVICES RELATED TO THE EAST FAYETTEVILLE WATER SYSTEM IMPROVEMENTS PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on January 2, 2018, the City Council passed Resolution 19-18 to approve a professional engineering services agreement with Olsson, Inc. to begin design work on the East Fayetteville Water System Improvements Project; and

WHEREAS, Amendment No. 1 was passed administratively utilizing contingency dollars to adjust the project scope; and

WHEREAS, Amendment No. 2 was passed via Resolution 266-19 to account for engineering time related to permitting and re-design delays; and

WHEREAS, Amendment No. 3 was passed via Resolution 203-20 for construction phase services related to Contract Section 2, the elevated water storage tank, and

WHEREAS, Amendment No. 4 was passed via Resolution 239-20 for construction phase services related to Contract Section 1, Pressure Sustaining Valves Rehabilitation; and

WHEREAS, Amendment No. 5 was passed via Resolution 219-21 for construction phase services related to contract Section 4, the Township water tank project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Amendment No. 6 to the Professional Engineering Services Agreement with Olsson, Inc. in an amount not to exceed $516,515.00 for engineering services related to the East Fayetteville Water System Improvements project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2024-121

Item ID

6/4/2024

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

Tim Nyander	5/15/2024	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Amendment No. 6 to the agreement between the City of Fayetteville and Olsson, Inc. for engineering services related to the Gulley and Goshen Pressure Plan Improvement Project in an amount not to exceed $516,515.00, and approval of a budget adjustment.

Budget Impact:

5400.720.5600-5314.00	Water & Sewer
Account Number	Fund
12009.2402	Water System Rehabilitation/Replacement
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	14,233,263.00
		Expenses (Actual+Encum)	$	13,582,889.65
		Available Budget	$	**650,373.35**
Does item have a direct cost?	Yes	Item Cost	$	516,515.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**133,858.35**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AMENDMENT NO. 6
To
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
OLSSON, INC. (formerly McGOODWIN, WILLIAMS, AND YATES, a DIVISION OF OLSSON ASSOCIATES)

EAST FAYETTEVILLE AND TOWNSHIP PRESSURE PLANE IMPROVEMENTS

WHEREAS, on January 2, 2018, the City of Fayetteville, Arkansas (CITY OF FAYETTEVILLE) and Olsson (formerly McGoodwin, Williams and Yates, a Division of Olsson Associates) of Fayetteville, Arkansas (ENGINEER) entered into an Agreement for engineering services in connection with the East Fayetteville and Township Pressure Plane Improvements (the "Project"); and

WHEREAS, on August 13, 2018, the CITY OF FAYETTEVILLE and the ENGINEER agreed to Amendment No.1 that included the ENGINEER providing services in connection with the evaluation, design and/or construction administration for a 12-inch waterline along Highway 45; and

WHEREAS, on December 3, 2019, the CITY OF FAYETTEVILLE and the ENGINEER agreed to Amendment No.2 that included the ENGINEER providing additional services for the East Fayetteville and Township Pressure Plane Improvements. The work included meetings with Washington County Road Dept., Arkansas Department of Health, property owners, East Fayetteville Contract Section I redesign, geo-technical borings for the new Gulley Rd. and Township tanks, easement acquisition services, and miscellaneous analyses and infrastructure designs; and

WHEREAS, on August 4, 2020, the CITY OF FAYETTEVILLE and the Engineer agreed to Amendment No.3 that included the Engineer providing Construction Administration services for the East Fayetteville Service Area Improvements, Contract Section II New Elevated Water Tank project. The work includes project management, onsite meetings with contractor, field survey staking, observation of construction, and field and lab material testing; and

WHEREAS, on October 6, 2020, the CITY OF FAYETTEVILLE and the Engineer agreed to Amendment No.4 that included the Engineer providing Construction Administration services for the East Fayetteville Service Area Improvements, Contract Section I Existing Infrastructure Modifications project. The work shall include project management, onsite meetings with contractor, field survey staking, observation of construction, and field and lab material testing; and

WHEREAS, on September 7, 2021, the CITY OF FAYETTEVILLE and the Engineer agreed to Amendment No.5 that included Construction Administration services for the Township Pressure Plane Improvements – Phase 1 project as well as the Richland Creek Crossing. The work included project management, onsite meetings with contractor, field survey staking, observation of construction, and field and lab material testing. Scope of work to also include additional design services for the East Fayetteville Service Area Improvements, Contract Section III New Pump Station and Waterline Improvements, creation of standalone projects for the Township Pressure Plane Improvements and Richland Creek Crossing, survey and design of an 8-inch waterline along Sassafras Hill Road and geo-technical borings at Richland Creek; and

WHEREAS, the CITY OF FAYETTEVILLE now wishes to increase the scope of work to include Construction Administration services and requested additional work for the East Fayetteville Service Area Improvements, Contract Section III New Pump Station and Waterline Improvements project. The work

for the East Fayetteville Service Area Improvements project shall include project management, onsite meetings with contractor, field survey staking, observation of construction, and field and lab material testing. Scope of work includes additional design services related to property owner requests and meetings, geotechnical bores, and re-packaging of project for bid purposes. Work also includes additional construction administration services for the Township Pressure Plane Improvements – Phase I tank project; and

WHEREAS, the current Agreement must now be amended to provide the additional scope and amount of compensation to the ENGINEER for the additional work; and

NOW THEREFORE, in consideration of the mutual covenants and Agreements herein contained, CITY OF FAYETTEVILLE and the ENGINEER, the parties hereto, stipulate and agree that the Agreement for Engineering Services dated January 2, 2018, and amended on August 13, 2018, December 3, 2019, August 4, 2020, October 6, 2020, and September 7, 2021, is hereby amended in the following particulars:

SECTION 5 – PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement is $1,811,120.00. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.

APPENDIX A – SCOPE OF SERVICES

Add the following Paragraphs:

A.2.9 Construction Administration Services – East Fayetteville Service Area Improvements, Contract Section III New Pump Station and Waterline Improvements:

Olsson shall provide a suitable staff to perform the Construction Administration services for the East Fayetteville Service Area Improvements, Contract Section III project. Work includes the following:

1. Project Management – Includes submittals, RFI's, change orders, work change directives, review of contractors monthly pay estimates, etc. Services also include coordination with contractor, preparation and attending a kick-off meeting as well as monthly progress meetings and Engineer site visits.

2. Survey – Includes construction staking for the new pump station site and waterlines and setting control points.

3. Resident Project Representative (RPR) – Duties of RPR include project observation and reporting and maintaining record of construction activity. Scope based on RPR on site approximately four (4) hours per day during construction activities.

4. Material Testing – Work includes performing field material testing including concrete slump, air content tests, making concrete cylinders for strength tests, and soil density testing. Lab work to include concrete cylinder breaks, grout prisms, soil and aggregate proctors, gradation and Atterberg tests. Work to also include evaluation of building and pavement subgrades associated with the new pump station and installation of pipelines in roadways.

5. Mechanical, Electrical and Instrument & Controls – Scope detailed below includes work associated with the pump station, Gulley Tank level transmitter and then new Goshen valve and vault:
    a. Review of shop drawings for all instrumentation and control system related submittals.
    b. Review and respond to RFIs for all instrumentation and control system related RFIs.
    c. Attendance of virtual monthly construction progress meetings (15) throughout the construction period.
    d. Provide coordination between the Owner, the control system integrator, and the equipment manufacturer for instrumentation and control system equipment and configuration questions.
    e. Scope includes two (2) site visits during construction. One (1) for substantial completion walkthrough and one (1) for final completion. Each site visit to include travel and the walkthrough on the same day.
    f. Provide record drawings to include incorporation of RFI adjustments and Contractor redlines.
    g. Scope does NOT provide control system integration services.

6. Environmental Services – Scope of work includes the following:
    a. Stormwater Pollution Prevention Plan (SWPPP)
    b. Short-Term Activity Authorization (if necessary)

7. Post Construction – Work includes creation of project close-out documents, site visit/final walk through, plans of record, etc.

Compensation for these tasks is based on a construction timeline of 420 days to Substantial Completion and 450 days to Final Completion. If project construction runs longer that the aforementioned times, ENGINEER shall invoice CITY OF FAYETTEVILLE the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. ENGINEER shall not commence work without CITY OF FAYETTEVILLE'S prior written approval. The staff shall consist of engineers, engineering technicians, and other assistants as may be necessary to carry on the work in an efficient and expeditious manner.

A.2.10 Design Services – East Fayetteville Service Area Improvements, Contract Section III New Pump Station and Waterline Improvements:

Additional design services, including the following:
    a. Revision to plans and specifications due to property owner requests
    b. Research for septic field relocation and meeting with property owner
    c. Geotechnical borings
    d. Re-packaging of plans for bidding

A.2.11 Construction Administration Services – Township Pressure Plane Improvements – Phase I:

Additional construction administration services, including the following:

1. Additional RPR and project engineer construction administration services due to project construction duration extending beyond original construction times.

2. Post Construction – Work includes creation of project close-out documents, site visit/final walk through, plans of record, etc.

A.4 Compensation

Add the following Paragraphs:

A.4.8 Construction Administration Services – East Fayetteville Service Area Improvements, Contract Section III New Pump Station and Waterline Improvements:

1. The maximum not-to-exceed amount for services described in Section A.2.9 Construction Administration Services – East Fayetteville Service Area Improvements, Contract Section III New Pump Station and Waterline Improvements is $470,815.00.

A.4.9 Design Services – East Fayetteville Service Area Improvements, Contract Section III:

2. The maximum not-to-exceed amount for services described in Section A.2.10 Design Services – East Fayetteville Service Area Improvements is $25,700.00.

A.4.10 Construction Administration Services – Township Pressure Plane Improvements – Phase 1:

3. The maximum not-to-exceed amount for services described in Section A.2.11 Construction Administration Services – Township Pressure Plane Improvements – Phase 1 is $20,000.00.

For clarification purposes, Amendment No. 6 increases the maximum not-to-exceed amount of the project by $516,515.00.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have caused this Amendment to be duly executed this _____ day of _____, 2024.

CITY OF FAYETTEVILLE, ARKANSAS	OLSSON, INC.
By:_____	By:_____
Mayor, Lioneld Jordan	W. Chris Hall, P.E. Water Market Leader
ATTEST:	
By:_____	By:_____
City Clerk	Brad Hammond, Local Area Leader

END OF AMENDMENT NO. 6 TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Date: 06-May-24
Job: East Service Area Improvements-CSIII

Phase/ Task	Description of Work	TOTALS Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee
100	**CSIII Additional Work**				
	Plan Revisions (Prop. Owner Requests, Coord. w/Jacobs, etc.)	-	$ 12,500.00	$ -	$ 12,500.00
	Evironmental Evaluations	-	$ 5,200.00	$ -	$ 5,200.00
	Septic System Research	-	$ 3,000.00	$ -	$ 3,000.00
	Meetings w/Property Owners, City of Goshen, etc.	-	$ 5,000.00	$ -	$ 5,000.00
200	**CSIII Construction Administration Services**				
	Project Management	62.50	$ 91,440.00	$ 1,012.00	$ 92,452.00
	Submittals	8.75	$ 11,608.00	$ -	$ 11,608.00
	Change Orders, RFI's & Work Change Directives	9.25	$ 12,280.00	$ -	$ 12,280.00
	Kick-Off and Progress Meetings	8.25	$ 13,040.00	$ -	$ 13,040.00
	Property Owner Meetings	3.50	$ 6,140.00	$ -	$ 6,140.00
	Survey	30.00	$ 36,100.00	$ -	$ 36,100.00
	Electrical	19.00	$ 22,600.00	$ -	$ 22,600.00
	Instrument & Control	16.50	$ 19,830.00	$ -	$ 19,830.00
	Environmental	6.00	$ 8,000.00	$ -	$ 8,000.00
	Bat Survey	10.50	$ 12,500.00	$ -	$ 12,500.00
	Inspection	185.00	$ 178,235.00	$ -	$ 178,235.00
	Lab / Field Material Testing (Asphalt, Concrete, Subgrade)	36.50	$ 43,830.00	$ -	$ 43,830.00
	Project Closeout/Post Construction Services	10.75	$ 14,200.00	$ -	$ 14,200.00
300	**Township**				
	Additional Field Inspection (FOPS)	-	$ 15,000.00	$ -	$ 15,000.00
	PM, Project Closeout/Post Construction Services	-	$ 5,000.00	$ -	$ 5,000.00
GRAND TOTAL		406.50	$ 515,503.00	$ 1,012.00	$ 516,515.00

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-143

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Bid 24-29, Crossland Heavy Contractors, Inc. – Construction Contract for East Service Area Water Improvements, Gulley and Goshen Pressure Plane Improvements**

RECOMMENDATION:
Staff recommends awarding Bid #24-29 and approving a construction contract with Crossland Heavy Contractors, Inc. in the amount of $8,318,668.00 for construction of a water pumping station and various waterlines for the Gulley and Goshen Pressure Plane Improvements project, approval of a project contingency in the amount of $415,934.00, and approval of a budget adjustment.

BACKGROUND:
The East Water Service Area Improvements project consists of several phased sub-projects, namely:

Contract Sect. 1:	Pressure Sustaining Valves Rehabilitation	(Completed 2022)
Contract Sect. 2:	Gulley Road Water Tank	(Completed 2022)
Contract Sect. 3:	*Gulley & Goshen Pressure Plane Improv.*	*(Bid Award June 2024)*
Contract Sect. 4:	Township Tank & Improvements	(Completed 2023)

All of these projects were recommended in the City's 2017 Water Distribution Master Plan recommendations. Contract Section No. 3 consists of a new water pump station on Gulley Road as well as 7,746-feet of 18-inch waterline and 8,560-feet of 12-inch waterline. This project will allow the two largest eastern pressure planes to be split into three distinct pressure planes, each served by individual water tanks. This will increase capacity to meet current and future demands and replace aging infrastructure.

DISCUSSION:
On April 10th, 2024 the City of Fayetteville accepted sealed competitive bids for the Gulley and Goshen Pressure Plane improvements project. Crossland Heavy Contractors, Inc. is the lowest responsive bidder. All responsive bids are shown here:

Crossland Heavy Contractors, Inc.	*$8,318,668.00*
Kajacs Contractors, Inc.	$9,324,463.50
Brothers Construction, Inc.	$9,808,063.00

BUDGET/STAFF IMPACT:
Water Impact Fee budgeted funds will be transferred to partially fund this project. Available budgeted funds from the Sanitary Sewer Rehabilitation project and the Water System Rehabilitation & Replacement project will

also be used to fund this project.

ATTACHMENTS: SRF (#3), BA (#4), Vicinity Map (#5), Olsson Recommendation (#6), Bid 24-29, Bid Tab - Signed (#7), Bid 24-29, Submittal - Crossland Heavy Contractors, Inc. - E (#8), Contract Agreement (#9)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-143

Bid 24-29, Crossland Heavy Contractors, Inc. – Construction Contract for East Service Area Water Improvements, Gulley and Goshen Pressure Plane Improvements

A RESOLUTION TO AWARD BID #24-29 AND AUTHORIZE A CONTRACT WITH CROSSLAND HEAVY CONTRACTORS, INC. IN THE AMOUNT OF $8,318,668.00 FOR THE CONSTRUCTION OF A WATER PUMPING STATION AND VARIOUS WATERLINES FOR THE GULLEY AND GOSHEN PRESSURE PLANE IMPROVEMENTS PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $415,934.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #24-29 and authorizes Mayor Jordan to sign a contract with Crossland Heavy Contractors, Inc. in the amount of $8,318,668.00 for the construction of a water pumping station and various waterlines for the Gulley and Goshen Pressure Plane Improvements Project and further approves a project contingency in the amount of $415,934.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2024-143

Item ID

6/4/2024

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

Tim Nyander	5/15/2024	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends awarding Bid 24-29 and approving a construction contract with Crossland Heavy Contractors, Inc. in the amount of $8,318,668.00 for construction of a water pumping station and various waterlines for the Gulley and Goshen Pressure Plane Improvements project, approval of a project contingency in the amount of $415,934.00, and approval of a budget adjustment.

Budget Impact:

5400.720.5600-5808.00	Water & Sewer
Account Number	Fund
12009.2402	Water System Rehabilitation/Replacement
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	8,383,263.00
		Expenses (Actual+Encum)	$	4,656,825.65
		Available Budget	$	**3,726,437.35**
Does item have a direct cost?	Yes	Item Cost	$	8,734,602.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	5,850,000.00
		Remaining Budget	$	**841,835.35**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	WATER SEWER (720)	
	Requestor: Cheryl Partain	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends awarding Bid 24-29 and approving a construction contract with Crossland Heavy Contractors, Inc. in the amount of $8,318,668.00 for construction of a water pumping station and various waterlines for the Gulley and Goshen Pressure Plane Improvements project, approval of a project contingency in the amount of $415,934.00, and approval of a budget adjustment.

COUNCIL DATE: 6/4/2024

ITEM ID#: **2024-143**

Holly Black
5/17/2024 8:12 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

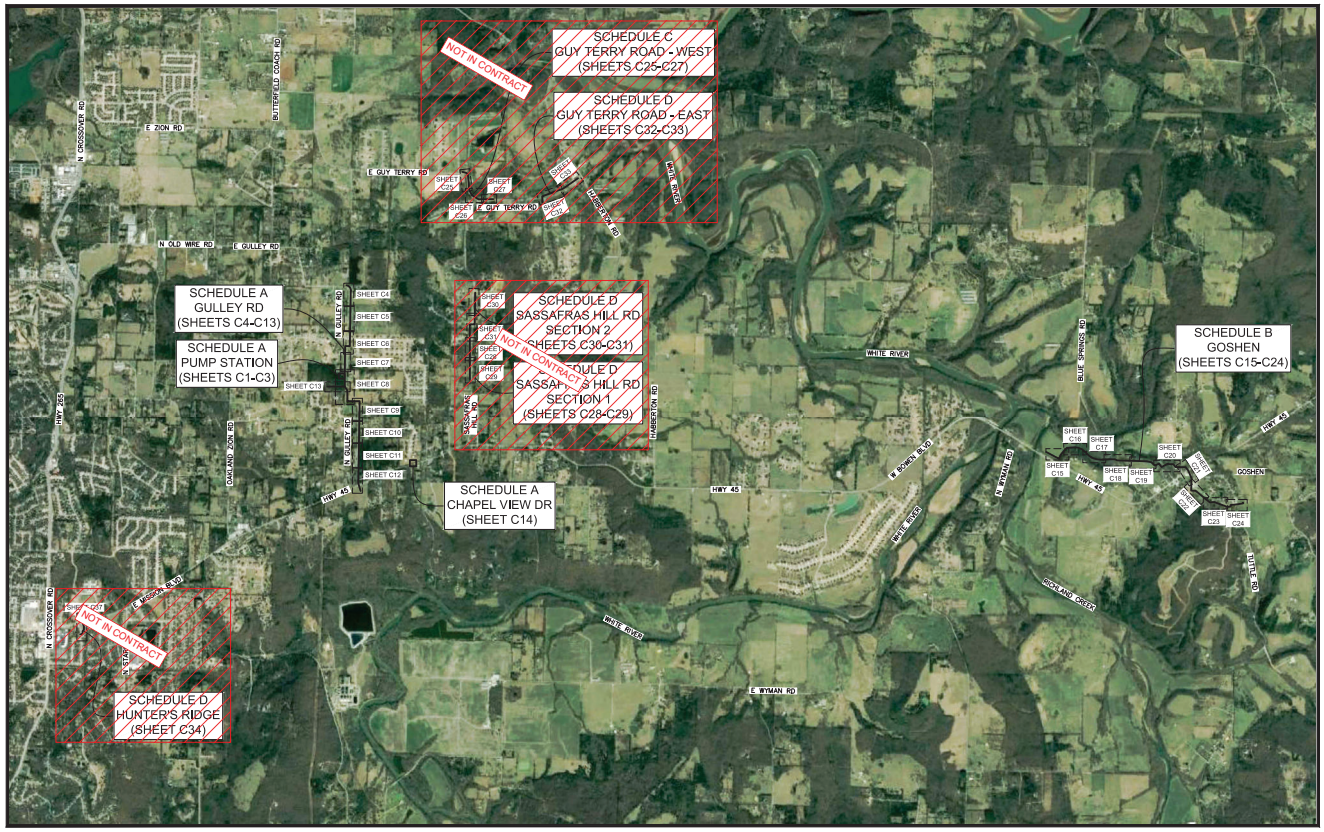
CHKD/POSTED: /

v.2024422

TOTAL	3,000,000	3,000,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
5400.720.5600-5808.00	8,318,668	-	12009	2402	EX	Improvements - Water Line
5400.720.5600-5911.99	415,934	-	12009	2402	EX	Contingency - Capital Project
5400.720.5600-6602.30	-	3,000,000	12009	2402	RE	Transfer from Fund - Impact Fee
2300.720.9300-7602.40	3,000,000	-	07002	2009.2402	EX	Transfers To Funds - Water & Sewer Fund
2300.720.9300-7602.40	(2,433,976)	-	07002	1	EX	Transfers To Funds - Water & Sewer Fund
2300.720.9300-5808.00	(566,024)	-	07002	1	EX	Improvements - Water Line
5400.720.5700-5815.00	(2,850,000)	-	02017	1	EX	Improvements - Sewer
5400.720.5600-5808.00	(193,455)	-	12009	1901	EX	Improvements - Water Line
5400.720.5600-5314.00	(142,180)	-	12009	1901	EX	Professional Services
5400.720.5600-5314.04	(10,000)	-	12009	1901	EX	Professional Services - Engineering Contra
5400.720.5600-5301.00	(935)	-	12009	1901	EX	Public Notification
5400.860.5600-5808.00	(304,409)	-	12009	1902	EX	Improvements - Water Line
5400.720.5600-5808.00	(2,233,623)	-	12009	1	EX	Improvements - Water Line
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

EAST SERVICE AREA WATER IMPROVEMENTS
CONTRACT SECTION III
NEW PUMP STATION AND WATER LINE IMPROVEMENTS

FAYETTEVILLE, ARKANSAS
PROJECT NO. 018-0031



VICINITY MAP

INDEX OF SHEETS	
SHEET No.	SHEET DESCRIPTION
	GENERAL
G1	TITLE SHEET, VICINITY MAP, INDEX OF SHEETS
G2	QUANTITIES SHEET
	CIVIL / SITE
	SCHEDULE A - GULLEY ROAD IMPROVEMENTS
C1	GULLEY ROAD PUMP STATION SITE AND GRADING PLAN
C2	GULLEY ROAD PUMP STATION PIPING PLAN
C3	GULLEY ROAD PUMP STATION DETAILS
C4-C12	18" DIP WATER LINE AT GULLEY ROAD
C13	18" DIP WATER LINE TO GULLEY ROAD TANK
C14	CHAPEL VIEW DRIVE WATER CONNECTION
	SCHEDULE B - GOSHEN IMPROVEMENTS
C15-C24	12" PVC WATER LINE TO GOSHEN
	SCHEDULE C - GUY TERRY ROAD WEST IMPROVEMENTS
C25-C27	8" PVC WATER LINE ALONG GUY TERRY ROAD WEST
	SCHEDULE D - GUY TERRY ROAD EAST, SASSAFRAS HILL ROAD AND HUNTER'S RIDGE IMPROVEMENTS
C28	8" PVC WATER LINE ALONG SASSAFRAS HILL ROAD - SECTION 1
C29	8" PVC WATER LINE ALONG SASSAFRAS HILL ROAD - SECTION 1
C30	8" PVC WATER LINE ALONG SASSAFRAS HILL ROAD - SECTION 2
C31	8" PVC WATER LINE ALONG SASSAFRAS HILL ROAD - SECTION 2
C32	8" PVC WATER LINE ALONG GUY TERRY ROAD EAST
C33	8" PVC WATER LINE ALONG GUY TERRY ROAD EAST
C34	8" PVC WATER LINE ALONG HUNTER'S RIDGE
	STANDARD DETAILS
D1	STANDARD WATER DETAILS
D2	STANDARD WATER DETAILS
D3	CONTROL VALVE VAULT DETAILS
D4	BANK STABILIZATION DETAILS
D5	VALVE CLOSURE LOCATIONS AND FENCING DETAILS
D6	BMP DETAILS
	ELECTRICAL
GE1	GENERAL ELECTRICAL INFORMATION
E1	GULLEY ROAD PUMP STATION - ELECTRICAL SITE PLAN
E2	VALVE VAULT AT BLUE SPRINGS ROAD - ELECTRICAL SITE PLAN
E3	GULLEY ROAD PUMP STATION - ONE LINE AND RISER DIAGRAM
E4	CONTROL VALVE VAULT - ONE LINE AND DIAGRAMS
E5	ELECTRICAL DETAILS
E6	ELECTRICAL SCHEDULES
M1	PUMP STATION AT GULLEY ROAD - MECHANICAL SITE PLAN
	INSTRUMENTATION AND CONTROLS
I1	GULLEY TANK INSTRUMENTATION AND CONTROLS
I2	GULLEY TANK ELEVATION AND ROOF PLAN
I3	CONTROL VALVE VAULT INSTRUMENTATION AND CONTROLS

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE BASED ON THE BEST INFORMATION AVAILABLE AND MAY NOT REFLECT ALL EXISTING UTILITIES IN THE PROJECT AREA. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR LOCATING EXISTING UTILITIES PRIOR TO CONSTRUCTION AND FOR PROTECTION OF SERVICES DURING CONSTRUCTION.

811 Know what's below. Call before you dig.

N

0' 1000' 2000'
SCALE IN FEET

CERTIFICATE OF AUTHORIZATION
Olsson Inc.
No.1010
ARKANSAS ENGINEER

olsson
3537 N Steele Blvd.
Suite 310
Fayetteville, AR 72703
TEL 479.443.3404
www.olsson.com

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 12012
3/7/24
CHRIS HALL

REVISIONS

NO.	DATE	REVISIONS DESCRIPTION	BY

TITLE SHEET, VICINITY MAP, INDEX OF SHEETS

EAST SERVICE AREA WATER IMPROVEMENTS - CONTRACT SECTION III
NEW PUMP STATION AND WATER LINE IMPROVEMENTS

FAYETTEVILLE, ARKANSAS

2024

drawn by: JRM
checked by: C HALL
approved by: C HALL
QA/QC by: CNW
project no.: 018-0031
drawing no.: FY373CS3-G1.DWG
date: 03-19-24

SHEET
G1

DWG: F:\2018\0001-0500\018-0031\4C-design\AutoCAD\final plans\Sheets\WTWW\contract section III\construction dwgs\FY373CS3-G1.dwg USER: rmckee
DATE: Mar 14, 2024 - 4:40pm SHEETS:

May 08, 2024

City of Fayetteville, Arkansas
Fayetteville Water & Sewer Operations
Attn: Mr. Corey Granderson, Utilities Engineer
113 W. Mountain Street
Fayetteville, Arkansas 72701

Re: Recommendation to Award
East Service Area Water Improvements, Contract Section III New Pump Station and Water Line Improvements
Fayetteville, Arkansas
Olsson Project 018-0031

Mr. Granderson:

Bids for the above referenced project were received and opened on April 10, 2024. A total of five (5) bids were submitted and have been reviewed. Each bid includes a base bid and costs for three (3) deductive alternates. The bid totals received are shown below. We have also attached the official bid tabulation provided by the City's purchasing department.

	Shoemaker & Sons	Tri Star	Crossland Heavy	KAJACS	Brothers Const.
Base Bids	**$9,057,071.24**	**$9,331,559.21**	**$9,757,644.00**	**$10,675,000.00**	**$11,663,011.00**
Less	$898,060.48	$1,013,985.60	$1,090,264.00	$977,384.50	$1,335,847.00
DA1	**$8,159,010.76**	**$8,317,573.61**	**$8,667,380.00**	**$9,697,615.50**	**$10,327,164.00**
Less	$1,222,583.40	$1,524,535.45	$1,438,976.00	$1,350,536.50	$1,854,948.00
DA2	**$7,834,487.84**	**$7,807,023.76**	**$8,318,668.00**	**$9,324,463.50**	**$9,808,063.00**
Less	$4,089,075.00	$3,533,631.94	$3,646,721.00	$3,357,411.50	$4,499,887.00
DA3	**$4,967,996.24**	**$5,797,927.27**	**$6,110,923.00**	**$7,317,588.50**	**$7,163,124.00**

After review of the bids, we determined that the bid packages from two bidders, Shoemaker & Sons and Tri Star, did not include necessary documentation as required by the bid documents, and these bids were declared non-responsive. Therefore, it is our recommendation that a Notice of Award be given to the lowest responsive bidder, Crossland Heavy. It is our understanding that due to budget constraints, the City intends to accept Deductive Alternates 1 and 2, resulting in a contract amount of $8,318,668.00. Upon your approval, we will commence with the processing of the contract documents for the project.

Please do not hesitate to call with any questions, comments, or if any further information or

documentation is required.

Cordially,

Vanessa LeBow, PE
Water/Wastewater Project Engineer

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 24-29, Construction - East Fayetteville Water Improvements

DEADLINE: Wednesday, April 10, 2024 at 2:00 PM

Certification of Funds: $7,000,000.00 *($8,750,000.00 total allowed)*

				*Rejected - Unresponsive		*Rejected-Unresponsive							
				Shoemaker and Sons Construction LLC		**Tri-Star Contractors**		**Crossland Heavy Contractors, Inc.**		**Kajacs Contractors Inc.**		**Brothers Construction Inc**	
		Total Base Bid		$9,057,071.24		$9,331,559.21		**$9,757,644.00**		**$10,675,000.00**		**$11,663,011.00**	
		Total W/ Deduct 2		$7,834,487.84		$7,891,926.61		**$8,318,668.00**		**$9,324,463.50**		**$9,808,063.00**	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
	Base Bid Items				$580,000.00		$563,055.12		$817,000.00		$900,000.00		$535,000.00
1.1	Mobilization (Not to Exceed 5% of Base Bid, not including bonds and insurance)	1	LS	$350,000.00		$275,000.00		$400,000.00		$500,000.00		$425,000.00	
1.2	Bonds and Insurance	1	LS	$180,000.00		$263,055.12		$400,000.00		$250,000.00		$100,000.00	
1.3	Trench and Excavation Safety Systems, as required by Act 291 of the 1993 Arkansas General Assembly	1	LS	$50,000.00		$25,000.00		$17,000.00		$150,000.00		$10,000.00	
	Bid Schedule A - Gulley Road Improvements				$4,427,996.16		$5,318,875.00		$5,308,923.00		$6,417,588.50		$6,628,124.00
2.1	Tie to Existing 18-Inch Waterline at Station 0+00, complete in place	1	LS	$8,500.00		$50,000.00		$38,000.00		$50,000.00		$32,500.00	
2.2	18-Inch Ductile Iron Pipe, complete in place	7746	LF	$200.00		$187.00		$192.00		$250.00		$310.00	
2.3	18-Inch Ductile Pipe Testing & Sterilization, complete in place	7746	LF	$5.00		$25.00		$2.00		$2.50		$10.00	
2.4	Compact Ductile Iron Fittings (C153), complete in place	20019	LBS	$15.00		$17.00		$14.00		$20.00		$21.00	
2.5	18-Inch Butterfly Valves, complete in place	16	EA	$15,000.00		$18,000.00		$20,000.00		$22,500.00		$21,000.00	
2.6	Fire Hydrant Assembly, complete in place	16	EA	$10,500.00		$10,600.00		$10,500.00		$10,500.00		$10,000.00	
2.7	4-Inch Combination Air Release and Vacuum Valve Assembly, complete in place	3	EA	$11,000.00		$13,000.00		$21,000.00		$20,000.00		$17,500.00	
2.8	Gulley Road Bore No.1 - Station 21+30 +/-, complete in place	1	LS	$60,000.00		$70,000.00		$80,000.00		$125,000.00		$120,000.00	
2.9	Gulley Road Bore No.2 - Station 37+50 +/-, complete in place	1	LS	$148,500.00		$130,000.00		$190,000.00		$275,000.00		$275,000.00	
2.10	Hwy. 45 Bore - Station 73+00 +/-, complete in place	1	LS	$180,000.00		$140,000.00		$230,000.00		$350,000.00		$325,000.00	
2.11	Tie to Existing 12-Inch Waterline - Station 74+97 +/-, complete in place	1	LS	$8,500.00		$10,000.00		$2,000.00		$17,500.00		$13,500.00	
2.12	Prefabricated Pump Station, complete in place	1	LS	$1,245,209.00		$1,650,000.00		$1,680,000.00		$1,825,478.50		$1,750,000.00	
2.13	Bank Stabilization/Rip Rap for Creek/Ditch Crossings, complete in place	1	LS	$5,000.00		$40,000.00		$55,000.00		$50,000.00		$52,000.00	
2.14	Creek Crossing - Station 59+78 +/-, complete in place	1	LS	$49,000.00		$80,000.00		$90,000.00		$140,000.00		$67,000.00	
2.15	Asphalt/Concrete Pavement Road/Driveway Repair, complete in place	107	SY	$384.00		$200.00		$575.00		$475.00		$185.00	
2.16	Gravel Road/Driveway Repair, complete in place	10	EA	$3,500.00		$7,500.00		$330.00		$750.00		$2,500.00	
2.17	Gulley Road Pavement Repair - Station 29+50 to 32+50 +/- & 46+50 to 59+50 +/-, complete in place	3534	SY	$54.24		$100.00		$62.00		$60.00		$65.00	
2.18	McBride Driveways (2 Total) - Plan Sheet C12, complete in place	1	LS	$10,800.00		$40,000.00		$32,000.00		$75,000.00		$20,000.00	
2.19	Goshen Control Valve & Vault - Sheet C18, complete in place	1	LS	$65,000.00		$100,000.00		$150,000.00		$160,000.00		$85,000.00	
2.20	Radar Level Meter - Existing Gulley Road Tank, complete in place	1	LS	$9,500.00		$10,000.00		$14,000.00		$25,000.00		$10,000.00	
2.21	Chapel View Drive System Connection, complete in place	1	LS	$26,000.00		$20,000.00		$25,000.00		$35,000.00		$36,000.00	
2.22	Sediment and Erosion Control	1	LS	$15,000.00		$50,000.00		$105,000.00		$75,000.00		$120,000.00	
	Bid Schedule B - Goshen Improvements				$2,826,491.60		$2,009,996.49		$2,192,745.00		$2,006,875.00		$2,644,939.00
3.1	12-Inch C900 DR14 Class 305 Pipe Installation, complete in place	8560	LF	$230.00		$108.00		$150.00		$123.00		$181.00	
3.2	12-Inch Pipe Testing & Sterilization, complete in place	8560	LF	$5.00		$25.00		$2.00		$2.50		$5.00	
3.3	Compact Ductile Iron Fittings (C153), complete in place	8305	LBS	$16.00		$22.00		$25.00		$28.00		$22.00	
3.4	12-Inch Butterfly Valves, complete in place	14	EA	$16,500.00		$12,000.00		$9,500.00		$8,500.00		$10,400.00	
3.5	Fire Hydrant Assembly, complete in place	9	EA	$11,000.00		$10,552.63		$9,000.00		$8,000.00		$10,000.00	
3.6	3-Inch Combination Air Release and Vacuum Valve Assembly, complete in place	3	EA	$9,500.00		$11,110.94		$18,000.00		$11,000.00		$15,100.00	
3.7	Tie to Existing System - Stations 13+70 +/- & 13+91 +/-, complete in place	1	LS	$25,000.00		$12,000.00		$17,000.00		$35,000.00		$15,850.00	
3.8	Tie to Existing System - Station 39+68 +/-, complete in place	1	LS	$14,000.00		$12,000.00		$12,000.00		$15,000.00		$13,450.00	
3.9	Tie to Existing System - Station 55+32 +/-, complete in place	1	LS	$11,500.00		$10,000.00		$9,000.00		$15,000.00		$8,150.00	
3.10	Reconnect Existing Water Meter Service, complete in place	11	EA	$1,100.00		$1,900.00		$2,000.00		$2,000.00		$2,575.00	
3.11	Cut and Cap Existing Water Main, complete in place	1	LS	$650.00		$5,000.00		$11,500.00		$40,000.00		$12,750.00	
3.12	Bank Stabilization/Rip Rap for Creek/Ditch Crossings, complete in place	1	LS	$27,000.00		$50,000.00		$60,000.00		$38,000.00		$110,000.00	
3.13	Blue Springs Road Bore, complete in place	1	LS	$43,000.00		$44,000.00		$55,000.00		$70,000.00		$94,000.00	
3.14	Highway 45 Bore, complete in place	1	LS	$80,000.00		$58,000.00		$85,000.00		$115,000.00		$150,000.00	
3.15	Tie to Existing System - Station 85+55 +/-, complete in place	1	LS	$10,500.00		$16,000.00		$9,000.00		$8,500.00		$15,000.00	
3.16	Asphalt/Concrete Pavement Road/Driveway Repair, complete in place	34	SY	$384.00		$200.00		$600.00		$475.00		$185.00	
3.17	Gravel Road/Driveway Repair, complete in place	11	EA	$3,500.00		$2,200.00		$800.00		$1,500.00		$2,500.00	
3.18	Sugg / Blair Driveway Replacement - Plan Sheet C22, complete in place	293	SY	$79.20		$200.00		$100.00		$85.00		$78.00	
3.19	Sediment and Erosion Control	1	LS	$25,000.00		$75,000.00		$64,000.00		$60,000.00		$84,000.00	
	Bid Schedule C - Guy Terry Road West Improvements				$324,523.00		$425,647.00		$348,712.00		$373,152.00		$519,101.00
4.1	Ties to Existing System (2 Total), complete in place	1	LS	$1,650.00		$6,500.00		$6,500.00		$15,000.00		$5,100.00	
4.2	8-Inch C900 DR14 Class 305 Pipe Installation, complete in place	2200	LF	$85.00		$75.00		$74.00		$78.00		$135.00	
4.3	8-Inch Pipe Testing & Sterilization, complete in place	2200	LF	$3.00		$20.00		$2.00		$2.50		$5.00	
4.4	Compact Ductile Iron Fittings, complete in place	1334	LBS	$10.50		$18.00		$24.00		$28.00		$24.00	
4.5	Gate Valves and Boxes, complete in place	1	EA	$4,800.00		$12,000.00		$2,800.00		$3,000.00		$3,800.00	
4.6	Fire Hydrant Assembly, complete in place	3	EA	$8,500.00		$10,333.00		$8,500.00		$8,000.00		$10,000.00	
4.7	3-Inch Combination Air Valve Assembly, complete in place	1	EA	$8,500.00		$9,000.00		$16,000.00		$11,000.00		$15,100.00	
4.8	Single Meter Setting, complete in place	3	EA	$1,800.00		$4,667.00		$3,100.00		$2,000.00		$3,175.00	
4.9	1-Inch Meter Setting, complete in place	3	EA	$2,000.00		$4,591.00		$3,100.00		$2,000.00		$3,100.00	
4.10	Remove Existing Meter Setting	6	EA	$250.00		$1,000.00		$600.00		$400.00		$570.00	
4.11	Reconnect Existing Water Meter Service, complete in place	2	EA	$1,100.00		$3,731.00		$2,100.00		$1,550.00		$2,425.00	
4.12	Cut and Cap Existing Water Main, complete in place	1	LS	$650.00		$5,500.00		$3,800.00		$15,000.00		$5,550.00	
4.13	Bank Stabilization/Rip Rap for Creek/Ditch Crossings, complete in place	1	LS	$16,000.00		$50,000.00		$32,000.00		$30,000.00		$45,000.00	
4.14	Asphalt/Concrete Pavement Road/Driveway Repair, complete in place	24	SY	$384.00		$200.00		$600.00		$475.00		$185.00	
4.15	Gravel Road/Driveway Repair, complete in place	8	EA	$3,500.00		$2,200.00		$262.00		$750.00		$2,500.00	
4.16	Sediment and Erosion Control	1	LS	$7,500.00		$15,000.00		$20,000.00		$25,000.00		$23,000.00	
	Bid Schedule D - Guy Terry Road East, Sassafras Hill Road, and Hunters Ridge Road Improvements				$898,060.48		$1,013,985.60		$1,080,264.00		$977,384.50		$1,335,847.00
5.1	Ties to Existing System, complete in place	1	LS	$35,000.00		$68,000.00		$65,000.00		$90,000.00		$92,500.00	
5.2	8-Inch C900 DR14 Class 305 Pipe Installation, complete in place	5045	LF	$90.00		$75.00		$92.00		$78.00		$135.00	
5.3	8-Inch Pipe Testing & Sterilization, complete in place	5045	LF	$3.00		$20.00		$2.00		$2.50		$5.00	
5.4	Compact Ductile Iron Fittings (C153), complete in place	2989	LBS	$19.00		$21.64		$30.00		$28.00		$23.00	
5.5	Gate Valves and Boxes, complete in place	10	EA	$4,800.00		$3,500.00		$2,800.00		$3,000.00		$3,800.00	
5.6	Fire Hydrant Assembly, complete in place	8	EA	$8,500.00		$10,034.23		$8,500.00		$8,000.00		$10,000.00	
5.7	3-Inch Combination Air Valve Assembly, complete in place	4	EA	$8,500.00		$9,303.00		$16,000.00		$11,000.00		$15,100.00	
5.8	Highway 45 Bore - Hunters Ridge, complete in place	1	LS	$62,000.00		$46,000.00		$70,000.00		$80,000.00		$102,000.00	
5.9	Single Meter Setting, complete in place	7	EA	$1,800.00		$4,000.00		$2,300.00		$2,000.00		$2,500.00	
5.10	Double Meter Setting, complete in place	2	EA	$2,800.00		$8,000.00		$3,600.00		$3,500.00		$4,025.00	
5.11	Remove Existing Meter Setting	9	EA	$250.00		$1,000.00		$500.00		$400.00		$560.00	
5.12	Reconnect Existing Water Meter Service, complete in place	14	EA	$1,100.00		$2,200.00		$8,000.00		$1,950.00		$2,425.00	
5.13	Cut and Cap Existing Water Main, complete in place	1	LS	$650.00		$3,942.80		$10,600.00		$35,000.00		$12,850.00	
5.14	Asphalt/Concrete Pavement Road/Driveway Repair, complete in place	48	SY	$384.00		$200.00		$600.00		$475.00		$185.00	
5.15	Gravel Road/Driveway Repair, complete in place	5	EA	$3,500.00		$2,200.00		$350.00		$750.00		$2,500.00	
5.16	Hunters Ridge Road Pavement Repair - Sta.3+00 to 4+22 +/-	602	SY	$54.24		$100.00		$52.00		$60.00		$65.00	
5.17	Sediment and Erosion Control	1	LS	$20,000.00		$35,000.00		$49,000.00		$30,000.00		$50,000.00	
	DEDUCTIVE ALTERNATE #1: Bid Schedule D (Includes all bid items included in Schedule D)				$898,060.48		$1,013,985.60		$1,080,264.00		$977,384.50		$1,335,847.00
	DEDUCTIVE ALTERNATE #2: Bid Schedule D + Bid Schedule C (Includes all bid items included in Schedules C & D)				$1,222,583.40	**	$1,439,632.60		$1,438,976.00		$1,350,536.50		$1,854,948.00
	DEDUCTIVE ALTERNATE #3 - Not Used				$4,089,075.00		$3,593,611.94		$3,646,721.75		$3,337,411.50		$4,499,647.00

*** Calculation Corrected*

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

Amanda Beilfuss, Sr. Purchasing Agent 4/12/24

L. McGaugh 4/12/2024

Les McGaugh, Purchasing Director

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 24-29, Construction - East Fayetteville Water Improvements

DEADLINE: Wednesday, April 10, 2024 at 2:00 PM

Certification of Funds: $7,000,000.00 *($8,750,000.00 total allowed)*

					*Rejected - Unresponsive		*Rejected-Unresponsive							
					Shoemaker and Sons Construction LLC		**Tri-Star Contractors**		**Crossland Heavy Contractors, Inc.**		**Kajacs Contractors Inc.**		**Brothers Construction Inc**	
				Total Base Bid	$9,057,071.24		$9,331,559.21		**$9,757,644.00**		**$10,675,000.00**		**$11,663,011.00**	
				Total W/ Deduct 2	$7,834,487.84		$7,891,926.61		**$8,318,668.00**		**$9,324,463.50**		**$9,808,063.00**	
Line #	**Description**	**QTY**	**UOM**		**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
	Base Bid Items					$580,000.00		$563,055.12		$817,000.00		$900,000.00		$535,000.00
1.1	Mobilization (Not to Exceed 5% of Base Bid, not including bonds and insurance)	1	LS		$350,000.00		$275,000.00		$400,000.00		$500,000.00		$425,000.00	
1.2	Bonds and Insurance	1	LS		$180,000.00		$263,055.12		$400,000.00		$250,000.00		$100,000.00	
1.3	Trench and Excavation Safety Systems, as required by Act 291 of the 1993 Arkansas General Assembly	1	LS		$50,000.00		$25,000.00		$17,000.00		$150,000.00		$10,000.00	
	Bid Schedule A - Gulley Road Improvements					$4,427,996.16		$5,318,875.00		$5,308,923.00		$6,417,588.50		$6,628,124.00
2.1	Tie to Existing 18-Inch Waterline at Station 0+00, complete in place	1	LS		$8,500.00		$50,000.00		$38,000.00		$50,000.00		$32,500.00	
2.2	18-Inch Ductile Iron Pipe, complete in place	7746	LF		$200.00		$187.00		$192.00		$250.00		$310.00	
2.3	18-Inch Ductile Pipe Testing & Sterilization, complete in place	7746	LF		$5.00		$25.00		$2.00		$2.50		$10.00	
2.4	Compact Ductile Iron Fittings (C153), complete in place	20019	LBS		$15.00		$17.00		$14.00		$20.00		$21.00	
2.5	18-Inch Butterfly Valves, complete in place	16	EA		$15,000.00		$18,000.00		$20,000.00		$22,500.00		$21,000.00	
2.6	Fire Hydrant Assembly, complete in place	16	EA		$10,500.00		$10,600.00		$10,500.00		$10,500.00		$10,000.00	
2.7	4-Inch Combination Air Release and Vacuum Valve Assembly, complete in place	3	EA		$11,000.00		$13,000.00		$21,000.00		$20,000.00		$17,500.00	
2.8	Gulley Road Bore No.1 - Station 21+30 +/-, complete in place	1	LS		$60,000.00		$70,000.00		$80,000.00		$125,000.00		$120,000.00	
2.9	Gulley Road Bore No.2 - Station 37+50 +/-, complete in place	1	LS		$148,500.00		$130,000.00		$190,000.00		$275,000.00		$275,000.00	
2.10	Hwy. 45 Bore - Station 73+00 +/-, complete in place	1	LS		$180,000.00		$140,000.00		$230,000.00		$350,000.00		$325,000.00	
2.11	Tie to Existing 12-Inch Waterline - Station 74+97 +/-, complete in place	1	LS		$8,500.00		$10,000.00		$2,000.00		$17,500.00		$13,500.00	
2.12	Prefabricated Pump Station, complete in place	1	LS		$1,245,209.00		$1,650,000.00		$1,680,000.00		$1,825,478.50		$1,750,000.00	
2.13	Bank Stabilization/Rip Rap for Creek/Ditch Crossings, complete in place	1	LS		$5,000.00		$40,000.00		$55,000.00		$50,000.00		$52,000.00	
2.14	Creek Crossing - Station 59+78 +/-, complete in place	1	LS		$49,000.00		$80,000.00		$90,000.00		$140,000.00		$67,000.00	
2.15	Asphalt/Concrete Pavement Road/Driveway Repair, complete in place	107	SY		$384.00		$200.00		$575.00		$475.00		$185.00	
2.16	Gravel Road/Driveway Repair, complete in place	10	EA		$3,500.00		$7,500.00		$330.00		$750.00		$2,500.00	
2.17	Gulley Road Pavement Repair - Station 29+50 to 32+50 +/- & 46+50 to 59+50 +/-, complete in place	3534	SY		$54.24		$100.00		$62.00		$60.00		$65.00	
2.18	McBride Driveways (2 Total) - Plan Sheet C12, complete in place	1	LS		$10,800.00		$40,000.00		$32,000.00		$75,000.00		$20,000.00	
2.19	Goshen Control Valve & Vault - Sheet C18, complete in place	1	LS		$65,000.00		$100,000.00		$150,000.00		$160,000.00		$85,000.00	
2.20	Radar Level Meter - Existing Gulley Road Tank, complete in place	1	LS		$9,500.00		$10,000.00		$14,000.00		$25,000.00		$10,000.00	
2.21	Chapel View Drive System Connection, complete in place	1	LS		$26,000.00		$20,000.00		$25,000.00		$35,000.00		$36,000.00	
2.22	Sediment and Erosion Control	1	LS		$15,000.00		$50,000.00		$105,000.00		$75,000.00		$120,000.00	
	Bid Schedule B - Goshen Improvements					$2,826,491.60		$2,009,996.49		$2,192,745.00		$2,006,875.00		$2,644,939.00
3.1	12-Inch C900 DR14 Class 305 Pipe Installation, complete in place	8560	LF		$230.00		$108.00		$150.00		$123.00		$181.00	
3.2	12-Inch Pipe Testing & Sterilization, complete in place	8560	LF		$5.00		$25.00		$2.00		$2.50		$5.00	
3.3	Compact Ductile Iron Fittings (C153), complete in place	8305	LBS		$16.00		$22.00		$25.00		$28.00		$22.00	
3.4	12-Inch Butterfly Valves, complete in place	14	EA		$16,500.00		$12,000.00		$9,500.00		$8,500.00		$10,400.00	
3.5	Fire Hydrant Assembly, complete in place	9	EA		$11,000.00		$10,552.63		$9,000.00		$8,000.00		$10,000.00	
3.6	3-Inch Combination Air Release and Vacuum Valve Assembly, complete in place	3	EA		$9,500.00		$11,110.94		$18,000.00		$11,000.00		$15,100.00	
3.7	Tie to Existing System - Stations 13+70 +/- & 13+91 +/-, complete in place	1	LS		$25,000.00		$12,000.00		$17,000.00		$35,000.00		$15,850.00	
3.8	Tie to Existing System - Station 39+68 +/-, complete in place	1	LS		$14,000.00		$12,000.00		$12,000.00		$15,000.00		$13,450.00	
3.9	Tie to Existing System - Station 55+32 +/-, complete in place	1	LS		$11,500.00		$10,000.00		$9,000.00		$15,000.00		$8,150.00	
3.10	Reconnect Existing Water Meter Service, complete in place	11	EA		$1,100.00		$1,900.00		$2,000.00		$2,000.00		$2,575.00	
3.11	Cut and Cap Existing Water Main, complete in place	1	LS		$650.00		$5,000.00		$11,500.00		$40,000.00		$12,750.00	
3.12	Bank Stabilization/Rip Rap for Creek/Ditch Crossings, complete in place	1	LS		$27,000.00		$50,000.00		$60,000.00		$38,000.00		$110,000.00	
3.13	Blue Springs Road Bore, complete in place	1	LS		$43,000.00		$44,000.00		$55,000.00		$70,000.00		$94,000.00	
3.14	Highway 45 Bore, complete in place	1	LS		$80,000.00		$58,000.00		$85,000.00		$115,000.00		$150,000.00	
3.15	Tie to Existing System - Station 85+55 +/-, complete in place	1	LS		$10,500.00		$16,000.00		$9,000.00		$8,500.00		$15,000.00	
3.16	Asphalt/Concrete Pavement Road/Driveway Repair, complete in place	34	SY		$384.00		$200.00		$600.00		$475.00		$185.00	
3.17	Gravel Road/Driveway Repair, complete in place	11	EA		$3,500.00		$2,200.00		$800.00		$1,500.00		$2,500.00	
3.18	Sugg / Blair Driveway Replacement - Plan Sheet C22, complete in place	293	SY		$79.20		$200.00		$100.00		$85.00		$78.00	
3.19	Sediment and Erosion Control	1	LS		$25,000.00		$75,000.00		$64,000.00		$60,000.00		$84,000.00	
	Bid Schedule C - Guy Terry Road West Improvements					$324,523.00		$425,647.00		$348,712.00		$373,152.00		$519,101.00
4.1	Ties to Existing System (2 Total), complete in place	1	LS		$1,650.00		$6,500.00		$6,500.00		$15,000.00		$5,100.00	
4.2	8-Inch C900 DR14 Class 305 Pipe Installation, complete in place	2200	LF		$85.00		$75.00		$74.00		$78.00		$135.00	
4.3	8-Inch Pipe Testing & Sterilization, complete in place	2200	LF		$3.00		$20.00		$2.00		$2.50		$5.00	
4.4	Compact Ductile Iron Fittings, complete in place	1334	LBS		$10.50		$18.00		$24.00		$28.00		$24.00	
4.5	Gate Valves and Boxes, complete in place	1	EA		$4,800.00		$12,000.00		$2,800.00		$3,000.00		$3,800.00	
4.6	Fire Hydrant Assembly, complete in place	3	EA		$8,500.00		$10,333.00		$8,500.00		$8,000.00		$10,000.00	
4.7	3-Inch Combination Air Valve Assembly, complete in place	1	EA		$8,500.00		$9,000.00		$16,000.00		$11,000.00		$15,100.00	
4.8	Single Meter Setting, complete in place	3	EA		$1,800.00		$4,667.00		$3,100.00		$2,000.00		$3,175.00	
4.9	1-Inch Meter Setting, complete in place	3	EA		$2,000.00		$4,591.00		$3,100.00		$2,000.00		$3,100.00	
4.10	Remove Existing Meter Setting	6	EA		$250.00		$1,000.00		$600.00		$400.00		$570.00	
4.11	Reconnect Existing Water Meter Service, complete in place	2	EA		$1,100.00		$3,731.00		$2,100.00		$1,550.00		$2,425.00	
4.12	Cut and Cap Existing Water Main, complete in place	1	LS		$650.00		$5,500.00		$3,800.00		$15,000.00		$5,550.00	
4.13	Bank Stabilization/Rip Rap for Creek/Ditch Crossings, complete in place	1	LS		$16,000.00		$50,000.00		$32,000.00		$30,000.00		$45,000.00	
4.14	Asphalt/Concrete Pavement Road/Driveway Repair, complete in place	24	SY		$384.00		$200.00		$600.00		$475.00		$185.00	
4.15	Gravel Road/Driveway Repair, complete in place	8	EA		$3,500.00		$2,200.00		$262.00		$750.00		$2,500.00	
4.16	Sediment and Erosion Control	1	LS		$7,500.00		$15,000.00		$20,000.00		$25,000.00		$23,000.00	
	Bid Schedule D - Guy Terry Road East, Sassafras Hill Road, and Hunters Ridge Road Improvements					$898,060.48		$1,013,985.60		$1,080,264.00		$977,384.50		$1,335,847.00
5.1	Ties to Existing System, complete in place	1	LS		$35,000.00		$68,000.00		$65,000.00		$90,000.00		$92,500.00	
5.2	8-Inch C900 DR14 Class 305 Pipe Installation, complete in place	5045	LF		$90.00		$75.00		$92.00		$78.00		$135.00	
5.3	8-Inch Pipe Testing & Sterilization, complete in place	5045	LF		$3.00		$20.00		$2.00		$2.50		$5.00	
5.4	Compact Ductile Iron Fittings (C153), complete in place	2989	LBS		$19.00		$21.64		$20.00		$28.00		$23.00	
5.5	Gate Valves and Boxes, complete in place	10	EA		$4,800.00		$3,500.00		$2,800.00		$3,000.00		$3,800.00	
5.6	Fire Hydrant Assembly, complete in place	8	EA		$8,500.00		$10,034.23		$8,500.00		$8,000.00		$10,000.00	
5.7	3-Inch Combination Air Valve Assembly, complete in place	4	EA		$8,500.00		$9,303.00		$16,000.00		$11,000.00		$15,100.00	
5.8	Highway 45 Bore - Hunters Ridge, complete in place	1	LS		$62,000.00		$46,000.00		$70,000.00		$80,000.00		$102,000.00	
5.9	Single Meter Setting, complete in place	7	EA		$1,800.00		$4,000.00		$2,300.00		$2,000.00		$2,500.00	
5.10	Double Meter Setting, complete in place	2	EA		$2,800.00		$8,000.00		$3,600.00		$3,500.00		$4,025.00	
5.11	Remove Existing Meter Setting	9	EA		$250.00		$1,000.00		$500.00		$400.00		$560.00	
5.12	Reconnect Existing Water Meter Service, complete in place	14	EA		$1,100.00		$2,200.00		$8,000.00		$1,950.00		$2,425.00	
5.13	Cut and Cap Existing Water Main, complete in place	1	LS		$650.00		$3,942.80		$10,600.00		$35,000.00		$12,850.00	
5.14	Asphalt/Concrete Pavement Road/Driveway Repair, complete in place	48	SY		$384.00		$200.00		$600.00		$475.00		$185.00	
5.15	Gravel Road/Driveway Repair, complete in place	5	EA		$3,500.00		$2,200.00		$350.00		$750.00		$2,500.00	
5.16	Hunters Ridge Road Pavement Repair - Sta.3+00 to 4+22 +/-	602	SY		$54.24		$100.00		$52.00		$60.00		$65.00	
5.17	Sediment and Erosion Control	1	LS		$20,000.00		$35,000.00		$49,000.00		$30,000.00		$50,000.00	
	DEDUCTIVE ALTERNATE #1: Bid Schedule D (Includes all bid items included in Schedule D)					$898,060.48		$1,013,985.60		$1,080,264.00		$977,384.50		$1,335,847.00
	DEDUCTIVE ALTERNATE #2: Bid Schedule D + Bid Schedule C (Includes all bid items included in Schedules C & D)					$1,222,583.40	**	$1,439,632.60		$1,438,976.00		$1,350,536.50		$1,854,948.00
	DEDUCTIVE ALTERNATE #3 - Not Used					$4,089,075.00		$3,593,611.94		$3,646,721.76		$3,337,411.50		$4,499,847.00

*** Calculation Corrected*

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

Amanda Beilfuss, Sr. Purchasing Agent 4/12/24

Les McGaugh, Purchasing Director 4/12/2024

Bid 24-29 Addendum 2
Crossland Heavy Contractors, Inc.
Supplier Response

Event Information

Number: Bid 24-29 Addendum 2
Title: Construction - East Fayetteville Water Improvements
Type: Invitation to Bid
Issue Date: 3/17/2024
Deadline: 4/10/2024 02:00 PM (CT)
Notes: The City of The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction of a new pump station and the installation of 8-inch, 12-inch, and 18-inch PVC and DIP water lines. The work also includes, but is not limited to, five (5) bores across state highways and paved county roads, and miscellaneous improvements. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Beilfuss - Sr. Purchasing Agent
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Crossland Heavy Contractors, Inc. Information

Contact: Amy Harlos
Address: 501 S. East Ave
Columbus, KS 66725
Phone: (620) 429-1410
Email: aharlos@heavycontractors.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Amy Harlos
Signature

aharlos@heavycontractors.com
Email

Submitted at 4/10/2024 01:46:50 PM (CT)

Requested Attachments

Bid 24-29, Bid Bond

CHC Bid Bond - East Fayetteville Pump Station.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Bid 24-29, Required Signature Forms

CHC Bid Form - East Fayetteville Pump Station.pdf

Please attach your completed forms. These documents can be found in the Project Manual or as a convenience file in the 'Attachments' tab titled File #00.

Response Attachments

Ark 2024 License.pdf

CHC Arkansas Contractor's License 2024

Current Contracts on Hand-03-22-24.xlsx

CHC Current Contracts

Construction Experience of Key Individuals CHC.pdf

Construction Experience - Key Individuals

Reference Projects of Similar Experience CHC.pdf

Reference Projects

Corporate Resolution - D. Thompson Signature.pdf

Corporate Resolution

CHC Bidder's Qualification Statement - East Fayetteville Pump Station.pdf

CHC Bidder's Qualification Statement

CHC East Fayetteville - Suppliers and Materials.pdf

CHC Suppliers and Materials

Bid Attributes

1	**Arkansas Secretary of State Filing Number:**
	100205582

2 **Arkansas Contractor License Number:**

0067301124

3 **Check Yes or No:**

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☑ Yes, I agree

☐ No, I don't agree

4 **Check Yes or No:**

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy,
Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any
public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel,
Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

☑ Yes, I agree

☐ No, I don't agree

5 **Addendum Acknowledgement**

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☑ I agree

Bid Lines

1 **Package Header**

Base Bid Items

Quantity: 1 UOM: EA Total: $817,000.00

Package Items

1.1 Mobilization (Not to Exceed 5% of Base Bid, not including bonds and insurance)

Quantity: 1 UOM: LS Price: $400,000.00 Total: $400,000.00

1.2 Bonds and Insurance

Quantity: 1 UOM: LS Price: $400,000.00 Total: $400,000.00

1.3 Trench and Excavation Safety Systems, as required by Act 291 of the 1993 Arkansas General Assembly

Quantity: 1 UOM: LS Price: $17,000.00 Total: $17,000.00

2 **Package Header**

Bid Schedule A - Gulley Road Improvements

Quantity: 1 UOM: EA Total: $5,308,923.00

Package Items

2.1 Tie to Existing 18-Inch Waterline at Station 0+00, complete in place

Quantity: 1 UOM: LS Price: $38,000.00 Total: $38,000.00

2.2 18-Inch Ductile Iron Pipe, complete in place

Quantity: 7746 UOM: LF Price: $192.00 Total: $1,487,232.00

2.3 18-Inch Ductile Pipe Testing & Sterilization, complete in place

Quantity: 7746 UOM: LF Price: $2.00 Total: $15,492.00

2.4 Compact Ductile Iron Fittings (C153), complete in place

Quantity: 20019 UOM: LBS Price: $14.00 Total: $280,266.00

2.5 18-inch Butterfly Valves, complete in place

Quantity: 16 UOM: EA Price: $20,000.00 Total: $320,000.00

2.6 Fire Hydrant Assembly, complete in place

Quantity: 16 UOM: EA Price: $10,500.00 Total: $168,000.00

2.7 4-Inch Combination Air Release and Vacuum Valve Assembly, complete in place

Quantity: 3 UOM: EA Price: $21,000.00 Total: $63,000.00

2.8 Gulley Road Bore No.1 - Station 21+30 +/-, complete in place

Quantity: 1 UOM: LS Price: $80,000.00 Total: $80,000.00

2.9 Gulley Road Bore No.2 - Station 37+50 +/-, complete in place

Quantity: 1 UOM: LS Price: $190,000.00 Total: $190,000.00

2.10 Hwy. 45 Bore - Station 73+00 +/-, complete in place

Quantity: 1 UOM: LS Price: $230,000.00 Total: $230,000.00

2.11 Tie to Existing 12-Inch Waterline - Station 74+97 +/-, complete in place

Quantity: 1 UOM: LS Price: $2,000.00 Total: $2,000.00

2.12 Prefabricated Pump Station, complete in place

Quantity: 1 UOM: LS Price: $1,680,000.00 Total: $1,680,000.00

2.13 Bank Stabilization/Rip Rap for Creek/Ditch Crossings, complete in place

Quantity: 1 UOM: LS Price: $55,000.00 Total: $55,000.00

2.14 Creek Crossing - Station 59+78 +/-, complete in place

Quantity: 1 UOM: LS Price: $90,000.00 Total: $90,000.00

2.15 Asphalt/Concrete Pavement Road/Driveway Repair, complete in place

Quantity: 107 UOM: SY Price: $575.00 Total: $61,525.00

2.16 Gravel Road/Driveway Repair, complete in place

Quantity: 10 UOM: EA Price: $330.00 Total: $3,300.00

2.17 Gulley Road Pavement Repair - Station 29+50 to 32+50 +/- & 46+50 to 59+50 +/-, complete in place

Quantity: 3534 UOM: SY Price: $62.00 Total: $219,108.00

2.18 McBride Driveways (2 Total) - Plan Sheet C12, complete in place

Quantity: 1 UOM: LS Price: $32,000.00 Total: $32,000.00

2.19 Goshen Control Valve & Vault - Sheet C18, complete in place

Quantity: 1 UOM: LS Price: $150,000.00 Total: $150,000.00

2.20 Radar Level Meter - Existing Gulley Road Tank, complete in place

Quantity: 1 UOM: LS Price: $14,000.00 Total: $14,000.00

2.21 Chapel View Drive System Connection, complete in place

Quantity: 1 UOM: LS Price: $25,000.00 Total: $25,000.00

2.22 Sediment and Erosion Control

Quantity: 1 UOM: LS Price: $105,000.00 Total: $105,000.00

3 Package Header

Bid Schedule B - Goshen Improvements

Quantity: 1 UOM: EA Total: $2,192,745.00

Package Items

3.1 12-Inch C900 DR14 Class 305 Pipe Installation, complete in place

Quantity: 8560 UOM: LF Price: $150.00 Total: $1,284,000.00

3.2 12-Inch Pipe Testing & Sterilization, complete in place

Quantity: 8560 UOM: LF Price: $2.00 Total: $17,120.00

3.3 Compact Ductile Iron Fittings (C153), complete in place

Quantity: 8305 UOM: LBS Price: $25.00 Total: $207,625.00

3.4 12-Inch Butterfly Valves, complete in place

Quantity: 14 UOM: EA Price: $9,500.00 Total: $133,000.00

3.5 Fire Hydrant Assembly, complete in place

Quantity: 9 UOM: EA Price: $9,000.00 Total: $81,000.00

3.6 3-Inch Combination Air Release and Vacuum Valve Assembly, complete in place

Quantity: 3 UOM: EA Price: $19,000.00 Total: $57,000.00

3.7 Tie to Existing System - Stations 13+70 +/- & 13+91 +/-, complete in place

Quantity: 1 UOM: LS Price: $17,000.00 Total: $17,000.00

3.8 Tie to Existing System - Station 39+68 +/-, complete in place

Quantity: 1 UOM: LS Price: $12,000.00 Total: $12,000.00

3.9 Tie to Existing System - Station 55+32 +/-, complete in place

Quantity: 1 UOM: LS Price: $9,000.00 Total: $9,000.00

3.10 Reconnect Existing Water Meter Service, complete in place

Quantity: 11 UOM: EA Price: $2,000.00 Total: $22,000.00

3.11 Cut and Cap Existing Water Main, complete in place

Quantity: 1 UOM: LS Price: $11,500.00 Total: $11,500.00

3.12 Bank Stabilization/Rip Rap for Creek/Ditch Crossings, complete in place

Quantity: 1 UOM: LS Price: $60,000.00 Total: $60,000.00

3.13 Blue Springs Road Bore, complete in place

Quantity: 1 UOM: LS Price: $55,000.00 Total: $55,000.00

3.14 Highway 45 Bore, complete in place

Quantity: 1 UOM: LS Price: $95,000.00 Total: $95,000.00

3.15 Tie to Existing System - Station 85+55 +/-, complete in place

Quantity: 1 UOM: LS Price: $9,000.00 Total: $9,000.00

3.16 Asphalt/Concrete Pavement Road/Driveway Repair, complete in place

Quantity: 34 UOM: SY Price: $600.00 Total: $20,400.00

3.17 Gravel Road/Driveway Repair, complete in place

Quantity: 11 UOM: EA Price: $800.00 Total: $8,800.00

3.18 Sugg / Blair Driveway Replacement - Plan Sheet C22, complete in place

Quantity: 293 UOM: SY Price: $100.00 Total: $29,300.00

3.19 Sediment and Erosion Control

Quantity: 1 UOM: LS Price: $64,000.00 Total: $64,000.00

4 Package Header

Bid Schedule C - Guy Terry Road West Improvements

Quantity: 1 UOM: EA Total: $348,712.00

Package Items

4.1 Ties to Existing System (2 Total), complete in place

Quantity: 1 UOM: LS Price: $6,500.00 Total: $6,500.00

4.2 8-Inch C900 DR14 Class 305 Pipe Installation, complete in place

Quantity: 2200 UOM: LF Price: $74.00 Total: $162,800.00

4.3 8-Inch Pipe Testing & Sterilization, complete in place

Quantity: 2200 UOM: LF Price: $2.00 Total: $4,400.00

4.4 Compact Ductile Iron Fittings, complete in place

Quantity: 1334 UOM: LBS Price: $24.00 Total: $32,016.00

4.5 Gate Valves and Boxes, complete in place

Quantity: 1 UOM: EA Price: $2,800.00 Total: $2,800.00

4.6 Fire Hydrant Assembly, complete in place

Quantity: 3 UOM: EA Price: $8,500.00 Total: $25,500.00

4.7 3-Inch Combination Air Valve Assembly, complete in place

Quantity: 1 UOM: EA Price: $16,000.00 Total: $16,000.00

4.8 Single Meter Setting, complete in place

Quantity: 3 UOM: EA Price: $3,100.00 Total: $9,300.00

4.9 1-Inch Meter Setting, complete in place

Quantity: 3 UOM: EA Price: $3,100.00 Total: $9,300.00

4.10 Remove Existing Meter Setting

Quantity: 6 UOM: EA Price: $600.00 Total: $3,600.00

4.11 Reconnect Existing Water Meter Service, complete in place

Quantity: 2 UOM: EA Price: $2,100.00 Total: $4,200.00

4.12 Cut and Cap Existing Water Main, complete in place

Quantity: 1 UOM: LS Price: $3,800.00 Total: $3,800.00

4.13 Bank Stabilization/Rip Rap for Creek/Ditch Crossings, complete in place

Quantity: 1 UOM: LS Price: $32,000.00 Total: $32,000.00

4.14 Asphalt/Concrete Pavement Road/Driveway Repair, complete in place

Quantity: 24 UOM: SY Price: $600.00 Total: $14,400.00

4.15 Gravel Road/Driveway Repair, complete in place

Quantity: 8 UOM: EA Price: $262.00 Total: $2,096.00

4.16 Sediment and Erosion Control

Quantity: 1 UOM: LS Price: $20,000.00 Total: $20,000.00

5 Package Header

Bid Schedule D - Guy Terry Road East, Sassafras Hill Road, and Hunters Ridge Road Improvements

Quantity: 1 UOM: EA Total: $1,090,264.00

Package Items

5.1 Ties to Existing System, complete in place

Quantity: 1 UOM: LS Price: $65,000.00 Total: $65,000.00

5.2 8-Inch C900 DR14 Class 305 Pipe Installation, complete in place

Quantity: 5045 UOM: LF Price: $92.00 Total: $464,140.00

5.3 8-Inch Pipe Testing & Sterilization, complete in place

Quantity: 5045 UOM: LF Price: $2.00 Total: $10,090.00

5.4 Compact Ductile Iron Fittings (C153), complete in place

Quantity: 2989 UOM: LBS Price: $20.00 Total: $59,780.00

5.5 Gate Valves and Boxes, complete in place

Quantity: 10 UOM: EA Price: $2,800.00 Total: $28,000.00

5.6 Fire Hydrant Assembly, complete in place

Quantity: 8 UOM: EA Price: $8,500.00 Total: $68,000.00

5.7 3-Inch Combination Air Valve Assembly, complete in place

Quantity: 4 UOM: EA Price: $16,000.00 Total: $64,000.00

5.8 Highway 45 Bore - Hunters Ridge, complete in place

Quantity: 1 UOM: LS Price: $70,000.00 Total: $70,000.00

5.9 Single Meter Setting, complete in place

Quantity: 7 UOM: EA Price: $2,300.00 Total: $16,100.00

5.10 Double Meter Setting, complete in place

Quantity: 2 UOM: EA Price: $3,600.00 Total: $7,200.00

5.11 Remove Existing Meter Setting

Quantity: 9 UOM: EA Price: $500.00 Total: $4,500.00

5.12 Reconnect Existing Water Meter Service, complete in place

Quantity: 14 UOM: EA Price: $8,000.00 Total: $112,000.00

5.13 Cut and Cap Existing Water Main, complete in place

Quantity: 1 UOM: LS Price: $10,600.00 Total: $10,600.00

5.14 Asphalt/Concrete Pavement Road/Driveway Repair, complete in place

Quantity: 48 UOM: SY Price: $600.00 Total: $28,800.00

5.15 Gravel Road/Driveway Repair, complete in place

Quantity: 5 UOM: EA Price: $350.00 Total: $1,750.00

5.16 Hunters Ridge Road Pavement Repair - Sta.3+00 to 4+22 +/-

Quantity: 602 UOM: SY Price: $52.00 Total: $31,304.00

5.17 Sediment and Erosion Control

Quantity: 1 UOM: LS Price: $49,000.00 Total: $49,000.00

6 Package Header

Deductive Alternates

Quantity: 1 UOM: EA Total: $6,175,961.00

Package Items

6.1 DEDUCTIVE ALTERNATE #1: Bid Schedule D (Includes all bid items included in Schedule D)

Quantity: 1 UOM: LS Price: $1,090,264.00 Total: $1,090,264.00

6.2 DEDUCTIVE ALTERNATE #2: Bid Schedule D + Bid Schedule C (Includes all bid items included in Schedule D + Schedule C)

Quantity: 1 UOM: LS Price: $1,438,976.00 Total: $1,438,976.00

6.3 DEDUCTIVE ALTERNATE #3: Bid Schedule D + Bid Schedule C + Schedule B. Additionally, Schedule A - Bid Item 19 - Goshen Control Valve and Vault will include a connection to the existing 6" water line with stub outs for future connection to the Goshen 12" line.

Quantity: 1 UOM: LS Price: $3,646,721.00 Total: $3,646,721.00

Response Total: $15,933,605.00

SECTION 00 43 13 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Crossland Heavy Contractors, Inc.
PO Box 350
Columbus, KS 66725

as Principal, hereinafter called the Principal, and

Federal Insurance Company / Fidelity and Deposit Company of Maryland
202B Hall's Mill Road, Whitehouse Station, NJ 08889 /
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IN / IL as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of Five Percent of Amount Bid Dollars ($***5%***), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, Principal has submitted a Bid for:

CONSTRUCTION – EAST SERVICE AREA WATER IMPROVEMENTS – CONTRACT SECTION III, NEW PUMP STATION AND WATER LINE IMPROVEMENTS

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof 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.

Signed and sealed this 10th day of April 20 24 .

PRINCIPAL

(CORPORATE SEAL)

Crossland Heavy Contractors, Inc.

By _____

(Signature)

Mark Sell, Executive Chairman

(Type or print)

SURETY

Federal Insurance Company /
Fidelity and Deposit Company of Maryland

By _____

(Signature)

Elizabeth Drone, Attorney-in-Fact

(Type or print)

ATTORNEY-IN-FACT

(CORPORATE SEAL)

_____

By _____

(Signature)

Elizabeth Drone, Attorney-in-Fact

(Type or print)

This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety

END OF SECTION 00 43 13

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Clara R. Navarro Abela, Alycia Marie Hoebener, Todd Alan Rambo, Timothy Craig Smith, Myriah A. Anderson and Desiree E. Westmoreland of Wichita, Kansas; Monica F. Donatelli, Elizabeth Drone, Charissa D. Lecuyer, Morgan Wilkerson-Liu, and S. Mark Wilkerson of Overland Park, Kansas ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **2nd day** of **February, 2024.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **2nd** day of **February, 2024** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 10th Day of April, 2024

Dawn M. Chloros, Assistant S...

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY INDIANA

Combined: FED-VIG-PI-WFIC-AAIC (rev. 11-19)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint S. Mark WILKERSON, Morgan WILKERSON-LIU, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Charissa D. LECUYER, Elizabeth DRONE **of Overland Park, Kansas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

,

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 09th day of February, A.D. 2024.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1872 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 09th day of February, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC EXP. 01/27/2025 BALTIMORE COUNTY, MD

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of April, 2024.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION 00 11 53 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: **EAST SERVICE AREA WATER IMPROVEMENTS – CONTRACT SECTION III, NEW PUMP STATION AND WATER LINE IMPROVEMENTS**

City of Fayetteville Bid Number: 24 – 29, Construction

Date: 4/10/24

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Crossland Heavy Contractors, Inc.

Name Mark Sell, Executive Chairman

Address 501 S East Ave, Columbus KS 66725

Principal Office Columbus, Kansas

Corporation, LLC, partnership, individual, joint venture, other Corporation

Arkansas State General Contractor's License Number 0067301124

(Type or legibly print)

For a Contractor to be considered as Qualified, the Contractor must satisfy all financial, insurance, and bonding requirements of the City of Fayetteville, and **must have had at least five (5) years of experience under the current Contractor name** in the installation of water and sewer facilities. The Contractor shall have executed work for municipalities operating water/sewer facilities or water/sewer contracted operations **with a minimum of three (3) projects exceeding five hundred thousand ($500,000) dollars for similar work as described in the Contract Documents.** Work for developers and commercial site work will not be considered as permissible work experience. Acceptable documentation of these projects must be submitted to the City of Fayetteville. In accordance with Arkansas Procurement Law, a Contractor may use the combined experience of its owners or senior executive staff to satisfy the requirements, or the combined experience of the key personnel that will be responsible for satisfying the experience requirement.

EXPERIENCE STATEMENT (MANDATORY)

1. Bidder has been engaged as a General Contractor in construction for 30 years and has performed work of the nature and magnitude of this Contract for 30 years. Bidder has been in business under its present name for 30 years.

2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer/architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.) See attached.

3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer/architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.) see attached.

4. Responsibilities of Participants Regarding Transactions (A.K.A. DEBARMENT AND SUSPENSION): Individuals or organizations that have been debarred are prohibited from participating. This prohibition applies for every contract and subcontract for materials, supplies, equipment, and services. None.

5. Has Bidder ever failed to complete any project? If so, state when, where, and why. No.

6. Bidder normally performs the following work with his own forces:

   Structural steel, deep foundations, below-grade utilities, earthworks & excavations, yard & process piping, cast-in-place concrete

7. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

   see attached resumes.

8. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

   Fidelity & Deposit Co. of MD
   1400 American Lane, Tower I, 18th FL
   Schaumburg, IL 60196

   IMA, Inc.
   51 Corporate Woods
   9393 W. 110th St. Ste 600
   Overland Park, KS 66210

9. Bidder's Workmen's Compensation Experience Modifier Factor is: 0.41.

FINANCIAL STATEMENT (IF REQUESTED)

A. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville the following additional information:

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).

   b. Net fixed assets.

   c. Other assets.

   d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).

   e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

   f. Name of firm preparing financial statement and date thereof:

   If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	Judgment Creditors	Where Docketed and Date	Amount
a.	_____	_____	$_____
b.	_____	_____	$_____

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: 4/10/24, 2024

(OFFICIAL SEAL)

Name of Organization:
Crossland Heavy Contractors, Inc

By Mark Sell, Executive Chairman

(Type or legibly print)

By _____

(Signature) Mark Sell

Title Executive Chairman

(Type or legibly print)

If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation or LLC, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.

Contractor shall attach evidence of authority of signature. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and authority to sign.

END OF SECTION 00 11 53

ARTICLE 1 – BID RECIPIENT

1.1 All bids have to be submitted to Purchasing.

The City of Fayetteville
113 W. Mountain Street
Fayetteville, Arkansas 72701

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.1 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.2 The Successful Bidder will sign and submit the Contract Agreement and other documents required by the bidding requirements within 30 days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	4|2|24
2	4|5|24

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all:

1. reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and

2. reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

I. Bidder has given The Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.1 Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejections.

In the event no bid falls within the amount of funds certified for the project plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of "mobilization" exceed 5% of the total contract amount for all items listed in the proposal or bid minus bonds and insurance.

Bidder will complete the Work in accordance with the Contract Documents for the amount bid.

REFER TO THE CITY'S ELECTRONIC BIDDING PLATFORM TO SUBMIT BID PRICING ELECTRONICALLY.

CONTACT THE CITY PURCHASING DIVISION TO SUBMIT A PHYSICAL SEALED BID.

5.2 Bidder acknowledges that

A. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

B. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

C. The contract, if awarded will be based on the lowest responsive, responsible bid accepted by the City of Fayetteville, Arkansas.

D. Unit prices have been computed in accordance with paragraph 13.03 of the General Conditions.

E. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

F. Unit and lump sum prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

G. The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

ARTICLE 6 – TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially complete within 420 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 450 calendar days after the date when the Contract Times commence to run.

6.1 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.1 The following documents are submitted with and made a condition of this Bid:

A. Required Bid Security in the form of bid bond for 5% of amount of bid.

_____ ($ _____)
(Dollar Amount Written in Words) (Total in Figures)

B. Required Bid Bond (Section 00 43 13);

C. List of Proposed Subcontractors;

D. List of Proposed Suppliers;

E. List of Project References (see Section of Bidders Qualification Statement)

F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

G. Contractor's License No.: 006730124

H. Required Bidder Qualification Statement with supporting data (see Section 00 21 13 Instructions to Bidders);

ARTICLE 8 – DEFINED TERMS

8.1 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.1 Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

9.1 The Bidder has reviewed and agrees with all sections of the Plans, Specifications and Contract Documents, including all Addenda, and the Comprehensive Best Management Practices Plan included with the Bid Documents.

Submitted this 10th day of April, 2024.

Respectfully submitted,

Crossland Heavy Contractors, Inc.
(Firm Name)

By
(Signature)

Mark Sell, Executive Chairman
(Printed Name)

CROSSLAND HEAVY CONTRACTORS, INC. CORPORATE SEAL KANSAS 1963

Attest: Amy Hanlon Title Estimating Admin. Assistant
(Seal, if bid is by corporation.)

Arkansas License No. 0067301124 501 S East Ave., Columbus KS 66725
(Business Address & Zip Code)

Federal Tax ID No. 48-1131853

Address for giving notices:

501 S East Avenue
Columbus KS 66725

Telephone Number: 620.429.1014

Fax Number:

Contact Name and e-mail address: David Robinson
drobinson@heavycontractors.com

INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state who, under subcontract to the prime contractor, specially fabricated and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the prime contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. Failure to comply with this requirement will render the Bid nonresponsive and may cause its rejection.

Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor's Name & Address
1. Electrical	0219360522	3%	Axis Electric LLC 1020 S. School Ave Fayetteville AR. 72701
2. Boring	00918204	6%	Hall Directional Boring 1609 Melly Wagnon Rd Fayetteville AR 72701
3. Sitework	133430522	1%	Second Nature Landscapes 144 Abbey Ln, Fayetteville AR 72703
4. Fence	0356870324	1%	Modern Fence of NWA 1864 Ford Ave Springdale AR 72764
5. Asphalt	00409408 24	3.5%	Tomlinson Asphalt 1411 W. Van Asche Dr Fayetteville AR 72704
6.			
7.			

Note: Attach additional sheets if required.

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST:

The Bidder shall indicate below which Supplier the Bidder intends to use to furnish, under the Bid, each item of equipment or material listed on this form by writing in one of the named suppliers specified in the Technical Specifications for that equipment or material. (Proposed substitutes may be listed on the Proposed Substitute Equipment/Material Supplier List form but will only be considered after award of the Contract.) If no supplier is named in the Technical Specifications, the Bidder may list any supplier whose product meets all the requirements and technical criteria specified. The listing of more than one supplier for each equipment/material to be furnished with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid nonresponsive and may cause its rejection.

EQUIPMENT / MATERIAL	SPEC SECTION	SUPPLIER
Pump Station	33 14 43	ISI, Inc
Aggregate	31 37 00	APAC - Central
Concrete	03 30 00	Eagle Redi-Mix
Reinforcing Steel	03 30 00	Crossland Prefab
Pipe	33 05 19	Ferguson Waterworks

License No. 0067301124

ID #8600

State of Arkansas

Commercial Contractors Licensing Board

CROSSLAND HEAVY CONTRACTORS, INC.
501 S EAST AVENUE
COLUMBUS, KS 66725

This is to Certify That CROSSLAND HEAVY CONTRACTORS, INC.

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

HEAVY CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from October 13, 2023 **until** November 30, 2024 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

October 13, 2023 - dsa

DAN THOMPSON

President

CONTACT

dthompson@heavycontractors.com

479-366-1637

YEARS OF EXPERIENCE
27 Years

EDUCATION
Bachelor of Science
Construction Engineering & Technology
Pittsburg State University

CERTIFICATIONS
OSHA 10 Hour
Smith Driving Certified

INDUSTRY + CIVIC INVOLVEMENT
Springdale Rotary Club

As President of the Company and Manager of the Arkansas Division, Dan Thompson is responsible for supervising all management personnel based and operating within the Arkansas Division. He directly oversees all projects in his region, providing input and executive authorization. He actively maintains relationships with each of Crossland Heavy's valued partners and seeks out ways in which the company can serve them better.

Dan is an extremely active and involved Division Manager and offers guidance and direction throughout the life of each of his Division's projects. Dan oversees each project's budget and schedule, ensuring that Crossland Heavy is doing everything possible to meet or exceed our Owners' expectations. He offers input and guidance as necessary to help each project reach a timely and cost-efficient completion. A known problem solver, Dan maintains a keen focus on success, doing whatever he can to make our partners successful.

PROJECT EXPERIENCE *partial list*

Design-Build Projects:

- Davidson WWTP, Hot Springs, AR, $4.6M
- Tyson WWTP, Green Forest, AR $3.3M
- Decatur WWTP MBR Expansion, Decatur, AR, $9.6M
- RWU Train 2 Rehabilitation, Rogers, AR, $4.6M

CMAR Projects:

- BWD FTW & Solids Processing Impr., Lowell, AR, $4M
- WOKA Whitewater Park, Watts, OK, $30M
- Mid-Town Corridor, Fayetteville, AR, $14.5M
- RWU Solids Handling Facility Ph 1, Rogers, AR, $7.8M
- Hochatown Off-site Improvements, Hochatown, OK, $30M

Design-Bid-Build Projects:

- PWWSD No. 23 WTP, Fredonia, KS, $21.3M
- Beaver Water Treatment Plant, Lowell, AR, $26.2M
- River Intake & Dam Investigation, Fort Scott, KS, $2M
- Tyson WWTP Renovation, Springdale, AR, $2.6M

CHRIS WALTERS

Vice President

CONTACT

cwalters@heavycontractors.com

918-438-2800

YEARS OF EXPERIENCE

18 Years

EDUCATION

Bachelor of Science
Construction Management Technology
Oklahoma State University

CERTIFICATIONS

Class D Waterworks
Class D Wastewater Operator
AGC of America Construction Project Management Course
Competent Person
Confined Space
Trenching & Excavation Certified
P6 Scheduling

As our Vice President and Division Manager of Tulsa, Chris Walters is responsible for supervising all management personnel based and operating within the Oklahoma Region. He directly oversees all projects in his region, providing input and executive authorization.

Chris is an extremely active and involved Vice President and Division Manager, and will offer guidance and direction throughout the life of your project. During the Pre-Construction Phase, Chris will oversee your project's budget and schedule creation. During the Construction Phase, he will observe your project's production rates and progression, offering input and guidance as necessary to help your project reach a timely and cost-efficient completion. A known problem solver, Chris maintains a keen focus on your project's schedule and budget.

PROJECT EXPERIENCE *partial list*

- Lake Hefner WTP Expansion, Oklahoma City, OK, $49M
- Coweta WTF Process Improvements, City of Coweta, $9.8M
- AB Jewell WTP Clarifier Imp., Tulsa, OK, $5.8M
- AB Jewell Clarifier No. 2 Imp., Tulsa, OK, $8.9M
- AB Jewell Clarifier No. 3 Imp., Tulsa, OK, $12.7M
- COT NA Zone 3011, Tulsa, OK, $7.6M
- Northside WWTP Anaerobic Digester Imp., Tulsa, OK, $3.7M
- Haikey Creek WWTP Improv. Sludge Thick., Tulsa, OK, 2.7M
- Southside WWTP Odor Control Improv. Project, Tulsa, OK, 2.5M
- Southfork Joe Creek Channel Improv. Project, Tulsa, OK, $13M
- 15th St. Arterial St. Rehab, Tulsa, OK, $5.7M
- COT Peoria Bus Stops, Tulsa, OK, $5.1M

DOUG WESTERVELT

Corporate Safety Director

CONTACT

dwestervelt@crossland.com

417-437-4376

YEARS OF EXPERIENCE

22 Years

CIVIC INVOLVEMENT

American Society of Safety Engineers

Pittsburg State University Safety Committee

Center Christian Church Elder and Board Chairman

Doug Westervelt has been part of the Crossland Team for over 22 years, having served as our Corporate Safety Director for the last 19 years. As Corporate Safety Director, Doug is ultimately responsible for Crossland's adherence to all OSHA regulations, as well as for our adherence to all Department of Transportation regulations.

Doug oversees Crossland Safety company-wide. He trains and monitors all jobsite safety personnel, and visits all Crossland sites.

- Oversees adherence to OSHA regulations
- Oversees DOT operations, including training and adherence to DOT regulations.
- Implements and maintains the company's STOP Safety Program
- Implements and maintains the company's Drive to Zero Campaign
- Teaches 10 hour and 30 hour OSHA classes
- Proctors NCCER/NACB crane certification exams

CERTIFICATIONS *partial list*

- Certified Safety Professional
- NCCER Construction Site Safety Master
- AGC Safety Management Program
- U.S. Army Imagery Analyst
- U.S. Army Leadership Certified
- Liberty Mutual Decision Driving Institute
- Liberty Mutual Construction Safety Management Program
- NUCA Confined Space and Excavation Program
- FMI Safety Management
- OSHA Outreach Training Program
- NCCER Train-the-Trainer Course
- DBI SALA Fall Protection Course
- NCCER/NACB Crane Practical Examiner
- Scaffold Training Institute

MARK SELL

Chairman of the Board

CONTACT

msell@heavycontractors.com

620-429-1414

YEARS OF EXPERIENCE

41 Years

EDUCATION

Bachelor of Science
Construction Science
Kansas State University

CERTIFICATIONS

HAZCOM-GHS Training
Smith Driving Certification

Mark Sell is one of Crossland Construction's greatest assets, and has been with Crossland Heavy from its inception in 1993. Mark was hired to develop Crossland Heavy from the ground up, and serves as Chairman of the Board. Today, Crossland Heavy is an industry leader in civil construction projects, ranging from bridge and roadwork to water and wastewater treatment plants, site utilities, and pipework. Mark received his Bachelor of Science degree in Construction Science from Kansas State University. With over 40 years of experience, Mark will be there to ensure that every aspect of the construction process is pursued in the most cost-effective and professional manner.

WORK EXPERIENCE

Crossland Heavy Contractors, Columbus, KS 1993 - Present
Co-founded Crossland Heavy Contractors to pursue civil oriented projects including bridge work, water and wastewater treatment facilities, site utilities and pipe work.

Peter Kiewit Sons, Inc., Omaha, NE 1982-1993
Work history included numerous road and bridge projects throughout the Midwest. River intake pump station, sheet pile river weir across Kansas River. Subway renovation and light commuter rail projects in Chicago. Lock and Dam #16 renovation in Muscatine, Iowa.

ERICK LOWE, ASSOC. DBIA

Project Executive

CONTACT

elowe@heavycontractors.com

913-449-3267

YEARS OF EXPERIENCE
11 Years

EDUCATION
Bachelor of Science
Construction Management
Pittsburg State University

CERTIFICATIONS
OSHA 30 Hour
Smith Driving Certified
Leadership Training
Rebar Cages - Safe Lifting and Handling
FMI Project Management Training

Your Advocate throughout your Project

As Manager of the Kansas City Division, Erick leads a team of construction professionals who specialize in water & wastewater projects. Erick is incredibly passionate about projects that make a big impact on a community. He understands the challenges we will likely face together and proactively plans to mitigate them. He will advocate for you to make sure we deliver a safe, reliable, high quality project that will serve you for years to come. Erick actively maintains relationships with each of Crossland Heavy's valued partners and seeks out ways in which we can serve them better.

Erick is an extremely active and involved Division Manager and offers guidance and direction throughout the life of each of his Division's projects. Erick oversees each project's budget and schedule, ensuring that CHC is doing everything possible to meet or exceed our Owners' expectations. He offers input and guidance as necessary to help each project reach a timely and cost-efficient completion. A known problem solver, Erick maintains a keen focus on making our partners successful.

PROJECT EXPERIENCE *partial list*

CMAR Projects:

- Olathe WTP No. 2, Olathe, KS, $17.2M
- Vertical Wells Impr. Ph 1 & 2, Olathe, KS, $10M

Design-Bid-Build Projects:

- Hedge Lane PS & Reservoir, Olathe, KS, $21.2M
- PWWSD #25 WTP, Lawrence, KS, $9.2M
- Louisburg WWTP Impr., Louisburg, KS, $11.1M
- Clinton WTP Taste & Odor, Lawrence, KS, $3.9M
- Nall Ave Pump Station & Rsvr, Leawood, KS, $9.1M
- Turkey Creek Pump Station Impr., Mission, KS, $5.1M
- Wolcott WTP Generator Facility, Kansas City, KS, $9M
- S. Wellfield PWSW No. 13, Leavenworth, KS, $3.1M
- Oread & Kasold Bstr Pump Stns, Lawrence, KS, $4.3M
- Blackbob Pump Station Repairs, Olathe, KS, $434k
- JCW Electrical Impr., Overland Park, KS, $5.1M
- South Lift Station Storage Tank, Gardner, KS, $1.9M

JUSTIN LILLIE

Division Manager - Oklahoma City

CONTACT

jlillie@heavycontractors.com

918-384-8208

YEARS OF EXPERIENCE
22 Years

EDUCATION
Bachelor of Science
Construction Management
Oklahoma State University

CERTIFICATIONS
Smith Driving Certification
OSHA 30 Hour

As Division Manager of the Oklahoma City Division, Justin Lillie is responsible for supervising all management personnel based and operating within the Oklahoma City Region. He directly oversees all projects in his region, providing input and executive authorization.

Justin is an extremely active and involved Project Executive and will offer guidance and direction throughout your project. During the preconstruction phase, Justin will oversee your project's budget and schedule creation. During the construction phase, he will observe your project's production rates and progression, offering input and guidance when necessary to help your project reach a timely and cost-efficient completion. A known problem solver, Justin will maintain a keen focus on your project's schedule and budget.

PROJECT EXPERIENCE *partial list*

- Arcadia Lake WTP Hdlg. & Imp., Edmond, OK, $38.17M
- 61st and Memorial Arterial St, Tulsa, OK, $5.89M
- Non-Arterial Street Rehab Zone 2065C, Tulsa, OK, $5.46M
- Hefner WTP Electrical Loop, Oklahoma City, OK, $6.1M
- 5th Street Extension, Tulsa, OK, $5.95M
- Arcadia Trail, Edmond, OK, $9.8M
- Haikey Creek WWTP Eq. Imp., Broken Arrow, OK, $9.2M
- Harvard Ave 51st to 61st, Tulsa, OK, $4.47M
- Britton Road, The Village, OK, $5.4M
- FedEx Ground OKC, OK, $2.31M
- 36th St N and Lewis Ave, Tulsa, OK, $7.54M
- Fred Creek IV Sleepy Hollow, Tulsa, OK, $3.24M
- Covell Road, Edmond, OK, $9.8M
- Ada Main Street Improvements, Ada, OK, $7.49M
- Cotton County RWD No. 2 WTP, Cache, OK, $5.38M
- Joe Creek 61st Street Sanitary Sewer, Tulsa, OK, $4.26M
- Edmond Trails Ped. Imp., Edmond, OK, $3.5M
- Downt Streetscape & Drain. Impr., Edmond, OK, $2.17M

CROSSLAND
HEAVY CONTRACTORS

501 S East Avenue | PO Box 350
Columbus, Kansas 66725
t 620.429.1410
f 620.429.2977

CORPORATE RESOLUTION

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 27th day of October 2023, the Board of Directors did, by unanimous decision, authorize Mark Sell, Chris Walters, Justin Lillie, Dan Thompson, Erick Lowe or Ivan Crossland, Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All documents signed by Mark Sell, Chris Walters, Justin Lillie, Dan Thompson, Erick Lowe or Ivan Crossland, Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their successors and assigns.

Dan Thompson, President

ATTEST: Holly Rhodes
Holly Rhodes, Secretary

State of Kansas, County of Cherokee:

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Dan Thompson, President of Crossland Heavy Contractors, Inc. a corporation duly organized and existing in the State of Kansas, and he acknowledged the same on behalf of said Corporation.

In witness thereof I have set my hand and affixed my seal this 30 day of Nov 2023.

Denise Lucian
Notary Public

My Commission Expires: 12-21-25

DENISE LUCIAN
Notary Public - State of Kansas
My Appt. Expires 12-21-25

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder:

Crossland Heavy Contractors, Inc.

2. Permanent main office address:

PO Box 350, 501 S. East Avenue, Columbus, KS 66725

3. When organized:

April 1993

If a corporation, where incorporated:

Kansas

4. General character of work performed by your company:

Water & Wastewater Treatment Plants, Lift & Pump Stations, Water & Sewer Lines, Storm Drainage, Earthwork, Concrete, Bridge, Roads

5. Bonding Capacity:

$1.5 Billion

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

See attached Listing

7. Have you ever been late on a project or deaulted on a Contract? If so, where and why?

8. Have you ever been fined or had you license suspended by a Contracor's Licensing Board? If so, where and why?

9. Have you ever had liquidated damages imposed? If so, provide explanantion.

10. List all municipal projects and provide firm's experience in water utilities construction work in excess of $3,000,000 within the last 5 years. Provide owner references for at least three water utility projects in the last 2 years.

See attached listing

11. Provide schedule of your current contracts on hand. Indicate the project title, owner, contract amount and start/finish dates.

See attached listing

12. Provide names of and summary experience of the superintendent that will be assigned to the project, including construction value projects.

See attached listing

Current Projects in Progress/Contracts On Hand 03/22/24	OWNER	CONTRACT AMOUNT	EXPECTED COMPLETION
2022 Wastewater Treatment Facility Improvements	City of Osawatomie	$2,538,564.00	12/22
2 Inch Waterline Replacement - NW Tulsa	Tulsa Metropolitan Utility Authority	$1,538,000.00	9/23
2ND &Bryant	City of Edmond	$7,478,800.00	6/22
8th St Corridor Improvements	City of Bentonville	$28,193,021.80	7/24
8th & Easy Tunnel	City of Rogers	$4,838,330.00	5/24
AA TIA Wet Utilities	City of Tulsa	$8,000,000.00	
AB Jewell Clarifier No. 2 Imps	Tulsa Metropolitan Utility Authority	$8,922,000.00	7/22
AB Jewell Clarifier No. 3 Improvements	Tulsa Metropolitan Utility Authority	$12,717,000.00	7/23
AB Jewell WTP Maint and Rehab	City of Tulsa	$1,912,000.00	7/23
AB Jewell Sodium Hydroxide Improvements	Tulsa Metropolitan Utility Authority	$1,763,623.00	3/24
ADA Main Street Improvements	City of Ada, OK	$8,003,458.22	6/22
Airport Fire Pump Replacement	Johnson County	$97,000.00	6/23
Alpena Wastewater System Improvements	Town of Alpena, Arkansas	$4,284,865.81	5/23
American Airlines TUL Base Power Supply	American Airlines	$3,500,000.00	12/23
Arcadia Lake WTP Residuals Handling & Imps	Edmond Public Works Authority	$39,372,169.57	8/22
Bartlesville Effluent Pump Station	City of Bartlesville	$1,738,000.00	11/22
Black Bob Pipe Abandonment	City of Olathe	$10,000.00	2/23
Black Bob Pump Station Site and Piping Imp	City of Olathe	$581,000.00	03/24
BPU WaterOne Interconnect Piping	BPU Water Engineering	$93,278.00	12/22
BWD Raw Water Main Improvements	Lowell, AR	$576,000.00	3/23
BWD Western Corridor Pump Station	Lowell, AR	$38,373,465.00	12/25
Caney River Raw Water Intkae Improvements	City of Bartlesville	$1,302,206.93	5/22
Cedar Lake Lift Station Improvements	City of Olathe	$2,488,133.40	7/22
Citywide LS Imp West Bank LS	City of Tulsa OK	$478,500.00	
Clear Creek Lift Station Upgrades	City of Springdale	$2,868,238.00	2/23
Contracto 4 High Service Pump Station & Clearwell	City of Lexington	$1,304,114.00	9/22
COT 2 INCH Waterline TMUA-W 11-08, C5	Tulsa Metropolitan Utility Authority	$1,897,000.00	1/23
COT 2 Waterline 31st to Howard	Tulsa Metropolitan Utility Authority	$2,162,000.00	7/22
COT 7th and 8th St Aerterial Rehab	City of Tulsa	$3,510,904.00	5/23
COT NA 8063	City of Tulsa	$3,870,000.00	6/23
COT NA MZ 1153	City of Tulsa	$4,784,000.00	11/23
COT NA ZONE 4031	City of Tulsa	$12,534,085.97	7/23
DLSMB InDense Pilot	Johnson County Wastewater	$55,394.00	3/23
Eagle Bend Irrigation System Improvements	City of Lawrence	$723,000.00	2/23
Facility 2 Filer No. 27 Rebuild	WaterOne	$239,000.00	4/23
Har-Ber Ave. Ext. - 40th St. to Gutensohn Rd.	City of Springdale	$9,985,694.00	7/23
Hefner Surge Enhancements	City of Oklahoma City Water Utilities Trust	$2,109,985.00	5/23
Hefner WTP Ozone Expansion	City of Oklahoma City Water Utilities Trust	$44,432,000.00	7/25
Henson Addition Un-Sewered Area Extend Sanitary Sewer	City of Tulsa	$441,000.00	7/24
Jenks WWTP	City of Jenks, Oklahoma	$11,917,000.00	1/23
Joplin High Service PS Replacement	Missouri American Water Company	$7,249,212.00	12/22
Junction City WTP Improvements Phase 2	City of Junction City	$14,099,012.00	12/22
Kaw Point Control Room Stairs Replacement	Unified Government of Wyandotte County	$63,759.00	12/22
Kaw WTP Electrical & Mechaincal Imps Contract 2	City of Lawrence	$4,457,000.00	4/22
Larson Building Demo	Johnson County Wastewater	$105,940.00	2/23
Lime Silo Slaker Addition	City of Independence Water Department	$3,748,400.00	2/25
Little Cedar Creek Stabilization	City of Olathe	$484,500.00	5/22
Little Osage Trib 2 Drainage Improvements	City of Bentonville	$3,392,063.00	4/23
LLWWTP UV Disinfection Improvements	Broken Arrow Municipal Authority	$5,841,000.00	8/22
Lynn Lane Blower Replacement	Broken Arrow Municipal Authority	$259,000.00	9/22
Madison County Booster Pump Station Rehab	Madison County Water Facilities	$669,940.00	2/22
Main Lift Station & Forcemain Improvements	City of Eudora	$26,066,450.00	12/22
Marshalltown - Armstrong Earthwork & Storm Drain	Columbus, KS	$1,226,759.00	10/23
Middle Basin Misc Electrical Improvement	Johnson County Wastewater	$203,459.00	5/23
Missouri River Intake HVAC Improvements & Roof Replacement	Water District No. 1 of Johnson County	$1,560,000.00	6/23
Mohawk WTP - RAW Water Bldg Augur Removal	Tulsa Metropolitan Utility Authority	$181,000.00	4/23
Mulberry WTP	City of Mulberry AR	$7,498,080.00	
NA St Rehab MZ 2065Z, 2065C	City of Tulsa	$3,518,000.00	11/24

NA St Rehab and WL Repl in MZ 4021	Tulsa, OK	$2,908,000.00	5/24
NA ST MZ 5040	Tulsa, OK	$700,000.00	03/24
NE J Street Early Site Preparation	Bentonville, AR	$716,963.00	3/23
Nelson WWTP Improvements Package 4	Mission, KS	$1,744,000.00	5/23
NEO CM North Groove - North Lake WNP Pump Station	Nabholz Construction Corporation	$792,169.00	12/22
NEO CM South Lake and Green Groove - Outfall Structure	Nabholz Construction Corporation	$347,118.00	4/23
Norman WRF Dewatering Imp	City of Norman OK	$3,000,000.00	04/25
Northland II Pump Station Impr Phase I and II	City of Topeka	$1,092,955.00	10/23
NSWWTP Digester Improvements Project	Tulsa Metropolitan Utility Authority	$2,589,000.00	6/23
NW 9th and D Street	Bentonville, AR	$6,529,392.00	5/24
Olathe Sodium Hypo Tank Replacement	City of Olathe	$349,815.00	5/23
Olathe WTP 1 Demolition	City of Olathe	$743,000.00	10/22
Olathe WTP2 Chemical Feed	Olathe, KS	$14,150,000.00	5/24
Osage Bartlesville	Crossland Construction Company	$1,621,749.00	12/22
Osage Pawhuska - Site Concrete 32A	Crossland Construction Company, Inc.	$851,100.00	10/22
Owasso 116th and Garnett Intersection	City of Owasso	$4,284,000.00	6/22
Owasso 116th Widening Garnett to 129th	City of Oswasso	$8,603,000.00	6/23
Owasso WWTP & Main Lift Station	Owasso Public Works Authority	$21,187,879.00	2/23
Pensacola Ventilation Design GRDA	City of Tulsa OK	$1,240,000.00	
Pinnacle Hills Roundabouts and Uptown Street Improvements	City of Rogers	$10,857,450.00	8/24
Prairie Grove WWTP Expansion	City of Prairie Grove	$7,358,000.00	7/23
Prairie Grove WWTP Lift Station	City of Prairie Grove	$1,235,200.00	10/22
Roof Repl AB Jewell Maintenance Building	City of Tulsa OK	$427,000.00	
Route 66 Rapid Bus Transit Stations - Phase 1	City of Tulsa OK	$3,400,000.00	05/25
RMUA WPC 22-2	Regional Metropolitian Utility Authority	$484,000.00	8/23
S. Dixieland Rd. Ext.	Lowell, AR	$7,741,107.00	1/24
Sapulpa WWTP Imp - Aeration Equipment	City of Sapulpa OK	$500,000.00	
Sand Springs WTP Influent 14" Filter Butterfly Valve	City of Tulsa OK	$100,000.00	
Sand Springs WWTP SBR Blower Repl	City of Sand Springs OK	$1,485,715.00	
Slaughter Pen East Emergency Access Trail	Trailblazers + ETHIC	$432,080.00	10/22
Slaughter Pen West Parking Lot	NWA Trailblazers	$789,856.00	5/22
South Canadian WWTP Improvements	City of Oklahoma City Water Utilities Trust	$213,851,000.00	1/27
S. Delaware Ave and WL Repl	City of Tulsa OK	$1,421,000.00	
South Cedar Creek Elliptical Pipe	City of Olathe	$333,512.00	9/22
Springdale Water Utilities Wastewater TF Phase 1 Improvements	City of Springdale Water and Sewer	$51,394,137.00	2/25
Stillwater Pump Station	City of Stillwater, OK	$25,627,000.00	06/25
Topeka WTP West Plain Basin Rehab	City of Topeka	$10,249,300.00	5/23
Tulsa County Posey Creek Bridge	Tulsa County	$2,005,506.00	5/22
Turkey Creek WWTF Miscellaneous Improvements	Johnson County Wastewater	$2,145,500.00	5/23
Via Emma Waterline Extension	Blue Crane	$44,463.00	5/22
Walton Blvd Intersection (RFP 23-47)	City of Bentonville	$10,000,000.00	02/25
War Eagle Bridge Repair	Benton County	$9,353.00	4/22
Warner WTP Filter Medial Replacement	Warner Utilities Authority	$48,610.00	5/22
Wastewater Treatment Plant Improvements Phase 2	Junction City, KS	$56,406,000.00	12/25
WaterOne Misc. Improvemen	City of Kansas City	$1,373,123.00	4/23
WMHO 10th Street Pedestrian Tunnel Retainage Walls	APAC-Central, Inc.	$240,413.00	6/22
WRWA Landside Wayfinding	Oklahoma City Airport Trust	$5,570,110.00	11/22
Wyss Pumping Station Engine Generator Facilities	WaterOne	$5,776,500.00	12/23

3. Bonded Projects Currently Under Contract

PROJECT	Owner	Engineer	Surety	Type of Work	CONTRACT AMOUNT	EXPECTED COMPLETION
Hefner WTP Chemical Feed Imps	Oklahoma Water Utilities Trust	CP&Y	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Plant	$14,321,601.00	9/16
	420 W. Main, STE 500	1820 Regal Row	Zurich American Insurance Co			
	Oklahoma City, OK 73102	Dallas, TX 75235	Agent: IMA, Inc: 51 Corporate Woods			
	405-297-2399	214-640-1721	9393 West 110th St, Suite 600, Overland Park, KS 66210			
Bellview Road North	City of Rogers	McClelland Consulting Enginners	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Road	$11,576,033.00	12/16
	301 West Chestnut St	PO BOX 1229	Zurich American Insurance Co			
	Rogers, AR 72756	Fayetteville, AR 72702	Agent: IMA, Inc: 51 Corporate Woods			
	479-621-1186	479-443-2377	9393 West 110th St, Suite 600, Overland Park, KS 66210			
Middle Fork White River Bridge	AHTD	AHTD	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Bridge	$7,978,831.90	9/17
	3526 N Highway 112	3526 N Highway 112	Zurich American Insurance Co			
	Fayetteville, AR 72704	Fayetteville, AR 72704	Agent: IMA, Inc: 51 Corporate Woods			
	479-251-9266	479-251-9266	9393 West 110th St, Suite 600, Overland Park, KS 66210			
Union County WTP Expansion	Union County Water Conservation Board	GBMc & Associates	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Plant	$2,989,375.00	10/16
	441 West Cedar	219 Brown Lane	Zurich American Insurance Co			
	El Dorado, AR 71730	Bryant, AR	Agent: IMA, Inc: 51 Corporate Woods			
	870-862-1244	501-847-7077	9393 West 110th St, Suite 600, Overland Park, KS 66210			
Wolcot WTP Engine Generator	Water District No. 1 of Johnson County	Black & Veatch	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Plant	$8,899,888.00	10/16
	10747 Renner Blvd	8400 Ward Parkway	Zurich American Insurance Co			
	Lenexa, KS 66219	Kansas City, MO	Agent: IMA, Inc: 51 Corporate Woods			
	913-895-5826	913-458-3464	9393 West 110th St, Suite 600, Overland Park, KS 66210			
Clinton Raw Water Pump Station Improvements	City of Lawrence	Black & Veatch	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Pump Station	$1,527,000.00	11/16
		8400 Ward Parkway	Zurich American Insurance Co			
		Kansas City, MO	Agent: IMA, Inc: 51 Corporate Woods			
		913-458-3464	9393 West 110th St, Suite 600, Overland Park, KS 66210			
61st and Memorial Arterial Street	City of Tulsa	PEC	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Road	$5,894,000.00	12/16
	2317 S Jackson	4150 S 100th E Ave Suite 401	Zurich American Insurance Co			
	Tulsa, OK	Tulsa, OK 74146	Agent: IMA, Inc: 51 Corporate Woods			
	918-596-9615	918-664-5400	9393 West 110th St, Suite 600, Overland Park, KS 66210			
Maple & Lafayette Bridge	City of Fayetteville, AR	McClelland Consulting Engineers	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Bridge	$1,725,071.42	10/16
	113 W Mountain St	PO BOX 1229	Zurich American Insurance Co			
	Fayetteville, AR	Fayetteville, AR	Agent: IMA, Inc: 51 Corporate Woods			
	479-444-3424	479-443-2377	9393 West 110th St, Suite 600, Overland Park, KS 66210			

Clinton WTP Taste & Odor	City of Lawrence	Burns & McDonnell	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Plant	$3,879,000.00	1/17	
	PO BOX 708	9400 Ward Parkway	Zurich American Insurance Co				
	Lawrence, KS 66044	Kansas City, MO 64114	Agent: IMA, Inc: 51 Corporate Woods				
	785-832-7812	816-822-3218	9393 West 110th St, Suite 600, Overland Park, KS 66210				
WPC 16-3 Southside Boiler Replacement	Tulsa Metro Utility Authority	City of Tulsa	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Plant	$714,840.00	5/17	
	175 E 2nd Street, Suite 260	5300 S. Elwood	Zurich American Insurance Co				
	Tulsa, OK 74106	Tulsa, OK 74107	Agent: IMA, Inc: 51 Corporate Woods				
	918-591-4482	918-591-4482	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Hefner WTP Sludge Handling Facilities	Oklahoma Water Utilities Trust	CP&Y	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Plant	$35,183,541.00	10/17	
	420 W Main, Ste 500	1820 Regal Row	Zurich American Insurance Co				
	Oklahoma City, OK 73102	Dalla, TX 75235	Agent: IMA, Inc: 51 Corporate Woods				
	405-297-2399	214-640-1721	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Decatur WWTP - Design Build Expansion	City of Decatur	McClelland Consulting Engineers	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Plant	$10,000,000.00	2/17	
	310 Maple Ave	1801 N. College Ave	Zurich American Insurance Co				
	Decatur, AR 72722	Fayetteville, AR	Agent: IMA, Inc: 51 Corporate Woods				
	479-752-3912	479-433-2377	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Remington Estates Subdivision	Riggins Commercial Const & Development	ESI- Engineer Services	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Utilities	$1,135,581.25	10/16	
	1204 E Joyce Blve #102	1207 S Old Missouri Rd	Zurich American Insurance Co				
	Fayetteville, AR 72703	Springdale, AR 72764	Agent: IMA, Inc: 51 Corporate Woods				
	479-582-9597	472-751-8733	9393 West 110th St, Suite 600, Overland Park, KS 66210				
New Hope Road Trial & Bridge	City of Rogers	CEI Engineering	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Bridge	$1,167,951.00	12/16	
	301 W Chestnut St	3108 SW Regency Parkway, Suite 2	Zurich American Insurance Co				
	Rogers, AR 72765	Bentonville, AR 72712	Agent: IMA, Inc: 51 Corporate Woods				
	479-621-1186	479-273-9472	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Village on the Creeks Trail	City of Rogers	CEI Engineering	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Misc	$1,630,409.10	1/17	
	301 W Chestnut St	3108 SW Regency Parkway, Suite 2	Zurich American Insurance Co				
	Rogers, AR 72765	Bentonville, AR 72712	Agent: IMA, Inc: 51 Corporate Woods				
	479-621-1186	479-273-9472	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Porum WTP Improvements	City of Porum	Neal, Harvell & Associates	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Plant	$682,362.00	12/16	
	105 South Arkansas St	123 North Oak	Zurich American Insurance Co				
	Porum, AR 74455	Sallisaw, OK 74955	Agent: IMA, Inc: 51 Corporate Woods				
	918-484-2516	918-775-7731	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Durant State Fish Hatchery Improvements	State of OK- Construction & Properties	Garver	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Misc	$2,548,640.00	6/17	
	2401 N. Lincoln, Suite 212	3010 Gaylord Parkway, Suite 190	Zurich American Insurance Co				
	Oklahoma City, OK 73152-3448	Frisco, TX 75034	Agent: IMA, Inc: 51 Corporate Woods				
	405-522-8896	214-619-9047	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Northside WWTP Nitrification Improvements	City of Tulsa	Greeley & Hansen	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Plant	$4,110,130.00	8/17	
	5665 N. 105th Ave	100 South Wacker Drive	Zurich American Insurance Co				
	Tulsa, OK 74117	Chicago, IL 60606	Agent: IMA, Inc: 51 Corporate Woods				
	918-591-4555	312-558-9000	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Grove Downtown Enhancements	Oklahoma Department of Transportation	Oklahoma Department of Transportation	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Road	$865,014.99	11/16	
			Zurich American Insurance Co				
			Agent: IMA, Inc: 51 Corporate Woods				
			9393 West 110th St, Suite 600, Overland Park, KS 66210				
Non-Arterial Street Rehab Maintenance Zone 7133	City of Tulsa	AAB Engineering	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Road	$707,064.00	10/16	
	2317 S. Jackson	200 E Mathew Brady St	Zurich American Insurance Co				
	Tulsa, OK 74107	Tulsa, OK 74103	Agent: IMA, Inc: 51 Corporate Woods				
	918-596-9578	918-584-8689	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Non-Arterial Zone 8103	City of Tulsa	MCE	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Road	$1,444,700.00	2/17	
	2317 S. Jackson	501 E Alliance Rd	Zurich American Insurance Co				
	Tulsa, OK 74107	Sand Springs, OK 74063	Agent: IMA, Inc: 51 Corporate Woods				
	918-596-9578	918-245-9563	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Non-Arterial Zone 2055	City of Tulsa	Alexander Engineering Co	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Road	$1,048,849.00	11/16	
	2317 S. Jackson	708 West Freeport	Zurich American Insurance Co				
	Tulsa, OK 74107	Broken Arrow, OK 74012	Agent: IMA, Inc: 51 Corporate Woods				
	918-596-9578	918-455-3859	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Kaw Point & Wolcott Pump Replacement	Unified Government	Alfred Benesch & CO	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Plant	$303,000.00	11/16	
	701 North 7th St, 7th Floor	11010 Haskall Ave, Suite 200	Zurich American Insurance Co				
	Kansas City, KS 66101	Kansas City, KS 66109	Agent: IMA, Inc: 51 Corporate Woods				
	913-573-5700	913-441-1100	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Legendary Subdivision	Mohuma Six, LLC	ESI- Engineering Services	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Utilities/Road	$698,194.00	10/16	
	1207 S Old. Missouri Road	1207 S. Old Missouri Road	Zurich American Insurance Co				
	Springdale, AR 72764	Springdale, AR 72764	Agent: IMA, Inc: 51 Corporate Woods				

			9393 West 110th St, Suite 600, Overland Park, KS 66210				
Johnson, Robinson Lane & Brush Creek Lift Station	Springdale Water Utilities	McGoodwin, Williams and Yates, Inc	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Lift Station	$4,113,200.00	5/17	
	526 Oak Ave	302 Milsap	Zurich American Insurance Co				
	Springdale, AR 72765	Fayetteville, AR 72703	Agent: IMA, Inc: 51 Corporate Woods				
		479-443-3404	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Benton County Booster Pump Station No. 2	Benton Washington Regional Public Water Authority	Crist Engineers	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Pump Station	$572,700.00	11/16	
	15531 Woods Lodge Rd	205 Executive Court	Zurich American Insurance Co				
	Rogers, AR 72756	Little Rock, AR 72205	Agent: IMA, Inc: 51 Corporate Woods				
			9393 West 110th St, Suite 600, Overland Park, KS 66210				

Sheridan Rd 81st to 91st	City of Tulsa	Poe & Associates	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Road	$1,509,000.00	3/17	
	2317 S Jackson	4606 S Garnett	Zurich American Insurance Co				
	Tulsa, Ok 74107	Tulsa, OK 74146	Agent: IMA, Inc: 51 Corporate Woods				
	918-596-7814	918-665-8800	9393 West 110th St, Suite 600, Overland Park, KS 66210				
36th St N and Lewis Ave	City of Tulsa	Tetra Tech	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Road	$7,535,215.00	5/18	
	2317 S Jackson	7645 E 63rd St Suite 301	Zurich American Insurance Co				
	Tulsa, OK 74107	Tulsa, OK 74133	Agent: IMA, Inc: 51 Corporate Woods				
	918-596-7814	918-249-3909	9393 West 110th St, Suite 600, Overland Park, KS 66210				
N/A Street Maint Zone 3003	City of Tulsa	Cyntergy	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Road	$806,890.00	12/16	
	2317 S Jackson	810 S Cincinnati	Zurich American Insurance Co				
	Tulsa, OK 74107	Tulsa, OK 74119	Agent: IMA, Inc: 51 Corporate Woods				
	918-596-7814	918-877-6000	9393 West 110th St, Suite 600, Overland Park, KS 66210				
67th & E Ave. Drainage Imps & Ute Street Maint	City of Tulsa	Meshek & Associates	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Street Drainage	$463,100.00	12/16	
	2317 S Jackson	1437 S Boulder Ave	Zurich American Insurance Co				
	Tulsa, OK 74107	Tulsa, OK 74119	Agent: IMA, Inc: 51 Corporate Woods				
	918-596-7814	918-392-5620	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Hugo WWTP Improvements	Hugo Municipal Authority	Wall Engineering	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Street Drainage	$4,708,800.00	10/17	
	201 S 2nd St	325 W Evergreen	Zurich American Insurance Co				
	Hugo, OK 74743	Durant, OK 74702	Agent: IMA, Inc: 51 Corporate Woods				
	580-326-2722	580-317-4107	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Pump Station 18 Improvements	Unified Government of Wyandotte Co	Black & Veatch	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Pump Station	$898,785.00	1/17	
	701 North 7th Street, 7th Floor	8400 Ward Parkway	Zurich American Insurance Co				
	Kansas City, KS 66101	Kansas City, MO 64114	Agent: IMA, Inc: 51 Corporate Woods				
	913-573-5700	913-458-3696	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Hansen Water Treatment Plant	Water Dist No 1 of Johnson Co	Water Dist No 1 of Johnson Co	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Vater Treatment Pla	$644,825.00	4/17	
	7601 Holiday Drive	7601 Holiday Drive	Zurich American Insurance Co				
	Kansas City, KS 66106	Kansas City, KS 66106	Agent: IMA, Inc: 51 Corporate Woods				
	913-895-5828	913-895-5828	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Norwood & Montara Pump Station	City of Topeka	Bartlett & West	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Vater Treatment Pla	$1,088,500.00	9/17	
	215 SE 7th St	1200 SE Executive Drive	Zurich American Insurance Co				
	Topeka, KS 66603	Topeka, KS 66615	Agent: IMA, Inc: 51 Corporate Woods				
	785-368-2448	785-228-3132	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Mckissic Lift Station	City of Bentonville	Garver, LLC	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Waste Water Plant	$393,000.00	12/16	
	117 West Central	2049 E Joyce Blvd	Zurich American Insurance Co				
	Bentonville, AR 7271	Fayetteville, AR 72703	Agent: IMA, Inc: 51 Corporate Woods				
	479-271-6720	479-527-9100	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Tyson Waste Water Upgrade Design-Build	Tyson Foods Inc	Reid Engineering	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Wast Water Plant	$2,929,000.00	4/17	
	2200 Don Tyson Parkway	1210 Princess Anne Street	Zurich American Insurance Co				
	Springdale, AR 72762	Fredericksburg, VA 22401	Agent: IMA, Inc: 51 Corporate Woods				

	479-290-4000	540-371-8500	9393 West 110th St, Suite 600, Overland Park, KS 66210				
Monte Ne Road Realignment	City of Rogers	McGoodwin, William & Yates	Federal Insurance Co/ Fidelity & Deposit CO of Maryland/	Road	$9,345,617.30	8/18	

Major Projects Completed in past 5 years

Owner	Project Description	Location	Contract Amount	Completion Date	Engineer	Contact
City of Monett 217 5th Street Monett, MO 65708 417-235-3300	Monett Water Treatment Facility construction of new water treatment facility with a production capacity of 4MGD	Monett, MO	$11,365,000.00	02/15	Allgeier Martin & Associates 7231 East 24th St, PO Box 2627 Joplin, MO 64803 417-680-7200	Peter Rauch (Monett) Eric Degruson (AM)
Grove Municipal Services Authority 104 W 3rd Street Grove, OK 74344 918-786-6107	Grove WTP Imrprovements, Phase 3 water plant, new sedimentation basin, clearwell and chemical building, filter building addition and modification to the existing site	Grove, OK	$7,881,000.00	11/14	Rose & McCrary 2125 S Broadway St Grove, OK 74344 918-786-6350	Jack Bower (Grove) Garrett Ball (R&M)
City of Broken Arrow 1700 W Detroit Broken Arrow, OK 74013 918-259-8429	Broken Arrow Water Treatment Plant addition to replace existing plant - new membrane building, pretreatment basin, presedimentation basin, high service pump building	Broken Arrow, OK	$57,792,270.45	3/15	HDR 17111 Preston Road, Ste 200 Dallas, TX 75248 972-960-4400	Roger Hughes Joel Cantwell
North Littlerock Wastewater Utility PO Box 17898 North Little Rock, AR 72117 501-945-7186	Five Mile Creek Wastewater Treatment Plant Improvements sewer plant, new influent pump station, parshall flume structure, junction box, misc yard pipe, bar screen replacement	North Little Rock, AR	$5,355,200.00	7/14	Marlar Engineering Co, Inc 5318 John F Kennedy Blvd North Little Rock, AR 72116 501-753-1987	Marc E Wilins
City of Fort Smith 3900 Kelley Highway Fort Smith, AR 72904 479-784-2231	Lake Fort Smith Water Treatment Plant: Contract No. 3 40 MGD water treatment plant improvements	Mountainburg, AR	$31,804,043.00	03/12	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114 816-822-3218	Jack Dillion Steve Yonker (B&M)

HEDGE LANE PUMPING STATION & RESERVOIR

PROJECT LOCATION
Olathe, KS

CLIENT
Water District No. 1
of Johnson County
Brian Robinett
913-895-5824

CONTRACT AMOUNT
$21,280,000

ARCHITECT
Black + Veatch
Jim Winger
913-458-3484

Self-performed 70,000+ accident-free manhours

Work included the construction of a 7.5 million gallon, below grade, a cast-in-place concrete reservoir for potable water storage. Additionally, crews constructed a 35 MGD pump station that is expandable to yield 75 million gallons a day and contains four adjustable, speed-driven, horizontal split case centrifugal pumping units. The pumping station work included all cast-in-place concrete walls, exterior stone veneer, interior concrete masonry unit rooms, process piping and valves, aluminum grating and stairs, an overhead bridge crane, steel joist, and decking, a thermoplastic polyolefin roof, plumbing, HVAC, and instrumentation. The pump station exterior included all buried piping, two cast-in-place vaults, two drainage headwalls, asphalt paving, site grading, seeding, and landscaping.

BEAVER WATER DISTRICT FILTER-TO-WASTE

PROJECT LOCATION
Lowell, AR

CLIENT
Beaver Water District
Bill Hagenburger
479-756-3651

CONTRACT AMOUNT
$5,000,000

ENGINEER
Black & Veatch
Andrew Hansen
913-458-2000

$250k savings + one and half month schedule reduction through Value Analysis

Crossland Heavy Contractors worked with Beaver Water District to capture and reclaim the filter-to-waste water in a new 550,000+ gallon recovery basin and send it back to the head of the plant. This project included installing additional filter gallery piping in each water treatment plant, underground interconnect piping, and an integral pump station.

Other improvements also included sandblasting and painting existing clarifier mechanisms, and extending and improving the solids handling process.

ROGERS SOLIDS HANDLING FACILITY PHASE 1 IMPROVEMENTS

PROJECT LOCATION
Rogers, AR

CLIENT
Rogers Water Utilities
Brian Sartain, PE
479-936-5426

CONTRACT AMOUNT
$8,200,000

ENGINEER
Garver
Chris Buntin
479-287-4657

Using an open book approach, we were able to provide significant savings

This particular project was the first phase of three projects improving the plant's existing Class A biosolids system. Phase one improvements included a new lab addition and controls building, added centrifuge and dryer feed conveyance for redundancy, and a new tubular drag system and storage silo. This project serves as one of the first collaborative projects utilizing the Construction Management at-Risk delivery method for a municipality in the State of Arkansas. These improvements allow the City to maintain a safer, more efficient solids handling and distribution process. Crossland Heavy kept an open book policy throughout the project and actually ended the project under the GMP, providing significant savings to the City.

SECTION 00 52 00 – AGREEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: **EAST SERVICE WATER AREA IMPROVEMENTS – CONTRACT SECTION III, NEW PUMP STATION AND WATER LINE IMPROVEMENTS**

Contract No.: 24 – 29, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20 24 by and between The City of Fayetteville, Arkansas and Crossland Heavy Contractors, Inc. (hereinafter called Contractor).

ARTICLE 1 - WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Agreement includes, but is not limited to:

The construction of a new pump station and the installation of 8-inch, 12-inch, and 18-inch PVC and DIP water lines. The Work also includes five bores across state highways and paved county roads, and miscellaneous improvements as further defined in the Contract Documents.

1.2 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal. Refer to Section 00 41 43-Bid Form for quantities.

1.3 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.

1.4 Contractor is responsible for obtaining all applicable permits. The fees for City of Fayetteville (only) issued permits shall be waived.

1.5 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way and in General or Utility Easements.

ARTICLE 2 - ENGINEER

2.1 The Contract Documents have been prepared by Olsson (Engineer) for the City of Fayetteville. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1 TIME OF THE ESSENCE

A. All time limits for milestone, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2 DATES FOR COMPLETION AND FINAL PAYMENT

A. The Work shall be substantially completed within 420 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment within 450 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.

3.3 LIQUIDATED DAMAGES

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified above in Paragraph 3.2 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.1 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

4.2 As provided in the Contract estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the Contract Documents.

4.3 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 City Council in advance of the change in scope, cost or fees.

1. Further, there shall be no changes to the scope and/or contract documents without prior written approval of the Engineer of Record and the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

5.1 SUBMITTAL AND PROCESSING OF PAYMENTS

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.2 PROGRESS PAYMENTS, RETAINAGE

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

B. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.1 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.

B. Contractor has visited the Site(s) 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. Contractor 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. Contractor has carefully studied all:

1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

2. Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor 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 the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

E. Contractor has 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 the Site 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 Contractor and safety precautions and programs incident thereto.

F. Contractor 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. Contractor 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. Contractor has correlated the information known to Contractor, 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. Contractor has given The Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.1 CONTENTS

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in this Agreement and in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
   a. Notice to Proceed.
   b. Contractor's Bid.
   c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
   a. The separate Performance and Payment Bond shall be one hundred percent (100%).
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in Table of Contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the Table of Contents thereof (Drawings), with each sheet bearing the following general title: East Service Area Improvements – Contract Section III, New Pump Station and Water Line Improvements.
8. Addenda numbers 1 to 2, inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.1 TERMS

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.2 ASSIGNMENT OF CONTRACT

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 SUCCESSORS AND ASSIGNS

A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 SEVERABILITY

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 FREEDOM OF INFORMATION ACT

A. 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.

8.6 LIENS

A. 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 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.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement and copies have been provided to the Contractor and the City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

This Agreement will be effective on _____, 20 24 , which is the Effective Date of the Agreement.

CONTRACTOR:	CITY OF FAYETTEVILLE
By: Mark Sell	By: Lioneld Jordan
(Type or legibly print)	(Type or legibly print)
(Signature)	(Signature)
Title: Executive Chairman	Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)	(SEAL)
Attest _____	Attest _____
Holly Rhodes, Secretary	

Address for giving notices

P O Box 350

Columbus KS 66725

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. _____

Agent for Service of process

_____

(Type or legibly print)

_____

(Signature)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity or LLC, attach evidence of authority to sign.)

Approved as to Form:

By: _____

Attorney For: _____

END OF SECTION 00 52 00

CROSSLAND
HEAVY CONTRACTORS
501 S. East Avenue • P.O. Box 350
Columbus, KS 66725
tel 620.429.1410
fax 620.429.2977

Corporate Resolution

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 27th day of October 2023, the Board of Directors did, by unanimous decision, authorize Mark Sell, Chris Walters, Erick Lowe, Justin Lillie, Dan Thompson or Ivan Crossland, Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All documents signed by Mark Sell, Chris Walters, Justin Lillie, Dan Thompson, Erick Lowe or Ivan Crossland, Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their successors and assigns.

Mark Sell, Executive Chairman Of The Board

ATTEST: _____
Holly Rhodes, Secretary

State of Kansas, County of Cherokee:

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Mark Sell, Chairman Of The Board of Crossland Heavy Contractors, Inc. a corporation duly organized and existing in the State of Kansas, and he acknowledged the same on behalf of said Corporation.

In witness thereof I have set my hand and affixed my seal this 24th day of April 2024.

Notary Public

My Commission Expires: DENISE LUCIAN Notary Public - State of Kansas My Appt. Expires 12-21-25

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-110

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Brad Hardin, Fire Chief

FROM: Granville Wynn, Financial Analyst - Fire

SUBJECT: **Requesting Council approval of a resolution to approve the purchase of bunker gear coats, pants, boots, and related products, services, and solutions from LION Manufacturing through NAFECO pursuant to the Sourcewell Cooperative Purchasing Contract 010424-LIO, on an as-needed basis within approved budget through March 27, 2028, and any future renewal periods**

RECOMMENDATION:
Staff is requesting Council approval of a resolution to approve the purchase of bunker gear coats, pants, boots, and related products, services, and solutions from LION Manufacturing through NAFECO pursuant to the Sourcewell Cooperative Purchasing Contract 010424-LIO, on an as-needed basis within approved budget through March 27, 2028, and any future renewal periods.

BACKGROUND:
The Fayetteville Fire Department has utilized Lion Manufacturing through NAFECO for Bunker Gear Equipment and Supplies through the Cooperative Purchasing Agreement over the past couple of years. Bunker gear consists of the protective clothing worn by firefighters to shield them from heat and abrasive debris during fire suppression and emergency response activities.

DISCUSSION:
Purchasing through the Cooperative Agreement will enable us to obtain needed gear at a greatly reduced cost to the City.

BUDGET/STAFF IMPACT:
These purchases would occur within the approved Fire Department Budget and Work Program each year.

ATTACHMENTS: SRF (#3)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-110

Requesting Council approval of a resolution to approve the purchase of bunker gear coats, pants, boots, and related products, services, and solutions from LION Manufacturing through NAFECO pursuant to the Sourcewell Cooperative Purchasing Contract 010424-LIO, on an as-needed basis within approved budget through March 27, 2028, and any future renewal periods

A RESOLUTION TO APPROVE THE PURCHASE OF BUNKER GEAR AND RELATED PRODUCTS, SERVICES, AND SOLUTIONS FROM LION MANUFACTURING THROUGH NAFECO ON AN AS-NEEDED BASIS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, THROUGH MARCH 27, 2028 AND ANY FUTURE RENEWAL PERIODS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of bunker gear coats, pants, boots, and related products, services, and solutions from Lion Manufacturing through NAFECO, pursuant to Sourcewell Cooperative Purchasing Contract 010424-LIO, on an as-needed basis within approved budget through March 27, 2028, and any future renewal periods.

City of Fayetteville Staff Review Form

2024-110

Item ID

6/4/2024

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

Brad Hardin	5/13/2024	FIRE (300)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff is requesting Council approval of a resolution to approve the purchase of bunker gear coats, pants, boots, and related products, services, and solutions from LION Manufacturing through NAFECO pursuant to the Sourcewell Cooperative Purchasing Contract 010424-LIO, on an as-needed basis within approved budget through March 27, 2028, and any future renewal periods.

Budget Impact:

1010.300.3020-5302.01	General
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	228,522.00
		Expenses (Actual+Encum)	$	161,651.46
		Available Budget	$	66,870.54
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	66,870.54

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

LION First Responder

Firefighting PPE

#010424-LIO

Maturity Date: 3/27/2028

Products & Services

Products & Services

Sourcewell contract 010424-LIO gives access to the following types of goods and services:

- Turnout gear
- Helmets
- Gloves
- Boots
- Hoods
- CBRN
- StationWear
- RescueWear
- PPE maintenance
- Fire training
- First Responder training products

Buy Sourcewell

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-119

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Mike Reynolds, Police Chief

SUBJECT: **Contract for False Alarm Administration Services**

RECOMMENDATION:
Staff recommends the Fayetteville City Council approve a resolution authorizing Mayor Lioneld Jordan to sign a contract with the PMAM Corporation for false alarm administration services.

BACKGROUND:
On November 20, 2007, the Fayetteville City Council passed Fayetteville Code §130.23 False Alarm Reduction to reduce the City of Fayetteville's response to false alarms. On October 7, 2008, the Fayetteville City Council approved Resolution #181-08, which authorized a contract to be signed with AOT Public Safety Corporation to provide false alarm reduction administrative services to the City of Fayetteville. These services included registering alarm users, tracking false alarms, and billing and collecting assessed fees.

On January 23, 2023, Mayor Lioneld Jordan terminated the contract with Central Square, which bought AOT Public Safety Corporation. The decision to terminate the contract was due to a steady increase in citizen complaints, poor quality of customer service, lack of communication, and resident and business accounts being turned over to collections in error.

On June 6, 2023, the Fayetteville City Council passed an ordinance to amend §130.23 False Alarm Reduction of the Fayetteville Code to simplify and clarify certain provisions and reduce some fees for service.

On October 22, 2023, proposals were sought via RFP 23-19 for false alarm administrative services. PMAM Corporation submitted the only proposal, which outlined the services they provide to over 525 municipal and county jurisdictions. PMAM Corporation is a privately-owned enterprise incorporated in 1999. The company has been providing false alarm administrative services since 2004 and has long standing relationships with jurisdictions small and large.

In 2006, the Fayetteville Police Department responded to 3,851 alarm calls. In 2019, the Fayetteville Police Department responded to 2,665 alarm calls, which was a reduction of 31% compared to 2006 numbers. This reduction demonstrates the success of the False Alarm Reduction Ordinance, which is significant when accounting for the exceptional growth in residential dwellings, business establishments, and population that the City of Fayetteville has experienced.

DISCUSSION:

PMAM Corporation submitted a proposal outlining how the company will provide turnkey services for alarm registration, false alarm processing, coordinating with alarm companines, billing and collection of fees, and customer support for the appeal process. The company utilizes a secure cloud-based platform that has not been compromised since the company's inception.

PMAM Corporation provides a toll-free number and email access for citizens to speak to a customer service representative. The company claims that 95% of citizen's calls are resolved within the first call, whereas the industry standard is 60% for first call resolution. The company also offers a citizen self-service portal, which will be accessible from the City's website 24/7. This portal will allow citizens to apply for a permit, pay fees and fines, and update contact information in real time. PMAM offers several additional features to assist and educate citizens, such as a proprietary phone app with "Push" notifications, an online academy, and bill inserts. PMAM allows citizens to make payments via check as well as through the online portal. The company sends reminders to the customer after 30 days for outstanding invoices along with follow-up telephone calls.

Staff believes PMAM Corporation offers a solution that will address the administrative needs of the False Alarm Reduction Ordinance while providing enhanced customer service to our community.

BUDGET/STAFF IMPACT:
Fees collected under this contract will be split, with 60% of revenue going to the City of Fayetteville and 40% to the PMAM Corporation. This agreement has no impact on current staffing.

ATTACHMENTS: MEMO (#3), SRF (#4), RFP 23-19 CONTRACT PMAM executed (#5), RFP 23-19, Appendix A - Scope of Work - Final (#6), RFP 23-19, Appendix B - City Issued RFP (#7), RFP 23-19, Appendix C - PM AM Corp. Submittal (#8)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-119

Contract for False Alarm Administration Services

A RESOLUTION TO APPROVE A CONTRACT WITH PMAM CORPORATION, PURSUANT TO RFP 23-19, FOR FALSE ALARM ADMINISTRATION SERVICES

WHEREAS, on November 20, 2007, City Council passed Fayetteville Code § 130.23 False Alarm Reduction to reduce the City of Fayetteville's response to false alarms; and

WHEREAS, on October 7, 2008, the City Council authorized a contract with AOT Public Safety Corporation to provide false alarm reduction administrative services to the City of Fayetteville which was terminated on January 23, 2023; and

WHEREAS, on October 22, 2023, proposals were sought via RFP 23-19 for false alarm administrative services and PMAM Corporation submitted the only proposal.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a Contract with PMAM Corporation, pursuant to RFP 23-19, for false alarm administration services with a revenue split of 60% to the City and 40% to PMAM after certain cost deductions.

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF JUNE 4, 2024

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police

DATE: May 15, 2024

SUBJECT: **Contract for False Alarm Administration Services**

RECOMMENDATION:

Staff recommends the Fayetteville City Council approve a resolution authorizing Mayor Lioneld Jordan to sign a contract with the PMAM Corporation for false alarm administration services.

BACKGROUND:

On November 20, 2007, the Fayetteville City Council passed Fayetteville Code §130.23 False Alarm Reduction to reduce the City of Fayetteville's response to false alarms. On October 7, 2008, the Fayetteville City Council approved Resolution #181-08, which authorized a contract to be signed with AOT Public Safety Corporation to provide false alarm reduction administrative services to the City of Fayetteville. These services included registering alarm users, tracking false alarms, and billing and collecting assessed fees.

On January 23, 2023, Mayor Lioneld Jordan terminated the contract with Central Square, which bought AOT Public Safety Corporation. The decision to terminate the contract was due to a steady increase in citizen complaints, poor quality of customer service, lack of communication, and resident and business accounts being turned over to collections in error.

On June 6, 2023, the Fayetteville City Council passed an ordinance to amend §130.23 False Alarm Reduction of the Fayetteville Code to simplify and clarify certain provisions and reduce some fees for service.

On October 22, 2023, proposals were sought via RFP 23-19 for false alarm administrative services. PMAM Corporation submitted the only proposal, which outlined the services they provide to over 525 municipal and county jurisdictions. PMAM Corporation is a privately-owned enterprise incorporated in 1999. The company has been providing false alarm administrative services since 2004 and has long standing relationships with jurisdictions small and large.

In 2006, the Fayetteville Police Department responded to 3,851 alarm calls. In 2019, the Fayetteville Police Department responded to 2,665 alarm calls, which was a reduction of 31% compared to 2006 numbers. This reduction demonstrates the success of the False Alarm Reduction Ordinance, which is significant when accounting for the exceptional growth in

residential dwellings, business establishments, and population that the City of Fayetteville has experienced.

DISCUSSION:

PMAM Corporation submitted a proposal outlining how the company will provide turnkey services for alarm registration, false alarm processing, coordinating with alarm companines, billing and collection of fees, and customer support for the appeal process. The company utilizes a secure cloud-based platform that has not been compromised since the company's inception.

PMAM Corporation provides a toll-free number and email access for citizens to speak to a customer service representative. The company claims that 95% of citizen's calls are resolved within the first call, whereas the industry standard is 60% for first call resolution. The company also offers a citizen self-service portal, which will be accessible from the City's website 24/7. This portal will allow citizens to apply for a permit, pay fees and fines, and update contact information in real time. PMAM offers several additional features to assist and educate citizens, such as a proprietary phone app with "Push" notifications, an online academy, and bill inserts. PMAM allows citizens to make payments via check as well as through the online portal. The company sends reminders to the customer after 30 days for outstanding invoices along with follow-up telephone calls.

Staff believes PMAM Corporation offers a solution that will address the administrative needs of the False Alarm Reduction Ordinance while providing enhanced customer service to our community.

BUDGET/STAFF IMPACT:

Fees collected under this contract will be split, with 60% of revenue going to the City of Fayetteville and 40% to the PMAM Corporation. This agreement has no impact on current staffing.

Attachments:

Contract between City of Fayetteville and PMAM Corporation
Appendix A
Appendix B
Appendix C

City of Fayetteville Staff Review Form

2024-119

Item ID

6/4/2024

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

Mike Reynolds	5/16/2024	POLICE (200)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends the Fayetteville City Council approve a resolution authorizing Mayor Lioneld Jordan to sign a contract with PMAM Corporation for false alarm administration services.

Budget Impact:

1010.200.2940-4401.07	General Fund
Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 130.23

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

This contract executed this _____ day of _____, 2024, between the City of Fayetteville, Arkansas (City), of 113 W. Mountain, Fayetteville, AR 72701 and PM AM Corporation (**PMAM**) of 5430 LBJ Frwy., Ste. 370, Dallas, TX 75240, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: The purpose of this Contract is to provide the terms and conditions necessary for the False Alarm Administration Services for the City of Fayetteville (the "Project"), and if approved by the City Council, work to modify relevant ordinances to implement the scope of work (if applicable).

2. Contract Documents: The Contract documents which comprise the contract between the City of Fayetteville and **PMAM** consist of this Contract and the following documents attached hereto, and made a part hereof:
    a. Appendix A: Scope of Work & Fees
    b. Appendix B: City Issued Solicitation for RFP 23-19, False Alarm Administration Services
    c. Appendix C: **PMAM's** RFP Submittal
    d. Appendix D: **PMAM's** Certificate of Insurance

3. City's Responsibilities:
    a. City of Fayetteville shall, within a reasonable time, so as not to delay the services of **PMAM**:
        i. Provide full information as to the requirements for the Project.
        ii. Assist **PMAM** by placing at **PMAM's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
        iii. Examine all studies, reports, cost options, proposals, and other documents presented by **PMAM** and render in writing decisions pertaining thereto.
        iv. Review all documents and provide written comments to **PMAM** in a timely manner.
        v. The City of Fayetteville's Police Department is the project representative with respect to the services to be performed under this Agreement. The Police Department shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement. The City's Alarm Administrator, as designated by the Chief of Police, shall have the sole authority over matters delegated to the Alarm Administrator in § 130.23 **False Alarm Reduction** of the Fayetteville City Code including, but not limited to, appeals.

4. PMAM's Responsibilities:
    a. PMAM shall furnish the necessary qualified personnel to provide the Services. PMAM represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, PMAM will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure PMAM's performance. There are no other representations or warranties expressed or implied made by PMAM. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by PMAM nor shall PMAM warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond PMAM's reasonable control.

5. Non-Assignment: PMAM shall not assign its duties under the terms of this agreement without prior written consent of the City.

6. Indemnification and Hold Harmless:
    a. Subject to the limitations hereinafter set forth, PMAM agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, but not defend, against any and all claims for property damage, personal injury or death, arising from PMAM's performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.

    b. Notwithstanding anything to the contrary, the total amount of all claims the City of Fayetteville may have against PMAM under this contract or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall not exceed the sum of:
        i. Any insurance proceeds actually received by PMAM, or paid by PMAM's insurance carrier to the City, with respect to the claim for indemnification by the City hereunder,
        ii. The amount of fees actually retained by PMAM under this Contract as its fee during the six (6) months immediately preceding the act or omission that generated PMAM's indemnification obligation hereunder.

    c. As the City of Fayetteville's sole and exclusive remedy under this contract, any claim, demand or suit shall be directed and/or asserted only against PMAM and not against any of PMAM's employees, officers or directors. Neither the City of Fayetteville nor PMAM shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to

this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

7. Insurance: **PMAM** shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of RFP 23-19. If applicable, **PMAM** shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, **PMAM** shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.

8. Price and Payments:
   a. **PMAM** shall provide professional services on an as needed basis. The City makes no guarantee for a minimum amount of work or services. Fees for services and purchases shall be used as identified in Appendix A.

   b. All payments to the City are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise **PMAM** in writing of the basis for any disputed portion of any payment.

9. Terms:
   a. This contract shall be effective for one (1) year from the Contract Implementation Date (as hereinafter defined) and shall be automatically renewable for up to additional four (4) one-year terms for a possible contract term of five (5) years. As used herein, the term "Contract Implementation Date" shall mean the first day of the calendar month for which **PMAM** commences billing for its services to the City hereunder following the installation of the False Alarm Management Program. This contract may be terminated by the City of Fayetteville or **PMAM** with 30-days written notice.

   b. This contract may be terminated by the City of Fayetteville or **PMAM** with 30-days written notice provided; however, if the City terminates this contract without cause at any time **prior** to the first anniversary of the Contract Implementation Date, it shall pay **PMAM** an early termination fee of $10,000, which fee **PMAM** may deduct and offset against the next monthly payment or payments due the City from the revenues collected by **PMAM** on behalf of the City hereunder as software reimbursement and not as a penalty. The parties acknowledge that the actual loss that **PMAM** would incur as a result of the early termination of this contract by the City without cause are uncertain and

difficult to accurately estimate because of the parties' inability to predict the number of future permit holders, the fees or fines charged by the City for violation of its alarm ordinances, any other changes in the City's alarm ordinances that could impact the revenues collected by **PMAM** hereunder on behalf of the City, and other relevant factors. Accordingly, the parties agree that the foregoing Termination Fee is a reasonable and appropriate estimate of actual loss and shall be deemed software reimbursement and not a penalty.

10. Ownership of Documents:
    a. All documents provided by the City are and remain the property of the City. **PMAM** may retain reproduced copies of drawings and copies of other documents.

    b. All documents and records, whether in physical or electronic format, prepared by **PMAM** or its subconsultant as part of the Project shall become the property of City; provided, however, that **PMAM** shall have the unrestricted right to their use.

    c. **PMAM** shall retain its rights in its standard document details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **PMAM**.

11. Independent Contractor: **PMAM** is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. **PMAM** is responsible for its agents, sub-consultants, methods, and operations.

12. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, e-mail or fax (receipt confirmed), or overnight courier.

13. 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 coping costs pursuant to the FOIA may be assessed for this compliance.

14. Termination: This Contract may be terminated by the City of Fayetteville or **PMAM** for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this

agreement, the City shall pay PMAM for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.

15. 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 City in accordance with City Policy IC-02, Contract Responsibilities, **in advance** of the change in scope, cost or fees. No modification of this contract shall be binding unless made in writing and executed by both parties.

16. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.

17. Contract Administration: The Mayor or their Designated Representative shall be the Contract Administrator for this contract. **PMAM's** Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.

18. Professional Responsibility: **PMAM** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.

19. Permits & Licenses: **PMAM** shall secure and maintain any and all permits and licenses required to complete this Contract.

20. Publications: Recognizing the importance of professional development on the part of **PMAM's** employees and the importance of **PMAM's** public relations **PMAM** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **PMAM's** services for the Project. Such publications will be provided to City of Fayetteville in draft form for City of Fayetteville's advance review. City of Fayetteville shall review such drafts promptly and provide City of Fayetteville's comments to **PMAM**, City of Fayetteville may require deletion of proprietary data or confidential information from such publications, but otherwise City of Fayetteville will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **PMAM's** activities pertaining to any such publication shall be for **PMAM's** account.

21. Entire Agreement: These Contract documents constitute the entire agreement between the City of Fayetteville and **PMAM** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **PMAM**. In the event of a conflict between the terms of this Contract and the appendices, this Contract and the terms and conditions contained in Appendix B shall control.

22. Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay **PMAM** for services actually rendered.

23. Severability: In the event that any court of competent jurisdiction shall determine that any provision of this agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

24. Debarment Certification: **PMAM** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. 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. **PMAM** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **PM AM CORPORATION** by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

LIONELD JORDAN, MAYOR

PM AM CORPORATION

By: _____

PANKAJ KUMAR, CEO

ATTEST:

By: _____

Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 5/14/2024

CONTRACT FOR PROFESSIONAL SERVICES

RFP 23-19, False Alarm Administration Services

APPENDIX A

Scope of Work & Fees

PM AM Corporation

1. INTRODUCTION:

PM AM Corporation (PMAM) shall supply False Alarm Administration Services for the City of Fayetteville. This contract shall be for one (1) year with four (4) automatic renewal options.

2. SCOPE OF WORK:

PM AM Corporation shall perform the following, utilizing the information in their Proposal:

a. Provide an electronic database to track all security alarm registrations.

b. Track false alarm responses as provided by the City and registration status (ex. Active, suspended or revoked) using the database.

c. Make registration, false alarm, and registration status data available for import/export to/from the City and alarm companies in Microsoft Excel format.

d. Provide the City with electronic lists of new registrations and changes of registration status on an as-needed basis.

e. Generate and mail false alarm notifications, billings, and registration status change notifications to individuals and businesses. False alarm notifications and billings shall include information about the appeal process set forth in § 130.23 False Alarm Reduction of the Fayetteville City Code.

f. Collect all associated fees and remit the City's portion of the cost-share to the City on a monthly basis.

g. Ensure that only alarms within the City of Fayetteville are being registered.

h. Provide a toll-free citizen customer support telephone line. These services shall not be outsourced and shall be conducted by PMAM. Customer service personnel shall have experience in handling the administration aspects (tracking and billing) of the program and the service shall support any citizen's inquiries about the City of Fayetteville's alarm ordinance, registrations, fines, etc. This support system shall be accessible Monday through Friday from 8:30 a.m. to 5:30 p.m. Central Standard Time, with the exception of the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas Day.

i. Provide continuing education programs of false alarm reduction.

j. All services to maintain compliance with the City's Alarm Ordinance.

k. Establish a close working relationship with the City and provide a proven, tested alarm tracking and billing system that will meet the City's Alarm Ordinance requirements.

l. For technical and security reasons, PMAM shall not have direct access to the City's Computer Aided Dispatch (CAD) system. PMAM shall be able to accept a simple data feed of this information on a regular basis.

3. PRICING/FEES:

The following is PMAM's Pricing for this Contract:

a. Price for this contract shall be structured as a revenue split with the City of Fayetteville according to the following revenue:

i. Total Permit Fees
ii. Renewal Fees
iii. False Alarm Fines
iv. Reinstatement Fees
v. Civil Penalties
vi. Late Fees
vii. Alarm Company Civil Penalties
viii. Any Other Fees and/or Fines

b. The monthly alarm program fees shall be split and collected as below:

PM AM Corporation	City of Fayetteville, AR
40%	60%

c. They City and PMAM shall share the revenue generated from fees, fines, and penalties as described above; provided that all bank charges, mailing costs, any $15.00 processing fees, and $4.00 administration fees per account incur in connection with the services rendered under this Contract by PMAM shall be paid by the program before the foregoing split of fees.

d. In order to facilitate the sharing of revenues as set forth above, the City authorizes PMAM to open a Post Office Box and bank account on the City's behalf.

e. The City shall pay PMAM a $15.00 processing fee for each refund check processed by PMAM through the program (the processing fee) which fee shall be charged against and paid by the program before the split of fees stated above.

f. In the event PMAM submits an invoice or other statement to a permit holder for an amount payable to the City and such invoice or other statement is not paid or otherwise discharged within 120-days after the date the initial invoice or statement was mailed or otherwise submitted to such permit holder, the City shall pay PMAM an administration fee of $4.00 for each such invoice or other statement that has not been paid or otherwise discharged within said 120-day period in order to offset, in part, the costs and expenses incurred by PMAM in preparing, sending, and

administering such invoices or statements. Any such administration fee shall be charged against and paid by the program before the split of fees stated above.

g. PMAM reserves the right to re-negotiate the pricing should the City change the fee schedule or the false alarm ordinance.

h. The City of Fayetteville shall continue to pay PMAM its percentage of fees collected for a period of 90-days after the termination of this Contract on fees collected during such period that are attributable to amounts billed by PMAM to permit holders prior to the date of termination of this Contract. This provision shall survive the termination of this Contract.

4. IMPLEMENTATION TIMELINE:

Deliverables	Project Milestones	Responsibility	Projected Timeline
1	Authorization Letters Sign off	City	Week 1
2	Creation of Standard Operating Procedures (SOP) and Sign-off	PM AM and City	Week 1 – 2
3	Sharing of all program data requirements with the city	PM AM	Week 3
4	Content for Invoices and correspondence creation and approval	PM AM and City	3 Weeks from City providing approved SOP
5	Data Import	PM AM	3 Weeks from City providing their alarm program data
6	Training to City Users	PM AM and City	5 Weeks from City providing approved SOP
7	Citizen website and FAMS program implementation GO LIVE	PM AM	6 Weeks from City providing approved SOP

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 23-19, False Alarm Administrative Services
DEADLINE: Wednesday, November 15, 2023 before 2:00 PM, local time
SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 10/22/2023

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

REQUEST FOR PROPOSAL
RFP 23-19, False Alarm Administrative Services

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

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

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer 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 Director.

City of Fayetteville, AR
Request for Proposal
RFP 23-19, False Alarm Administrative Services

The City of Fayetteville is requesting proposals from properly qualified firms to administer the City's false alarm reduction program. This work includes, but is not limited to, database development and management, accounting services for registration and false alarm fees, and correspondence with citizens and businesses. Such services do not include the purchase and support of additional software systems. This contract shall be for one (1) year with four (4) renewal options. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Wednesday, November 15, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties 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. Any entity performing a service for the City of Fayetteville shall be registered with the Arkansas Secretary of State.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 10/22/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $182.12

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:
   Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

   a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.

   b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.

   c. The complete fee and cost to the City for all services outlined in this RFP.

   d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

      i. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

         1. Option 1 –Electronic Submittal (***strongly encouraged***): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.

         2. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. 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.

j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

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 proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. 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 RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request for proposal.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

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

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

a. The Proposer 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 "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

which may influence or appear to influence the Proposer'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 Proposer 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 Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal 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. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all constitutional, 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.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer 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.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that their proposal 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."

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.

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 Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

The successful Proposer(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 services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. 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), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the amount of $1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer 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 RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

20. 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 Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. 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 Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.

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.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the Contractor 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-phase contracts, this provision shall apply separately to each item.

23. 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,

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

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.

24. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. 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.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

27. OTHER GENERAL CONDITIONS:

a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

c. This solicitation 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 Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer'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.

d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@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**

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

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 Proposers to be on equal terms.

f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@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.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP 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 RFP's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled 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.

j. The successful Proposer 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 Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer 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.

k. The successful Proposer'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 Proposer 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 the City of Fayetteville.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

1. INTRODUCTION:

The City of Fayetteville, Arkansas, hereinafter referred to as "the City", is seeking to enter into a revenue sharing contract with a firm responsible for registration, alarm tracking, billing, fee collection, and other services as directed by the City of Fayetteville Police Department, in correspondence with false alarm reduction efforts and City Ordinance No. 5083 (Appendix A). Such firm shall be a single provider and have 100% control of the quality of service provided.

2. SCOPE OF WORK

This RFP contains, in general terms, the overall objectives of the City of Fayetteville in obtaining the services of a consultant. While an attempt is made to describe the general expectations of the City and the anticipated work to be performed, the City encourages all responding firms to include in their proposal any services they recommend to achieve these objectives that are not specifically requested herein. The following services are anticipated, but not limited to, the following:

a. Provide an electronic database to track all security alarm registrations.

b. Track false alarm responses as provided by the City and registration status (ex. Active, suspended or revoked) using the database.

c. Make registration, false alarm, and registration status data available for import/export to/from the City and alarm companies in Microsoft Excel format.

d. Provide the City with electronic lists of new registrations and changes of registration status on an as-needed basis.

e. Generate and mail false alarm notifications, billings, and registration status change notifications to individuals and businesses.

f. Responsible for collecting all associated fees and for remitting the City's portion of the cost-share to the City on a monthly basis.

g. Ensure that only alarms within the City of Fayetteville are being registered.

h. Provide a toll-free citizen customer support telephone line. These services shall not be outsourced and shall be conducted by the company that enters into a contract with the City. Customer service personnel shall have experience in handling the administration aspects (tracking and billing) of the program and the service shall support any citizen's inquiries about the City of Fayetteville's alarm ordinance, registrations, fines, etc. This support system shall be accessible a minimum of five (5) days per week, eight (8) hours per day.

i. Provide continuing education programs of false alarm reduction.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

j. Must perform all services to maintain compliance with the City's Alarm Ordinance.

k. During the contract period, the selected vendor shall establish a close working relationship with the City and provide a proven, tested alarm tracking and billing system that will meet the City's Alarm Ordinance requirements.

l. The City of Fayetteville desires minimal involvement to be needed of City staff time and resources to support the alarm registration, false alarm tracking, and fee remittance process.

m. For technical and security reasons, the awarded firm shall not have direct access to the City's Computer Aided Dispatch (CAD) system. Firm shall be able to accept a simple data feed of this information on a regular basis.

3. PROPOSAL REQUIREMENTS:

a. Such contract shall be at no cost to the City of Fayetteville and shall be with a firm that has no interest whatsoever in the security alarm business.

b. Company shall have a minimum of three (3) years' experience in administering similar false alarm reduction programs. The experience shall be based on the size of the program, as stated in Ordinance No. 5083.

c. Each firm shall provide five (5) references of other jurisdictions that are under contract (no services subcontracted or outsourced) for false alarm reduction services. Such references shall not include the sole use of a software product.

d. Each proposal shall include a description of firm and the services it offers. Include the names and principals in the firm and the location of the company/firm headquarters, including branch locations in and/or outside of the United States.

    i. List number of employees to be assigned to this contract, accompanied by resumes and relevant experience.

e. Include the length of time firm has been in business and has been providing security alarm administrative services. Indicate if security alarm administrative services are your primary service offered.

f. Provide a description of the level of involvement required by the City to support the proposed security alarm administration process.

g. Describe any online registration and status capabilities.

h. List any past or present filed lawsuits.

i. Provide a customer support number for quality assurance testing.

j. List any reporting capabilities, including any web-based databases accessible by the City.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

k. Provide disclosure and supporting documentation that will be used by firm when directing collection service personnel on handling accounts by telephone or in writing. Provide any accompanying documentation.

4. COST PROPOSAL:

Each firm submitting a proposal shall provide pricing details and cost sharing information. Firms shall list what fees are included in their portion of the revenue received. This contract shall result in no additional fees to the City of Fayetteville.

5. CONTRACT TERMS:

Contract shall be considered valid for one (1) year from Council approval with four (4) yearly renewable options. The contract may be terminated by either party with a thirty (30) day written notice without penalty.

6. PROPOSAL CONTENT:

Proposals shall be prepared simply and economically, providing a straightforward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white pages and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion.

7. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

8. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

2) 30% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.

3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.

4) 20% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

5) 10% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

9. ADDITIONAL DOCUMENTS AND INFORMATON: The following documents are included with this solicitation as additional information:

   a. Appendix A - City Ordinance No. 5083

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

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

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

_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

I certify that; 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; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone#1 (cell preferred): _____Phone#2: _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

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

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.

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

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

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

END OF RFP DOCUMENT

Appendix A

ORDINANCE NO. 5083

AN ORDINANCE ADOPTING A FALSE ALARM REDUCTION ORDINANCE TO IMPROVE PUBLIC SAFETY BY REDUCING EMERGENCY RESPONSES TO FALSE ALARMS; AND TO ENCOURAGE ALARM USERS TO PROPERLY USE AND MAINTAIN THE OPERATIONAL EFFECTIVENESS OF ALARM SYSTEMS IN ORDER TO REDUCE OR ELIMINATE FALSE ALARMS.

WHEREAS, the Fayetteville Police Department received over 42,360 calls in 2006, of which 3,851 were from alarms; and,

WHEREAS, of these 3,851 calls from alarm systems, 3,823 (or 99.2%) were false alarms; and,

WHEREAS, sending an emergency response to a false alarm decreases the availability of police officers to respond to true emergencies, thereby decreasing public safety; and,

WHEREAS, it has been determined that often these false alarms are the result of the property owner's failure to properly maintain the alarm systems; and,

WHEREAS, this Ordinance contains provisions which strive to reduce false alarms, sets forth a permitting system with controls to facilitate the reduction of false alarms, and requires the disciplined use of alarm systems by Alarm Users.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby adopts a False Alarm Reduction Ordinance, the full text of which, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Clerk shall place an item on the agenda of the City Council's regular meeting held on February 3 2009, to review the False Alarm Reduction Ordinance.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

Section 3. Effective Date. In order to allow sufficient time to establish the alarm permit system and issue the necessary permits, this ordinance shall take effect 120 days from the date of passage.

PASSED and **APPROVED** this 20th day of November, 2007.

APPROVED: ATTEST:

By: _____
DAN COODY, Mayor

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

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

EXHIBIT "A"

130.23 False Alarm Reduction

(A) Definitions. For the purposes of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Alarm Administrator means a Person or Persons designated by the Chief of Police to administer, control and review False Alarm reduction efforts and administer the provisions of this Section.

Alarm Dispatch Request means a notification to the Fayetteville Police that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

Alarm Installation Company means a Person who sells, provides, maintains, services, repairs, alters, replaces, moves, and/or installs an Alarm System at an Alarm Site.

Alarm User Permit means a permit issued by the City to the Alarm User to operate an Alarm System, obtained after the Alarm User makes written application to either the Alarm Installation Company, Alarm Monitoring Company, or in the case of a Local Alarm, the Alarm Administrator.

Alarm Site means a single fixed premise or location served by an Alarm System or Systems. Each unit, if served by a separate Arming Station in a multi-unit building or complex, shall be considered a separate Alarm Site.

Alarm System means a device or series of devices, including, but not limited to, hardwired systems and systems interconnected with a radio frequency method such as cellular or private radio signals, which emit or transmit a remote or local audible, visual or electronic signal indicating an alarm condition and intended to summon a police response, including Local Alarm Systems. Alarm System does not include an alarm installed in a vehicle or on someone s person.

Alarm User Awareness Class means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.

Alarm User means any Person, who operates an Alarm System.

Arming Station means a device that allows control of an Alarm System.

Automatic Voice Dialer means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice message, when activated, over a telephone line, radio, or other communications system, to the Fayetteville Police requesting dispatch.

Burglar Alarms means any system or device detecting and reporting any unauthorized entry or attempted entry or property damage upon real property. Alarms on automatic teller machines are included in this definition.

Cancellation means the process where a dispatch is terminated when an Alarm Installation Company or Alarm Monitoring Company for the Alarm Site notifies the Fayetteville Police before their arrival that there is not an existing situation at the Alarm Site requiring response after an Alarm Dispatch Request.

Conversion means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing, monitoring or both of a previously unmonitored Alarm System, or an Alarm System previously serviced or monitored or both by another Alarm Company.

Dispatch means the process in which the Fayetteville Police is instructed to respond to an alarm.

False Alarm means an Alarm Dispatch Request to summon the Fayetteville Police to a non-emergency situation. For enforcement purposes, any Dispatch Request cancelled prior to the arrival of the Fayetteville Police at the Alarm Site will still not be counted as a False Alarm.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

Grace Period means a specified length of time from the date of installation or Conversion/Takeover during which no occurrence, fine or penalty is assessed for False Alarms.

Local Alarm System means any Alarm System, which is not monitored, that emits or transmits a local audible, visual or electronic signal indicating an alarm condition only at the Alarm Site.

Monitoring Company means a Person in the business of providing Alarm Monitoring services.

Monitoring means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Fayetteville Police for the purpose of summoning a police response to an Alarm Site.

Purchase means the transaction or process by which an Alarm Company assumes control or possession of an existing alarm account.

Response means the dispatch of Fayetteville Police personnel to the premises where an Alarm System has been activated.

Responsible Individual means an individual who is able and has agreed to:

-receive notification of an Alarm System activation at any time;

-respond to the Alarm Site within 30 minutes at any time; and,

-grant access to the Alarm Site and deactivate the Alarm System upon request.

Robbery alarm (also hold-up alarm or panic alarm) means an alarm signal generated by the manual or automatic activation of a device, or any system, device, or mechanism on or near the premises intended to signal that a robbery or other crime is *in progress*, and that one or more persons are in need of immediate police assistance in order to avoid injury, serious bodily harm or death at the hands of the perpetrator of the robbery or other crime

Takeover means the transaction or process by which an Alarm User takes over control of an existing Alarm System, which was previously controlled by another Alarm User.

Verify means an attempt by the Monitoring Company, or its representatives, to contact the Alarm Site by telephonic or other electronic means, whether or not actual contact with a Person is made, to determine whether an alarm signal is valid before requesting a police dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For purposes of this Section, verify requires, that if the initial call to the Alarm Site is unanswered, the Monitoring Company must make a second call to reach a Responsible Individual at a different number than the one listed as the Alarm Site telephone number. This process is known as ECV, or Enhanced Call Verification.

Zones mean division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

(B) *Administration and funding.*

(1) Responsibility for administration of this Chapter is vested with the Chief of Police

(2) The Chief of Police designates an Alarm Administrator to carry out the duties and functions described in this Chapter.

(3) Monies generated by false alarm service fees pursuant to this Chapter shall be dedicated for use by the Department directly for administration of the alarm program and for recovery of general police services lost to false alarm response.

(4) The Alarm Administrator shall conduct an annual evaluation and analysis of the effectiveness of this Chapter and identify and implements system improvements, as warranted.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

(C) *Permit required; Application; Transferability; False Statements.*

(1) No Alarm User shall operate, or cause to be operated, an Alarm System at its Alarm Site without a valid Alarm Permit. A separate Alarm Permit is required for each Alarm Site.

(2) Existing Alarm System. Any alarm system which has been installed before the effective date of this chapter shall be registered by the Alarm User within 120 (One Hundred Twenty) days of such effective date.

(3) Alarm Systems. Any Alarm System that is installed on a protected premises located within the City of Fayetteville, the Alarm User shall have ten (10) days from the date of the installation to notify the Alarm Administrator that an alarm system has been installed and the send the Alarm Administrator the name and address of the Alarm User and a copy of the Customer False Alarm Prevention Checklist. Failure of an Alarm User to notify the Alarm Administrator of a new Alarm System installation within ten (ten) days following installation shall result in a fee of $100.00.

(4) The Alarm Permit application must be submitted by the Alarm User to the Alarm Administrator at the time of an Alarm System installation or Takeover. All Local Alarm System applications must be submitted to the Alarm Administrator at the time of an Alarm System installation or Takeover by the next business day. The Alarm Permit shall be effective until such time as the registered Alarm User no longer occupies the Alarm Site.

(5) An Alarm Monitoring Company or Alarm Installation company may provide the information for an Alarm Permit to the Alarm Administrator on behalf of the Alarm User.

(6) Each Alarm Permit application must include the following information:

(a) the name, complete current address, (including apartment or suite number), and telephone numbers of the Person who will be the Permit holder and be responsible for the proper maintenance and operation of the Alarm System;

(b) the classification of the Alarm Site (e.g. single or multi-family residential, commercial, warehouse, governmental, etc.);

(c) mailing address, if different from the address of the Alarm Site;

(d) the date of installation, Conversion or Takeover of the Alarm System;

(e) the name, address, and telephone number of the Alarm Installation Company or companies performing the Alarm System installation, Conversion or Takeover, and of the Alarm Installation Company responsible for providing repair service to the Alarm System;

(f) the name, address, and telephone number of the monitoring Company, if different from the Alarm Installation Company; any protective / reactive systems , and,

(g) signed certification from the Alarm User stating that:

i. a set of written operating instructions for the Alarm System, including written guidelines on how to avoid False Alarms, have been left with the applicant by the Alarm Installation Company;

ii. the Alarm Installation Company has trained the applicant in the proper use of the Alarm System, including instructions on how to avoid False Alarms; and,

iii. the Alarm User is aware of the fact that a police

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

response may be influenced by factors including, but not limited to, the availability of police units, priority of calls, weather conditions, traffic conditions, and staffing levels.

(7) Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Permit shall be sufficient cause for imposition of a fee prior to the issuance of a Permit by the Alarm Administrator.

(8) An Alarm Permit cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Installation or Alarm Monitoring Company, in case of a monitored Alarm System, or the Alarm Administrator, in the case of a non-monitored Alarm System, of any change to any of the information on the Alarm Permit application within five (5) business days of such change.

(9) An Alarm Permit is good for two (2) years from the issued date.

(10) The Alarm User is solely responsible for the payment of any fee for services.

(11) Per A.C.A. 17-40-106, the Alarm Permit will be given at no cost to the Alarm User.

(D) *Duties of the Alarm User.*

(1) An Alarm User shall:

(a) maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;

(b) make every reasonable effort to have a Responsible Individual available at the Alarm Site within 30 minutes after an Alarm Dispatch Request; and,

(c) not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.

(2) An Alarm User shall have a Licensed Alarm Installation Company inspect the Alarm System after three (3) False Alarms within a revolving three-month period. The Alarm Administrator may waive a required inspection if (s)he determines that a False Alarm(s) could not have been related to a defect or malfunction in the Alarm System.

(3) An Alarm User shall not use Automatic Voice Dialers to notify the Fayetteville Police Department.

(4) An Alarm User shall maintain at each Alarm Site an Alarm Permit and a set of written operating instructions for each Alarm System.

(5) Alarm Users may agree with their Alarm Installation Company or Monitoring Company to go through a grace period for the first seven (7) days after installation of an Alarm System during which time neither the Alarm Installation Company nor the Monitoring Company will have any obligation to respond to any Alarm Signal from the Alarm Site. If the Alarm Signal is the result of an actual alarm event, the Alarm Installation Company or the Monitoring Company shall send an Alarm Dispatch to the Fayetteville Police.

(E) *Duties and Authority of the Alarm Administrator*

(1) The Alarm Administrator shall establish a procedure for notification to the Alarm User of the occurrence of a False Alarm. Such notice shall include:

(a) the date and time of police response to the False Alarm;

(b) the response incident number; and,

(c) a statement urging the Alarm User to ensure that the Alarm System is properly operated, inspected, and serviced in order to avoid False Alarms and resulting fee for service.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued REP

(2) The Alarm Administrator or the Fayetteville Police may create and implement an Alarm User Awareness Class. The Alarm Administrator may request the assistance of False Alarm Associations, alarm companies and emergency service agencies in developing and implementing the class. The class shall inform Alarm Users of the problems caused by False Alarms and teach Alarm Users how to avoid False Alarms.

(F) *Fees for Service.*

(1) An Alarm User shall be subject to a fee for service, depending on the number of False Alarms within a calendar year based upon the following schedule:

# of False Alarms	Fee for Service
1	$0.00
2	$75.00
3	$100.00
4	$150.00
5	$200.00
6 or more	$250.00

(2) In addition, any Person operating a non-permitted Alarm System will be subject to an additional fee for service of $250.00. The Alarm Administrator may waive the additional fee for non-permitted Alarm Systems, if the Alarm User submits an application for Alarm Permit within ten (10) days after notification of such a violation.

(3) An audible alarm that has not been called into the Fayetteville Police Department by an Alarm Monitoring Service shall not constitute a false alarm under this section.

(4) Notice of the right of Appeal under this ordinance shall be included with any fee for service.

(5) A $25.00 late fee will be assessed for each false alarm invoice not paid within 30 days of notice.

(G) *Robbery Alarm.*

Activation of a robbery alarm shall be deemed an intentional act for which a required fee shall be deemed imposed for false alarms. Any alarm user of such alarms shall pay the city a fee for each and every false robbery alarm to which police respond.

# of False Alarms	Fee for Service
1	$0.00
2-3	$100.00
4 or more	$200.00

The higher fee will continue to be assessed until the alarm user submits a certification from an Alarm Installation Company, stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company and proper training has been provided to the alarm user.

A $25.00 late fee will be assessed for each false alarm invoice not paid within 30 days of notice.

(H) *Alarm Cancellations.*

(1) The Monitoring Company shall communicate Verified Cancellations of Alarm Dispatch Requests to the Fayetteville Police in a manner and form prescribed by this Section.

(2) In order for the Fayetteville Police to verify the identity of the Monitoring Company and to confirm that the correct Alarm Dispatch Request is Cancelled, Monitoring Companies must use the Incident Number given to them by the Fayetteville Police when the alarm call was first made.

(3) For Alarm Systems that utilize a Monitoring Company, a request for Cancellation of an Alarm Dispatch Request will only be accepted from the Monitoring Company and only after the Incident Number has been reported to the Fayetteville Police.

(4) If a cancellation occurs prior to law enforcement arriving at the scene, this is not a False Alarm for the purpose of fees for service and no fee will be assessed.

(5) Robbery alarms from financial institutions cannot be canceled and an

RFP 2019, False Alarm Administrative Services
Appendix B
City Issued RFP

officer response is mandatory per the Policies and Procedures of the Fayetteville Police Department. In this situation, if a financial institution employee contacts the Fayetteville Police Department to notify of a false alarm prior to the Alarm Monitoring Company notifying of an alarm dispatch request, then this will be considered a cancellation request and no fee will be assessed.

(I) *Suspension of Response.*

(1) The Alarm Administrator may suspend police response to an Alarm Site by revoking the Alarm Permit if it is determined that:

(a) The Alarm User has 6 or more False Burglary Alarms within a twelve (12) month period; or,

(b) There is a statement of a material fact known to be false in the application for a permit; or,

(c) The Alarm User has failed to make timely payment of a fee for service assessed; or,

(d) The Alarm User has failed to submit a written certification from an Alarm Installation Company that complies with the requirements of this article, stating that the Alarm System has been inspected and repaired (if necessary) and/or additional training has been conducted by the Alarm Installation Company.

(2) A Person commits an offense if he/she operates an Alarm System during the period in which the alarm permit is suspended and is subject to enforcement and Fees.

(3) Unless there is separate indication that there is a crime in progress, the Fayetteville Police Department may refuse a officer response to an Alarm Dispatch Request at an Alarm Site for which the Alarm Permit is suspended.

(4) If the Alarm Permit is reinstated the Alarm Administrator may again suspend police response to the Alarm Site by again suspending the Alarm Permit if it is determined that two (2) False Alarms have occurred within one hundred eighty (180) days after the reinstatement date.

(J) *Appeals.*

(1) If the Alarm Administrator assesses a Fee for Service, the Alarm Administrator shall send written notice of the action and of the right to appeal to the Alarm User.

(2) The Alarm User may appeal an assessment to the Alarm Administrator by setting forth in writing the reasons for the appeal within fifteen (15) business days after receipt of the fee for service or a notice of revocation.

(3) The Alarm User may appeal an adverse decision of the Alarm Administrator to the False Alarm Appeals Panel as follows:

(a) The Alarm User may file a written request for review of an adverse decision of the Alarm Administrator by paying an appeal fee of $25.00, and setting forth the reasons for the appeal within fifteen (15) business days after the date of notification of an adverse decision from the Alarm Administrator. Appeal fees shall be fully refunded if the appeal is granted.

(b) The False Alarm Appeals Panel shall be comprised of five (5) members, each to be appointed by the Chief of Police, to serve a term of three (3) years. The panel will consist of an alarm industry representative, a member of the Fayetteville Police Department, and an at large citizen of Fayetteville.

(c) The False Alarm Appeals Panel shall conduct a review within thirty (30) days of the receipt of the request, and consider all evidence presented by any interested Person(s). The False Alarm Appeals Panel shall make its decision based upon the preponderance of the evidence

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

presented. The False Alarm Appeals Panel shall render its decision to either affirm or reverse the decision of the Alarm Administrator no later than ten (10) days after the date of the hearing.

(4) The filing of a request for appeal shall stay enforcement and collection of any fee for service assessed, until such time as the False Alarm Appeals Panel renders it decision. If a request for appeal is not made within the fifteen (15) period set forth at subsection (J)(3) (a) above, the action of the Alarm Administrator shall be deemed final.

(5) The Alarm Administrator or the False Alarm Appeals Panel may adjust the accrued number of False Alarms based on evidence that:

(a) a False Alarm was caused by the actions of the telephone company, Alarm Installation Company, and/or the Monitoring Company; or,

(b) a False Alarm was caused by a power outage lasting longer than four (4) hours; or,

(c) shows that the Alarm Dispatch Request was not a False Alarm; or,

(d) the officer response was not completed in a timely fashion; and/ or,

(6) In determining the number of False Alarms, multiple alarms occurring in any twenty-four (24) hour period may be counted as one False Alarm: to allow the alarm use time to take corrective action unless the false alarms are directly caused by the alarm user.

(K) *Reinstatement.*

(1) A Person whose Alarm Permit has been revoked may, at the discretion of the Alarm Administrator or the Chief of Police have the Alarm Permit reinstated by the Alarm Administrator or the Chief of Police if the Person:

(a) Submits a new application; and,

(b) pays, or otherwise resolves, all outstanding citations, fees and fines; and,

(c) submits a certification from an Alarm Installation Company, stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company;

(2) In addition, the Alarm Administrator may require one or more of the following as a condition to reinstatement:

(a) proof that an employee of the Alarm Installation Company or Monitoring Company caused the False Alarm;

(b) upgrade the alarm control panel to CP-01 Compliant Panel;

(c) a written statement from an independent inspector designated by the Chief of police that the Alarm System has been inspected and is in good working order;

(d) confirmation that all motion detectors are dual technology type;

(e) confirmation that the Alarm System requires two independent zones to trigger before transmitting an alarm signal to the Monitoring Company;

(f) confirmation that the Alarm System requires two independent detectors to trigger before transmitting an alarm signal to the Monitoring Company;

(g) certification that the Monitoring Company will not make an Alarm Dispatch Request unless the need for a officer is confirmed by a listen-in device;

(h) certification that the Monitoring Company will not request an Alarm Dispatch unless the need

RFP 23-19, False Alarm Administrative Services
Appendix B
City Issued RFP

for a officer/deputy is confirmed by a camera device; or

(i) certification that the Monitoring Company will not make an Alarm Dispatch Request unless the need for a officer is confirmed by a Person at the Alarm Site.

(j) alarm user successfully completes an on-line alarm awareness class and test.

(L) *Government Immunity.*

An Alarm Permit is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an Alarm Permit, the Alarm User acknowledges that Fayetteville Police Department response may be influenced by factors such as: the availability of officers, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

ORD
11/20/07
5083
False Alarm
Reduction

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/20/2007
City Council Meeting Date
Agenda Items Only

Greg Tabor	Police	Police
Submitted By	**Division**	**Department**

Action Required:

City Council adopt the attached False Alarm Reduction Ordinance.

	$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

Department Director — 9-27-07 Date

City Attorney — 11/2/07 Date

Finance and Internal Service Director — 11-5-07 Date

Mayor — 11/6/07 Date

Previous Ordinance or Resolution # ____

Original Contract Date: ____

Original Contract Number: ____

Received in City Clerk's Office — ENTERED 11/2/07

Received in Mayor's Office — ENTERED 11/2/07

Comments:

Revised April 16, 2007

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS — POLICE DEPARTMENT

TO: Mayor Dan Coody and Members of the City Council

FROM: Greg Tabor, Chief of Police

DATE: October 31, 2007

SUBJECT: False Alarm Reduction Ordinance

Recommendation: Council adopts the attached False Alarm Reduction Ordinance.

Background: In 2006, the Fayetteville Police Department responded to 3851 alarm calls. Of those calls, only 28 resulted in a report and/or arrest. The result is a 99% false alarm rate. Alarms require two officers per call. An average of 25 minutes is spent on each alarm call. This results in an estimated cost of $105,611.00.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

Discussion: The False Alarm Reduction Association and National Burglar and Fire Alarm Association model ordinance was used when drafting this ordinance. It was also presented to the Ordinance Review Committee, which passed it on to the Council with a recommendation to pass.

Budget Impact: Budget impact will not be known until after a proposal is selected from a third-party administrator. This company would be responsible for registration, alarm tracking, billing, and fee collection. This company would assess its costs from these fees and the remaining balance, if any, would be returned to the city and used to offset the Police Department's cost of responding to these alarms. Estimates from alarm tracking and billing companies indicate they historically only recover 2/3 of the fees assessed. Because of this, the Police Department would not recover its entire costs.

FAYETTEVILLE POLICE DEPARTMENT
100-A WEST ROCK STREET
FAYETTEVILLE, ARKANSAS 72701

(DELIVERIES) POLICE: 100-A WEST ROCK STREET 72701
PHONE: 479.587.3555 FAX: 479.587.3522

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A FALSE ALARM REDUCTION ORDINANCE TO IMPROVE PUBLIC SAFETY BY REDUCING EMERGENCY RESPONSES TO FALSE ALARMS; AND TO ENCOURAGE ALARM USERS TO PROPERLY USE AND MAINTAIN THE OPERATIONAL EFFECTIVENESS OF ALARM SYSTEMS IN ORDER TO REDUCE OR ELIMINATE FALSE ALARMS.

WHEREAS, the Fayetteville Police Department received over 42,360 calls in 2006, of which 3,851 were from alarms; and,

WHEREAS, of these 3,851 calls from alarm systems, 3,823 (or 99.2%) were false alarms; and,

WHEREAS, sending an emergency response to a false alarm decreases the availability of police officers to respond to true emergencies, thereby decreasing public safety; and,

WHEREAS, it has been determined that often these false alarms are the result of the property owner's failure to properly maintain the alarm systems; and,

WHEREAS, this Ordinance contains provisions which strive to reduce false alarms, sets forth a permitting system with controls to facilitate the reduction of false alarms, and requires the disciplined use of alarm systems by Alarm Users.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby adopts a False Alarm Reduction Ordinance, the full text of which, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Clerk shall place an item on the agenda of the City Council's first regular meeting held in _____, 2009, to review the False Alarm Reduction Ordinance.

Section 3. Effective Date. In order to allow sufficient time to establish the alarm permit system and issue the necessary permits, this ordinance shall take effect on _____, 2008.

PASSED and **APPROVED** this 20th day of November, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

130.23 False Alarm Reduction

(A) Definitions. For the purposes of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Alarm Administrator means a Person or Persons designated by the Chief of Police to administer, control and review False Alarm reduction efforts and administer the provisions of this Section.

Alarm Dispatch Request means a notification to the Fayetteville Police that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

Alarm Installation Company means a Person who sells, provides, maintains, services, repairs, alters, replaces, moves, and/or installs an Alarm System at an Alarm Site.

Alarm User Permit means a permit issued by the City to the Alarm User to operate an Alarm System, obtained after the Alarm User makes written application to either the Alarm Installation Company, Alarm Monitoring Company, or in the case of a Local Alarm, the Alarm Administrator.

Alarm Site means a single fixed premise or location served by an Alarm System or Systems. Each unit, if served by a separate Arming Station in a multi-unit building or complex, shall be considered a separate Alarm Site.

Alarm System means a device or series of devices, including, but not limited to, hardwired systems and systems interconnected with a radio frequency method such as cellular or private radio signals, which emit or transmit a remote or local audible, visual or electronic signal indicating an alarm condition and intended to summon a police response, including Local Alarm Systems. Alarm System does not include an alarm installed in a vehicle or on someone's person.

Alarm User Awareness Class means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.

Alarm User means any Person, who operates an Alarm System.

Arming Station means a device that allows control of an Alarm System.

Automatic Voice Dialer means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice message, when activated, over a telephone line, radio, or other communications system, to the Fayetteville Police requesting dispatch.

Burglar Alarms – means any system or device detecting and reporting any unauthorized entry or attempted entry or property damage upon real property. Alarms on automatic teller machines are included in this definition.

Cancellation means the process where a dispatch is terminated when an Alarm Installation Company or Alarm Monitoring Company for the Alarm Site notifies the Fayetteville Police before their arrival that there is not an existing situation at the Alarm Site requiring response after an Alarm Dispatch Request.

Conversion means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing, monitoring or both of a previously unmonitored Alarm System, or an Alarm System previously serviced or monitored or both by another Alarm Company.

Dispatch means the process in which the Fayetteville Police is instructed to respond to an alarm.

False Alarm means an Alarm Dispatch Request to summon the Fayetteville Police to a non-emergency situation. For enforcement purposes, any Dispatch Request cancelled prior to the arrival of the Fayetteville Police at the Alarm Site will still not be counted as a False Alarm.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

Grace Period means a specified length of time from the date of installation or Conversion/Takeover during which no occurrence, fine or penalty is assessed for False Alarms.

Local Alarm System means any Alarm System, which is not monitored, that emits or transmits a local audible, visual or electronic signal indicating an alarm condition only at the Alarm Site.

Monitoring Company means a Person in the business of providing Alarm Monitoring services.

Monitoring means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Fayetteville Police for the purpose of summoning a police response to an Alarm Site.

Purchase means the transaction or process by which an Alarm Company assumes control or possession of an existing alarm account.

Response means the dispatch of Fayetteville Police personnel to the premises where an Alarm System has been activated.

Responsible Individual means an individual who is able and has agreed to:

-receive notification of an Alarm System activation at any time;

-respond to the Alarm Site within 30 minutes at any time; and,

-grant access to the Alarm Site and deactivate the Alarm System upon request.

Robbery alarm (also hold-up alarm or panic alarm) means an alarm signal generated by the manual or automatic activation of a device, or any system, device, or mechanism on or near the premises intended to signal that a robbery or other crime is *in progress*, and that one or more persons are in need of immediate police assistance in order to avoid injury, serious bodily harm or death at the hands of the perpetrator of the robbery or other crime

Takeover means the transaction or process by which an Alarm User takes over control of an existing Alarm System, which was previously controlled by another Alarm User.

Verify means an attempt by the Monitoring Company, or its representatives, to contact the Alarm Site by telephonic or other electronic means, whether or not actual contact with a Person is made, to determine whether an alarm signal is valid before requesting a police dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For purposes of this Section, "verify" requires, that if the initial call to the Alarm Site is unanswered, the Monitoring Company must make a second call to reach a Responsible Individual at a different number than the one listed as the Alarm Site telephone number. This process is known as "ECV," or Enhanced Call Verification.

Zones mean division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

(B) *Administration and funding.*

(1) Responsibility for administration of this Chapter is vested with the Chief of Police

(2) The Chief of Police designates an Alarm Administrator to carry out the duties and functions described in this Chapter.

(3) Monies generated by false alarm service fees pursuant to this Chapter shall be dedicated for use by the Department directly for administration of the alarm program and for recovery of general police services lost to false alarm response.

(4) The Alarm Administrator shall conduct an annual evaluation and analysis of the effectiveness of this Chapter and identify and implements system improvements, as warranted.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

(C) *Permit required; Application; Transferability; False Statements.*

(1) No Alarm User shall operate, or cause to be operated, an Alarm System at its Alarm Site without a valid Alarm Permit. A separate Alarm Permit is required for each Alarm Site.

(2) Existing Alarm System. Any alarm system which has been installed before the effective date of this chapter shall be registered by the Alarm User within 120 (One Hundred Twenty) days of such effective date.

(3) Alarm Systems. Any Alarm System that is installed on a protected premises located within the City of Fayetteville, the Alarm User shall have ten (10) days from the date of the installation to notify the Alarm Administrator that an alarm system has been installed and the send the Alarm Administrator the name and address of the Alarm User and a copy of the Customer False Alarm Prevention Checklist. Failure of an Alarm User to notify the Alarm Administrator of a new Alarm System installation within ten (ten) days following installation shall result in a fee of $100.00.

(4) The Alarm Permit application must be submitted by the Alarm User to the Alarm Administrator at the time of an Alarm System installation or Takeover. All Local Alarm System applications must be submitted to the Alarm Administrator at the time of an Alarm System installation or Takeover by the next business day. The Alarm Permit shall be effective until such time as the registered Alarm User no longer occupies the Alarm Site.

(5) An Alarm Monitoring Company or Alarm Installation company <u>may</u> provide the information for an Alarm Permit to the Alarm Administrator on behalf of the Alarm User.

(6) Each Alarm Permit application must include the following information:

(a) the name, complete current address, (including apartment or suite number), and telephone numbers of the Person who will be the Permit holder and be responsible for the proper maintenance and operation of the Alarm System;

(b) the classification of the Alarm Site (e.g. single or multi-family residential, commercial, warehouse, governmental, etc.);

(c) mailing address, if different from the address of the Alarm Site;

(d) the date of installation, Conversion or Takeover of the Alarm System;

(e) the name, address, and telephone number of the Alarm Installation Company or companies performing the Alarm System installation, Conversion or Takeover, and of the Alarm Installation Company responsible for providing repair service to the Alarm System;

(f) the name, address, and telephone number of the monitoring Company, if different from the Alarm Installation Company; any protective / reactive systems , and,

(g) signed certification from the Alarm User stating that:

i. a set of written operating instructions for the Alarm System, including written guidelines on how to avoid False Alarms, have been left with the applicant by the Alarm Installation Company;

ii. the Alarm Installation Company has trained the applicant in the proper use of the Alarm System, including instructions on how to avoid False Alarms; and,

iii. the Alarm User is aware of the fact that a police

RFP 23-19, False Alarm Administrative Services
Appendix B
City Issued RFP

response may be influenced by factors including, but not limited to, the availability of police units, priority of calls, weather conditions, traffic conditions, and staffing levels.

(6) Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Permit shall be sufficient cause for imposition of a fee prior to the issuance of a Permit by the Alarm Administrator.

(7) An Alarm Permit cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Installation or Alarm Monitoring Company, in case of a monitored Alarm System, or the Alarm Administrator, in the case of a non-monitored Alarm System, of any change to any of the information on the Alarm Permit application within five (5) business days of such change.

(8) An Alarm Permit is good for two (2) years from the issued date.

(9) The Alarm User is solely responsible for the payment of any fee for services.

(10) Per A.C.A. 17-40-106, the Alarm Permit will be given at no cost to the Alarm User.

(D) *Duties of the Alarm User.*

(1) An Alarm User shall:

(a) maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;

(b) make every reasonable effort to have a Responsible Individual available at the Alarm Site within 30 minutes after an Alarm Dispatch Request; and,

(c) not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.

(2) An Alarm User shall have a Licensed Alarm Installation Company inspect the Alarm System after three (3) False Alarms within a revolving three-month period. The Alarm Administrator may waive a required inspection if (s)he determines that a False Alarm(s) could not have been related to a defect or malfunction in the Alarm System.

(3) An Alarm User shall not use Automatic Voice Dialers to notify the Fayetteville Police Department.

(4) An Alarm User shall maintain at each Alarm Site an Alarm Permit and a set of written operating instructions for each Alarm System.

(5) Alarm Users may agree with their Alarm Installation Company or Monitoring Company to go through a "grace period" for the first seven (7) days after installation of an Alarm System during which time neither the Alarm Installation Company nor the Monitoring Company will have any obligation to respond to any Alarm Signal from the Alarm Site. If the Alarm Signal is the result of an actual alarm event, the Alarm Installation Company or the Monitoring Company shall send an Alarm Dispatch to the Fayetteville Police.

(E) *Duties and Authority of the Alarm Administrator.*

(1) The Alarm Administrator shall establish a procedure for notification to the Alarm User of the occurrence of a False Alarm. Such notice shall include:

(a) the date and time of police response to the False Alarm;

(b) the response incident number; and,

(c) a statement urging the Alarm User to ensure that the Alarm System is properly operated, inspected, and serviced in order to avoid False Alarms and resulting fee for service.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

(2) The Alarm Administrator or the Fayetteville Police may create and implement an Alarm User Awareness Class. The Alarm Administrator may request the assistance of False Alarm Associations, alarm companies and emergency service agencies in developing and implementing the class. The class shall inform Alarm Users of the problems caused by False Alarms and teach Alarm Users how to avoid False Alarms.

(F) *Fees for Service.*

(1) An Alarm User shall be subject to a fee for service, depending on the number of False Alarms within a calendar year based upon the following schedule:

# of False Alarms	Fee for Service
1	$0.00
2	$75.00
3	$100.00
4	$150.00
5	$200.00
6 or more	$250.00

(2) In addition, any Person operating a non-permitted Alarm System will be subject to an additional fee for service of $250.00. The Alarm Administrator may waive the additional fee for non-permitted Alarm Systems, if the Alarm User submits an application for Alarm Permit within ten (10) days after notification of such a violation.

(3) An audible alarm that has not been called into the Fayetteville Police Department by an Alarm Monitoring Service shall not constitute a false alarm under this section.

(4) Notice of the right of Appeal under this ordinance shall be included with any fee for service.

(5) A $25.00 late fee will be assessed for each false alarm invoice not paid within 30 days of notice.

(G) *Robbery Alarm.*

Activation of a robbery alarm shall be deemed an intentional act for which a required fee shall be deemed imposed for false alarms. Any alarm user of such alarms shall pay the city a fee for each and every false robbery alarm to which police respond.

# of False Alarms	Fee for Service
1	$0.00
2-3	$100.00
4 or more	$200.00

The higher fee will continue to be assessed until the alarm user submits a certification from an Alarm Installation Company, stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company and proper training has been provided to the alarm user.

A $25.00 late fee will be assessed for each false alarm invoice not paid within 30 days of notice.

(H) *Alarm Cancellations.*

(1) The Monitoring Company shall communicate Verified Cancellations of Alarm Dispatch Requests to the Fayetteville Police in a manner and form prescribed by this Section.

(2) In order for the Fayetteville Police to verify the identity of the Monitoring Company and to confirm that the correct Alarm Dispatch Request is Cancelled, Monitoring Companies must use the Incident Number given to them by the Fayetteville Police when the alarm call was first made.

(3) For Alarm Systems that utilize a Monitoring Company, a request for Cancellation of an Alarm Dispatch Request will only be accepted from the Monitoring Company and only after the Incident Number has been reported to the Fayetteville Police.

(4) If a cancellation occurs prior to law enforcement arriving at the scene, this is not a False Alarm for the purpose of fees for service and no fee will be assessed.

(5) Robbery alarms from financial institutions cannot be canceled and an

RFP 23-19, False Alarm Administrative Services
Appendix B
City Issued RFP

officer response is mandatory per the Policies and Procedures of the Fayetteville Police Department. In this situation, if a financial institution employee contacts the Fayetteville Police Department to notify of a false alarm prior to the Alarm Monitoring Company notifying of an alarm dispatch request, then this will be considered a cancellation request and no fee will be assessed.

(I) *Suspension of Response.*

(1) The Alarm Administrator may suspend police response to an Alarm Site by revoking the Alarm Permit if it is determined that:

(a) The Alarm User has 6 or more False Burglary Alarms within a twelve (12) month period; or,

(b) There is a statement of a material fact known to be false in the application for a permit; or,

(c) The Alarm User has failed to make timely payment of a fee for service assessed; or,

(d) The Alarm User has failed to submit a written certification from an Alarm Installation Company that complies with the requirements of this article, stating that the Alarm System has been inspected and repaired (if necessary) and/or additional training has been conducted by the Alarm Installation Company.

(2) A Person commits an offense if he/she operates an Alarm System during the period in which the alarm permit is suspended and is subject to enforcement and Fees.

(3) Unless there is separate indication that there is a crime in progress, the Fayetteville Police Department may refuse a officer response to an Alarm Dispatch Request at an Alarm Site for which the Alarm Permit is suspended.

(4) If the Alarm Permit is reinstated the Alarm Administrator may again suspend police response to the Alarm Site by again suspending the Alarm Permit if it is determined that two (2) False Alarms have occurred within one hundred eighty (180) days after the reinstatement date.

(J) *Appeals.*

(1) If the Alarm Administrator assesses a Fee for Service, the Alarm Administrator shall send written notice of the action and of the right to appeal to the Alarm User.

(2) The Alarm User may appeal an assessment to the Alarm Administrator by setting forth in writing the reasons for the appeal within fifteen (15) business days after receipt of the fee for service or a notice of revocation.

(3) The Alarm User may appeal an adverse decision of the Alarm Administrator to the False Alarm Appeals Panel as follows:

(a) The Alarm User may file a written request for review of an adverse decision of the Alarm Administrator by paying an appeal fee of $25.00, and setting forth the reasons for the appeal within fifteen (15) business days after the date of notification of an adverse decision from the Alarm Administrator. Appeal fees shall be fully refunded if the appeal is granted.

(b) The False Alarm Appeals Panel shall be comprised of five (5) members, each to be appointed by the Chief of Police, to serve a term of three (3) years. The panel will consist of an alarm industry representative, a member of the Fayetteville Police Department, and an at large citizen of Fayetteville.

(c) The False Alarm Appeals Panel shall conduct a review within thirty (30) days of the receipt of the request, and consider all evidence presented by any interested Person(s). The False Alarm Appeals Panel shall make its decision based upon the preponderance of the evidence

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

presented. The False Alarm Appeals Panel shall render its decision to either affirm or reverse the decision of the Alarm Administrator no later than ten (10) days after the date of the hearing.

(4) The filing of a request for appeal shall stay enforcement and collection of any fee for service assessed, until such time as the False Alarm Appeals Panel renders it decision. If a request for appeal is not made within the fifteen (15) period set forth at subsection (J)(3) (a) above, the action of the Alarm Administrator shall be deemed final.

(5) The Alarm Administrator or the False Alarm Appeals Panel may adjust the accrued number of False Alarms based on evidence that:

(a) a False Alarm was caused by the actions of the telephone company, Alarm Installation Company, and/or the Monitoring Company; or,

(b) a False Alarm was caused by a power outage lasting longer than four (4) hours; or,

(c) shows that the Alarm Dispatch Request was not a False Alarm; or,

(d) the officer response was not completed in a timely fashion; and/ or,

(6) In determining the number of False Alarms, multiple alarms occurring in any twenty-four (24) hour period may be counted as one False Alarm: to allow the alarm use time to take corrective action unless the false alarms are directly caused by the alarm user.

(K) *Reinstatement.*

(1) A Person who's Alarm Permit has been revoked may, at the discretion of the Alarm Administrator or the Chief of Police have the Alarm Permit reinstated by the Alarm Administrator or the Chief of Police if the Person:

(a) Submits a new application; and,

(b) pays, or otherwise resolves, all outstanding citations, fees and fines; and,

(c) submits a certification from an Alarm Installation Company, stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company;

(2) In addition, the Alarm Administrator may require one or more of the following as a condition to reinstatement:

(a) proof that an employee of the Alarm Installation Company or Monitoring Company caused the False Alarm;

(b) upgrade the alarm control panel to CP-01 Compliant Panel;

(c) a written statement from an independent inspector designated by the Chief of police that the Alarm System has been inspected and is in good working order;

(d) confirmation that all motion detectors are "dual technology" type;

(e) confirmation that the Alarm System requires two independent zones to trigger before transmitting an alarm signal to the Monitoring Company;

(f) confirmation that the Alarm System requires two independent detectors to trigger before transmitting an alarm signal to the Monitoring Company;

(g) certification that the Monitoring Company will not make an Alarm Dispatch Request unless the need for a officer is confirmed by a listen-in device;

(h) certification that the Monitoring Company will not request

Appendix B
RFP 23-19 , False Alarm
Administrative Services
City Issued RFP

an Alarm Dispatch unless the need for a officer/deputy is confirmed by a camera device; or

(i) certification that the Monitoring Company will not make an Alarm Dispatch Request unless the need for a officer is confirmed by a Person at the Alarm Site.

(j) alarm user successfully completes an on line alarm awareness class and test.

(L) *Government Immunity.*

An Alarm Permit is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an Alarm Permit, the Alarm User acknowledges that Fayetteville Police Department response may be influenced by factors such as, the availability of officers, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A FALSE ALARM REDUCTION ORDINANCE TO IMPROVE PUBLIC SAFETY BY REDUCING EMERGENCY RESPONSES TO FALSE ALARMS; AND TO ENCOURAGE ALARM USERS TO PROPERLY USE AND MAINTAIN THE OPERATIONAL EFFECTIVENESS OF ALARM SYSTEMS IN ORDER TO REDUCE OR ELIMINATE FALSE ALARMS.

WHEREAS, the Fayetteville Police Department received over 42,360 calls in 2006, of which 3,851 were from alarms; and,

WHEREAS, of these 3,851 calls from alarm systems, 3,823 (or 99.2%) were false alarms; and,

WHEREAS, sending an emergency response to a false alarm decreases the availability of police officers to respond to true emergencies, thereby decreasing public safety; and,

WHEREAS, it has been determined that often these false alarms are the result of the property owner's failure to properly maintain the alarm systems; and,

WHEREAS, this Ordinance contains provisions which strive to reduce false alarms, sets forth a permitting system with controls to facilitate the reduction of false alarms, and requires the disciplined use of alarm systems by Alarm Users.

RFP 23-19, False Alarm Administrative Services
Appendix B
City Issued RFP

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby adopts a False Alarm Reduction Ordinance, the full text of which, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Clerk shall place an item on the agenda of the City Council's regular meeting held on February 3 2009, to review the False Alarm Reduction Ordinance.

Section 3. Effective Date. In order to allow sufficient time to establish the alarm permit system and issue the necessary permits, this ordinance shall take effect 120 days from the date of passage.

PASSED and **APPROVED** this 20th day of November, 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

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

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

From: Clarice Pearman
To: Tabor, Greg
Date: 11.27.07 11:32 AM
Subject: Ord. 5083
Attachments: 5083 False Alarm Reduction.pdf

CC: Audit

Chief:
Attached is a copy of the above ordinance passed by City Council, November 20, 2007 regarding false alarms. Please let me know if there is anything else needed for this item. Have a good day.
Thanks.
Clarice

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

Arkansas Democrat Gazette

NORTHWEST ARKANSAS EDITION

Northwest Arkansas Times
Benton County Daily Record
P. O. BOX 1607
FAYETTEVILLE, AR 72702
PHONE: 479-571-6415

AFFIDAVIT OF PUBLICATION

I, Kate MacNaughton, do solemnly swear that I am the Legal Clerk of the Arkansas Democrat Gazette newspaper. Printed and published in Benton County Arkansas, (Lowell) and that from my own personal knowledge and reference to the files of said publication, the advertisement of

City of Fayetteville: Ordinance No. 5083

Was inserted in the Regular Editions on:
December 7, 2007

Publication Charge: $675.20

Subscribed and sworn to before me
This 7 day of Dec , 2007.

Notary Public Cathy Wiles

My Commission Expires: 2/20/2014

****NOTE** Please do not pay from Affidavit.
Invoice will be sent.**

CATHY J. WILES
Benton County
My Commission Expires
February 20, 2014

RECEIVED
DEC 13 2007
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

ORDINANCE NO. 5083

AN ORDINANCE ADOPTING A FALSE ALARM REDUCTION ORDINANCE TO IMPROVE PUBLIC SAFETY BY REDUCING EMERGENCY RESPONSES TO FALSE ALARMS; AND TO ENCOURAGE ALARM USERS TO PROPERLY USE AND MAINTAIN THE OPERATIONAL EFFECTIVENESS OF ALARM SYSTEMS IN ORDER TO REDUCE OR ELIMINATE FALSE ALARMS.

Fayetteville ARKANSAS

WHEREAS, the Fayetteville Police Department received over 42,360 calls in 2006, of which 3,851 were from alarms; and,

WHEREAS, of these 3,851 calls from alarm systems, 3,823 (or 99.2%) were false alarms; and,

WHEREAS, sending an emergency response to a false alarm decreases the availability of police officers to respond to true emergencies, thereby decreasing public safety; and,

WHEREAS, it has been determined that often these false alarms are the result of the property owner's failure to properly maintain the alarm systems; and,

WHEREAS, this Ordinance contains provisions which strive to reduce false alarms, sets forth a permitting system with controls to facilitate the reduction of false alarms, and requires the disciplined use of alarm systems by Alarm Users.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby adopts a False Alarm Reduction Ordinance, the full text of which, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Clerk shall place an item on the agenda of the City Council's regular meeting held on February 3 2009, to review the False Alarm Reduction Ordinance.

Section 3. Effective Date. In order to allow sufficient time to establish the alarm permit system and issue the necessary permits, this ordinance shall take effect 120 days from the date of passage.

PASSED and APPROVED this 20th day of November, 2007.

APPROVED:
By: _____
DAN COODY, Mayor

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

Exhibit A

130.23 False Alarm Reduction

(A) Definitions. For the purposes of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Alarm Administrator means a Person or Persons designated by the Chief of Police to administer, control and review False Alarm reduction efforts and administer the provisions of this Section.

Alarm Dispatch Request means a notification to the Fayetteville Police that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

Alarm Installation Company means a Person who sells, provides, maintains, services, repairs, alters, replaces, moves, and/or installs an Alarm System at an Alarm Site.

Alarm User Permit means a permit issued by the City to the Alarm User to operate an Alarm System, obtained after the Alarm User makes written application to either the Alarm Installation Company, Alarm Monitoring Company, or in the case of a Local Alarm, the Alarm Administrator.

Alarm Site means a single fixed premise or location served by an Alarm System or Systems. Each unit, if served by a separate Arming Station in a multi-unit building or complex, shall be considered a separate Alarm Site.

Alarm System means a device or series of devices, including, but not limited to, hardwired systems and systems interconnected with a radio frequency method such as cellular or private radio signals, which emit or transmit a remote or local audible, visual or electronic signal indicating an alarm condition and intended to summon a police response, including Local Alarm Systems. Alarm System does not include an alarm installed in a vehicle or on someone's person.

Alarm User Awareness Class means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.

Alarm User means any Person, who operates an Alarm System.

Arming Station means a device that allows control of an Alarm System.

Automatic Voice Dialer means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice message, when activated, over a telephone line, radio, or other communications system, to the Fayetteville Police requesting dispatch.

Burglar Alarms – means any system or device detecting and reporting any unauthorized entry or attempted entry or property damage upon real property. Alarms on automatic teller machines are included in this definition.

Cancellation means the process where a dispatch is terminated when an Alarm Installation Company or Alarm Monitoring Company for the Alarm Site notifies the Fayetteville Police before their arrival that there is not an existing situation at the Alarm Site requiring response after an Alarm Dispatch Request.

Conversion means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing, monitoring or both of a previously unmonitored Alarm System, or an Alarm System previously serviced or monitored or both by another Alarm Company.

Dispatch means the process in which the Fayetteville Police is instructed to respond to an alarm.

False Alarm means an Alarm Dispatch Request to summon the Fayetteville Police to a non-emergency situation. For enforcement purposes, any Dispatch Request cancelled prior to the arrival of the Fayetteville Police at the Alarm Site will still not be counted as a False Alarm.

Grace Period means a specified length of time from the date of installation or Conversion/Takeover during which no occurrence, fine or penalty is assessed for False Alarms.

Local Alarm System means any Alarm System, which is not monitored, that emits or transmits a local audible, visual or electronic signal indicating an alarm condition only at the Alarm Site.

Monitoring Company means a Person in the business of providing Alarm Monitoring services.

Monitoring means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Fayetteville Police for the purpose of summoning a police response to an Alarm Site.

Purchase means the transaction or process by which an Alarm Company assumes control or possession of an existing alarm account.

Response means the dispatch of Fayetteville Police personnel to the premises where an Alarm System has been activated.

Responsible Individual means an individual who is able and has agreed to:
-receive notification of an Alarm System activation at any time;
-respond to the Alarm Site within 30 minutes at any time; and,
-grant access to the Alarm Site and deactivate the Alarm System upon request.

Robbery alarm (also hold-up alarm or panic alarm) means an alarm signal generated by the manual or automatic activation of a device, or any system, device, or mechanism on or near the premises intended to signal that a robbery or other crime is in progress, and that one or more persons are in need of immediate police assistance in order to avoid injury, serious bodily harm or death at the hands of the perpetrator of the robbery or other crime

Takeover means the transaction or process by which an Alarm User takes over control of an existing Alarm System, which was previously controlled by another Alarm User.

Verify means an attempt by the Monitoring Company, or its representatives, to contact the Alarm Site by telephonic or other electronic means, whether or not actual contact with a Person is made, to determine whether an alarm signal is valid before requesting a police dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For purposes of this Section, "verify" requires, that if the initial call to the Alarm Site is unanswered, the Monitoring Company must make a second call to reach a Responsible Individual at a different number than the one listed as the Alarm Site telephone number. This process is known as "ECV," or Enhanced Call Verification.

Zones mean division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

(B) Administration and funding.

(1) Responsibility for administration of this Chapter is vested with the Chief of Police

(2) The Chief of Police designates an Alarm Administrator to carry out the duties and functions described in this Chapter.

(3) Monies generated by false alarm service fees pursuant to this Chapter shall be dedicated for use by the Department directly for administration of the alarm program and for recovery of general police services lost to false alarm response.

(4) The Alarm Administrator shall conduct an annual evaluation and analysis of the effectiveness of this Chapter and identify and implements system improvements, as warranted.

(C) Permit required; Application; Transferability; False Statements.

(1) No Alarm User shall operate, or cause to be operated, an Alarm System at its Alarm Site without a valid Alarm Permit. A separate Alarm Permit is required for each Alarm Site.

(2) Existing Alarm System. Any alarm system which has been installed before the effective date of this chapter shall be registered by the Alarm User within 120 (One Hundred Twenty) days of such effective date.

(3) Alarm Systems. Any Alarm System that is installed on a protected premises located within the City of Fayetteville, the Alarm User shall have ten (10) days from the date of the installation to notify the Alarm Administrator that an alarm system has been installed and the send the Alarm Administrator the name and address of the Alarm User and a copy of the Customer False Alarm Prevention Checklist. Failure of an Alarm User to notify the Alarm Administrator of a new Alarm System installation within ten (ten) days following installation shall result in a fee of $100.00.

(4) The Alarm Permit application must be submitted by the Alarm User to the Alarm Administrator at the time of an Alarm System installation or Takeover. All Local Alarm System applications must be submitted to the Alarm Administrator at the time of an Alarm System installation or Takeover by the next business day. The Alarm Permit shall be effective until such time as the registered Alarm User no longer occupies the Alarm Site.

(5) An Alarm Monitoring Company or Alarm Installation company may provide the information for an Alarm Permit to the Alarm Administrator on behalf of the Alarm User.

(6) Each Alarm Permit application must include the following information:

(a) the name, complete current address, (including apartment or suite number), and telephone numbers of the Person who will be the Permit holder and be responsible for the proper maintenance and operation of the Alarm System;

(b) the classification of the Alarm Site (e.g. single or multi-family residential, commercial, warehouse, governmental, etc.);

(c) mailing address, if different from the address of the Alarm Site;

(d) the date of installation, Conversion or Takeover of the Alarm System;

(e) the name, address, and telephone number of the Alarm Installation Company or companies performing the Alarm System installation, Conversion or Takeover, and of the Alarm Installation Company responsible for providing repair service to the Alarm System;

(f) the name, address, and telephone number of the monitoring Company, if different from the Alarm Installation Company; any protective / reactive systems , and,

(g) signed certification from the Alarm User stating that:

i. a set of written operating instructions for the Alarm System, including written guidelines on how to avoid False Alarms, have been left with the applicant by the Alarm Installation Company;

ii. the Alarm Installation Company has trained the applicant in the proper use of the Alarm System, including instructions on how to avoid False Alarms; and,

iii. the Alarm User is aware of the fact that a police response may be influenced by factors including, but not limited to, the availability of police units, priority of calls, weather conditions, traffic conditions, and staffing levels.

(7) Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Permit shall be sufficient cause for imposition of a fee prior to the issuance of a Permit by the Alarm Administrator.

(8) Alarm Permit cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Installation or Alarm Monitoring Company, in case of a monitored Alarm System, or the Alarm Administrator, in the case of a non-monitored Alarm System, of any change to any of the information on the Alarm Permit application within five (5) business days of such change.

(9) An Alarm Permit is good for two (2) years from the issued date.

(10) The Alarm User is solely responsible for the payment of any fee for services.

(11) Per A.C.A. § 17-40-106, the Alarm Permit will be given at no cost to the Alarm User.

(D) Duties of the Alarm User.

(1) An Alarm User shall:

(a) maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;

(b) make every reasonable effort to have a Responsible Individual available at the Alarm Site within 30 minutes after an Alarm Dispatch Request; and,

(c) not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.

(2) An Alarm User shall have a Licensed Alarm Installation Company inspect the Alarm System after three (3) False Alarms within a revolving three-month period. The Alarm Administrator may waive a required inspection if (s)he determines that a False Alarm(s) could not have been related to a defect or malfunction in the Alarm System.

(3) An Alarm User shall not use Automatic Voice Dialers to notify the Fayetteville Police Department.

(4) An Alarm User shall maintain at each Alarm Site an Alarm Permit and a set of written operating instructions for each Alarm System.

(5) Alarm Users may agree with their Alarm Installation Company or Monitoring Company to go through a "grace period" for the first seven (7) days after installation of an Alarm System during which time neither the Alarm Installation Company nor the Monitoring Company will have any obligation to respond to any Alarm Signal from the Alarm Site. If the Alarm Signal is the result of an actual alarm event, the Alarm Installation Company or the Monitoring Company shall send an Alarm Dispatch to the Fayetteville Police.

(E) Duties and Authority of the Alarm Administrator.

(1) The Alarm Administrator shall establish a procedure for notification to the Alarm User of the occurrence of a False Alarm. Such notice shall include:

(a) the date and time of police response to the False Alarm;

(b) the response incident number; and,

(c) a statement urging the Alarm User to ensure that the Alarm System is properly operated, inspected, and serviced in order to avoid False Alarms and resulting fee for service.

(2) The Alarm Administrator or the Fayetteville Police may create and implement an Alarm User Awareness Class. The Alarm Administrator may request the assistance of False Alarm Associations, alarm companies and emergency service agencies in developing and implementing the class. The class shall inform Alarm Users of the problems caused by False Alarms and teach Alarm Users how to avoid False Alarms.

(F) Fees for Service.

(1) An Alarm User shall be subject to a fee for service, depending on the number of False Alarms within a calendar year based upon the following schedule:

# of False Alarms	Fee for Service
1	$0.00
2	$75.00
3	$100.00
4	$150.00
5	$200.00
6 or more	$250.00

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

(2) In addition, any Person operating a non-permitted Alarm System will be subject to an additional fee for service of $250.00. The Alarm Administrator may waive the additional fee for non-permitted Alarm Systems, if the Alarm User submits an application for Alarm Permit within ten (10) days after notification of such a violation.
(3) An audible alarm that has not been called into the Fayetteville Police Department by an Alarm Monitoring Service shall not constitute a false alarm under this section.
(4) Notice of the right of Appeal under this ordinance shall be included with any fee for service.
(5) A $25.00 late fee will be assessed for each false alarm invoice not paid within 30 days of notice.
(G) Robbery Alarm.
Activation of a robbery alarm shall be deemed an intentional act for which a required fee shall be deemed imposed for false alarms. Any alarm user of such alarms shall pay the city a fee for each and every false robbery alarm to which police respond.

# of False Alarms	Fee for Service
1	$0.00
2-3	$100.00
4 or more	$200.00

The higher fee will continue to be assessed until the alarm user submits a certification from an Alarm Installation Company, stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company and proper training has been provided to the alarm user.
A $25.00 late fee will be assessed for each false alarm invoice not paid within 30 days of notice.
(H) Alarm Cancellations.
(1) The Monitoring Company shall communicate Verified Cancellations of Alarm Dispatch Requests to the Fayetteville Police in a manner and form prescribed by this Section.
(2) In order for the Fayetteville Police to verify the identity of the Monitoring Company and to confirm that the correct Alarm Dispatch Request is Cancelled, Monitoring Companies must use the Incident Number given to them by the Fayetteville Police when the alarm call was first made.
(3) For Alarm Systems that utilize a Monitoring Company, a request for Cancellation of an Alarm Dispatch Request will only be accepted from the Monitoring Company and only after the Incident Number has been reported to the Fayetteville Police.
(4) If a cancellation occurs prior to law enforcement arriving at the scene, this is not a False Alarm for the purpose of fees for service and no fee will be assessed.
(5) Robbery alarms from financial institutions cannot be canceled and an officer response is mandatory per the Policies and Procedures of the Fayetteville Police Department. In this situation, if a financial institution employee contacts the Fayetteville Police Department to notify of a false alarm prior to the Alarm Monitoring Company notifying of an alarm dispatch request, then this will be considered a cancellation request and no fee will be assessed.
(I) Suspension of Response.
(1) The Alarm Administrator may suspend police response to an Alarm Site by revoking the Alarm Permit if it is determined that:
(a) The Alarm User has 6 or more False Burglary Alarms within a twelve (12) month period or,
(b) There is a statement of a material fact known to be false in the application for a permit, or,
(c) The Alarm User has failed to make timely payment of a fee for service assessed or,
(d) The Alarm User has failed to submit a written certification from an Alarm Installation Company that complies with the requirements of this article, stating that the Alarm System has been inspected and repaired (if necessary) and/or additional training has been conducted by the Alarm Installation Company.
(2) A Person commits an offense if he/she operates an Alarm System during the period in which the alarm permit is suspended and is subject to enforcement and Fees.
(3) Unless there is separate indication that there is a crime in progress, the Fayetteville Police Department may refuse a officer response to an Alarm Dispatch Request at an Alarm Site for which the Alarm Permit is suspended.
(4) If the Alarm Permit is reinstated the Alarm Administrator may again suspend police response to the Alarm Site by again suspending the Alarm Permit if it is determined that two (2) False Alarms have occurred within one hundred eighty (180) days after the reinstatement date.
(J) Appeals.
(1) If the Alarm Administrator assesses a Fee for Service, the Alarm Administrator shall send written notice of the action and of the right to appeal to the Alarm User.
(2) The Alarm User may appeal an assessment to the Alarm Administrator by setting forth in writing the reasons for the appeal within fifteen (15) business days after receipt of the fee for service or a notice of revocation.
(3) The Alarm User may appeal an adverse decision of the Alarm Administrator to the False Alarm Appeals Panel as follows:
(a) The Alarm User may file a written request for review of an adverse decision of the Alarm Administrator by paying an appeal fee of $25.00, and setting forth the reasons for the appeal within fifteen (15) business days after the date of notification of an adverse decision from the Alarm Administrator. Appeal fees shall be fully refunded if the appeal is granted.
(b) The False Alarm Appeals Panel shall be comprised of five (5) members, each to be appointed by the Chief of Police, to serve a term of three (3) years. The panel will consist of an alarm industry representative, a member of the Fayetteville Police Department, and an at large citizen of Fayetteville.
(c) The False Alarm Appeals Panel shall conduct a review within thirty (30) days of the receipt of the request, and consider all evidence presented by any interested Person(s). The False Alarm Appeals Panel shall make its decision based upon the preponderance of the evidence presented. The False Alarm Appeals Panel shall render its decision to either affirm or reverse the decision of the Alarm Administrator no later than ten (10) days after the date of the hearing.
(4) The filing of a request for appeal shall stay enforcement and collection of any fee for service assessed, until such time as the False Alarm Appeals Panel renders it decision. If a request for appeal is not made within the fifteen (15) period set forth at subsection (J)(3) (a) above, the action of the Alarm Administrator shall be deemed final.
(5) The Alarm Administrator or the False Alarm Appeals Panel may adjust the accrued number of False Alarms based on evidence that:
(a) a False Alarm was caused by the actions of the telephone company, Alarm Installation Company, and/or the Monitoring Company; or,
(b) a False Alarm was caused by a power outage lasting longer than four (4) hours; or,
(c) shows that the Alarm Dispatch Request was not a False Alarm; or,
(d) the officer response was not completed in a timely fashion; and/ or,
(6) In determining the number of False Alarms, multiple alarms occurring in any twenty-four (24) hour period may be counted as one False Alarm: to allow the alarm use time to take corrective action unless the false alarms are directly caused by the alarm user.
(K) Reinstatement.

(1) A Person whose Alarm Permit has been revoked may, at the discretion of the Alarm Administrator or the Chief of Police have the Alarm Permit reinstated by the Alarm Administrator or the Chief of Police if the Person:
(a) Submits a new application; and,
(b) pays, or otherwise resolves, all outstanding citations, fees and fines; and,
(c) submits a certification from an Alarm Installation Company, stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company;
(2) In addition, the Alarm Administrator may require one or more of the following as a condition to reinstatement:
(a) proof that an employee of the Alarm Installation Company or Monitoring Company caused the False Alarm;
(b) upgrade the alarm control panel to CP-01 Compliant Panel;
(c) a written statement from an independent inspector designated by the Chief of police that the Alarm System has been inspected and is in good working order;
(d) confirmation that all motion detectors are "dual technology" type;
(e) confirmation that the Alarm System requires two independent zones to trigger before transmitting an alarm signal to the Monitoring Company;
(f) confirmation that the Alarm System requires two independent detectors to trigger before transmitting an alarm signal to the Monitoring Company;
(g) certification that the Monitoring Company will not make an Alarm Dispatch Request unless the need for officer is confirmed by a listen-in device;
(h) certification that the Monitoring Company will not request an Alarm Dispatch unless the need for a officer/deputy is confirmed by a camera device; or
(i) certification that the Monitoring Company will not make an Alarm Dispatch Request unless the need for officer is confirmed by a Person at the Alarm Site.
(j) alarm user successfully completes an on-line alarm awareness class and test.
(L) Government Immunity.
An Alarm Permit is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an Alarm Permit, the Alarm User acknowledges that Fayetteville Police Department response may be influenced by factors such as: the availability of officers, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

RFP 23-19, False Alarm Administrative Services
Appendix B
City Issued RFP

RFP 23-19, Addendum 1

CITY OF FAYETTEVILLE ARKANSAS

Date: Thursday, November 9, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: RFP 23-19, False Alarm Administrative Services

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

Appendix B
RFP 23-19, False Alarm
Administrative Services
City Issued RFP

1. The following questions have been received and answered by the responsible department:

    a. Question: Is there a false alarm permit fee associated with this?

        i. Answer: No, there is no permit fee. Please see below:

        Per City Code 130.23 E. (9): Per A.C.A. §17-40-106, the alarm permit will be given at no cost to the alarm user.

        §17-40-106. Exclusive regulation – Authority of political subdivisions.
        (a) The regulation of investigation, security, and alarm systems companies is exclusive to the Director of the Division of Arkansas State Police.
        (b) Licensees and employees of licensees under the provisions of this chapter are not required to obtain any authorization, permit, franchise, or license from, or pay another fee or franchise tax to, or post bond in any city, county, or other political subdivision of this state to engage in the business or perform any service authorized under this chapter.
        (c) However, any city or county may require a company operating within its jurisdiction to register without fee and may adopt an ordinance to require users of alarm systems to obtain revocable permits without fee.

RFP 23-19 Addendum 1

PM AM Corp.

Supplier Response

Appendix C
RFP 23-19, False Alarm
Administrative Services
PM AM's Proposal

Event Information

Number: RFP 23-19 Addendum 1
Title: False Alarm Administrative Services
Type: Request for Proposal
Issue Date: 10/22/2023
Deadline: 11/15/2023 02:00 PM (CT)
Notes: The City of Fayetteville is requesting proposals from properly qualified firms to administer the City's false alarm reduction program. This work includes, but is not limited to, database development and management, accounting services for registration and false alarm fees, and correspondence with citizens and businesses. Such services do not include the purchase and support of additional software systems. This contract shall be for one (1) year with four (4) renewal options. Any questions regarding this solicitation process shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

PM AM Corp. Information

Contact:	James McReynolds
Address:	5430 LBJ Frwy Suite 370 Dallas, TX 75240
Phone:	(972) 573-4824
Fax:	(972) 831-7499
Toll Free:	(877) 542-6123
Email:	jamesm@pmam.com
Web Address:	pmam.com

By submitting your response, you certify that you are authorized to represent and bind your company.

James McReynolds
Signature

jamesm@pmam.com
Email

Submitted at 11/14/2023 04:42:56 PM (CT)

Supplier Note

Thank you for considering PMAM Corporation for this opportunity.

Requested Attachments

RFP 23-19, False Alarm Administrative Services

Fayetteville AR FAMS Proposal V4 20231110.docx

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

Bid Attributes

1	**Addendum Acknowledgement** By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable. ☑ I agree

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

RESPONSE TO REQUEST FOR PROPOSAL
RFP 23-19
FALSE ALARM ADMINISTRATIVE SERVICES

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

PREPARED FOR:

CITY OF FAYETTEVILLE ARKANSAS

CITY OF FAYETTEVILLE
PURCHASING DIVISION – ROOM 306
113 WEST MOUNTAIN STREET
FAYETTEVILLE, AR 72701

PROVIDED BY:

Around the world Around the clock PM AM

PM AM CORPORATION

5430 LBJ FREEWAY, SUITE 370
DALLAS, TEXAS 75240
(972) 831-7400

www.pmam.com

COVER LETTER

November 10th, 2023

Attn: Amanda Beilfuss
Sr. Purchasing Agent
City of Fayetteville Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

For: RFP 23-19 - Request for Proposal for False Alarm Administrative Services

Dear Amanda Beilfuss,

We, PM AM Corporation, are delighted to submit our response to the City of Fayetteville's RFP 23-19 - Request for Proposal for False Alarm Administrative Services. With pride, we present our experience in providing and managing similar programs nationwide, and we eagerly anticipate offering detailed insights into our existing footprint, innovative technology, and "Best Practices" that will ensure the success of your false alarm program.

As an industry leader, PM AM has consistently assisted municipal and county jurisdictions in achieving the following benefits:

1. A significant reduction in false alarm calls.
2. Increased revenue through the city's alarm program.
3. A robust and accessible service framework for the city and its citizens.
4. The effective use of innovative technology and processes to achieve program goals.

Within this proposal, we provide a comprehensive overview of PM AM's proprietary, 100% Cloud-based technology, best practices, and a thoughtfully crafted approach to enable the City of Fayetteville to achieve its alarm program objectives. PM AM is proud to offer the most comprehensive and distinctive solution for alarm administration and collection services.

Presently, PM AM serves over **525** municipal and county jurisdictions and has contributed to the development of **140+** alarm ordinances, drafts, revisions, updates, and alarm policy changes. Our esteemed client portfolio includes jurisdictions of various sizes, such as Oakland, CA; Orlando, FL; Houston, TX; Corpus Christi, TX; Irving, TX; Honolulu, HI; Denver, CO; and Large Canadian cities like Calgary and Edmonton with over a million population. Our extensive presence both nationally and internationally, including islands like Honolulu, establishes PM AM's commitment to delivering quality services.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Our dedication to innovation has been unwavering. From introducing a ***100% web-based*** alarm management solution in 2004 to launching mobile apps ***(FAMS-ALARM)*** for Apple and Android devices in 2016, PM AM consistently invests in innovative technologies for the benefit of our clients, differentiating us in the industry.

Having thoroughly reviewed the City of Fayetteville's requirements, our technical team is confident in meeting the outlined program needs. We affirm our capability to handle all aspects of the False Alarm Administrative Services and related managerial tasks.

This proposal will remain valid for 90 calendar days from the date of proposal opening. PM AM hereby assures that we have no conflicts of interest as a proposer. We express our gratitude for providing us with this opportunity to respond to the complete alarm management needs of the City of Fayetteville.

We eagerly look forward to building a mutually rewarding partnership.

Sincerely,

Pankaj Kumar - Chief Executive Officer
PM AM Corporation
972-831-7401
PankajK@pmam.com

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

CONFIDENTIALITY NOTICE

Kindly be informed that the present proposal, offering the requested services on behalf of the City of Fayetteville, includes specific proprietary and confidential information belonging to PM AM Corporation. This information is being shared in utmost confidence, with the sole intention of enabling the City of Fayetteville, along with its authorized employees, counsel, and representatives, to carefully assess and evaluate our proposal's suitability for acceptance.

In the event that the City of Fayetteville receives a request from a third party under the relevant Open Records Act, freedom of Information Act, or similar statute or ordinance, seeking a copy of our proposal, we sincerely ask that the City abstains from disclosing it. Instead, we kindly urge the City to promptly notify Pankaj Kumar, the Chief Executive Officer of PM AM Corporation, at pankajk@pmam.com, about the request. This will enable us to respond appropriately and in a timely manner to such disclosure with the appropriate authority. Consequently, the authority can then assess whether our proposal, in its entirety or in part (with redactions, if necessary), should be disclosed to the requesting party.

Regarding this matter, we wish to highlight that PM AM has acquired two opinions from a State's Attorney General. These opinions affirm that the disclosure of specific proprietary information, akin to the proprietary information presented in the following Proposal, is exempt from disclosure under Section 552.104(a) of the Texas Government Code. The exemption is based on the circumstances of those cases, as revealing such information would provide a competitive advantage to a competitor of PM AM.

Thank you for your consideration of our proposal.

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All PM AM documents included	Trade Secret- Proprietary Information (Not for disclosure)

RFP 23-19, False Alarm Administrative Services
Appendix C
PMAM's Proposal

TABLE OF CONTENTS

Cover Letter 2

Confidentiality Notice 4

Table of Contents 5

Executive Summary 6

Scope of Work 9

False Alarm Management Solution Overview 15

Value Add Features and Services 21

- State-of-the-Art Call Centers | Protection Against Disasters 21
- PM AM Advantages 22
- Cyber Security and Service Level Agreements 24
- Data Security Practices 24

Firm Profile And Qualifications 26

- Awards and Certifications 28

FAMS Customer Success 30

- Oakland Police Department, CA 30
- City of Houston, TX ARA Department 31

References 32

Implementaion Plan 33

Staff To Be Assigned 34

Cost Proposal 38

- Contract Statements 39

Forms 40

Appendix 44

- PM AM Service Agreement Template 45

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

EXECUTIVE SUMMARY

PM AM has provided software solutions that are being deployed for 140+ cities in last 19 years and as stated, we have provided effective turnkey services for alarm billing and tracking with excellent customer service and administered alarm ordinances resulting in false alarm reduction. Our solution includes billing for fees and all mailings generated from the ordinance, false alarm processing, coordination with alarm companies, hearing and appeals support, reporting, and lot more that fulfills the complete alarm ordinance of City of Fayetteville.

PM AM initially launched a web-based solution in 2004 and has advanced to now rolling out digital initiatives in 2020/2021 that makes PM AM FAMS both device and platform-independent. Now, citizens, businesses, and City officials can access services from any device, whether it is a smartphone, laptop, or iPad. Citizens can now apply for a permit, make payments, update contact information etc. through the City's website maintained by PM AM or through their personal social media (e.g., Facebook) where they are not required to remember any URLs/website addresses.

This is how PM AM defines its 19-year journey of FAMS, where we constantly invest to remain in sync with user behavior and associated technological solutions to serve cities and their citizens to engage, reduce false alarms and increase ordinance compliance. ***PM AM has built its solution from the ground up and has not made patches/interfaces with non-related shelf programs meant for sales professionals like Saleforce.com. This is a major differentiator that PM AM offers in the marketplace***. We have numerous Awards and Certifications, furthermore, we are very proud of our certification becoming a ***"CJIS Ready"*** *(Criminal Justice Information Services)* solution.

PM AM has established more than **100 different real-time, live data-based report** functions, based upon inputs from our partner cities and counties, aimed at providing transparency and management insight. The relationship between PM AM and the user community is strong because as soon as an innovation is added to FAMS, ***it is available to the entire community at no extra charge to its customers***.

In this section, we wish to state and demonstrate with examples of how PM AM's dollars are invested in continuous improvements/ innovations that result in achieving four key result areas:

FALSE ALARM REDUCTION
- through education and awareness

HIGHER COLLECTION RATES
- through ultra-modern skip tracking techniques

REVENUE GROWTH
- through state-of-the-art collection compliance techniques

CITY PERSONNEL
- personnel involvement

RFP 23-19 False Alarm Administrative Services
Appendix C
PMAM's Proposal

FAMS™ | False Alarm Reduction

Our partners, **140+** cities have seen year to year reduction in the number of false alarm calls. This reduces the inefficiencies associated with false alarms and encourages users to maintain the operational reliability and properly use alarm systems to reduce false alarm dispatch requests.

Below are a few examples of similar size cities as the City of Fayetteville that benefited from our outreach engagement model that have resulted in false alarm reduction.

CITY NAMES	FALSE ALARMS DURING FIRST YEAR OF IMPLEMENTATION	FALSE ALARMS COUNT FIVE YEARS INTO PROGRAM	% FALSE ALARMS REDUCTION
Miami Shores, FL	991	443	**55%**
Hialeah, FL	8,861	4,110	**54%**
Rowlett, TX	2,140	1,075	**50%**
Cobb County, GA	16,124	8,043	**51%**
Palatka, FL	1,103	671	**39%**

Appendix C
RFP 23-19 False Alarm
Administrative Services
PMAM's Proposal

FAMS™ | Higher Collection Rates

PM AM has efficient collection rates in 90% range that have significantly helped cities recoup police resources time that is wasted in responding to false alarms.

Here are some examples that resulted in revenue growth. In cases, PM AM's share is *"paid for"* by this increase in revenue, making PM AM services free.

CITY NAMES	REVENUE DURING FIRST YEAR OF IMPLEMENTATION	REVENUE FOR YEAR 2022	% REVENUE INCREASE
Middle Township, NJ	$ 30,995	$ 43,114.01	**39%**
Rialto, CA	$ 56,906.56	$ 135,811.80	**139%**
San Marcos, TX	$ 30,290	$ 81,288.80	**168%**
Long Beach, NY	$ 42,100	$ 69,650.79	**65%**

Richardson, TX	$ 191,175	$ 305,285.95	**60%**
Houston, TX	$ 6,400,000	$ 11,100,963.03	**73%**
Little Elm, TX	$ 37,729	$ 79,869.90	**112%**
Lincoln, CA	$ 30,765	$ 52,747.27	**71%**

FAMS™ | City Personnel involvement

The FAMS portal engages and provides all stakeholders easy access because it is always available, with CSR's ***available in two call centers, Dallas and Houston*** to help every step of the way. The combination of technology, processes, and human interaction results in higher customer satisfaction and takes only a fraction of City time to support alarm management activities.

Additionally, we have had 14 opportunities to present the FAMS solution to the following municipalities using our competitor's product:

1	PEMBROKE PINES, FL	8	SUFFOLK, CA
2	COBB COUNTY, GA	9	COLUMBUS, OH
3	DURHAM, NC	10	IRVING, TX
4	NORTH MIAMI BEACH, FL	11	ROSEVILLE, CA
5	DOUGLAS COUNTY, CO	12	ARCADIA, CA
6	HIGHLAND VILLAGE, TX	13	TOMS RIVER, NJ
7	DAVIE, FL	14	HUNTSVILLE, TX

These agencies were using ***Cry Wolf (AOT Public Safety),*** **now CentralSquare or APS,** our competitors, and they wanted to explore other alarm management offerings available in the market. This provided PM AM an opportunity to present our solution. While most of these accounts were satisfied with their current vendor, they were impressed by PM AM's unique approach to customer service, as well as our innovative technology solutions. These agencies compared both solutions and could clearly see the advantages they could expect from PM AM's processes to drive key goals. This resulted in all ***14 switching their alarm program management to PM AM Corporation***. Several of these accounts have been PM AM customers now for multiple years.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

SCOPE OF WORK

City of Fayetteville, AR - Scope of Work		Comply / Not comply	RFP Ref Page
a.	Provide an electronic database to track all security alarm registrations.	Comply	11
b.	Track false alarm responses as provided by the City and registration status (ex. Active, suspended or revoked) using the database.	Comply	11
c.	Make registration, false alarm, and registration status data available for import/export to/from the City and alarm companies in Microsoft Excel format.	Comply	11
d.	Provide the City with electronic lists of new registrations and changes of registration status on an as- needed basis.	Comply	11
e.	Generate and mail false alarm notifications, billings, and registration status change notifications to individuals and businesses.	Comply	11
f.	Responsible for collecting all associated fees and for remitting the City's portion of the cost-share to the City on a monthly basis.	Comply	11
g.	Ensure that only alarms within the City of Fayetteville are being registered.	Comply	11
h.	Provide a toll-free citizen customer support telephone line. These services shall not be outsourced and shall be conducted by the company that enters into a contract with the City. Customer service personnel shall have experience in handling the administration aspects (tracking and billing) of the program and the service shall support any citizen's inquiries about the City of Fayetteville's alarm ordinance, registrations, fines, etc. This support system shall be accessible a minimum of five (5) days per week, eight (8) hours per day.	Comply	11
i.	Provide continuing education programs of false alarm reduction.	Comply	11
j.	Must perform all services to maintain compliance with the City's Alarm Ordinance.	Comply	12
k.	During the contract period, the selected vendor shall establish a close working relationship with the City and provide a proven, tested alarm tracking and billing system that will meet the City's Alarm Ordinance requirements.	Comply	12

RFP 23-19, False Alarm Administrative Services
Appendix C
PMAM's Proposal

l.	The City of Fayetteville desires minimal involvement to be needed of City staff time and resources to support the alarm registration, false alarm tracking, and fee remittance process.	Comply	12
m.	For technical and security reasons, the awarded firm shall not have direct access to the City's Computer Aided Dispatch (CAD) system. Firm shall be able to accept a simple data feed of this information on a regular basis.	Comply	12

a. Provide an electronic database to track all security alarm registrations.

PM AM maintains the alarm permit database for the City in real time, once a permit is registered in FAMS™ database, then all subsequent alarms that happen at the permit location are assigned to the permit.

City staff and PM AM staff are able to see the permit status, invoices, payments, and all past incidents in real-time. FAMS maintains the original registration issue date, date of each false alarm, historical information on registration issuance and current registration status (active, expired, suspended, no-response etc.) information on real time basis. Your citizens, City's alarm administrator and PM AM's CSR, all have the ability to maintain the key holder information in real-time through the FAMS administrative and citizen portal. PM AM will continue to conduct all aspects of alarm permitting including but not limited to registration, annual updates, and maintaining the alarm permit status.

FAMS maintains the following required information for the permits:

- Permit Number
- Permit Issue date | Expiration/Renewal date.
- Permit name, alarm site address with apt/suite #, phone number, and email address of the person responsible for proper maintenance.
- Type of property (residential | commercial | exempt).
- Permit Type: Permit Holder | non-permit holder
- Permit Status: Active | Inactive | Cancelled | Suspended etc.
- Billing name, address and contact information (if different).
- Holder name, address and contact information (if different).
- Name, address and contact information for the alarm company responsible for installing the alarm system.
- Name, address and contact information for the alarm company responsible for maintaining/ monitoring the alarm system.
- Type of alarm system
- Date of installation
- Names and phone numbers for contact persons.
- Date of 1st and subsequent suspensions
- Date of reinstatement
- etc.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

b. Track false alarm responses as provided by the City and registration status (ex. Active, suspended or revoked) using the database.

FAMS™ can identifies permitted and non-permitted locations by tracking false alarms have occurred.

FAMS™ performs all aspects of alarm permitting and maintains all the registration status in the permit database statuses like active, expired, renewed, suspended, revoked, or cancelled etc. The original issue date on a permit is always stored and maintained on the permit account regardless of whether the permit is renewed or reinstated multiple times during the life of the permit.

FAMS™ maintains the details of every false alarm under the history of the alarm permit. This information is available to the City officials for review through our 100% web-based portal 24/7. This not only includes the type of alarm, disposition code, date, and time of the incident, but also contains the officer remarks. During Customer Service phone calls (both incoming and outbound), this information is also available to FAMS™ customer support representatives who can engage with citizens in a more meaningful manner as they provide information about their false alarms.

PM AM maintains this information using database for each of these locations and is available to city officials for review at any given time.

c. Make registration, false alarm, and registration status data available for import/export to/from the City and alarm companies in Microsoft Excel format.

FAMS™ is a 100% web-based solution and maintains False Alarm Administrative Services database in real-time. FAMS™ offers more than 100 reports to the City and its alarm administrator, and other officials, which are available 24 hours a day, 7 days a week, and provide accurate information on a real time basis. Most of these reports have the option to export the results in either PDF or Microsoft Excel formats, and they can be customized with multiple parameters, such as date ranges, permit status, etc.

d. Provide the City with electronic lists of new registrations and changes of registration status on an as- needed basis.

FAMS™ produces reports on newly issued permits with a feature to filter them based on commercial or residential classifications. It also compiles data on permit renewals over a monthly basis or a user-defined timeframe. Furthermore, FAMS™ creates detailed listings of revoked permits with explanations for revocation and similarly documents reactivated permits with justifications for their status change. As an entirely web-based system, FAMS™ ensures that such information is instantly available to both city officials and the police dispatch center.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

e. Generate and mail false alarm notifications, billings, and registration status change notifications to individuals and businesses.

PM AM's FAMS™ solution's billing module is flexible, configurable and works on the rules engine that are incorporated from City's Alarm Ordinance. Our program can generate all false alarm notifications, billings, and registration status change notifications to individuals and businesses on regular pre-defined frequencies as approved by the City of Fayetteville's alarm administrator. All correspondence, including invoices, delinquent notices, email notifications, permit applications etc. are city approved.

f. Responsible for collecting all associated fees and for remitting the City's portion of the cost-share to the City on a monthly basis.

PMAM typically targets up to 90%+ collections by with help of proprietary workflow. Our sophisticated collection methods analyze payment trends and preferred payment platforms to help PM AM's CSRs in citizen outreach and collection on unpaid invoices.

PM AM offers multiple payment options to facilitate the collection of payments related to permit registrations, renewals, and false alarm fines to your citizens:

- Checks or money orders via dedicated P.O. Box for the City of Fayetteville
- Pay with Customer service via phone.
- On-line, via self-service web portal
- Via iPhone/Android app
- Via Interactive Voice Response (IVR) over the weekends

The payment processing team at PM AM is committed to promptly and accurately updating citizens' accounts with all received payments.

All payments collected will be systematically linked with FAMS™ for consistent account reconciliation daily, weekly, and monthly.

The Citizen self-service portal features a secure payment system allowing citizens to easily make payments for various services. This system is directly connected to the City's alarm program bank, accepting ACH transactions, and debit and credit card payments without storing any credit card data within FAMS™, thereby ensuring no liability for PM AM or the City. All transactions are processed adhering to PCI Industry standards, with continuous account reconciliation.

Additionally, PM AM carries out a monthly audit of the deposits made to the City's alarm account and provides the City with a detailed statement of the fees and a bank reconciliation report. Subsequently, PM AM transfers the City's share of the collected fees via wire transfer every month.

g. Ensure that only alarms within the City of Fayetteville are being registered.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

PM AM's FAMS™ solution allow the customer, our data entry and payment processing team to enter a complete address while applying or creating permit which returns the proper location after validating against City of Fayetteville's address points that insures only alarms within the City of Fayetteville are being registered.

h. Provide a toll-free citizen customer support telephone line. These services shall not be outsourced and shall be conducted by the company that enters into a contract with the City. Customer service personnel shall have experience in handling the administration aspects (tracking and billing) of the program and the service shall support any citizen's inquiries about the City of Fayetteville's alarm ordinance, registrations, fines, etc. This support system shall be accessible a minimum of five (5) days per week, eight (8) hours per day.

All communications, including invoices and notices to alarm users, will feature the toll-free numbers designated for the City of Fayetteville, guiding customers to PM AM's Customer Service Center for inquiries regarding alarm permits, fees, fines, and ordinance details. PM AM is committed to providing the Fayetteville community with courteous, prompt customer service, ensuring that support—ranging from permit applications and account inquiries to ordinance clarification and immediate assistance from customer care on billing and payments—is readily available. This customer support is accessible five (5) days a week for eight (8) hours a day.

i. Provide continuing education programs of false alarm reduction.

Minimizing false alarms is a key goal for PM AM's partnered municipalities, and they have invested heavily in the workforce and strategies to achieve notable success in this area.

The FAMS system aids in this by providing detailed reports and analytical tools like dashboards, which help to identify and address the issue of chronic false alarm violators. PM AM's Customer Care uses this data to implement effective outreach, encouraging repeat offenders to amend their habits and thus cut down on future incidents.

PM AM has also been at the forefront of delivering educational materials, initially on CDs and through a self-service portal, to teach alarm users about the burden's false alarms place on police forces. This initiative, now an industry norm, is available in English and Spanish and plays a critical role in awareness and education.

Further extending its educational efforts, PM AM offers the False Alarm Academy online, where users can learn and get tested on false alarm prevention—a useful tool for those needing to reinstate a suspended alarm permit or for addressing initial infractions, all in line with local laws. PM AM collaborates with City to develop this customized content, which is a complimentary feature of the FAMS package, contributing to a decline in false alarms through increased citizen awareness.

j. Must perform all services to maintain compliance with the City's Alarm Ordinance.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Over 19 years, PM AM has demonstrated its dedication to reducing false alarms and improving ordinance adherence through FAMS, adapting to user behaviors, and embracing innovative technologies to serve cities and citizens alike. Unlike others, PM AM has crafted its solution from scratch, steering clear of piecing together mismatched, pre-made software such as Salesforce.com, establishing its distinct position in the market.

After a comprehensive analysis of the City of Fayetteville's specific needs and alarm ordinance, our technical team is assured of our ability to fulfill the program requirements. We are prepared to manage all elements of the False Alarm Administrative Services and associated management responsibilities.

k. During the contract period, the selected vendor shall establish a close working relationship with the City and provide a proven, tested alarm tracking and billing system that will meet the City's Alarm Ordinance requirements.

During the contract term, our company is fully committed to developing and maintaining a strong, collaborative partnership with the City. We will provide a robust, thoroughly vetted alarm tracking and billing system designed to comply fully with the City's Alarm Ordinance specifications. Our system is proven in the field, backed by a track record of successful implementations in similar municipal environments. We understand the criticality of aligning our solution with the City's requirements and are dedicated to seamless integration and continuous support to ensure the system meets and exceeds the City's operational needs throughout the duration of our contract.

l. The City of Fayetteville desires minimal involvement to be needed of City staff time and resources to support the alarm registration, false alarm tracking, and fee remittance process.

PM AM's FAMS™ solution is designed to handle City of Fayetteville's False Alarm Administrative Services and related managerial tasks including alarm registration, false alarm tracking, and fee collection with complete autonomy. Our system streamlines these processes, ensuring they are managed efficiently without substantial demands on City staff time and resources.

m. For technical and security reasons, the awarded firm shall not have direct access to the City's Computer Aided Dispatch (CAD) system. Firm shall be able to accept a simple data feed of this information on a regular basis.

PM AM's FAMS™ solution is able to accept simple data feed of incident data to process it on regular basis.

Appendix C
RFP 23-19 False Alarm
Administrative Services
PMAM's Proposal

FALSE ALARM MANAGEMENT SOLUTION OVERVIEW

General Comment

The main highlights of these services are provided here under, a more descriptive process is outlined immediately after this synopsis. This cloud-based software solution meets all the specifications of the ordinance, and it has functions and features better geared to meet any future requirements that the ordinance may present should it undergo any changes to incorporate more stringent ordinance laws as practiced by some other cities.

PM AM has been providing these services for the last 19 years and has very comprehensive sets of reports that manages about **140+** different city ordinances, business rules. It incorporates comprehensive list of customized letters, invoices, and account histories which are developed in consultation with the city. All the required business rules of the ordinance like hearing and appeals and receivables and management reports are developed, showcased, and deployed for each individual city as it warrants.

PM AM's entire platform is secured and is available to city and its designated employees to search. All the searches are online and real time, and they are role based. Permits and other information can be searched through different criteria like name, address, phone numbers, even partial searches are allowed.

PM AM platform is highly secured, it has never been compromised in 19 years and PM AM does not share any information with the outside vendors.

Pricing section describes the revenue split and except the price provided in the pricing section no other charges are required to be paid by the city to PM AM for the maintenance and support.

As provided in this response, Citizens are provided several options to carry out the functions of permitting and payments on platforms that are available 24 by 7 with the exception of phone calls that is available during regular business hours.

FAMS is a cloud based solution therefore there is no hardware and peripherals that are required to be maintained by the city, PM AM maintains 2 call centers that are redundant and in the event one center goes down due to natural or man-made disasters all the calls can be transferred to the second call center. PM witnessed this situation during hurricane

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

when our Houston call center was impacted however all call center operations were transitioned to Dallas call center within 30 minutes.

PM AM places special importance on training and investing substantial dollars on its employees, all our staff goes through a rigorous hiring process that includes drug & background screenings and I-9 verification.

Customer Service

PM AM has a dedicated staff of customer success representatives, these trained staff respond to customers phone calls thru a dedicated toll-free number in real time and emails the same day, emails that are received late are responded next day, 99%+ responses include comprehensive details based on the question and resolved in a single response.

Monica Del Rosa and Scott Yarbrough under the leadership of Jerry Torres spearhead a committed team of Customer support specialist and data entry specialist that carry out the permit entry, payments and appeal process as required in a timely fashion, usually within 24 hours so all the information is available to Monica and CSRs to help City staff and citizens. We take pride in responding to City of Fayetteville's request, in most cases same day otherwise within 24 hours and we have dedicated Monica Del Rosa as a single point of contact for City of Fayetteville's Alarm Administrator.

The efficiencies in all the department's result in 95% plus single called resolution for the City's citizens whereas the industry average is under 60% for first call resolution.

This Customer care service is further boosted for citizens, FAMS offers a state-of-the-art citizen self-service portal accessible from the City's website 24/7 allowing your citizens to apply for permit, pay fees and fines, and update contact information in real-time. The portal provides an un-matched citizen experience by providing video demonstrations for the important functionalities to first-time visitors. More importantly, the self-service portal provides educational content focused on false alarm reduction coupled with the false alarm academy.

Additional tools and access points like Mobile Apps, Live Chat, Chat bots and FAMS integrations with Facebook Messenger provides more platforms and avenues to citizens to carry out their alarm ordinance responsibilities effortlessly at their timetable.

RFP 23-19, False Alarm Administrative Services
Appendix C
PMAM's Proposal

Permitting

PM AM's False Alarm Management Solution (FAMS) supports the permitting process for the citizens choosing to register their permit, we maintain the permit status throughout the age of a permit along with any annual updates like Contacts etc. as well as built-in innovative processes to identify non-compliant locations:

- Identify and engage locations with False alarm that are not registered.
- Engage with alarm companies to identify non-permitted locations based on the alarm company subscriber listings.
- Verify each permit holder's address in the city by utilizing a up to date GIS file.

Permit information is kept updated throughout the contract and can be searched by:

- Permit Holder name
- Key Holder information
- Phone numbers
- Billing address if different from permitted address
- Email addresses of all contacts

FAMS has implemented an inbuilt function to validate the permit address with City GIS in real time whether a permit is applied online, or it is received in a paper form at the lock box, or it is being entered by our data entry specialist.

FAMS provides multiple ways to your citizens to apply for a permit:

- Traditional mail-in application process
- Interactive self-service web portal application
- iPhone and Android app, chat bot and Facebook messenger to apply for a permit.

The processes are already implemented for the city and no assistance is required from the city in managing this process.

FAMS have ability to interface with different Computer-Aided Dispatch (CAD) Systems to transfer required permit details. We already implemented interface for few CAD systems like Central Square One Solution which is used by Midland, TX and Suffolk, VA, and Motorola's PremierOne CAD which is used by Jacksonville Sheriff's Department, FL.

Alarm Tracking, Billing and Accounting

FAMS can be set up to import City of Fayetteville alarm incidents from the City's CAD and generates notifications and invoices as required by the ordinance.

Appendix C
RFP 23-19 False Alarm
Administrative Services
PMAM's Proposal

FAMS is an integrated billing and accounting software. Unlike working with external accounting applications like Quick Books, all billing, collections, account receivables are part of FAMS™. The invoices are generated and sent on City's letterhead with the proper identification of the lockbox details, this section of the invoice can be simply detached by the permit holder and sent along with the payment.

The software solution deployed for the City has necessary checks and balances to reconcile all the permit and false alarm data that are invoiced, payments that are received, refunds that are issued and any adjustments there are carried out in FAMS.

A detailed Month-end closing accounting statement is sent out to the City every month that self-reconciles to the previous months balances and provides a transaction level detail along with the summary for all the new accounting activities that took place in the current month.

PM AM Maintains SOC-1 audit. The whole operation is fully transparent, and all the documentation needed by the city are available for any audit. Similarly, all online payments are routed through gateways and all online transactions always remain PCI compliant.

Such certifications and compliance are the result of the processes that PM AM developed over a period of time, to fully reconcile the accounts on a daily weekly and monthly basis and provide fully reconciled statements to the city.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Collections

PM AM allows citizens to make payments through checks as well as through online portal. PM AM sends three reminders each after 30 days for outstanding invoices along with follow-up telephone calls and conducts skip tracing on delinquent accounts. PM AM continuously engage with account holders to recover outstanding balance beyond 180 days. PM AM follows prescribed ethical methods for the collection process.

PM AM has established a good workflow for the collection services, however, should the City desire to engage a third-party collection agency then PM AM is willing to integrate the data exchange and cooperate to work with the third-party collection agency at no extra cost. Please keep in mind any collections made by a third-party agency will still need to pay PM AM's share of revenues collected.

As such, City personnel are provided with online real-time access to view all account statuses at any time. This integrated approach saves time and money and improves data accuracy since all the information is integrated as part of one system.

PM AM follows up with a process to make direct calls to citizens/companies late in making payments.

Also, PM AM has introduced a detailed return mail handling process:

1. We collect all return mails from PO Box daily.
2. Then we scan all collected return mails in OPEX System as "Return Mail" instead of as "Daily Mail".
3. After scanning is done, our internal automated process identifies associated City and Permit using scanned remittance slip.
4. Lastly, we tag all the identified permits as "Stop Correspondence", to avoid sending mails to these permit addresses again.

Should city desires, PM AM works with the city appointed 3rd party for unpaid fees.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Reporting

City of Fayetteville will have complete insight into all functions of False Alarm Management Services on a real-time basis through various reports, ad-hoc queries, and drillable dashboards. These reports also include unpaid aging 30, 60, 90 and 120 days and beyond. FAMS has more than 100 reports that can be generated based on variable parameters. Most of these reports can be exported in PDF or Microsoft Excel. Such reports are very helpful for the City of Fayetteville Police, Finance, and other officials to review progress of the program. PM AM believes that these types of applications need to be supported by a cloud-based solution with SSL Certificates, providing the best in encryption and security.

We provide all information in a readily available form; this is in addition to any need City staff may have to engage PM AM's award-winning support staff like Monica De Rosa. All reports are available to City's staff as requested.

Citizen Education

PM AM offers several features like a proprietary phone app with Push notifications, online academy, bill inserts, high violator's identification, etc. at no additional cost to City of Fayetteville which helps in engaging citizens and provides them important information to reduce false alarms and increase ordinance compliance. PM AM is currently working on building a texting engine to engage citizens to further reduce false

alarms.

PM AM deploys a set of processes that are responsible for bringing down false alarms, these processes have been responsible in reducing the false alarms in the 135 cities we serve today. PM AM feels confident that these processes can continue to substantially reduce the false alarms for City of Fayetteville over the term of this Program.

The online alarm Academy Provided by PM AM has proven very useful for the citizens. As a result, citizens are informed about the reasons of false alarms and take preventive measures that help reduce the future false alarms. Training materials are available in non-English languages.

Hearing and Appeals Support

FAMS stores, updates, and maintains the complete documentation required for appeal hearings. This allows cities to conduct appeal hearings using PM AM's unique portal or dedicated administrative staff that work under Monica Rosa and Richard Quiroz.

The new FAMS intuitive appeals module provides the flexibility to the hearing officers to review the complete historical information in real-time along with the requested Appeal's information. This enables them to make informed decisions in a timely manner. Once the reviewer makes the decision in FAMS in reference to the appeal should the reviewer approve the appeal, FAMS automatically sends a notification to the permit holder that the appeal is approved. Should the reviewer deny the appeal, FAMS automatically generates a new invoice for the amount that was being appealed. This process is complaint with the City's False Alarm Program Appeals Policy.

RFP 23-19, False Alarm Administrative Services
Appendix C
PMAM's Proposal

VALUE ADD FEATURES AND SERVICES

State of the Art Call Centers | Protection Against Disasters

PM AM shall perform the alarm administration services for the City of Fayetteville from our **Dallas, TX** office location.

PM AM provides two distinct processing and call center services sites. While the chances of a physical disaster (weather, fire, etc.) or man-made disasters are remote, PM AM maintains a complete mirror-image and backup of the processes, equipment, and necessary personnel to support our partner cities in three locations *(Dallas, TX and Houston, TX)*. Should one site be incapacitated, **PM AM can restore service to the city within 30 minutes at the alternate site.**

DALLAS, TX

HOUSTON, TX

PM AM has put a lot of thought and investment in establishing its state-of-the-art customer care center locations in Dallas, TX and Houston, TX. The PM AM call support center network is designed so that calls can be diverted to any of the two call support centers in a seamless and efficient manner to prevent any disruption of service to our clients.

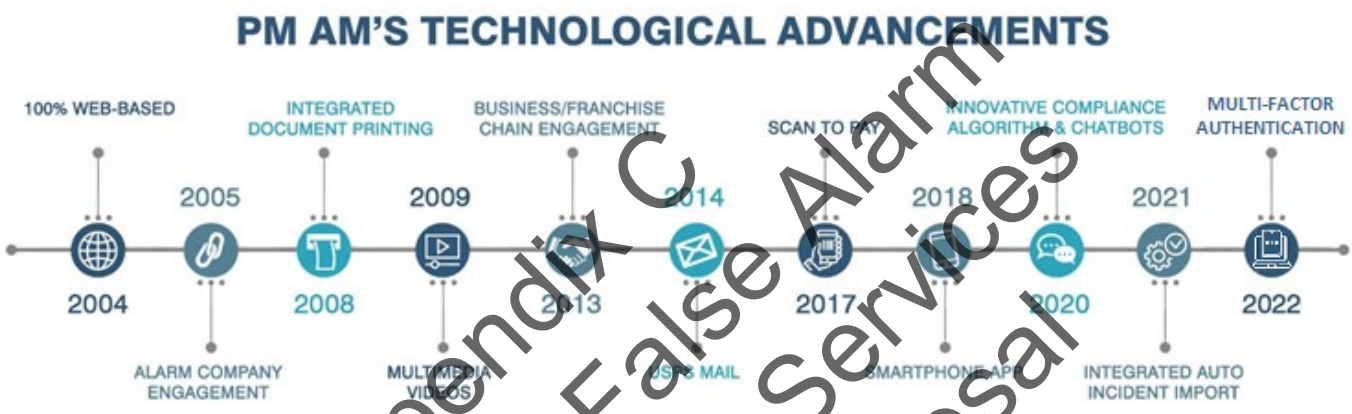
An Example: **Hurricane Harvey**, Aug 28th to Sept 1st, 2017, the City of Houston was impacted by torrential rains and flooding due to Hurricane Harvey. The mayor's office declared that the City's administrative offices would remain closed and PM AM Houston support office was closed due to flooding in the office building.

PM AM's cloud-based phone system was configured, within 30 minutes, to re-route all calls intended for the Houston support center to PM AM's Dallas support center. Even though the City's offices were closed, Houston citizens were able to still call into and speak with PM AM CSRs regarding all their alarm questions.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

PM AM Advantages

PM AM derives its advantages from its commitment to "incremental innovation" on an on-going basis. PM AM identifies two/three key areas every year for innovation/modernization and given the scope of the goals, sets aside a budget every year to undertake R&D so our partner cities can benefit from a solution that always remains current to the time, challenges, platforms and emerging trends among millennial, baby boomers, and aging population of their municipalities.



The following are a *few* examples:

- **Innovative Compliance Algorithm-** 2020: This represents PM AM's incremental innovation focused on further increasing ordinance compliance based on location *(socio-economic demographic analysis)* of the residence.

- **FAMS iOS and Android Smartphone App-** In 2018, PM AM started offering an ultra-modern iOS and Android smartphone app with 8 functions along with push notifications through touch ID function. Now, the citizens of our partner cities can carry out many functions like, reviewing the City's False Alarm Ordinance, making payments, viewing, and updating their key holder information, historical information on false alarms, invoices etc. They can also access a variety of education materials to help prevent future false alarms.

- **Scan to Pay-** In 2017, PM AM started offering a unique state-of-the-art payment solution to citizens. Your citizens can now scan invoices through smartphones to pay invoices on the go. This solution is extremely handy for the millennial and others that conduct a majority of their business through their phones.

- **USPS Mail Delivered | Guaranteed-** In 2014, PM AM developed innovative processes which allow us to track the delivery of invoices and notices sent to citizens. This information is extremely helpful for our partner municipalities when dealing with walk-in customer inquiries, appeals etc. as it provides date and time of when invoices were delivered to the citizen doorstep. This

Appendix C
RFP 23-19, False Alarm
Administrative Services
PM AM's Proposal

information is integrated into FAMS directly from the United States Postal Services (USPS) solution. PM AM has reasons to believe that it is the only company to offer this service.

- **Business/Franchise Chain Engagement-** In 2013, PM AM and its strong user base were busy brainstorming and looking at ways to further enhance the collection of unpaid invoices by businesses/franchise chains. A unique service offering was added to FAMS portfolio that was once again 100% web-based and made available to business/franchise chains at no cost. Our user community has since seen an upsurge in payments from this group of customers.

- **Citizen experience through videos-** In 2009, PM AM was the first service provider to introduce instructional videos, which assist citizens in learning permit and payment processes before actually undertaking these functions on FAMS citizen website. This function is no longer unique as it has been copied. The reason PM AM has included this is to assure the city that PM AM's yearly goals and the R&D were invested in ensuring that our partner cities are always current for its citizens' outreach.

- **Integrated Document Printing-** In 2008, PM AM partnered with Pitney Bowes (Listed at NYSE with $2.45 Billion market cap), an industry leader to integrate with FAMS invoices. This time proven solution assured our customers that invoice being mailed will have zero chance of an error during the stuffing process. This was an expensive and ahead-of-its time solution for a company of PM AM's size; however, it ensured the extraordinary growth that PM AM was experiencing at the time would have no bearing on its ability to continue to perform. These innovations and investments have saved PM AM and our partners from negative media.

  Pitney Bowes
  Mailing Address: 3001 Summer Street, Stamford, CT 06926
  Email: judy.cardinale@pb.com
  Telephone: 916-284-3650

- **Alarm Company Engagement-** In 2005, a year after initial launch, PM AM realized that an important stakeholder to alarm management was not included in the ecosystem of the solution that is used by cities. PM AM collaborated with municipalities and alarm companies to identify functions, features, pain points, and reports that will help municipalities and involve alarm companies through a self-service intuitive platform that is secure through password securities.

- **Multi-Factor Authentication-** In 2022, to enhance the security framework, FAMS™ SaaS PM AM implemented multi-factor authentication, necessitating users to furnish multiple forms of identification prior to gaining access. This move significantly mitigated the risk of unauthorized access, ensuring a robust defense even if a malicious actor were to acquire a user's password, thus becoming a pivotal element in this contemporary cyber security strategy.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Cyber Security and Service Level Agreements

FAMS is a ***100% web-based*** solution and does not require any hardware, peripherals or any ***foreign-devices*** to be introduced in the cities secure IT environment.

PM AM's False Alarm Management Solution (FAMS) is designed, developed, and deployed per the robust and time-proven 256-bit Secured Socket Layer (SSL). SSL ensures an encrypted link between the server and the client and transfers the data using 256-bit encryption. FAMS has an inbuilt mechanism to also support legacy browsers that have limitations and can only work with 128-bit SSL encryption. Access to key menus that are important and considered valuable like billing, payment processing at PM AM's end etc. is further restricted, and such options are only available to known and approved IP addresses. This way, intrusion from unknown IP addresses is restricted.

The access to FAMS application is allowed through authenticated login credentials only and the access is available only to authorized users. The user authorization and authentication determine the menus that are available to the user who has logged in through a password verified process. All passwords are first encrypted using the Microsoft certified techniques before these data elements are stored in the database. This way, even the database visibility does not reveal a password. This scheme is applicable to all users with no exceptions.

PM AM provides a hosted False Alarm Management solution to the city. The hosting is provided by Rackspace Hosting, a top tier dedicated hosting company located in the United States. The servers are dedicated servers of PM AM with security to provide limited access to approved IP addresses along with other standard security measures like firewall etc. FAMS system availability uptime and responsiveness is directly correlated to Rackspace's leadership in providing optimal data center and application hosting services. ***Since 2004, FAMS has never experienced a downtime incident.***

All system updates and upgrades are performed by PM AM staff and are inclusive to the program at no additional fees or costs to the city.

Appendix C
RFP 23-19 False Alarm
Administrative Services
PMAM's Proposal

Data Security Practices

Rackspace follows strict security practices.

Physical Security

- Data center access limited to Rackspace data center technicians.
- Biometric scanning for controlled data center access
- Security camera monitoring at all data center locations
- 24x7 onsite staff provides additional protection against unauthorized entry.
- Unmarked facilities to help maintain low profile.
- Physical security audited by an independent firm.

System Security

- System installation using hardened, patched OS.
- System patching configured by Rackspace to provide ongoing protection from exploits.
- Dedicated firewall and VPN services to help block unauthorized system access.
- Data protection with Rackspace managed backup solutions
- Optional, dedicated intrusion detection devices to provide an additional layer of protection against unauthorized system access.
- Distributed Denial of Service (DDoS) mitigation services based on our proprietary Rackspace PrevenTier™ system.
- Risk assessment and security consultation by Rackspace professional services teams

Operational Security – the Rackspace Infrastructure

- ISO 17799-based policies and procedures, regularly reviewed as part of our SAS 70 Type II audit process.
- All employees trained on documented information security and privacy procedures.
- Access to confidential information restricted to authorized personnel only, according to documented processes.
- Systems access logged and tracked for auditing purposes.
- Secure document-destruction policies for all sensitive information
- Fully documented change-management procedures
- Independently audited disaster recovery and business continuity plans in place for Rackspace headquarters and support services.

Operational Security – Customer's Application Environment

- Best practices used in the random generation of initial passwords.
- All passwords encrypted during transmission and while in storage at Rackspace.
- Secure media handling and destruction procedures for all customer data

Rackspace Security Services can provide guidance in developing security processes for compliance programs.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

FIRM PROFILE AND QUALIFICATIONS

PM AM Corporation *(C-Corp)* is a privately-owned minority and woman-owned enterprise incorporated in 1999 in the State of Texas. Company headquarters are located in Dallas, TX with additional offices in Houston, TX. All FAMS services are provided from these two centers located in United States. PM AM has been providing alarm management services since 2004 and the majority of the company's revenue is derived from false alarm management solutions.

PM AM'S TECHNOLOGICAL ADVANCEMENTS

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

NEARLY **525+**

municipal and county jurisdictions across the country

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Awards and Certifications

PM AM has earned several IT Awards and certifications.

- **CJIS Ready**
- **SSAE-16 SOC 1 – Type II**
- **PCI | DSS Compliant**
- **Microsoft "Sequel 2005 Front Runner Status" – Only 185 companies worldwide**
- **Microsoft "Sequel 2008 Front Runner Status"**
- **Microsoft Gold Certified Partner**
- **Microsoft ISV (Independent System Vendor) - Under 12 % of Microsoft partners have achieved this level**
- **Microsoft Custom Development Solutions Competency Certification**
- **UiPath Automation Excellence Awards 2022 – Finance and Accounting Process Automation**

- We are very proud of our most certification, becoming a ***"CJIS Ready"*** *(Criminal Justice Information Services)* solution. This certification was awarded to PM AM after a thorough review of PM AM's systems, procedures, protocols, and personnel who support the FAMS platform.

- The PM AM | FAMS payment processing system is regularly audited, allowing it to earn its **SOC1 – SSAE 16 Type 2** certification. Cities are specifically interested in this certification as this provides them the comfort that PM AM is having proper controls to manage money and properly accounting for it.

- PM AM remains compliant with **PCI | DSS** compliance standards.

- PM AM is also a Microsoft Gold Certified Partner. This certification from Microsoft provides PM AM 40 hours of advice from Microsoft Technology experts on creating state-of-the-art solutions. This is very helpful while we bring innovation into FAMS™.

- PM AM is a recipient of Microsoft's "Sequel 2005 and 2008 **Front Runner** Status," recognition granted to only 185 companies worldwide. This certification made available best practices from Microsoft technology experts for FAMS database, which in-turn helped PM AM technology team deliver FAMS at an incredible web response time to its partner cities.

- PM AM is **a Microsoft ISV** (Independent System Vendor) Partner. Microsoft provides an opportunity to its partners to submit their solutions and then Microsoft experts look at various components of the solution. If, in their judgment they are satisfied, that the solution is built using the best practices prescribed by Microsoft, they then grant those solutions the ISV status. PM AM is proud to have submitted FAMS to Microsoft and achieved the ISV accreditation. Less than 12% of Microsoft Certified Partners have earned ISV status.

Appendix C
RFP 23-19 False Alarm
Administrative Services
PM AM's Proposal

Please visit the following Microsoft website and search for keyword “FAMS”.

http://pinpoint.microsoft.com/en-US/services/False-Alarm-Management-and-Reduction-Solution-4294979079-4295615895?LocId=-1

- PM AM won the **UiPath Automation Excellence Award 2022 in Finance & Accounting Process Automation** for the innovative use of UiPath Automation to automate its billing and closing processes. PM AM FAMS™ Billing automation is a unique solution that completes the entire billing lifecycle right up to bank integration and check clearance. The solution validates over 3000+ rules every cycle which has resulted in improved efficiency and accuracy of the process. The solution brings the power of UI Path, OCR, and API Integration to simplify a complex system catering to over 140 clients with diverse requirements. The solution gives PM AM the operational leverage to scale up-to 2X without increasing its cost.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

FAMS CUSTOMER SUCCESS

Oakland Police Department, CA

Since 2008, PM AM has had the pleasure of working with four different Project Mangers. We have made on-site visits with each person and worked to create a relationship with each individual.

PM AM assisted Oakland in implementing their new alarm ordinance in 2009. Oakland's goal for the new ordinance was to reduce the number of false alarms, increase the number of paid alarm permit holders and reduce the amount of administrative time spent operating their alarm program. The numbers speak for themselves. Permit holders have more than doubled, from under 13,000 in 2009- 2010 to more than 26,000 today. The number of alarms has continued to fall from a high of 24,000 in 2009 – 2010 to under 15,000 today. The total collection rate for the program is at 92%.

Additional assistance provided to the City of Oakland by PM AM includes:

- Onsite training provided to Alarm Program Manager on alarm equipment and its operation.
- Consultations on alarm response issues or ordinance questions are immediately provided when requested by the Alarm Program Manager.
- Continually updating the Alarm Program Manager on major changes in the alarm industry and technological advancements.
- The Oakland School District has taken advantage of this technology.
- The Oakland Alarm Program Manager has requested our expertise on drafting new revisions to the present alarm ordinance. PM AM will leverage our vast knowledge of alarm ordinance best practices and administrative experience to assist the city in the development of the alarm ordinance.

RFP 23-19 - False Alarm Administrative Services
Appendix C
PMAM's Proposal

City of Houston, TX ARA Department

In 2009, City of Houston awarded the False Alarm Billing and Tracking Services contract to PM AM, previously administered by EDS.

The city experienced an immediate reduction in administrative staffing requirements of both City personnel and contracted personnel.

The city has realized extraordinary results from the program, consistently realizing month-to-month and year-over-year revenue growth as a result of PM AM continually introducing creative and innovative techniques to increase alarm ordinance compliance. As a result, the City has increased the number of permits issued and renewed, as well as increasing collections of false alarm fines.

The revenue realized by the City at the onset of PM AM's contract award in 2009 was $6.4M, as reported by the then ARA director. Today, PM AM is happy to report that revenues collected and realized are currently shade under $12 Million, representing an increase of 85%.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

REFERENCES

PM AM has been providing false alarm management services to **140+** cities for the last 19 years and has extensive experience in working with jurisdictions throughout the country. It is with considerable pride that out of the **140+** cities that PM AM currently serves we present to you the following five references.

City of Arcadia, CA (Population - 57,053)	
Description of Services	False Alarm Management Services
Contact Name	Sargent John Bonomo
Contact Phone	626-574-5181
Email	jbonomo@arcadiaca.gov

City of Roseville, CA (Population - 141,500)	
Description of Services	False Alarm Management Services
Contact Name	Katie Braverman
Contact Phone	916-774-5037
Email	KBraverman@roseville.ca.us

City of Denver, CO (Population - 715,522)	
Description of Services	False Alarm Management Services
Contact Name	Rod Picasarri
Contact Phone	720-865-2750
Email	rod.picasarri@denvergov.org

Jacksonville Sheriff's Office – Jacksonville, FL (Population - 971,319)	
Description of Services	False Alarm Management Services
Contact Name	Lawrence Schmitt
Contact Phone	904-630-2125
Email	lawrence.schmitt@jaxsheriff.org

City of Green Bay, WI (Population - 107,395)	
Description of Services	False Alarm Management Services
Contact Name	Melanie Skalmoski
Contact Phone	920-448-3260
Email	melanie.skalmoski@greenbaywi.gov

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

IMPLEMENTAION PLAN

One of the many advantages that PM AM offers to the City of Fayetteville, there is no need to proceed down a new implementation planning and delivery path. As the program is currently live and completely operational, the city will avoid all disruptions having to move to another alarm program environment. The incorporation of any new business processes required to support additional capabilities/objectives defined under this solicitation is easily accomplished by only having to expand the current Standard Operating Procedures (SOP) in an addendum format.

Implementation Plan Overview

In 2008, PM AM developed a very comprehensive implementation plan for establishing best practices towards configuring, testing, and launching FAMS' support systems and alarm administration processes required to fulfill city's alarm ordinance. This implementation process was successfully executed resulting in the city's advanced administrative alarm program environment of today.

Project Implementation Timelines

For illustrative purposes, PM AM has listed the project deliverables, timelines and the time required by city staff and PM AM staff to successfully implement PM AM's False Alarm Management Services Project.

Deliverables	Project Milestones	Responsibility	Projected Timeline
1	Authorization Letters Sign off	City	Week 1
2	Creation of Standard Operating Procedures (SOP) and Sign-off	PM AM and City	Week 1 – 2
3	Sharing of all program data requirements with the city	PM AM	Week 3
4	Content for Invoices and correspondence creation and approval	PM AM and City	3 Weeks from City providing approved SOP
5	Data Import	PM AM	3 Weeks from City providing their alarm program data
6	Training to City Users	PM AM and City	5 Weeks from City providing approved SOP
7	Citizen website and FAMS program implementation GO LIVE	PM AM	6 Weeks from City providing approved SOP

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

STAFF TO BE ASSIGNED

PM AM has adequate staffing of ~40 in 2 call centers. All our staff goes through a rigorous hiring process that includes drug & background screenings and I-9 verification. Each team member also goes through an extensive training process. The quality of our well-trained staff is a primary factor in the many accolades our client municipalities have bestowed on PM AM since 2004.

PM AM has a dedicated staff of customer support representatives, these trained staff respond to customers phone calls thru a dedicated toll-free number in real time and emails the same day, emails that are received late are responded to next day, 99%+ responses include comprehensive details based on the question and resolved with a single response. PM AM has the Same Day Call Back Policy in place for any voice messages left after office hours, this results into high level of customer satisfaction.

Below is a list of key PM AM Managers that will be involved in managing the City's Program:

Pankaj Kumar

Chief Executive Officer | Executive Project Sponsor
PankajK@pmam.com
As a Project Sponsor, Mr. Kumar ensures that all roles and responsibilities are aligned to the commitment PM AM made in terms of quality and speed of carrying out all alarm administration service processes. He is also available to you to resolve issues and constraints that are noticed by you or your citizens during the entire life of the project.

Jimmy L Spivey

Vice President of Sales | Public Safety Division
JimmyS@pmam.com
Jimmy Spivey recently retired as Chief of the Richardson Texas Police Department. Chief Spivey spent many decades in Law Enforcement in Dallas and Richardson with over 10+ years as Police Chief. The Richardson Police Department was the first FAMS partner in 2004 with PM AM and Chief Spivey was instrumental in providing key inputs to bring down false alarms for the public safety organizations.

Jerry Torres

Director Customer Service
JerryT@pmam.com
As director over Customer Service, Jerry oversees the day-to-day operations of the call centers, and the data entry teams. He is also the primary point of contact through the duration of the implementation process and over the lifetime of the program. Jerry brings 25+ years of call center management experience. He is responsible for managing the call centers and Back office of 35-40 employees.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Pramod Damera

Sr. IT Program Manager
PramodD@pmam.com
With an impressive history of over 25 years in the IT and Program/Project Management field, Pramod is a seasoned IT specialist with PMP Certification excelling in system design, implementation, training, documentation, and support. Boasting robust communication skills, he adeptly bridges client requirements with developers and clarifies developer inquiries to clients.

Entrusted with the technical realm of FAMS™, Pramod ensures seamless administrative, back-office operations, onboarding new clients on to the FAMS™ platform and supervising the application technical support among other duties.

Kevin George

Implementation Specialist/City liaison
KevinG@pmam.com
Kevin joined PM AM in May 2023, with 30 years of outstanding customer service experience and 25 years of technical experience. Kevin has proven himself as an essential employee ready to do what it takes to deliver outstanding service all his customers.

Prior to working for PM AM Kevin worked for PX Technology as an Implementation Engineer and Support Analyst. Providing installs and configuration for their customers' custom applications and working closely with medical staff to ensure satisfaction with the deployment of their product.

In his time in the industry, Kevin has served in many roles from leading a team of agents in a call center to obtaining Microsoft certifications for supporting servers and Microsoft CRM. Kevin has also proven himself as a QA resource using PL SQL to confirm the accuracy to changes in Oracle database and testing ETL jobs.

Scott Yarbrough

Call Center Supervisor
ScottY@pmam.com
Scott is an Innovative, forward-thinking leader successful in identifying and resolving critical issues- "making seemingly impossible situations work" -with a proven track record in collections, training, and empowerment of operations and service teams. Before joining PMAM Corporation Scott managed Call Center Operations for various Fortune 500 companies like JP Morgan Chase and Bank of America.

He has led teams of over 60 employees and keeps himself extremely well-versed in the latest innovations in the Call Center marketplace. With over 15 Years of management experience, Scott has a winning record of managing productivity and profit improvement through expertise in team development, process improvement, loss mitigation, home lending, mortgage operations, business-to-business collections, consumer collections, auto finance, and lockbox operations.

Appendix C
RFP 23-19 False Alarm
Administrative Services
PMAM's Proposal

Monica De La Rosa

Supervisor

MonicaR@pmam.com

Monica would be the Program Lead for the City and assist with requests and develop new campaigns and content to engage citizens to increase their awareness about the City's alarm ordinance. This role and her initiatives are key in customer engagement through mailings, email and voicemail communications and marketing campaign materials.

Upma Arora

Payment Specialist

UpmaA@pmam.com

Upma works diligently to process daily Lockbox files and carries out the manual research for the payments that did not come with coupons. She is responsible for keeping Lockbox and FAMS™ always reconciled.

Robert Wilson

Alarm Incident Matching Specialist

RobertW@pmam.com

Responsible for reviewing, correcting, and updating all CAD Files to insure complete and proper matching of incident data to correct permits. Maintain an open communication with city contacts for all incident issues. Also track incident data and insure efficient, timely and accurate matching for billing purposes.

Priscilla Ceballos

New Installations, Cancellations and Payment Specialist

PriscillaC@pmam.com

Priscilla is responsible updating permits when PM AM receives notification from the alarm companies of a change of status to their permit holders. She is also responsible for deposits for cities that are not on bank operated Lockbox.

Antonia Rodriguez

Mail Processing Specialist

AntoniaR@pmam.com

Antonia is responsible for the scanning and batching all correspondence received through the lockboxes. This process is vital to PM AM to maintain time-bound standards for payment processing. She also ensures that any collateral sent to the permit holders on behalf of the city are printed and sent within the designated timeframes.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Olga Salazar
Training Specialist
OlgaS@pmam.com
The training specialist supports the call center in the onboarding of new hire agents and facilitates the training of the policies and procedures for PM AM. As a senior agent, she also assists customer engagement through mailings, email, voicemail communications and escalations.

Besides these key individuals, PM has two call centers that are fully trained and staffed with call takers, back-office personnel in Dallas and in Houston. In order to support the operation PMAM rents approximately 7,000 square foot is space for these two call centers.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

COST PROPOSAL

PM AM proposes a revenue split with the City of Fayetteville according to the following revenue (total permit fees, renewal fees, false alarm fines, reinstatement fee, civil penalties, late fee, alarm company civil penalties and any other fees or fines.

PM AM proposes the below split of monthly alarm program fees collected:

PM AM Corporation	City of Fayetteville, AR
40%	60%

The charges of cost of mailing incurred and all bank charges paid in connection with the Services rendered under this Agreement, shall be paid by the Program before the split of monthly revenue collected.

PM AM's share of revenue shall be payable to PM AM, from all payments received by the County from alarm program billing undertaken by PM AM.

PM AM has established a good workflow for the collection services, however, should the County desire to engage a third-party collection agency, then PMAM is willing to integrate the data exchange and cooperate to work with the third-party collection agency at no extra cost. Please keep in mind any collections made by a third-party agency will still need to pay PM AM's share of the revenues collected.

PM AM will pay for all other costs including paper stock, educational materials, set-up fees, equipment (including hardware, hosting charges, and software) tools, personnel, utilities, etc. that are required for administering the false alarm billing and tracking program for the County.

PM AM does not charge any fees towards ongoing system maintenance, *including…*

- *No…* Implementation Fees
- *No…* Annual Renewal Fees
- *No…* Data Conversion Fees
- *No…* Pre / Post Implementation Technical Support Fees

In summary, PM AM is committed to continuing to be as responsive to the City's false alarm reduction and its program financial goals as it possibly can.

The PM AM | FAMS platform is powered by **100% Cloud and Web-based** architecture to continue to meet the *"24/7, real-time, browser-based"* administrative and executive needs of the City, as well as to provide the desired interactive and convenient experience for its citizens.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

The PM AM | FAMS solution proposed is the only **100% Cloud and Web-based** system in the alarm administrative services industry meeting this standard and requires ***no foreign devices*** or ***software*** to be introduced into the City's technology footprint.

Contract Statements

PM AM submits this proposal for an initial term of one (1) year and subsequent four (4) one year period.

PM AM aims to establish a Service Agreement with the City that fulfills the requirements of both parties. To facilitate this, a tailored Service Agreement Template has been provided in the appendix of this proposal. This template is crafted to align with the expectations of both the City and PM AM for the execution of the alarm management program based on a revenue-sharing model.

All data relating to the alarm permits are owned by the city. PM AM shall return the City's data including records, files, databases and related project information and material in an agreed-upon format at the of the contract term.

PM AM shall also maintain and retain all books, records, data, and other related and relevant documentation for a minimum of three (3) years after the expiration of any agreement issued as a result of this RFP.

Termination by Contractor in the Event of Fee Reduction by changes to the City Ordinance – Should the City change its ordinances during the term of the Agreement which provide for a reduction in the fees, and or related fines and charges, PM AM reserves the express right to re-enter into good faith negotiations with the City to modify the fee schedule and pricing accordingly. PM AM shall give the City written notice of its desire to renegotiate.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

FORMS

1. **Disclosure Information**
2. **Primary Contact Information**
3. **Acknowledgement of Addenda**
4. **Debarment Certification**

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

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

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

X 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

I certify that; 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; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Corporate Name of Firm: PMAM Corporation

Primary Contact: James McReynolds Title of Primary Contact: Director of Sales

Phone#1 (cell preferred): 972-573-4824 Phone#2:

E-Mail Address: jamesm@pmam.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	James McReynolds	11/9/2023

4. DEBARMENT CERTIFICATION:

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

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.

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

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

NAME OF COMPANY: PMAM Corporation

PHYSICAL ADDRESS: 5430 LBJ Frwy. Ste.370, Dallas, TX 75240

MAILING ADDRESS: same

TAX ID #: 32001296824 AR. SECRETARY OF STATE FILING #: 152337600

Appendix G
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

PHONE: 972-831-7401 FAX: 972-831-7499

E-MAIL: pankajk@pmam.com

SIGNATURE:

PRINTED NAME: Pankaj Kumar

TITLE: CEO DATE: 11-7-2023

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

END OF RFP DOCUMENT

APPENDIX

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

PM AM Service Agreement Template

AGREEMENT FOR ALARM PROGRAM ADMINISTRATION SERVICES

This Agreement for Alarm Program Administration Services (the "**Agreement**") is made and entered into in Dallas County, Texas by and between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**PM AM**") and the City of _____, State of _____ (the "**City**") to be effective upon the date of execution of this Agreement by the City Manager or the City's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

Recitals

WHEREAS, the City desires to engage the services of PM AM to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with the City's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1
Scope of Services

1.1 The parties agree that PM AM shall perform the Services in accordance with the terms and conditions of the City's alarm ordinance and this Agreement. The parties' agreement consists of this Agreement and the following Exhibits, which are incorporated herein and made a part hereof by this reference thereto:

Scope of Work and Contract Requirements – Exhibit A
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the following order: (ii) the Agreement, (ii) Exhibit A, and (iii) Exhibit B, as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties.

Article 2
Terms of Agreement

2.1 The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the '**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days

Appendix C
RFP 23-19 False Alarm
Administrative Services
PMAM's Proposal

prior to the expiration of the Initial Term or the Extended Term, as applicable, that such party will not further extend the term of this Agreement. As used herein, the term "**Contract Implementation Date**" shall mean the first day of the calendar month for which PM AM commences billing for its Services to the City hereunder following the installation of the False Alarm Management Program.

2.2 PM AM shall receive compensation, including authorized reimbursements including reimbursement for any City fees paid by PM AM to the City to permit PM AM to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit "B". The compensation is based on a revenue sharing model. In order to facilitate the sharing of revenues as set forth in Exhibit "B" hereto, the City authorizes PM AM to open a P.O. Box and bank account on the City's behalf.

2.3 At any time during the term of this Agreement, the City may request that PM AM perform Special Services for additional compensation to be agreed upon by the City and PM AM prior to the performance of any Special Services by PM AM. As used herein, Special Services means any work which is determined by the City to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which PM AM agrees to perform. If the City and PM AM reach an agreement on the performance of Special Services, PM AM shall undertake such Special Services after receiving the authorization from the City.

2.4 The City acknowledges and agrees that PM AM reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to PM AM and the other government agency may be negotiated between PM AM and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by PM AM, and other agency requirements. PM AM acknowledges and agrees that the City shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between PM AM and such other government agency.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Article 3
PM AM's Responsibilities

3.1 Subject to the limitations hereinafter set forth, PM AM agrees to and shall defend, indemnify and hold harmless the City, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any grossly negligent act or omission of PM AM, or any subcontractor of PM AM. Lack of insurance coverage does not negate PM AM's obligation under this paragraph of this Agreement.

3.2 At all times during the term of this Agreement, PM AM shall be independent contractor and shall not be an employee of the City. The City shall have the right to control Contactor only insofar as the results of PM AM's services rendered pursuant to this Agreement. The City shall not have the right to control the means by which PM AM accomplishes services rendered pursuant to this Agreement.

3.3 Notwithstanding any other provision of this Agreement to the contrary, in no event whatsoever shall PM AM be liable for damages attributable to its actions or inactions, or its subcontractor's actions or

inactions, with respect to the Services or Special Services provided hereunder, whether for indemnification or otherwise, in excess of the sum of: (i) any insurance proceeds actually received by PM AM, or paid by PM AM's insurance carrier to the City, with respect to the claim for indemnification by the City hereunder, and (ii) the amount of fees actually retained by PM AM under this Agreement as its fee during the six (6) months immediately preceding the act or omission that generated PM AM's indemnification obligation hereunder; provided, however, the limitations on the indemnification obligations of PM AM set forth in this Section shall not apply to the obligation of PM AM to pay the City its share of the collected revenues as set forth in this Agreement.

3.4 Notwithstanding any other obligation of PM AM hereunder, in no event shall PM AM be liable for any indirect, incidental, special, consequential or punitive damages, including loss of fees, profits or income, arising directly or indirectly out of the provision or non-provision of Services or Special Services hereunder, whether or not PM AM had any knowledge that such damages might be incurred.

3.5 If PM AM is required to indemnify the City hereunder, PM AM may assume the defense of the City with counsel reasonably acceptable to the City at the expense of PM AM. In addition, the City may engage its own counsel to participate in any defense in any such proceeding at the City's expense.

Article 4
The City's Responsibility

4.1 The City shall cooperate with and assist PM AM by, among other things, making available, as reasonably requested by PM AM, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by PM AM to carry out its obligation under this agreement.

Article 5
Insurance Requirements

5.1 At the current time, PM AM does not maintain any offices in the State in which the City is located, nor does PM AM maintain any employees in such State. All Services required to be performed by PM AM hereunder shall be performed by PM AM at its offices in the State of Texas or elsewhere outside the State in which the City is located. PM AM shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. PM AM shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by the City, nor shall PM AM allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this Agreement. PM AM, at PM AM's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:

5.1.1 Comprehensive or Commercial General Liability: $500,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverage's under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by the City.

5.1.2 Automobile Liability: $500,000 combined single limit per accident for bodily injury and

Appendix C
RFP 23-19 - False Alarm
Administrative Services
PMAM's Proposal

property damage. Coverage should be provided as a "Code 1," any auto.

5.1.3 Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of $100,000 for each accident, $500,000 policy limit- Disease. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, and volunteers for losses arising from the activities under this Agreement.

5. 2 All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an occurrence basis.

5.3 The City shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If PM AM, for any reason, fails to maintain insurance coverage which is required under this agreement, the failure shall be deemed a material breach of contract. The City, at its sole option, may terminate this Agreement.

5.4 Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the City not later than ten (10) days following cancellation.

5.5 Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.

5.6 Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to the City's Purchasing Department.

Article 6
Termination of Agreement

6.1 Grounds for Termination

6.1.1 The City shall inform PM AM in writing if PM AM fails to perform its duties under this Agreement with a ninety (90) days window to correct the problem. PM AM shall remedy the problem within ninety (90) days from the receipt of such notice. Should PM AM fail to remedy the problem within ninety (90) days, the City may terminate this Agreement.

6.1.2 PM AM's Fee Schedule and pricing for any and all Services to be provided by PM AM to the City under this Agreement have been set, established, and agreed to be based upon the current provisions of applicable City ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce the applicable fee, fines, and charges, then PM AM reserves the express right to enter into good faith negotiations with the City to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from PM AM to the City of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then PM AM reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by PM AM under this

Appendix C
RFP 23-19 False Alarm
Administrative Services
PMAM's Proposal

Agreement, PM AM shall be paid all fees and costs due and owing PM AM as of the date of said termination.

6.1.3 PM AM may terminate this Agreement upon written notice to the City if the City misuses or attempts to appropriate the proprietary software of PM AM.

6.2 Effect of Termination

6.2.1 If this Agreement is terminated as provided herein, the City may require PM AM to provide all finished and/or unfinished data and other information of any kind possessed by PM AM in connection with the performance of Services under this Agreement. PM AM shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, in the event the City shall terminate this Agreement:

6.2.1a All data relating to alarm permits shall be owned by the City. Upon termination of this Agreement, PM AM shall promptly deliver to the City all data in MS-SQL format.

6.2.1b. PM AM retains all right and title to the Application software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. The City does not acquire any ownership rights to the Application software. The Software is protected in favor of PM AM, as well as any future registered trademarks, are trademarks of PM AM.

6.2.1c. The proprietary software is considered loaned to the City during the duration of this Agreement as laid out in this Agreement and the City will not have any access to PM AM's proprietary software after the conclusion of the Agreement.

6.2.1d. The City shall pay PM AM all fees and costs due and owing PM AM as of the date of said termination.

6.2.1e. The provisions of this Section shall survive the termination of this Agreement.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Article 7
Confidentiality of Information

7.1 At all times, PM AM shall recognize the City's sole and exclusive ownership of all information provided by the City, and the sole and exclusive right and jurisdiction of the City to control the use of this information. Similarly, the City recognizes that the proprietary software described in Section 6.2.1c. above is owned by PM AM and the City has no rights or claim thereto.

7.2 Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law. **City shall promptly inform PM AM if City receives a public records request for information designated by PM AM as confidential so as to provide**

PM AM an opportunity to object.

7.3 Each party further agrees that in the event that any documents containing confidential information of the other party should be improperly used or removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and in writing, and shall join with the other party at their request in taking such reasonable steps as the owner of the confidential information may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the owner's rights and the confidentiality of the information.

7.4 PM AM agrees to return any and all data furnished and information derived hereunder promptly upon a request by the City and its authorized designee.

Article 8
General Provisions

8.1 This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.

8.2 Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that PM AM may assign this Agreement to its successor without consent by the City by giving written notice to the City. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

8.3 This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

8.4 This Agreement may be amended by the mutual written agreement of the parties.

8.5 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.6 Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

City of _____,__: _____
_____
_____
_____

PM AM: PMAM Corporation

Appendix C
RFP 23-19 False Alarm
Administrative Services
PMAM's Proposal

Attn: Mr. Pankaj Kumar, President
5430 LBJ Freeway, Suite 370
Dallas, TX 75240

8.7 This Agreement may be signed in counterparts, each of which shall constitute an original.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

(Signature Page Follows on Next Page)

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

_____ day of _____ in the year _____.

City of _____

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

PMAM Corporation

By: _____
PANKAJ KUMAR,
Chief Executive Officer

Attest:

By: _____
Name: _____
Title: _____

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Exhibit A

Scope of Work and Requirements

Scope of Work:

It will be PM AM's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis. PM AM shall accurately convert all pertinent data downloaded from the City's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

PM AM shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
    a. Alarm permits
    b. Permit Holders
    c. Permit Holders with outstanding charges
    d. Non-permitted locations with outstanding charges
    e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the City.
4. Performance of all the billing in accordance with the City's alarm ordinance, as may be amended from time to time by the City.
5. Generation of the following reports including but not limited to:
    a. New alarm permits issued and fees collected
    b. Annual permit renewals billed and fees collected
    c. Permits inactivated or revoked and reason for inactivation or revocation
    d. Permits reinstated and reason for reinstatement
    e. Number of false burglar alarms
    f. Number of false burglar alarms billed and fees collected
    g. Number of false robbery alarms
    h. Number of false robbery alarms billed and fees collected
    i. Number of reinstatement fees billed and fees collected
    j. False burglary and/or robbery alarms for permit owners
    k. False burglary and/or robbery alarms for non-permitted owners

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

l. Suspension or revocation Report for permit holders as per ordinance, if applicable

6. System functionality to capture the following information:

   a. Permit number

   b. Permit issue date

   c. Permit expiration date

   d. Permit type (residential / commercial)

   e. Name of business or residential permit holder

   f. Site
      1) Street address and zip code of property
      2) Type of property (residential / commercial)
      3) Telephone numbers
      4) Contact persons (minimum of 2) and phone number(s)
      5) Type of alarm system installed (burglary, panic, robbery)

   g. Billing
      1) Name
      2) Full mailing address (includes zip code)
      3) Contact person and phone number(s)

   h. Permit Holder Responsible for Alarm
      1) Name
      2) Complete mailing address
      3) Phone numbers

   i. Name and telephone number of alarm monitoring company

   j. Name and telephone number of company that installed the alarm system

   k. Special Medical Concerns

   l. Pet Information

7. System functionality to generate notices to alarm users without permits.

8. Transfer online and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
      1) Permit number (or non-permitted identifier)
      2) Name of permit holder
      3) Location of permit holder
      4) Permit status
      5) Expiration date
      6) Last false alarm incident date and time
      7) Alarm type (i.e., burglar, panic, etc.)
      8) False alarm incident count

9. Transfer online and/or via magnetic media incident records from RMS to FAMS including:
      1) Incident number
      2) Priority

RFP 23-19, False Alarm Administrative Services
Appendix C
PMAM's Proposal

3) Call code
4) Disposition
5) Date
6) Time:
   (a) Received
   (b) Dispatched
   (c) Arrived
   (d) Cleared
7) Remarks
8) Site name and address
9) Reportee name, address, phone number
10) Dispatcher- employee number and terminal
11) Phone clerk - employee number and terminal
12) Cleared code and disposition (true/false)
13) Officer number
14) Unit(s) assigned.

Collection requirements and provisions:

PM AM will design, implement, and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the City Alarm Program Administration and Collection Service. PM AM will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment.
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a PM AM staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.
3. All bills, correspondence and related matters will be approved by the City.
4. Bills will be due in timelines specified in the ordinance and or rules and regulations as appropriate.
5. Records of bills will be retained by PM AM to apply to Account Receivable system (A/R) to be maintained by PM AM.
6. PM AM will develop an A/R file, which the City will have access to review at any time.
7. System functionality for the City to print a bill for customers wishing to make payments at the walk-in cashier location(s) of the City and to provide on-line information to PM AM regarding such payments so that PM AM can maintain A/R file.
8. PM AM will provide the ability for customer to pay on-line, by mail and via walk-in cashier.
9. Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by PM AM, unless and until the City directs that such payments be directed to a lock box address established by the City.
10. PM AM system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.
11. PM AM will provide system for billing the customer for the appropriate NSF or insufficient fund

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

check fee charges and charges for stop payment situations.

12. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by PM AM. Any such debt collection activities shall be performed by an independent contractor selected either by (i) PM AM with the prior written consent of the City or its designee, or (ii) the City or its designee or agent upon written notice to PM AM.

Processing:

PM AM shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

PM AM's Obligation:

In addition to the above, PM AM shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.
2. Supply the City with an interface document describing the type, size, location, and medium of transfer from the City RMS.
3. Defer to the City regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of the City regarding a specified alarm call.
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters.

Training

1. PM AM shall provide training for the City and Police employees. Training shall be conducted in several sessions on an as needed basis.

System Coordination

1. PM AM shall coordinate with the City's Finance Department, Information Services, and the City Police Department to develop a system that will allow walk-in payments under the Agreement.

2. PM AM shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, PM AM will make best efforts to restore service within seventy-two (72) hours.

3. PM AM under this Agreement shall establish and provide public education, awareness, and information regarding the City's Alarm Management Program.

City Licensing Fees

1. The City acknowledges and agrees that PM AM shall be exempt from any applicable City license fees in performing its services hereunder.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Exhibit "B"

Pricing and Receipt of Collections

This is a revenue sharing contract. PM AM shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to the City for the total of the actual revenues generated and collected for the City during the life of this Agreement including all adjustments for:

a. Alarm permit and renewal fees;
b. False alarms violation fee above a mandated limit;
c. Reinstatement fees;
d. Late fee for false alarms, permit fees and renewal fees;
e. Other charges imposed by the City in relation to the City's
f. Alarm Program Management and Collection Services (except for criminal penalties).

PM AM Corporation	City of _____, __
XX%	XX%

The City and PM AM shall share the revenue generated from fees, fines, and penalties as described above; provided that all bank charges and mailing cost incurred in connection with the Services rendered under this Agreement by PM AM shall be paid by the program before the foregoing split of fees.

The City shall pay PM AM a $10 processing fee for each refund check processed by PM AM through the Program (the "**Processing Fee")** promptly upon receipt of an invoice from PM AM for such Processing Fee.

PM AM reserves the right to renegotiate this pricing should the City change the fee schedule for the false alarm ordinance.

The City acknowledges that PM AM is installing the Program at no cost the City. Consequently, in the event the City terminates this Agreement within 12 months from the Effective Date for any reason other than the failure of PM AM to perform its Services hereunder that has not been cured by PM AM within 30 days of receipt of written notice of the problem, PM AM shall be entitled to receive, and the City shall pay to PM AM, the fees that PM AM would have received hereunder for a period of 12 months less the number of months, if any, that PM AM was paid its fees hereunder prior to the termination of this Agreement (the "**Guaranteed Period**"). If this Agreement is terminated after the Contract Implementation Date, the amount of the fees to be paid to PM AM shall be the average of the monthly fees retained by PM AM prior to termination of this Agreement multiplied by the number of months remaining in the Guaranteed Period. If this Agreement is terminated prior to the Contract Implementation Date, the amount of fees to be paid to PM AM shall be the amount of the fees projected by the parties to be retained by PM AM during the Guaranteed Period at the time this Agreement was executed. The amount of any fees payable to PM AM pursuant to the provisions of this paragraph shall be paid by the City upon termination this Agreement unless the parties agree to have such amount paid in equal monthly installments over an agreed period of time. The provisions of this paragraph shall survive the termination of this Agreement.

In addition, in recognition of the fact that PM AM's Services under the Agreement and the expenses incurred by PM AM in performing such Services are incurred in advance of PM AM receiving a percentage of the fees collected under this Agreement and that the City shall have the benefit of such work as may have been

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

completed up to the time of such termination, City agrees to continue to pay PM AM its percentage of fees collected for a period of 90 days after the termination of this Agreement on fees collected during such period that are attributable to amounts billed by PM AM to permit holders prior to the date of termination of this Agreement. This provision shall survive the termination of this Agreement.

The share of the revenues payable to PM AM and the City in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to PM AM in accordance with the terms of this Agreement.

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

PM AM

Appendix C
RFP 23-19, False Alarm
Administrative Services
PMAM's Proposal

Headquartered in Dallas, Texas, PM AM Corporation is a leading Information Technology and Consulting company that delivers cutting-edge technology solutions to enable its clients to do business better. Our experts are driven to deliver meaningful technology solutions and winning business outcomes. At PM AM, we have deep industry experience, technical excellence, and 360-degree view of business technology that help us to make our clients future-ready. Our flexible delivery models and agile methodologies have enabled us to devise and execute solutions ensuring our clients' success.

PM AM Corporation

5430 Lyndon B Johnson Fwy #370, Dallas, TX 75240

Phone : 972-831-7400

Fax : 972-831-7499

Email : sales@pmam.com

Website: www.pmam.com

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-112

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Mike Reynolds, Police Chief

SUBJECT: **Gulf Coast High Intensity Drug Trafficking Area MOU and Budget Adjustment**

RECOMMENDATION:
Staff recommends approval of a memorandum of understanding with Washington County, Arkansas to accept funding from the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and approval of a budget adjustment in the amount of $122,243.

BACKGROUND:
The Gulf Coast HIDTA provides funding from the Office of National Drug Control Policy to multi-jurisdictional drug enforcement initiatives throughout Arkansas, Louisiana, Mississippi, Florida, Alabama, and Tennessee. Since 2011, the Fayetteville Police Department has partnered with the Washington County Sheriff's Office, Springdale Police Department, Prairie Grove Police Department and the local Drug Enforcement Administration office to create the Western Arkansas Mobile Deployment Team (WAMDT) initiative with Washington County being the fiduciary agency.

DISCUSSION:
WAMDT's mission is to infiltrate and disrupt drug trafficking organizations (DTOs) at the street level. The Gulf Coast HIDTA funds overtime for investigator activity, buy money for the purchase of evidence/purchase of information (PEPI), and vehicle allowances. The Gulf Coast HIDTA has approved 2024 funding for the Fayetteville Police Department in the amount of $122,243. This amount represents overtime funding for three (3) investigators at $13,514.33 each including benefits, PEPI in the amount $73,400, and vehicle allowance in the amount of $8,300. This funding has a two-year life span and must be spent by December 31, 2025. HIDTA funds are authorized for drug enforcement activity only, and HIDTA funds must supplement existing drug enforcement expenses. WAMDT is currently preparing their 2025 funding request to the Gulf Coast HIDTA; however, future allocations are contingent upon congressional approval.

BUDGET/STAFF IMPACT:
A budget adjustment will equally increase revenue and expense budgets in the amount of $122,243 for this non-matching federal funding to reimburse existing DTF investigators overtime, covert funds, and vehicle allowances. This budget adjustment has no impact on staffing levels.

ATTACHMENTS: SRF (#3), BA (#4), SRM (#5), MOU (#6)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-112

Gulf Coast High Intensity Drug Trafficking Area MOU and Budget Adjustment

A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH WASHINGTON COUNTY TO ACCEPT FUNDING FROM THE GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA IN THE AMOUNT OF $122,243.00 FOR THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a Memorandum of Understanding with Washington County to receive funding from the Gulf Coast High Intensity Drug Trafficking Area in the amount of $122,243.00 for investigator activity, purchase of evidence and information, and vehicle allowances for the Police Department.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2024-112

Item ID

6/4/2024

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

Mike Reynolds	5/16/2024	POLICE (200)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a memorandum of understanding with Washington County, Arkansas to accept funding from the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and approval of a budget adjustment.

Budget Impact:

2930.200.2960-4309.01	Drug Enforcement
Account Number	Fund
38070.2401	Police HIDTA - WAMDT GY2024
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	122,243.00
		Remaining Budget	$	122,243.00

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	POLICE (200)	
	Requestor: Willie Newman	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Increase in budgeted revenue equal to the increase in budgeted expense for this non-matching federal funding to reimburse existing DTF investigators overtime, covert funds, and vehicle allowance.

COUNCIL DATE: 6/4/2024

ITEM ID#: **2024-112**

Holly Black
5/14/2024 1:26 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024422

TOTAL	48,843	48,843				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2930.200.2960-4309.01	-	(122,243)			RE	Federal Grants - Operational
2930.200.2960-4309.01	-	122,243	38070	2401	RE	Federal Grants - Operational
2930.200.2960-5802.00	8,300	-	38070	2401	EX	Vehicles & Equipment - base
2930.200.2960-5120.00	40,543	-	38070	2401	EX	Personnel Other - Contra
2930.200.2960-4999.99	-	48,843			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				
	-	-				

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF JUNE 4, 2024

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police

DATE: May 16, 2024

SUBJECT: **Gulf Coast High Intensity Drug Trafficking Area MOU and Budget Adjustment**

RECOMMENDATION:

Staff recommends approval of a memorandum of understanding with Washington County, Arkansas to accept funding from the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and approval of a budget adjustment in the amount of $122,243.

BACKGROUND:

The Gulf Coast HIDTA provides funding from the Office of National Drug Control Policy to multi-jurisdictional drug enforcement initiatives throughout Arkansas, Louisiana, Mississippi, Florida, Alabama, and Tennessee. Since 2011, the Fayetteville Police Department has partnered with the Washington County Sheriff's Office, Springdale Police Department, Prairie Grove Police Department and the local Drug Enforcement Administration office to create the Western Arkansas Mobile Deployment Team (WAMDT) initiative with Washington County being the fiduciary agency.

DISCUSSION:

WAMDT's mission is to infiltrate and disrupt drug trafficking organizations (DTOs) at the street level. The Gulf Coast HIDTA funds overtime for investigator activity, buy money for the purchase of evidence/purchase of information (PEPI), and vehicle allowances. The Gulf Coast HIDTA has approved 2024 funding for the Fayetteville Police Department in the amount of $122,243. This amount represents overtime funding for three (3) investigators at $13,514.33 each including benefits, PEPI in the amount $73,400, and vehicle allowance in the amount of $8,300. This funding has a two-year life span and must be spent by December 31, 2025. HIDTA funds are authorized for drug enforcement activity only, and HIDTA funds must supplement existing drug enforcement expenses. WAMDT is currently preparing their 2025 funding request to the Gulf Coast HIDTA; however, future allocations are contingent upon congressional approval.

BUDGET/STAFF IMPACT:

A budget adjustment will equally increase revenue and expense budgets in the amount of $122,243 for this non-matching federal funding to reimburse existing DTF investigators overtime, covert funds, and vehicle allowances. This budget adjustment has no impact on staffing levels.

Attachments:

Budget Adjustment
Memorandum of Understanding with Washington County

MEMORANDUM OF AGREEMENT

BETWEEN

WASHINGTON COUNTY, ARKANSAS

AND

FAYETTEVILLE POLICE DEPARTMENT

This Agreement between Washington County, Arkansas and Fayetteville Police Department shall begin on January 1, 2024 and shall not extend beyond December 31, 2025 unless the period is extended by modification of this Agreement.

WHEREAS, Washington County, Arkansas has been designated the fiscal agent for the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through Washington County, Arkansas.

NOW, THEREFORE, Washington County, Arkansas and Gulf Coast HIDTA hereby agree to the disbursement of HIDTA funds in the amount of $122,243.00 to the resource recipient, Fayetteville Police Department, under the following terms and conditions:

1. Fayetteville Police Department agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to, the following: OMB Circular 87, OM Circular A-102, OMG Circular A-133, 21 CFR Part 1403, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), and the Fair Labor Standards Act (FLSA).
2. Fayetteville Police Department agrees to abide by and be bound by the attached budget (Appendix A) for purchases including future reprogramming requests as approved by Washington County, Arkansas and Gulf Coast HIDTA. All reprogramming requests shall be submitted via email to the Gulf Coast HIDTA Director of Operations.

3. Requests for payment shall be submitted on a quarterly basis to the financial office through the HIDTA State Director of Operations at the following address by the 10th day of each month following the quarterly end:

   Brian Chambers
   HIDTA State Director of Operations
   3730 Appling Road
   Bartlett, TN 38133

All invoices submitted shall comply with the terms noted in Appendix D. The last invoice from the Resource Recipient (Fayetteville Police Department) shall be received by the HIDTA State Director of Operations no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All reimbursement of Overtime Expenses will be submitted using the appropriate form (Appendix C) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (Fayetteville Police Department) agrees to complete all applicable items in Appendix D and return to Washington County, Arkansas along with the signed agreement.
5. Washington County agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into Washington County's Treasury Funds.
6. Resource Recipient (Fayetteville Police Department) agrees to reimburse Washington County for any invoice paid by Washington County if such is later disallowed after audit for financial review.
7. For any and all disputes arising out of this Agreement the parties hereto agree that jurisdiction will lie within Washington County, Arkansas.

   IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

Judge Patrick Deakins Washington County Judge	Fayetteville Police Department Resource Recipient

HIDTA 2024

Disclosure of High Risk Status

G24GC0004A

Fayetteville Police Department is **not** currently designated high risk by another federal grant making agency.

_____
Fayetteville Police Department
Resource Recipient

ACKNOWLEDGMENT

STATE OF ARKANSAS)

)**SS**

COUNTY OF_____)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared _____, satisfactorily proven to be the person whose name appears in the foregoing instrument, and stated that he/she had executed the same for the consideration, uses and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires:

_____

Budget Detail

2024 - Gulf Coast

Initiative - Western Arkansas Mobile Deployment Team **Interdiction**

Award Recipient - County of Washington (G24GC0004A)

Resource Recipient - Fayetteville Police Department

Current Budget (net of reprogrammed funds)		***$122,243.00***	
Overtime	**Quantity**	**Amount**	**Comments**
Investigative - Law Enforcement Officer	3	40,543.00	3 TFOs @ $20,707 each (3 FT FPD TFOs) (Less excess PY funds of $21,578)
Total Overtime	**3**	**$40,543.00**	
Services	**Quantity**	**Amount**	**Comments**
Services		-100.00	
Vehicle allowance	1	8,400.00	1 @ $8,400/yr (3 TFOs assigned)
Total Services	**1**	**$8,300.00**	
Other		**Amount**	**Comments**
PE/PI/PS		73,400.00	$73,400 PE/PI
Total Other		**$73,400.00**	
Total		**$122,243.00**	

APPENDIX A

BUDGET

APPENDIX B

Sub-award Issued To: Fayetteville Police Department

Federal Award Identification No. (FAIN): G24GC0004A

Federal Award Date: 04/29/2024

Period of Performance: 01/01/2024-12/31/2025

Amount of Federal Funds Obligated by this Award to Fayetteville Police Department: $122,243.00

Total Amount of Federal Funds Obligated to Fayetteville Police Department including the current obligation (G18+G19+G20+G21+G22+G23+G24): $672,835.80

Total Amount of Federal Award committed to Fayetteville Police Department by Washington County, Arkansas as received from Gulf Coast HIDTA: $977,263.66

Federal Award Project Description: This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Gulf Coast HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

Federal Awarding Agency: Executive Office of the President Office of National Drug Control Policy

Grantee (Pass-Through Entity): Washington County, Arkansas
Sheriff Jay Cantrell
County Judge Patrick Deakins
1155 Clydesdale Drive
Fayetteville, AR 72701

CFDA Name and Number: High Intensity Drug Trafficking Areas Program-95.001

No indirect costs (as defined in CFR 200.414 Indirect (F&A) costs) have been authorized with this grant award.

All requests for reimbursement must be by the 10th day of the month following the end of each quarter and shall be directed to:

Brian Chambers

HIDTA State Director of Operations Arkansas/Tennessee
3730 Appling Road
Bartlett, TN 38133

APPENDIX C

Caculation of HIDTA Reimbursable Overtime

TFO's NAME			
HIDTA Overtime this period		hrs	
TFO's Regular pay rate			
TFO's Overtime rate @ 1.5	$ -		

***fill in below only if agency is claimimg fringe associated with HIDTA overtime**			
TFO's Fringe			***please note these are the only allowable fringe cost the HIDTA program will reimburse**
FICA			
Life			
Health			
Retirement			
Workman's Comp			
	0.00%	Fringe %	
percentage	$ -	Overtime X Fringe %	($50.10 X13.40%)

Caculation of Overtime	$ -	Rate X Hours	*** Please note this total must match what was paid on checkstub or payroll report submitted with claim***

Overtime rate w/ Fringe %	$ -	Overtime rate + fringe cost per hour	***Please note only utilize this is agency is claiming fringe* 1.5 rate or regular rate + fringe rate ($50.10+$6.71)**

Total HIDTA Request	$ -	without fringe X hours	($56.81*20 hrs)

APPENDIX D

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2023 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   For more information on the Part 200 Uniform Requirements, see https://cfo.gov/cofar/. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
   a. 28 CFR Part 69-"New Restrictions on Lobbying"
   b. 2 CFR Part 25-"Universal Identifier and System of Award Management"
   c. Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
   d. Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/.

4. The recipient gives ONDCP or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

6. These general terms and conditions as well as archives of previous versions of the general terms and conditions are available online at www.whitehouse.gov/ondcp/grants .

7. Conflict of Interest and Mandatory Disclosures

   a. Conflict of Interest Requirements
   As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.

ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a Federal award if he or she has an apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflict of interest. Organizational conflict of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

b. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, and termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

c. FFATA/DATA Act Compliance

Each applicant is required to

i. Be registered in the System for Award Management (SAM) before submitting its application
ii. Provide a valid DUNS number in its application
iii. Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award
iv. Provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

8. Washington County, Arkansas, as the Grantee, is required to monitor this subaward as outlined in 2 CFR 200.331.

9. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

10. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:

    a. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
    b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
    c. Evaluate and monitor compliance with applicable statutes, regulations, and the terms and conditions of the Federal awards.
    d. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
    e. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.

2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.

3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.

4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.

5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover

operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.

6. Property acquired with these HIDTA grant funds is to be used for activities of the Gulf Coast HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.

7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

ACCEPTANCE OF GRANT CONDITIONS

_____ Date:_____

Fayetteville Police Department
Resource Recipient

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-60

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **RZN-2024-0017: Rezoning (512 N. MISSION BLVD./ZWEIG, 446): Submitted by FLINTLOCK LTD CO. for property located at 512 N. MISSION BLVD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.90 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES - GENERAL.**

RECOMMENDATION:
City planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is located at the northeast corner of Maple Street and Mission Boulevard. The property is zoned RSF-4, Residential Single-Family, Four Units per Acre and is currently developed with a single-family dwelling and two accessory structures. Washington County records indicate that the house on the property was built in 1870. A lot split, which subdivided the property into two lots containing roughly 0.34 and 0.55 acres, was recorded in January of this year (LSP-2023-0059).

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, Four Units per Acre, to NS-G, Neighborhood Services – General.

Public Comment: One member of the public spoke in opposition to this item at Planning Commission.

Land Use Compatibility: Staff finds the proposed zoning of NS-G, Neighborhood Services - General to be compatible with other properties nearby which contain a mixture of residential, commercial, and industrial uses. The subject property is located along Mission Boulevard, which is a Neighborhood Link Street lined with a variety of land uses. While there are a variety of land uses along that street, the subject property is located in an area that is primarily zoned RSF-4, Residential Single-Family, Four Units per Acre, which only allows single-family residences by right. A rezoning to NS-G would offer a greater mix of residential and commercial uses that are of a scale that fits with the existing development pattern in the surrounding area. By-right residential development in NS-G zoning is limited to single- to four-family dwellings at a density of 18 units per acre, and commercial development is limited to medium-scale retail and office services. Since NS-G has urban form setbacks, any redevelopment could provide an opportunity to encourage a more pedestrian-oriented neighborhood form along Mission Boulevard. However, the applicant has stated an intent to preserve the existing building on the property, which could support either residential or commercial uses. A rezoning to NS-

G would provide an opportunity to maintain residential uses and densities that are compatible with the existing development pattern, or commercial uses which could mirror the existing use of the site or serve the surrounding area. Any commercial redevelopment of the property would be restricted to 8,000 square feet under NS- G zoning.

Land Use Plan Analysis: Staff finds the applicant's request to be consistent with the City's adopted land use plans. The subject property is designated as Residential Neighborhood area in the City Plan 2040 Future Land Use Map. Staff finds that a rezoning from RSF-4 to NS-G could support that designation since it would allow for the incorporation of low-intensity nonresidential uses, such as retail and offices, which could serve surrounding neighborhoods. Staff also finds the requested rezoning to be aligned with Goals 1, 4, and 6 of City Plan 2040, which are to encourage infill, grow a livable transportation network, and create opportunities for attainable housing since it could encourage residential infill in an area that has a moderate infill score of 7 and is in proximity to nonresidential uses.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score range of 6-7 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, located at 303 W. Center St.)
- Near Sewer Main (eight-inch main, Maple Street)
- Near Water Main (six-inch main on Mission Boulevard and 1.25-inch main on Maple Street)
- Near Grocery Store (Ozark Natural Foods)
- Near Transit (ORT Route 10)
- Near City Park (Saint Joseph Park)
- Near Paved Trail (Wilson Park Trail)
- Sufficient Intersection Density

DISCUSSION:
At the April 22, 2024, Planning Commission meeting, a vote of 8-1-0 forwarded this request to City Council with a recommendation of approval. Commissioner McGetrick made the motion and Commissioner Brink seconded it. Commissioner Cabe voted against it. Commissioner Werner asked if the house on the property was subject to any historic registry or might be in the process of being added to one. Staff found that the house has not been added to a historic registry, though the applicant did state that they plan to apply for historic tax credits which would provide some protection for the house long-term. Commissioner Madden asked if the bike trail under construction on Mission will cross this property and Commissioner Castin confirmed that it will be located on the west side of the street. One member of the public spoke at the meeting and stated their opposition to the requested rezoning. That individual shared concerns about the applicant's intent to use the property as a professional office, stating that it could compound traffic and parking problems along Maple Street and may adversely affect surrounding property values and the historic character of the house.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-60

RZN-2024-0017: Rezoning (512 N. MISSION BLVD./ZWEIG, 446): Submitted by FLINTLOCK LTD CO. for property located at 512 N. MISSION BLVD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.90 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES - GENERAL.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-17 FOR APPROXIMATELY 0.90 ACRES LOCATED AT 512 NORTH MISSION BOULEVARD WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES - GENERAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units per Acre to NS-G, Neighborhood Services - General.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-60

Item ID

5/21/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	5/3/2024	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2024-0017: Rezoning (512 N. MISSION BLVD./ZWEIG, 446): Submitted by FLINTLOCK LTD CO. for property located at 512 N. MISSION BLVD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.90 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES - GENERAL.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

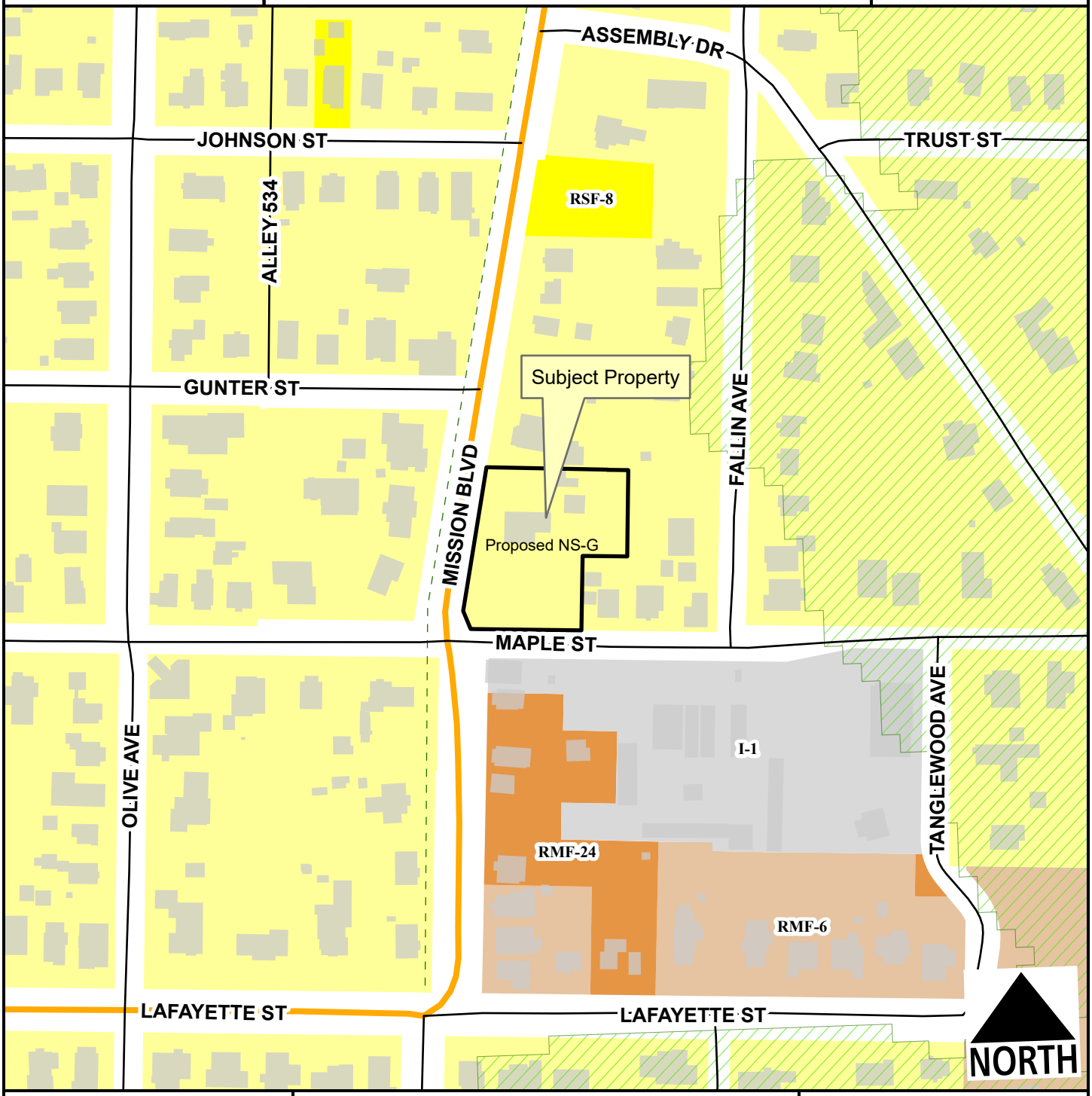
Comments:

RZN-2024-0017

Close Up View

512 N. MISSION BLVD

RZN-2024-0017
EXHIBIT 'A'



- Neighborhood Link
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NS-G	0.0	0.9
RSF-4	0.9	0.0

Total 0.9 ac

512 N MISSION BLVD – LEGAL DESCRIPTION

From Washington County Assessor's office, via:

PT LOT 8 222X119.78X62X111X197X 240

FURTHER DESCRIBED FROM 2021-45778 AS:

Part of the Southeast Quarter of the Southwest Quarter of Section (10), Township Sixteen (16) North, Range Thirty (30) West, being also known and described as a part of Lot Numbered Eight (8) in Ambrose Addition to the City of Fayetteville, and being more particularly described as follows: Beginning at a point which is one hundred eighty seven (187) feet West and one hundred twenty three (123) feet North of the South East corner of said forty acre tract, and running, thence East sixty two (62) feet; thence North one hundred nineteen and seventy eight hundredths (119.78) feet; thence West two hundred twenty two (222) feet, more or less, to the center of the Old Missouri Road (now Mission Street); thence South bearing West with the center line of said road or street to appoint which is twelve (12) feet North of the South line of said forty acre tract; thence East parallel with and twelve (12) feet equi-distant from the South line of said forty acre tract one hundred ninety seven (197) feet, more or less, to the West line of conveyance by John E. Shoemaker to Edna Oliphant; thence North bearing East along the West line of said Edna Oliphant lot one hundred eleven (111) feet to the place of beginning.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: April 22, 2024 (updated with results)

SUBJECT: **RZN-2024-0017: Rezoning (512 N. MISSION BLVD./ZWEIG, 446):** Submitted by FLINTLOCK LTD CO. for property located at 512 N. MISSION BLVD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.90 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES - GENERAL.

RECOMMENDATION:
Staff recommends forwarding **RZN-2024-0017** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2024-0017** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located at the northeast corner of Maple Street and Mission Boulevard. The property is zoned RSF-4, Residential Single-Family, Four Units per Acre and is currently developed with a single-family dwelling and two accessory structures. Washington County records indicate that the house on the property was built in 1870. A lot split, which subdivided the property into two lots containing roughly 0.34 and 0.55 acres, was recorded in January of this year (LSP-2023-0059). Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
South	Commercial	I-1, Heavy Commercial and Light Industrial
East	Single- and Two-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, Four Units per Acre, to NS-G, Neighborhood Services – General.

Public Comment: Staff has not received any public comment on this item to date.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject property has frontage along Mission Boulevard and Maple Street. Mission Boulevard is a partially improved Neighborhood Link Street with asphalt paving and sidewalk. Curb and gutter are present along the west side of the street. Maple Street is a partially improved Residential Link Street with asphalt paving and sidewalk, and with curb and gutter present along the north side of the street. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing six-inch water main is present on the east side of Mission Boulevard. An existing 1.25-inch water main is also present on the south side of East Maple Street.

Sewer: Sanitary sewer is available to the subject property. An existing eight-inch sewer main is present on the south side of Maple Street.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams or hydric soils are present on site. Any improvements or requirements for drainage will be determined at the time of development submittal.

Fire: Station 1, located at 303 W. Center St., protects this site. The property is located approximately 1.3 miles from the fire station with an anticipated drive time of approximately four minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district, NS-G, Neighborhood Services - General, requires **20% minimum canopy preservation**. The current zoning district, RSF-4, Residential Single-Family, Four Units per Acre, require **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **6-7** for this site with a weighted score of **9** at the highest level. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, located at 303 W. Center St.)
- Near Sewer Main (eight-inch main, Maple Street)
- Near Water Main (six-inch main on Mission Boulevard and 1.25-inch main on Maple Street)
- Near Grocery Store (Ozark Natural Foods)
- Near City Park (Saint Joseph Park)
- Near Paved Trail (Wilson Park Trail)
- Sufficient Intersection Density

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the proposed zoning of NS-G, Neighborhood Services - General to be compatible with other properties nearby which contain a mixture of residential, commercial, and industrial uses. The subject property is located along Mission Boulevard which is a Neighborhood Link Street lined with a variety of land uses. While there are a variety of land uses along that street, the subject property is located in an area that is primarily zoned RSF-4, Residential Single-Family, Four Units per Acre, which only allows single-family residences by right. A rezoning to NS-G would offer a greater mix of residential and commercial uses that are of a scale that fits with the existing development pattern in the surrounding area. By-right residential development in NS-G zoning is limited to single- to four-family dwellings at a density of 18 units per acre, and commercial development is limited to medium-scale retail and office services. Since NS-G has urban form setbacks, any redevelopment could provide an opportunity to encourage a more pedestrian-oriented neighborhood form along Mission Boulevard. However, the applicant has stated an intent to preserve the existing building on the property, which could support either residential or commercial uses. A rezoning to NS-G would provide an opportunity to maintain residential uses and densities that are compatible with the existing development pattern, or commercial uses which could mirror the existing use of the site or serve the surrounding area. Any commercial redevelopment of the property would be restricted to 8,000 square feet under NS- G zoning.**

Land Use Plan Analysis: **Staff finds the applicant's request to be consistent with the City's adopted land use plans. The subject property is designated as Residential Neighborhood area in the City Plan 2040 Future Land Use Map. Staff finds that a rezoning from RSF-4 to NS-G could support that designation since it would allow for the incorporation of low-intensity nonresidential uses, such as retail and offices, which could serve surrounding neighborhoods. Staff also finds the requested rezoning to be aligned with Goals 1, 4, and 6 of City Plan 2040, which are to encourage infill, grow a livable transportation network, and create opportunities for attainable**

housing since it could encourage residential infill in an area that has a moderate infill score of 7 and is in close proximity to nonresidential uses.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that there is sufficient justification for rezoning the property from RSF-4 to NS-G. A rezoning to NS-G would be compatible with adjacent properties, since it would allow for non-residential uses and street-oriented development, and it would be generally aligned with the goals outlined in City Plan 2040.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **A rezoning from RSF-4 to NS-G has the potential to create or appreciably increase traffic danger and congestion when considering that NS-G would allow for more dense development than RSF-4. The lots under consideration have direct access to public streets and any necessary street improvements and potential traffic impacts would be determined at the time of development.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed zoning has the potential to alter the population density since NS-G would allow for more dense residential development. However, staff finds that the size of the property and relevant development requirements, such as parking, drainage, and tree preservation, will limit potential adverse impacts to public services. Any necessary upgrades or improvements to existing infrastructure would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0017 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: April 22, 2024 ❒ **Tabled** ☒ **Forwarded** with a recommendation of approval ❒ **Denied**

Motion: McGetrick

Second: Brink

Vote: 8-1-0 (Commission Cabe opposed)

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.07 District RSF-4, Residential Single-Family – Four (4) Units Per Acre
  - §161.19 NS-G, Neighborhood Services – General
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 45	Small scale production

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district

A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

March 11, 2024

PETITION TO CHANGE ZONING

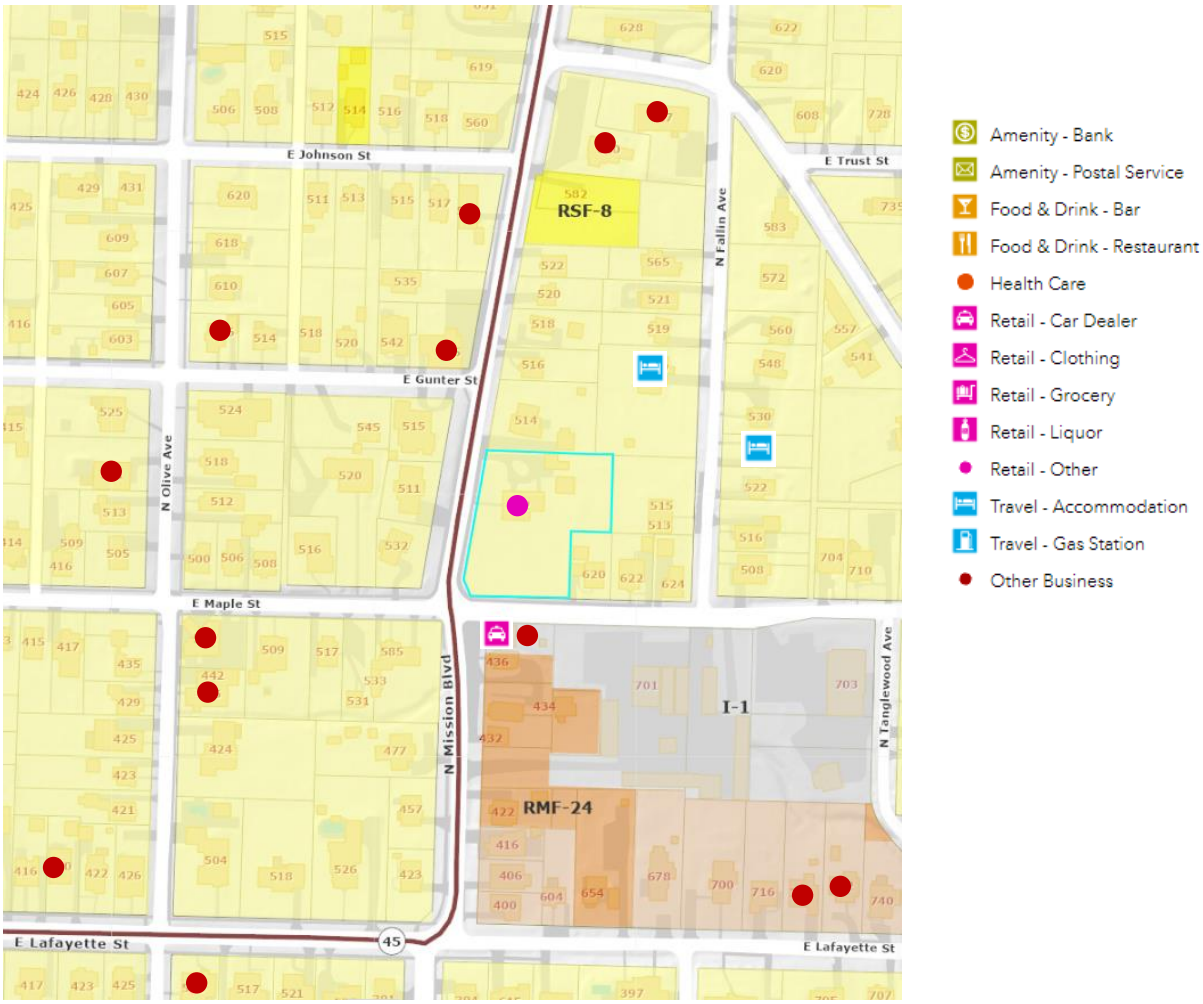
TO: The Fayetteville City Planning Commission & The Fayetteville City Council

Flintlock Ltd Co, on behalf of Mark + Sonyalea Zweig, requests that the zoning designation of the following lot be changed from Residential Single-Family – 4 units/acre to Neighborhood Services - General:

- 512 N Mission Blvd (765-02218-000): Part of Ambrose Addition

REASON FOR ZONING CHANGE REQUEST / STATEMENT OF NEED:

The zoning change request will allow this historic 1870 home to be utilized as professional offices. With a square footage of 3,720 SF, the building is too big to be considered for NS-L and use unit 12a; thus, NS-G is the least intensive zone that would allow this use by right. Per Fayetteville code, NS-G "is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses."



As seen above, this parcel is located directly adjacent to Industrial and Multifamily zoning to the south and fronts Mission Boulevard, designated in the Master Street Plan as a Neighborhood Link. The dots in this graphic pulled from City GIS denote the numerous existing professional offices and light retail both along this stretch of Mission and in the surrounding streets, including at this property.

Our intention is to maintain this historic structure and preserve its contribution to Fayetteville's unique character of place. The structure is in good condition and requires only minimal interior finish work to provide suitable office space; as such, no significant work is expected beyond the careful maintenance required to steward this aging building well into the future. Notably, our design firm has a proven track record of restoring or stabilizing historic structures in multiple Fayetteville neighborhoods, and the opportunity to utilize older structures for professional offices has been a key strategy to ensuring adequate investment towards their historically considerate upkeep. This investment allows for high quality preservation practices so that the structures may again become single-family homes in the future.

On a larger scale, this proposed rezoning supports the City's 2040 plans by encouraging revitalization of historic structures and contributing to complete neighborhoods with sensitive mixed use for a more walkable and livable community.

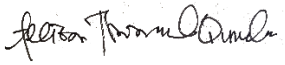
IMPACT ON NEIGHBORS & CITY:

The requested zoning change will minimally impact the surrounding properties in terms of land use, traffic, appearance, and signage. It is not expected to increase traffic danger or congestion, and no appearance changes are planned. For noise control, NS-G is considered a residential zone and naturally delimits any use that might be disruptive to the surrounding residential area. NS-G uses will not negatively impact the Industrial and Multifamily uses directly to the south. The proposed zoning is the least intensive change that will allow the building to operate with this light commercial use and retains the potential of future use as single-family residential.

CONSISTENT WITH LAND USE PLANS:

It is our opinion that the proposed zoning change is entirely consistent with both land use planning objectives, principles, and policies and is consistent with the history of the building and neighborhood. The rezoning will allow the property to be a low-intensity commercial use, directly in line with the City's 2040 goal to "make traditional town form the standard: with neighborhoods that include not just houses, but a mix of uses that can adapt over time and allow residents to live, work, and play without relying on vehicles."

Respectfully,
FLINTLOCK LTD CO

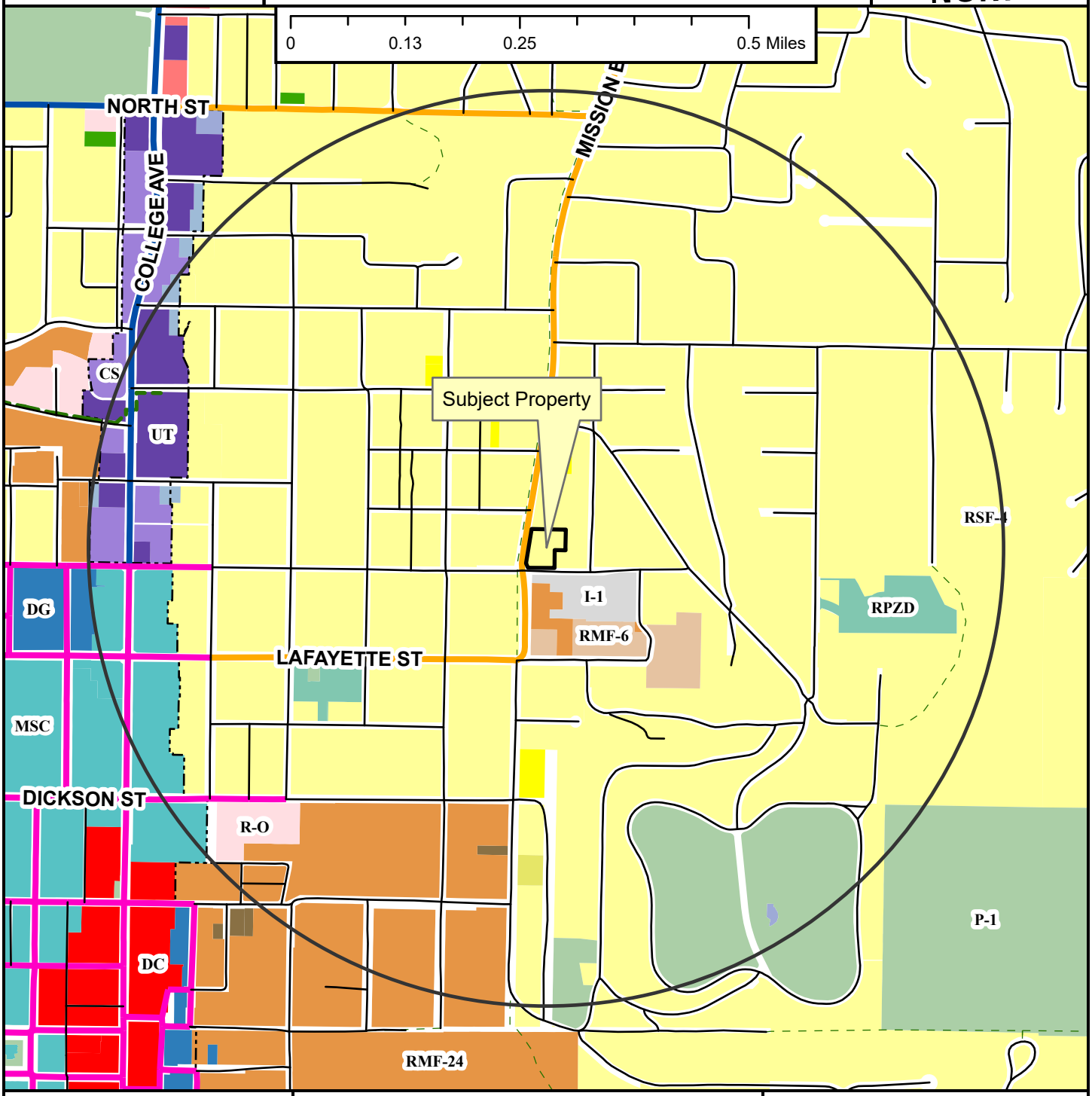


Allison Thurmond Quinlan
AIA RLA LEED AP
Principal Architect

RZN-2024-0017

One Mile View

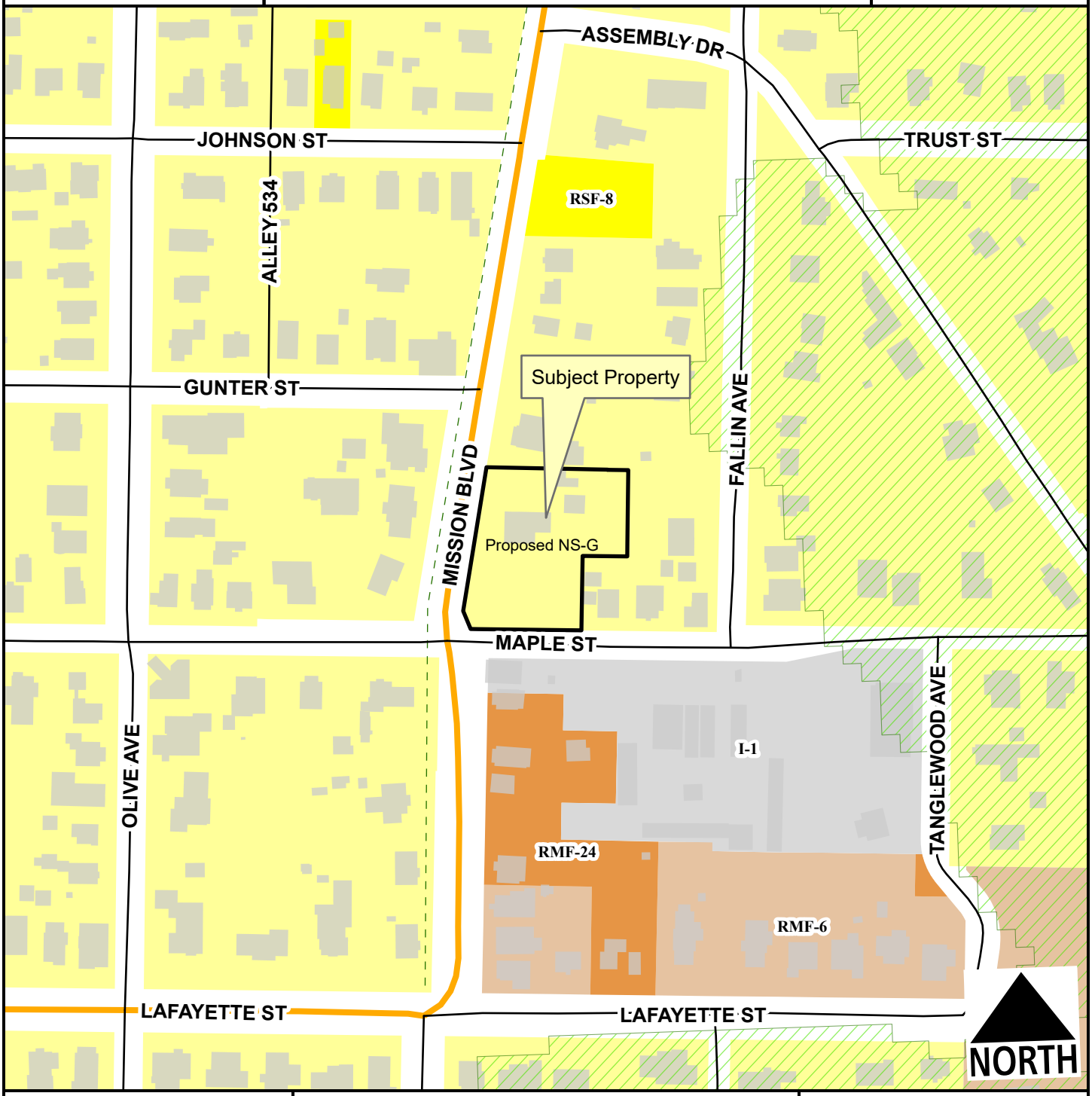
512 N. MISSION BLVD



RZN-2024-0017

Close Up View

512 N. MISSION BLVD



- Neighborhood Link
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NS-G	0.0	0.9
RSF-4	0.9	0.0

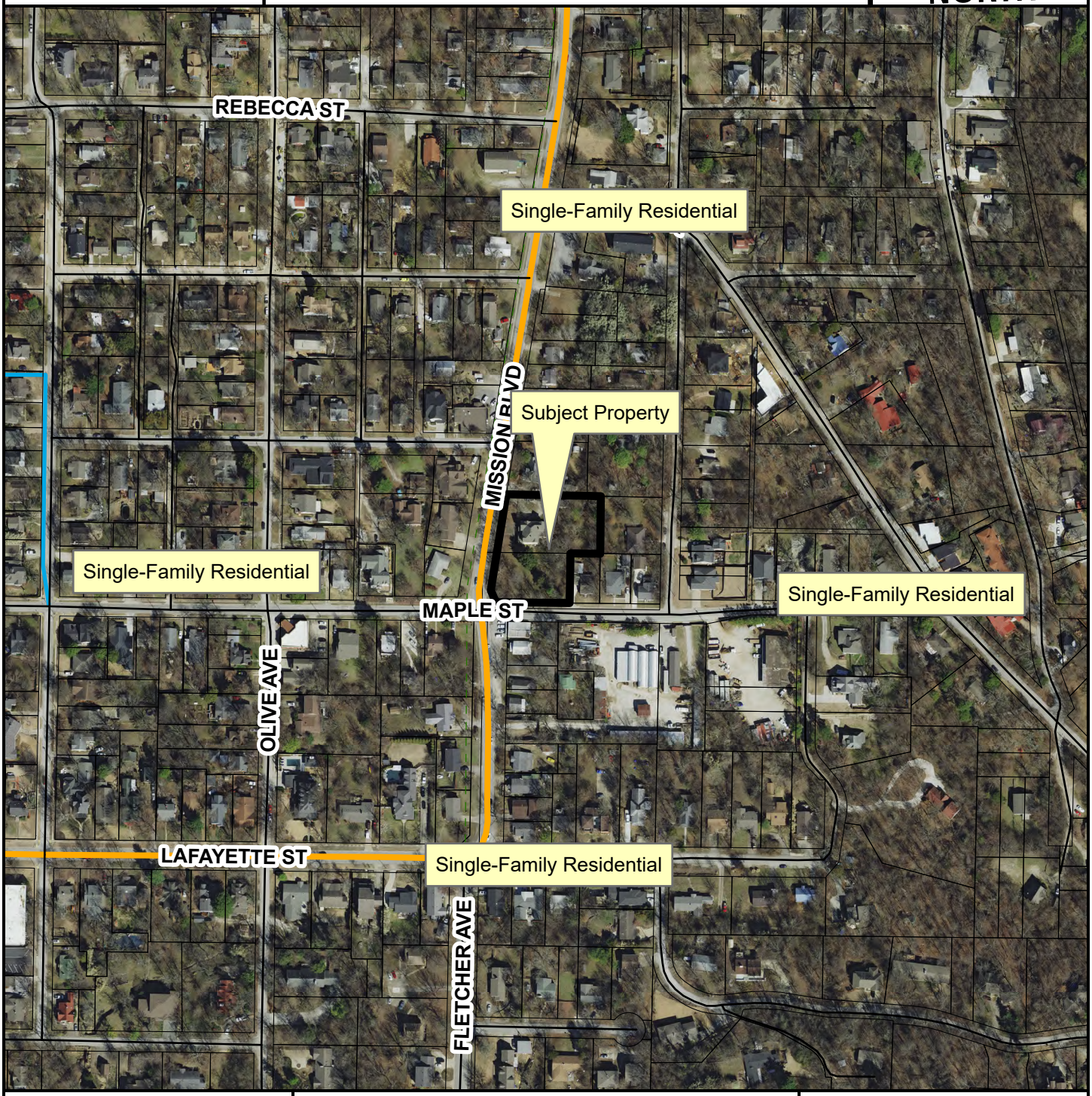
Total 0.9 ac

RZN-2024-0017

Current Land Use

512 N. MISSION BLVD

NORTH



- Neighborhood Link
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

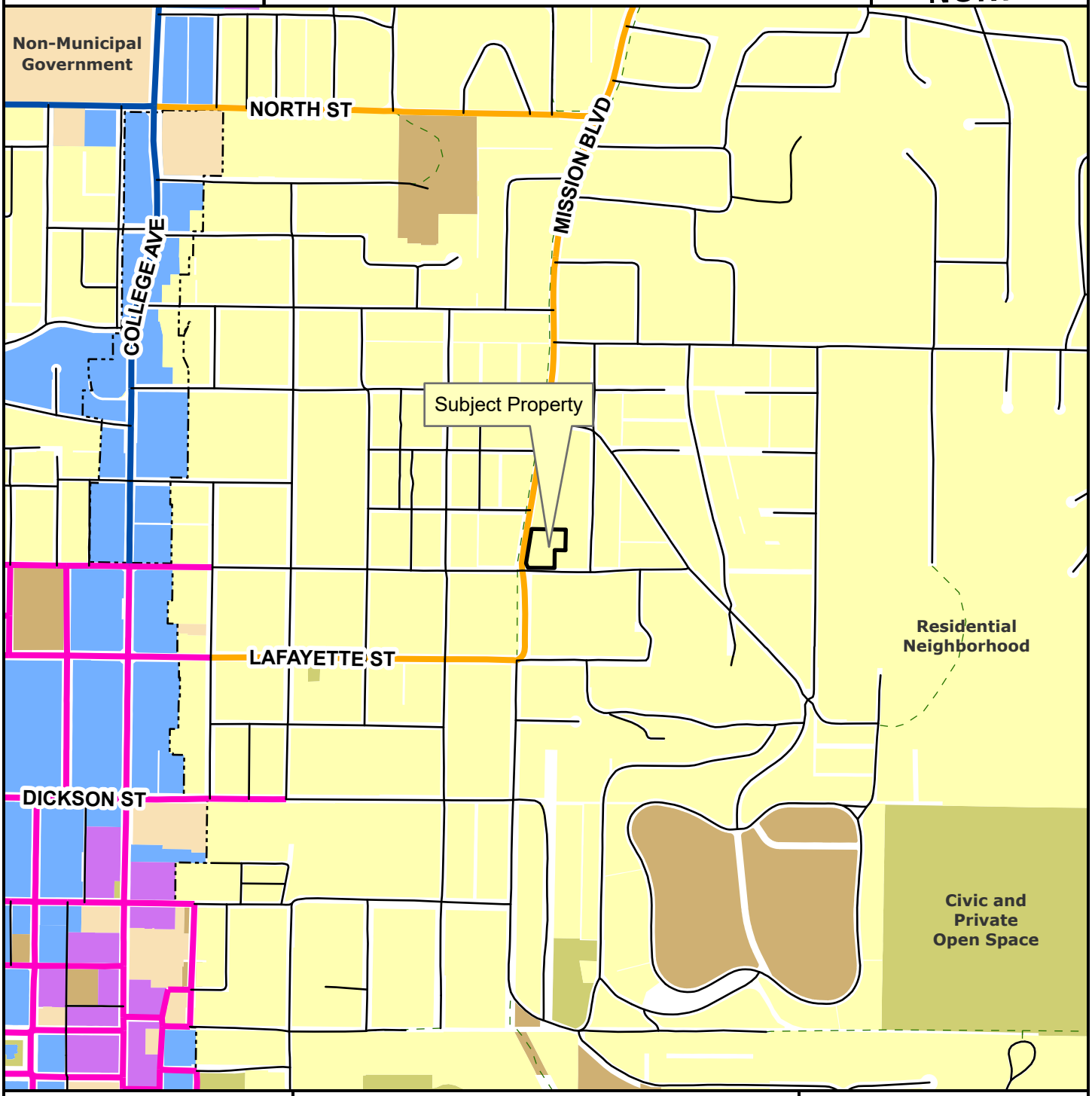
- 100-Year Floodplain
- Floodway

RZN-2024-0017

Future Land Use

512 N. MISSION BLVD

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-57

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

SUBJECT: **RZN-2024-0018: Rezoning (SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE./SUBTEXT ACQUISITIONS, LLC. AND MODUS STUDIO, 522): Submitted by SUBTEXT ACQUISITIONS, LLC. AND MODUS STUDIO for property located at SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE in WARD 2. The property is zoned RMF-40, RESIDENTIAL MULTIFAMILY, 40 UNITS PER ACRE and contains approximately 2.9 acres. The request is to rezone the property to MSC, MAIN STREET CENTER subject to a bill of assurance.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits ‘A’ and ‘B’, and with the associated Bill of Assurance as shown in Exhibit 'C'.

BACKGROUND:
The subject area is in central Fayetteville, approximately 300 feet east of Fayetteville Public Schools' Harmon Field and 900 feet northeast of Fayetteville High School. Multiple parcels are included in the area, totaling approximately 2.9 acres and bound by W. Treadwell St. to the north, S. Hill Ave. to the east, W. Putnam St. to the south, and S. Duncan Ave. to the west. Zoning on the property is currently RMF-40, Residential Multifamily, 40 Units per Acre, with development that ranges from apartments and single-family dwellings, to a largely undeveloped parcel with off-site parking. The existing structures were built between 1931 and 1964. The property does not fall within any overlay districts or Master Plan Areas.

Request: The request is to rezone the property from RMF-40, Residential Multifamily, 40 Units per Acre to MSC, Main Street Center.

Public Comment: Staff has received multiple public comments. Two members of the public requested additional information, one of whom expressed general concerns about city-wide parking requirements and ensuring that any future development here is adequately parked. One member of the public sent two separate emails expressing their opposition, citing the potential destruction of affordable rental housing units with existing, long-term residents who will likely be displaced out of the city, the need for protections for existing residents and dwellings, increased housing costs for any new luxury units, out-of-state developers, potential development adjacent to the property by additional developers, the age of the existing apartments on the site, the need for the university to manage its student population and associated housing needs, and lack of mailed public notification documents to current residents of the affected property. The second email also included

questions related to some of the stated goals of the 2040 Plan.

Land Use Compatibility: On the balance of considerations, staff finds the request to be compatible with the surrounding context. The property is primarily surrounded by large-size apartments with single-family dwellings located to the west adjacent to the Fayetteville High School campus. Additionally, the parcels within the subject area are currently developed with primarily multifamily dwellings. Based on a review of addresses, there are a total of 53 residential dwelling units currently within the subject area. The existing RMF-40 district would permit a maximum of 116 dwelling units on the 2.9-acre subject area with a maximum building height of five stories, while the proposed MSC district has no density limitations and a maximum building height of seven stories when located greater than 15 feet from the right-of-way. Staff finds that the existing buildings are between 60–93 years old and that no building permits aside from two HVAC renovations were found for the subject area that indicate renovations since completion. No buildings within the subject area are listed on either the Federal or Arkansas Register of Historic Places. An analysis of each parcel's current development is included in a staff exhibit.

The subject area is bordered by properties zoned DG, Downtown General to the north and east, which permits a mix of commercial and residential uses and structures up to five stories. The Atmosphere multi-family structure to the north is constructed to five stories. Eco Modern Flats to the east is constructed with three stories, though staff notes that the ground floor is located below street grade. Additional apartments to the south were constructed to a two story height. Staff finds that the greater height permitted by MSC is not likely to negatively affect the surroundings given the abutting multi-story apartments and the MSC district's limit of building height to 5 stories when within 0'-15' of the property line and 7 stories permitted further from the front property line. Further, a large block of MSC is located approximately 500 feet to the east.

While rezoning from RMF-40 to MSC will remove the current density limitation of 40 units per acre, staff finds that the request is not likely to create development that is incompatible with the surroundings given that the other city requirements such as parking lot design standards and ratios, tree preservation, and drainage. A bill of assurance has been provided with the rezone to limit potentially incompatible uses, including Use Unit 17: Transportation Trades and Services, Use Unit 34: Liquor Stores, and Use Unit 45: Small Scale Production. Staff finds that rezoning to a mixed-use district would create the possibility of compatible development and that additional commercial uses could also serve the high density of existing, nearby residents as well as students and faculty of the adjacent high school.

Land Use Plan Analysis: On the balance of considerations, staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. Given the walkable location of the request and potential for mixed-use development, staff finds the request to be consistent with the following City Plan 2040 Goals: Goal 1: We will make appropriate infill and revitalization our highest priority; Goal 2: We will discourage suburban sprawl; Goal 3: We will make compact, complete, and connected development the standard; Goal 4: We will grow a livable transportation network; and mixed consistency for Goal 6: We will create opportunities for affordable housing.

The Fayetteville Housing Assessment completed by City staff in October 2023 discusses the preservation of affordable housing and notes that "new supply should be carefully balanced with preserving existing affordable housing – housing that can be in prime areas for redevelopment due to growing land values compared to the declining value of aging structures." While staff acknowledges that any redevelopment of the subject area and associated demolitions would remove naturally occurring affordable housing units within the subject area, staff also acknowledges that the property owners are legally able to redevelop the subject area with new multifamily dwellings by right under the existing RMF-40 zoning district and that any redevelopment including uses permitted by right is not subject to discretionary approval by either the Planning Commission or City Council provided that all applicable city ordinances and development standards are met.

The area is designated as a City Neighborhood Area, which envisions a mixture of residential nonresidential uses of varying size, variety, and intensity. As noted, the subject area is approximately 900 feet northeast of the Fayetteville High School campus and approximately ¼ mile southeast of the University of Arkansas campus, which is designated as a special district by the 2040 growth map and described as "portions of the city that are historically or currently intended for more intensive commerce." The closest Tier Centers are located just over half a mile east at the historic downtown square (Tier 1) and approximately half a mile southeast at the intersection of W. Martin Luther King Jr. Blvd. and S. Nelson Hackett Blvd (Tier 3).

The infill score for this parcel is high, indicating the property could likely support a wide range of uses and additional density, particularly given the proximity of both the Fayetteville High School and the University of Arkansas campus. Staff also finds that allowing additional residential in proximity to major activity centers and close to both ORT and Razorback transit stops allows potential residents to use alternative transportation, helping to mitigate or reduce potential traffic impacts. Given that denying the rezoning request would not necessarily prevent redevelopment of the property by the new owners, staff finds that approval of the rezoning to MSC may lead to results that are more compatible with city goals than could be met under the existing zoning by allowing a greater number of additional residential units to be constructed while providing potential for a mix of commercial and residential uses.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging score of 12 for this site. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (8" Sewer Mains: W. Treadwell St., W. Putman St., and S. Duncan Ave.)
- Near Water Main (8" Water Main, W. Treadwell St. | 6" Water Main, W. Putman St and S. Duncan Ave. | 4" Water Main, S. Hill Ave.)
- Near Grocery Store (Walmart Neighborhood Market)
- Near Public School (Fayetteville High School)
- Near U of A Campus
- Near City Park (Lower Ramble)
- Near Paved Trail (Oakridge Trail, Razorback Greenway)
- Near ORT Bus Stop (Hillcrest Towers)
- Near Razorback Transit Bus Stop (S. Hill Ave on subject property)
- Appropriate Future Land Use
- Sufficient Intersection Density

DISCUSSION:

At the April 22, 2024, Planning Commission meeting, a vote of 8-1-0 forwarded the revised request of MSC, Main Street Center to City Council with a recommendation of approval. Commissioner Payne made the motion and Commissioner Cabe seconded. Commissioner Werner voted against the proposed rezoning, citing the removal of affordable housing units and potential displacement of residents. Commissioners voting in favor of the request cited the ability of the current property owners to redevelop the parcels by right under the existing RMF-40 zoning, proximity to campus, existing transit routes located on the property, and the provided Bill of Assurance. Several commissioners questioned what actions the city is legally able to take regarding protection for existing affordable housing units. Senior Assistant City Attorney Blake Pennington affirmed that cities in Arkansas are preempted by the state from passing ordinances regarding rent control or other tenant protections that exceed state standards. There was also discussion relating to potential improvements associated with the project, which staff confirmed would be determined with future development plans.

Five members of the public spoke at the meeting. One individual spoke in favor of the request, citing

compatibility with the adjacent neighborhoods. One individual questioned potential traffic impacts and improvements, whether the development would be fully student housing and if the existing residents could be provided housing within the new units. Staff affirmed that potential traffic impacts would be reviewed during development plans and that the city cannot require affordable housing units or provision of residential units for the existing residents. Another individual asked if a lower intensity district would still get the developer what they need. The applicant team noted the presence of a large transmission line on the south side of the block and the need to fully park the development on site. Two additional members of the public expressed opposition to the request, citing demolition of existing affordable units and dislocation of existing residents.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Exhibit C (#6), Planning Commission Staff Report (#7)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-57

RZN-2024-0018: Rezoning (SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE./SUBTEXT ACQUISITIONS, LLC. AND MODUS STUDIO, 522): Submitted by SUBTEXT ACQUISITIONS, LLC. AND MODUS STUDIO for property located at SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE in WARD 2. The property is zoned RMF-40, RESIDENTIAL MULTIFAMILY, 40 UNITS PER ACRE and contains approximately 2.9 acres. The request is to rezone the property to MSC, MAIN STREET CENTER subject to a bill of assurance.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-18 FOR APPROXIMATELY 2.9 ACRES LOCATED SOUTHWEST OF WEST TREADWELL STREET AND SOUTH HILL AVENUE IN WARD 2 FROM RMF-40, RESIDENTIAL MULTIFAMILY, 40 UNITS PER ACRE TO MSC, MAIN STREET CENTER, SUBJECT TO A BILL OF ASSURANCE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RMF-40, Residential Multifamily, 40 Units per Acre to MSC, Main Street Center, subject to a bill of assurance.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-57

Item ID

5/21/2024

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

Jonathan Curth	5/3/2024	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2024-0018: Rezoning (SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE./SUBTEXT ACQUISITIONS, LLC. AND MODUS STUDIO, 522): Submitted by SUBTEXT ACQUISITIONS, LLC. AND MODUS STUDIO for property located at SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE in WARD 2. The property is zoned RMF-40, RESIDENTIAL MULTIFAMILY, 40 UNITS PER ACRE and contains approximately 2.9 acres. The request is to rezone the property to MSC, MAIN STREET CENTER.

Budget Impact:

Account Number			Fund	
Project Number			Project Title	
Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

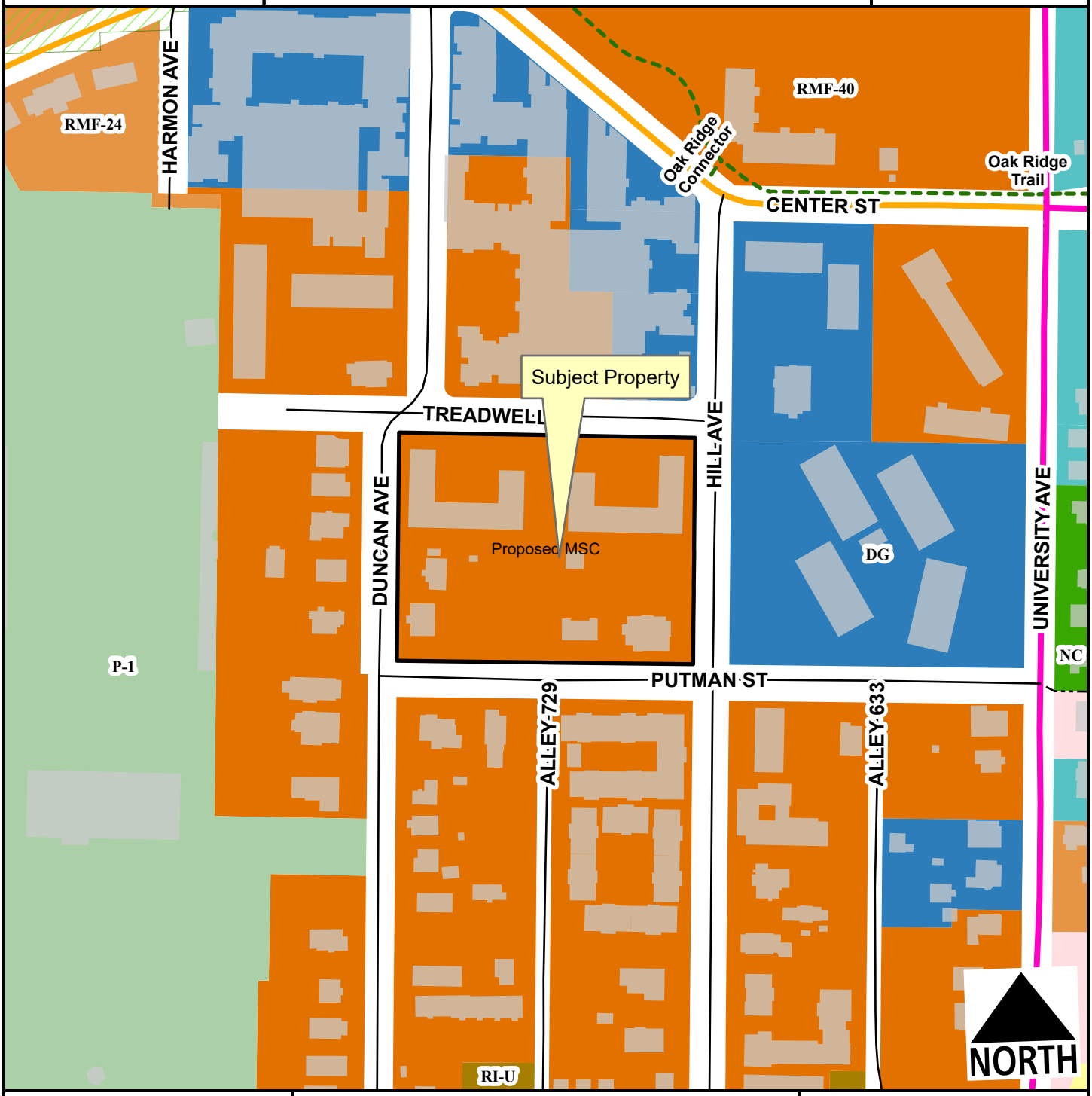
Comments:

RZN-2024-0018

Close Up View

707 W TREADWELL ST

EXHIBIT 'A'



- Neighborhood Link
- Urban Center
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
MSC	0.0	3.0
RMF-40	3.0	0.0

Total 3.0 ac

RZN-2024-0018
EXHIBIT 'B'

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AND IS DESCRIBED AS FOLLOWS:

PARCEL 765-04804-000:

LOTS 1, 2, 3, 10, 11, 12 AND THE NORTH FIVE (5) FEET OF LOT 4, ALL IN BLOCK 5 OF I. W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

PARCEL 765-04805-000:

FORTY-FIVE (45) FEET OF EQUAL AND UNIFORM WIDTH OFF THE SOUTH SIDE OF LOT 4 AND TEN (10) FEET OF EQUAL AND UNIFORM WIDTH OFF THE NORTH SIDE OF LOT 5 IN BLOCK 5 OF I. W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

PARCEL 765-04806-000:

THE SOUTH FORTY (40) FEET OF LOT 5 AND ALL OF LOT 6 IN BLOCK 5 OF I. W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

PARCEL 765-04807-000:

ONE HUNDRED TWENTY-SEVEN (127) FEET OFF THE EAST END OF LOTS 7, 8, 9 IN BLOCK 5 OF DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

PARCEL 765-04808-000:

THE WEST 81.48 FEET OF LOT 7, AND THE WEST 81.48 FEET OF THE SOUTH 25 FEET OF LOT 8, IN BLOCK 5, DUNCAN'S ADDITION, TO THE CITY OF FAYETTEVILLE, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4 AT PAGE 192, PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS. VD.

PARCEL 765-04809-000:

THE WEST 81.48 FEET OF LOT NINE (9) AND THE WEST 81.48 FEET OF THE NORTH 25 FEET OF LOT EIGHT (8) IN BLOCK FIVE (5) OF DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ACCORDING TO THE RECORDED PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

NOTE: ANY MENTION OF PARCEL NOS. ARE FOR INFORMATIONAL PURPOSES ONLY.

BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Subtext Acquisitions, LLC, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council.

1. The following uses shall not be permitted:

   Unit 17, Transportation trades and services;
   Unit 34, Liquor stores; and
   Unit 45, Small scale production

2. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, the undersigned, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

□
OWNER:

BRAWNER REAL ESTATE, LLC

Kim Brawner
By: Kim Brawner
Title:
Date: 4-23-2024
Address: 1687 N. Broadway Dr
Fayetteville, AR. 72703

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 24 day of April, 2024, appeared before me, Jami-Lynn Ballou, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

Jami-Lynn Ballou
NOTARY PUBLIC

My Commission Expires:

3.3.34

OFFICIAL SEAL
JAMI-LYNN BALLOU
NOTARY PUBLIC . ARKANSAS
WASHINGTON COUNTY
COMMISSION # 00000878
COMMISSION EXP 03/03/2034

OWNER:

KERR INVESTMENT COMPANY, LLC

Katherine Kerr Fawght
By: Katherine Kerr Fawght
Title: President
Date: 4-25-24
Address: mailing: PO Box 1083, Russellville AR 72811
Registered Agent: URS Agents INC. 96666 Olive Blvd. # 690, St. Louis MO 63132

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 25th day of April, 2024, appeared before me, Brandi Everette, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

Brandi Everette
NOTARY PUBLIC

My Commission Expires:
10/25/2027

STATE OF ARKANSAS NOTARY PUBLIC
BRANDI EVERETTE
MY COMMISSION # 12363189
EXPIRES: October 25, 2027
Yell County

OWNER:

98 DUNCAN, LLC

By: Marcus Nedessary
Title: President
Date: 4/26/2024
Address: 8505 W Pleasant Grove Rd
Bentonville, AR 72713

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 26 day of April, 2024, appeared before me, Lizbeth Chavez, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

NOTARY PUBLIC

My Commission Expires:

April 3, 2032.

STATE OF ARKANSAS NOTARY PUBLIC
LIZBETH CHAVEZ
MY COMMISSION # 12718552
EXPIRES: April 3, 2032
Benton County

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: April 22, 2024 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2024-0018: Rezoning (SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE./SUBTEXT ACQUISITIONS, LLC. AND MODUS STUDIO, 522):** Submitted by SUBTEXT ACQUISITIONS, LLC. AND MODUS STUDIO for property located at SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE. The property is zoned RMF-40, RESIDENTIAL MULTIFAMILY, 40 UNITS PER ACRE and contains approximately 2.9 acres. The request is to rezone the property to MSC, MAIN STREET CENTER.

RECOMMENDATION:
Staff recommends **RZN-2024-0018** be forwarded to the City Council with a recommendation for approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2024-0018** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject area is in central Fayetteville approximately 300 feet east of Harmon Field and 900 feet northeast of the Fayetteville High Schol. The subject area contains multiple parcels and is bound by W. Treadwell St. to the north, S. Hill Ave. to the west, W. Putnam St. to the south, and S. Duncan Ave. to the west. The subject area contains roughly 2.9 acres and is currently zoned RMF-40, Residential Multifamily, 40 Units per Acre. The property is currently developed with a range of uses, including apartments, single-family dwellings, and a largely undeveloped parcel with off-site parking. The existing structures were built between 1931 -1964. The property does not fall within any overlay districts or Master Plan areas. Surrounding land uses and zoning is depicted in *Table 1.*

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Residential Multifamily (Apartments)	RMF-40, Residential Multifamily, 40 Units per Acre DG, Downtown General
South	Residential Multifamily (Apartments) Single-Family Residential	RMF-40, Residential Multifamily, 40 Units per Acre
East	Residential Multifamily (Apartments)	DG, Downtown General
West	Single-Family Residential	RMF-40, Residential Multifamily, 40 Units per Acre

Request: The request is to rezone the property from RMF-40, Residential Multifamily, 40 Units per Acre to MSC, Main Street Center.

Public Comment: Staff has received multiple public comments. One member of the public requested additional information regarding the project and associated public hearing. One member of the public sent two separate emails expressing their opposition, citing potential destruction of affordable rental housing units with existing, long-term residents who will likely be displaced out of the city, the need for protections for existing residents and dwellings, increased housing costs for any new luxury units, out-of-state developers, potential development adjacent to the property by additional developers, the age of the existing apartments on the site, the need for the university to manage its student population and associated housing needs, and lack of mailed public notification documents to current residents of the affected property. The second email also included questions related to some of the stated goals of the 2040 Plan.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has frontage along four streets. W. Treadwell St. is a partially improved Residential Link with asphalt paving, curb & gutter, sidewalk along the north side, and no curb and gutter on the south side. S. Hill Ave. is a partially improved Residential Link with asphalt paving, curb & gutter, and sidewalks. W. Putman St. is a partially improved Residential Link with asphalt paving and open ditches. S. Duncan Ave. is a partially improved Residential Link with asphalt paving, partial curb and gutter, and sidewalk along the east side. Any street or drainage improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject area. An existing 8" water main is present on the north side of W. Treadwell St. Existing 6" water mains are available on the north side of W. Putman St. and the West side of South Duncan Avenue. An existing 4" water main is present on the east side of S. Hill Ave.

Sewer: Sanitary sewer is available to the subject area. Existing 8" sewer mains are present on the south side of W. Treadwell St., the south side of W. Putman St., and the west side of S. Duncan Ave.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 1, located at 303 W. Center St., protects this site. The property is located approximately 0.5 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department expressed no concerns with this request.

Drainage: No portion of the property is within a FEMA floodplain, the Hillside-Hilltop Overlay District or includes a protected stream. Additionally, no hydric soils are present.

Tree Preservation:

The proposed zoning district of MSC, Main Street Center requires **10% minimum canopy preservation.** The current zoning district of RMF-40, Residential

Multifamily, 40 Units per Acre requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood.**

City Neighborhoods are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging score of **12** for this site, with a weighted score of **15.5.** The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (8" Sewer Mains: W. Treadwell St., W. Putman St., and S. Duncan Ave.)
- Near Water Main (8" Water Main, W. Treadwell St. | 6" Water Main, W. Putman St and S. Duncan Ave. | 4" Water Main, S. Hill Ave.)
- Near Grocery Store (Walmart Neighborhood Market)
- Near Public School (Fayetteville High School)
- Near U of A Campus
- Near City Park (Lower Ramble)
- Near Paved Trail (Oakridge Trail, Razorback Greenway)
- Near ORT Bus Stop (Hillcrest Towers)
- Near Razorback Transit Bus Stop (S. Hill Ave on subject property)
- Appropriate Future Land Use
- Sufficient Intersection Density

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

   Finding: *Land Use Compatibility:* On the balance of considerations, staff finds the request to be compatible with the surrounding context. The property is primarily surrounded by large-size apartments with single-family dwellings located to the west adjacent to the Fayetteville High School campus. Additionally, the parcels within the subject area are currently developed with primarily multifamily dwellings. Based on a review of addresses, there are a total of 53 residential dwelling units currently within the subject area. The existing RMF-40 district would permit a maximum of 116 dwelling units on the 2.9-acre subject area with a maximum building height of 5 stories, while the proposed DG district has no density limitations with a maximum building height of 7 stories when located greater than 15 feet from the right-of-way. Staff finds that the existing buildings are between 60-93 years old and that no building permits aside from two HVAC renovations were found for the subject area that indicate renovations since

completion. No buildings within the subject area are listed in either the Federal or Arkansas Register of Historic Places. An analysis of each parcel's current development is included in a staff exhibit.

The subject area is partially bound by DG, Downtown General to both the north and east, which permits a mix of commercial and residential uses and structures up to 5 stories. The Atmosphere to the north is constructed with 5 stories. Eco Modern Flats to the east is constructed with three stories, though staff notes that the ground floor is located below street grade. Additional apartments to the south were constructed at two stories. Staff finds that the greater height permitted by MSC is not likely to negatively affect the surroundings given these abutting multi-story apartments and the district's limit of building height to 5 stories when within 0'-15' of the property line with 7 stories only permitted further from the ROW. Further, a large block of MSC is located approximately 500 feet to the east.

While rezoning from RMF-40 to MSC will remove the current density limitation of 40 units per acre, staff finds that the request is not likely to create development that is incompatible with the surroundings given that the other city requirements such as parking lot design standards and ratios, tree preservation, and drainage. A bill of assurances has been provided with the rezone to limit potentially incompatible uses, including Use Unit 17: Transportation Trades and Services, Use Unit 34: Liquor Stores, and Use Unit 45: Small Scale Production. Staff finds that rezoning to a mixed-use district would create the possibility of compatible development and that additional commercial uses could also serve the high density of existing residents within the immediate proximity as well as students and faculty of the adjacent high school.

Land Use Plan Analysis: **On the balance of considerations, staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. Given the walkable location of the request and potential for mixed-use development, staff finds the request to be consistent with the following City Plan 2040 Goals: Goal 1: We will make appropriate infill and revitalization our highest priority; Goal 2: We will discourage suburban sprawl; Goal 3: We will make compact, complete, and connected development the standard; Goal 4: We will grow a livable transportation network; and Goal 6: We will create opportunities for affordable housing.**

The Fayetteville Housing Assessment completed by City staff in October 2023 discusses the preservation of affordable housing and notes that "new supply should be carefully balanced with preserving existing affordable housing – housing that can be in prime areas for redevelopment due to growing land values compared to the declining value of aging structures." While staff acknowledges that any redevelopment of the subject area and associated demolitions would remove naturally occurring affordable housing units within the subject area, staff also acknowledges that the property owners are legally able to redevelop the subject area with new multifamily dwellings by right under the existing Residential Multifamily, 40 Units per Acre (RMF-40) zoning district and that any redevelopment which

includes only uses permitted by right is not subject to discretionary approval by either the Planning Commission or City Council provided that all applicable city ordinances and development standards are met.

The area is designated as a City Neighborhood Area, which recommends that commercial uses would have a residential component and vary in size, variety and intensity. The subject area is approximately 500 feet east of the Fayetteville High School campus and approximately ¼ mile east of the University of Arkansas campus, which is designated as a special district by the 2040 growth map and described as "portions of the city that are historically or currently intended for more intensive commerce." The closest Tier Centers are located just over half a mile east at the historic downtown square (Tier 1) and approximately half a mile southeast at the intersection of W. Martin Luther King Jr. Blvd. and S. Nelson Hackett Blvd (Tier 3).

The infill score for this parcel is high, with a weighted score of 15.5, indicating the property could likely support a wide range of uses and additional density, particularly given the close proximity of both the Fayetteville High School and University of Arkansas campus. Staff also finds that allowing additional residential in close proximity to major traffic drivers and within close proximity to both ORT and Razorback transit stops could allow for residents to use alternative transportation options such as walking, biking, or utilizing transit to these institutions, helping to mitigate or reduce potential traffic impacts. Given that denying the rezoning request would not necessarily prevent redevelopment of the property by the new owners, staff finds that approval of the rezoning to MSC may lead to results that are more compatible with city goals than could be met under the existing zoning by allowing a greater number of additional residential units to be constructed while providing potential for a mix of commercial and residential uses.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **On the balance, staff finds the proposed zoning is justified and necessary at this time. While any redevelopment of these parcels could negatively impact existing affordable housing stock, staff notes that the property owners could legally redevelop the parcels with new multifamily dwellings by right under the existing zoning district. The proposed zoning of MSC could permit a mixed-use development with higher density allowances in an area with a weighted infill score of 15.5 where only residential uses are currently permitted by right under RMF-40.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **A rezoning from RMF-40 to MSC has the potential to increase traffic at this location when considering that MSC would allow for more dense development than the existing zoning which has a stated density limitation. The lots under consideration have direct access to public streets and staff finds that given the property's location on a transit route close to the university and the Fayetteville High School campus, many trips have the**

capacity to be completed through alternative transportation such as walking, biking, or transit. Any necessary street improvements and potential traffic impacts would be determined at the time of development.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, the property is in close proximity to public streets and existing water and sewer mains. Any necessary upgrades or improvements to existing infrastructure would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0018 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: April 22, 2024 ❒ **Tabled** ☒ **Forwarded** ❒ **Denied**

Motion: PAYNE FORWARD TO CITY COUNCIL WITH A RECOMMENDATION OF APPROVAL

Second: CABE

Vote: 8-1-0 (BRINK OPPOSED)

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:
  - §161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre
  - §161.27 Main Street/Center
- Applicant Request Letter
- Proposed Bill of Assurance
- Staff Exhibit
  - Current Development
  - Fayetteville Housing Assessment Excerpts
  - Active Transportation Plan Excerpts and Map
  - Proximity to Tier Center Exhibit
  - City Plan 2040 Excerpts
  - Climate Action Plan Presentation Excerpts
  - Traffic Accidents Exhibits
- Public Comment
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	Forty (40) or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	30 feet
Two (2) family	30 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	2,500 square feet
Two (2) family	3,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit*.

Manufactured Home	3,000 square feet
Fraternity of Sorority	500 square feet per resident

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 8, 9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21; Ord. No. 6658 , §7(Exh. F), 5-2-23)

Editor's note(s)—Ord. No. 6710 , §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.27 Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 75% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*

* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5042, 8-07-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6710 , §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

Submission #1: March 13, 2024
Submission #2: April 3, 2024

City of Fayetteville Development Services
125 West Mountain Street
Fayetteville, AR 72701

RE: VERVE Fayetteville – Rezoning Application

To whom it may concern,

We are pleased to submit our rezoning application associated with VERVE Fayetteville. The approximately 2.9-acre project site (the "Property) is generally located at W. Treadwell Street and S. Hill Avenue and includes 707 W. Treadwell Street, 191 S. Hill Avenue, and 92 and 98 S. Duncan Avenue (Figure 1 and Figure 2).

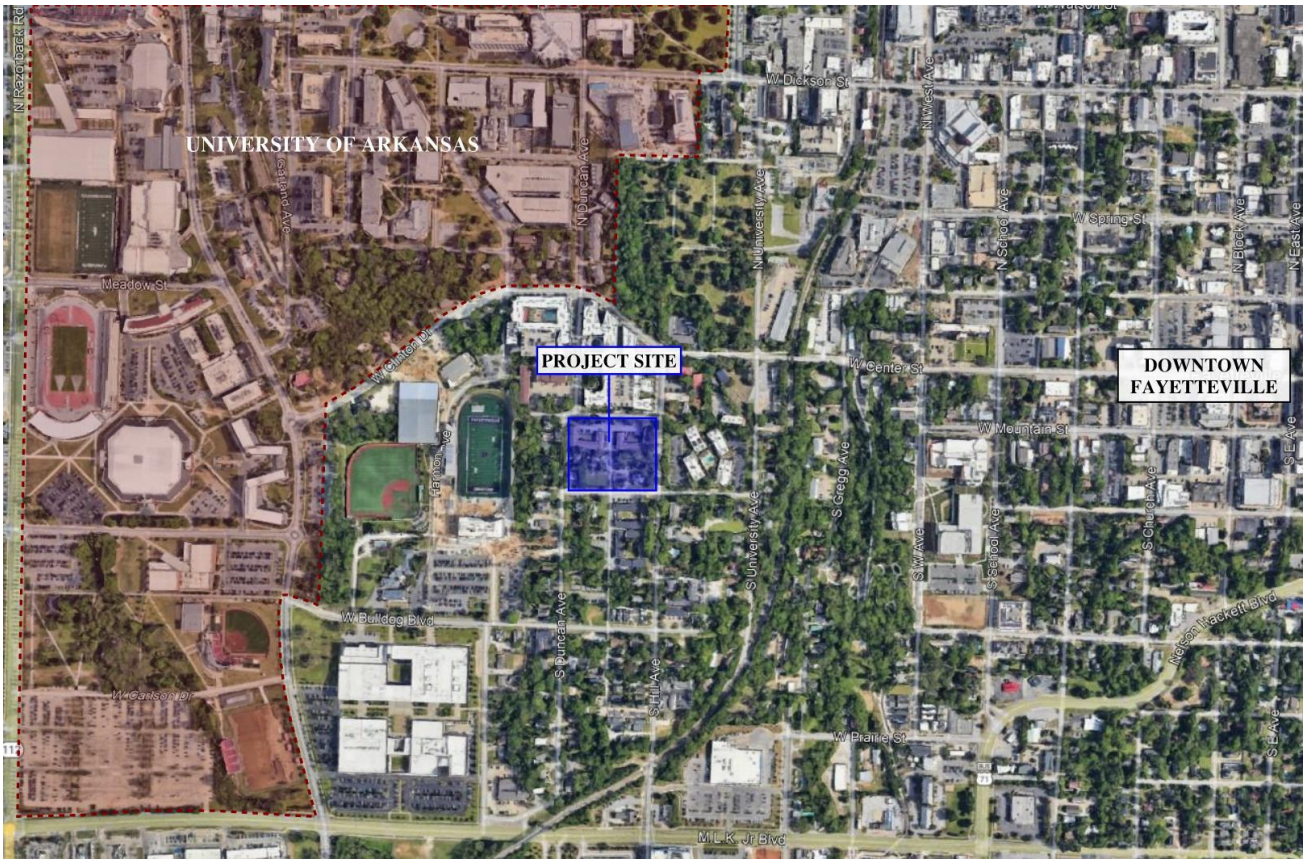


Figure 1, Location Map

Figure 2, Property

The Property is currently zoned RMF-40 (Residential Multi-family – Forty 40 Units per Acre) and is designated by the City Plan 2040 as City Neighborhood Area. The Property is subject to approximately 15-feet of grade change and a significant power transmission line easement that reduces the useable area by approximately 0.28-acres. We are proposing to rezone the Property to MSC (Main Street Center), with a Bill of Assurances, to allow for building forms and densities consistent with the Future Land Use and to further the goals of the City Plan 2040. The additional building height permitted by MSC will allow for some taller portions of the structure, located away from the edge of the right-of-way, to accommodate the needs of the project and which could not be achieved through other districts such as Downtown General.

Compatibility with Neighboring Property.

The neighboring properties are zoned Residential Multi-Family and Downtown General, with Main Street Center and Residential Office zonings located nearby along S. University Avenue. The neighboring properties to the North and East are currently high-density multi-family communities, and the neighboring properties to the South and West are currently multi-family and single-family.

The allowed uses under MSC, as modified by the Bill of Assurances, and building forms generally align with those allowed under the adjacent DG districts (Figure 3). DG would provide all uses being sought for this project except for the allowance of the additional height, therefore this submission is purposefully providing the Bill of Assurances to tailor the compatible development with the stories allowed under MSC. The additional uses that would be permitted on the Property, such as shopping, offices, and cafes, can promote a mixed-use, live-work environment for the neighboring residential uses.

Compatibility with City Plan 2040.

The proposed rezoning will allow for infill development promoting multi-modal transportation, utilization of existing infrastructure, and increased density near Fayetteville's employment and civic hubs. We believe that the proposed rezoning furthers the following City Plan 2040 Goals and Objectives:

Goal 1 *– We will make appropriate infill and revitalization our highest priority.*

Goal 1 Objective: *Recognize the benefits and cost savings of utility and road infrastructure that already exists in the core of the city.*

The proposed rezoning will support development that utilizes, and may improve, existing utility and road infrastructure in a core location.

Goal 1 Objective: *Promote the densest development around logical future transit stops.*

There is currently a Razorback Transit Stop at the Property, and it is within 0.5-miles of a Fayetteville ORT stop (Hillcrest Towers). The proposed rezoning will support density located nearby and promoting alternative transit.

Goal 1 Objective: *Encourage new development that supports and compliments the unique characteristics and economic values of employment clusters in and around downtown and the U of A.*

The proposed rezoning will support additional housing in a central location, promoting walkability, alternative transit, and convenient access to the businesses and services within Fayetteville's urban core.

Goal 2 *– We will discourage suburban sprawl.*

The proposed rezoning will support development that is compact and efficient, utilizes and improves existing infrastructure, and promotes walkability and the use of alternative transit methods.

Goal 3 *– We will make compact, complete, and connected development the standard.*

Goal 3 Objective: *Require new growth that results in neighborhoods, districts and corridors that are compact, complete, and connected.*

The proposed rezoning will support development which improves pedestrian and bicycle infrastructure and creates an active and engaging streetscape environment.

Goal 3 Objective: *Prepare a transit-worthy community: increase density in highly walkable areas along logical future transit routes and anticipate rail, street cars and other alternative transit modes.*

The proposed rezoning will support development in a location that is adjacent to alternative transit and is pedestrian to education centers, grocery stores, restaurants, shopping, parks, trails, and more.

Infill Assessment.

The Property has an Infill Prioritization Score of 12 (Figure 3). There are existing water and sewer mains on multiple sides of the Property. It is within 0.5-miles of a grocery store (Walmart Neighborhood Market located on MLK Jr Boulevard). It is directly adjacent to a public school (Fayetteville High School) and one block away from the University of Arkansas campus. It is within 0.5-miles of several parks and trails (Fay Jones Woods, Frisco Trail, Oak Ridge Trail, and more). There is a Razorback Transit Stop at the Property, and it is within 0.5-miles of a Fayetteville ORT stop (Hillcrest Towers).

Figure 3, Infill Assessment

Master Street Plan.

To Property is one block away from streets designated as Neighborhood Link (Center Street) and Downtown/Urban (S. University Avenue). These typologies are intended to promote high-quality and comfortable realms for pedestrians and cyclists through low-speed zones, wider sidewalks, landscape buffer zones, and dedicated bicycle facilities.

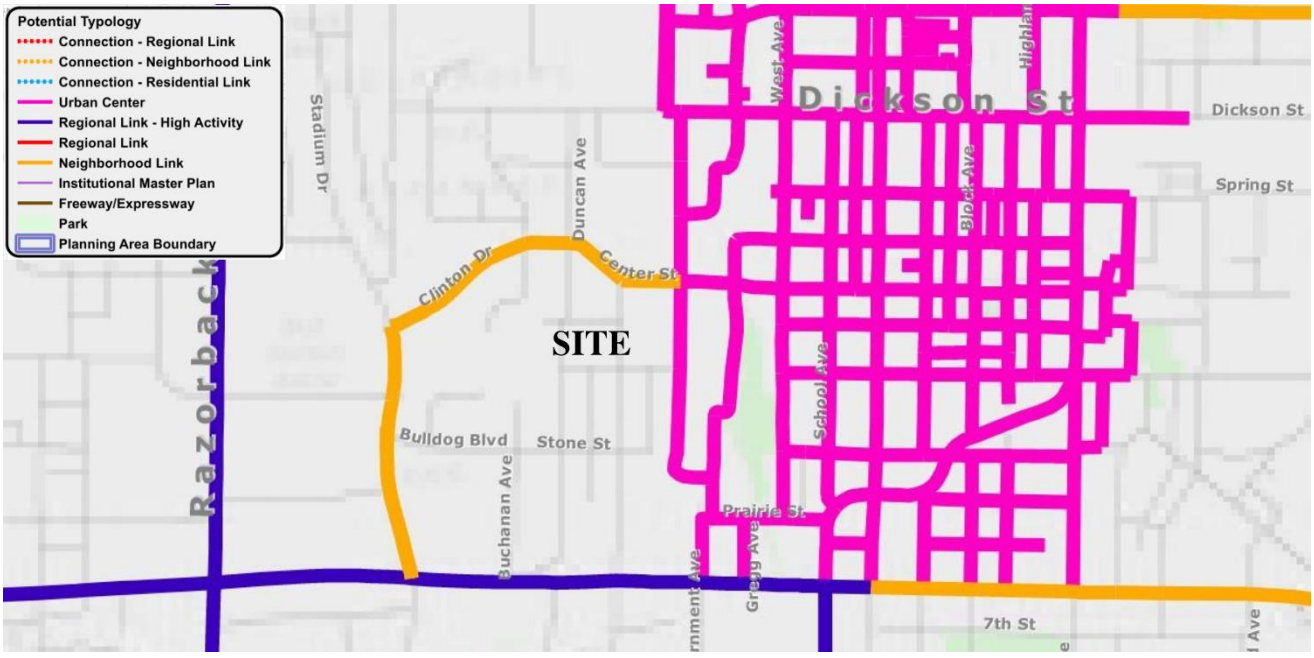


Figure 4, Master Street Plan

Active Transportation Plan.

The Active Transportation Plan proposes a future on-street bicycle facility at the Property. Future development of the Property would allow for an on-street bicycle facility to be constructed for future connection by neighboring properties or the City of Fayetteville.

Figure 5, Active Transportation Plan

Thank you in advance for your consideration and support of this compatible rezoning. We look forward to working with the City of Fayetteville to plan a quality project of which we can all be proud and further the smart growth of Fayetteville by densifying in an appropriate location adjacent to the University of Arkansas, to provide quality housing.

Sincerely,

Dylan Lambur

Dylan Lambur

Development Manager

Subtext

BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Subtext Acquisitions, LLC, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas**.** The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council.

1. The following uses shall not be permitted:

   Unit 17, Transportation trades and services;

   Unit 34, Liquor stores; and

   Unit 45, Small scale production

2. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, _____, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

_____ _____

Date Printed Name

_____

_____ _____

Address Signature

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the _____ day of _____, 20___, appeared before me, _____, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

_____

NOTARY PUBLIC

My Commission Expires:

_____

STAFF EXHIBIT
CURRENT DEVELOPMENT

PID: 765-04804-000: Summit Terrace Apartments. Forty (40) residential units within two buildings constructed in 1964. One permit for HVAC renovation in 2023. No additional building permits found for structures.

PID 765-04089-000: One single-family residence constructed in 1936. Multiple code violations for health and sanitation (Two in 2016, One in 2020).

PID 765-04808-000: Five residential dwellings constructed in 1940. Multiple code violations for health and sanitation (Two in 2009, one in 2010, one in 2020).

PID 765-04807-000: No primary structures.

PID 765-04806-000: Two-family dwelling constructed in 1931. Four-family dwelling constructed in 1951. One permit for HVAC renovation in 2022. No additional building permits found for structures.

PID 765-04805-000: Single-family dwelling constructed prior to 1980 (first year building is visible on aerial). No building listed in Washington County Assessor.

Policy Options for the Future

This assessment does not propose that the solution to housing affordability is to rezone the entirety of Fayetteville to RMF–24 zoning. Similarly, zoning is not the only solution to high and growing housing costs. Policy choices can, however, focus on adding housing density in strategic places to take advantage of existing infrastructure in high intensity areas that don't currently allow for housing. When combined with existing services, infrastructure, and amenities, these housing units can provide a number of benefits, including reducing vehicle trips. Fayetteville's City Plan 2040, the comprehensive plan adopted in 2020, includes several options for additional housing density in core areas that are already high intensity and offer close access to services.

Staff in the City of Fayetteville's Long Range Planning and Sustainability divisions worked with University of Arkansas graduate students in the Master of Public Administration program in the spring semester of 2023 to analyze three scenarios for single–family housing. The students produced a report at the end of the semester that aimed to identify the most effective zoning policy to increase single family residential density in Fayetteville. The three scenarios explored were a baseline analysis of maintaining the zoning status quo; rezoning all residential single–family zones to the RSF–8 zoning district; and allowing duplex, triplex, and fourplex construction by right in all current single–family zoning districts. Based on their analysis, the students recommended the third option, writing, "Increased housing diversity has the greatest net social benefit for Fayetteville. In addition to having the greatest potential for increased housing supply, this policy is the most efficient and equitable. Overall, creating the option for multifamily unit construction by right provides the strongest policy for Fayetteville's future growth." Although the report focused on single–family zoning, the lessons learned and the main point — that creating the option for multi–unit housing by right is the strongest policy for Fayetteville's future growth — align with the planning work and master plan documents/corridor planning that Fayetteville has been engaged in for the last several years.

Prior to the onset of the COVID–19 pandemic the City of Fayetteville was engaged in writing and implementing two key plans that set a priority for both housing and a high–quality urban environment. City Plan 2040 was adopted only months prior to the pandemic–related closure of city offices and the quick adjustment to online meetings and engagement. Several plan implementation steps were paused for about two years while community health and safety were prioritized, and the city is now moving forward again to engage with the community to address the challenges that arose just prior to and during the pandemic that are the impetus to bring the implementation actions from these adopted plans back into the spotlight.

Long Range Plan Implementation

Fayetteville's City Plan 2040 was written to support the city's six goals:

1. **We Will Make Appropriate Infill and Revitalization Our Highest Priority.**
2. **We Will Discourage Suburban Sprawl.**
3. **We Will Make Compact, Complete, and Connected Development the Standard.**
4. **We Will Grow A Livable Transportation Network.**
5. **We Will Assemble An Enduring Green Network.**
6. **We Will Create Opportunities for Attainable Housing.**

All six goals have short–term, long–term, and ongoing "benchmarks," or action items to implement the adopted plan. Page 47 of the plan lists the short–term benchmarks, or action items meant to be accomplished between 2019 and 2025. Although plan implementation has been somewhat delayed by the COVID–19 pandemic, 8 of the 25 short–term benchmarks are not yet underway but are directly related to the city's role in responding to population growth and increasing housing supply, and that the Fayetteville City Council could consider prioritizing (City Plan 2040 associated goals and current status listed in parentheses):

- Develop internal processes to align funding, development and planning of city infrastructure with the goals of City Plan 2040. (Goal 1 & 2; ongoing with streamlined permitting and new software)

- Identify existing properties that are vacant or prime for redevelopment and initiate form–based rezoning discussions with property owners. (Goal 1, 2, & 3; ready to begin with 71B rezoning)
- Evaluate development thresholds based on quantitative metrics such as building form, not building type, and the encouragement of missing middle housing. (Goal 1, 2, 3, and 6; ongoing)
- Evaluate conditional use permit vs. use–by–right for appropriate infill. (Goal 1; ongoing)
- Identify gaps in affordability throughout the city and set numerical targets for housing that is affordable to a variety of households, including workforce, supportive, low income, families with children, and senior housing. (Goal 1, 3, 4, & 6; initiated with this analysis)
- Promote long–term affordability by targeting the use of public funds for the lowest income households, including those who are homeless, at risk of homelessness, or who have other special needs. (Goal 6; ongoing with federal HOME and American Rescue Plan Act funds)
- Examine potential regulatory barriers and policies that impede the provision of household affordability, including: infrastructure costs, the costs and benefits of development ordinances on housing development, and how the City's fees and requirements impact the cost of living for households in Fayetteville. (Goal 1 & 6; development fee study underway)
- Identify opportunities for the creation of affordable housing on publicly–owned land and develop partnerships with developers to provide flexible, affordable work space and housing. (Goal 6; initial discussions and review of potential projects underway)

Long–term benchmarks (more than five years from plan adoption) that are directly related to housing but not yet underway are:

- Evaluate the development and implementation of a tiered impact fee system. (Goals 1 & 2; not yet begun)
- Evaluate existing street design speed, operating speed and posted speed limits, to ensure that each is appropriate based on the roadway design and context of the surrounding environment. (Goal 4; ongoing with speed limit review and traffic calming procedures in residential neighborhoods)
- Create a complete neighborhood or street corridor plan every other year utilizing a charrette process and analyze water and sewer capacity to identify opportunities or limitations for development. (Goal 1, 4, & 6; not yet begun)

Ongoing benchmarks should also be highlighted here given the pause in plan implementation, as some may need to be prioritized for action:

- Support rezoning proposals that result in increased density around logical future transit stops, rail corridors and major transportation corridors. Recommendations should generally align with the Growth Concept Map. (Goal 4)
- Support development and redevelopment opportunities along the existing rail line. (Goal 4)
- Support and implement the goals, strategies and actions of the transformational 71B Corridor plan. (Goal 1, 2, & 4)
- Implement and utilize the Growth Concept Map to strategically incentivize the development of Tier–1, Tier–2, and Tier–3 commercial and mixed–use nodes along major corridors and as neighborhood centers. (Goal 1, 2, 3, 4, 5, & 6)
- Support the creation of a "real–time" database of available affordable housing units, services, resources, and incentives to strengthen the process of connecting qualified buyers and renters with affordable housing to comprehensively lower monthly household expenses. (Goal 6)
- Promote long–term affordability by developing new goals, targets, and strategies to promote the distribution of affordable housing in all parts of the city, including incentives for affordable housing in new developments and for the preservation of existing rental units. (Goal 6)

The remaining benchmarks do not have to be approached separately, but could instead be pulled together in a complete approach to developing housing solutions, particularly in areas of the city that have been identified as best able to support dense housing along major corridors and in places that support a mix of

housing and commercial development, such as Fayetteville's downtown area. As an example of the potential for a cohesive approach to plan implementation, three of the items listed in the ongoing benchmarks are closely tied together and could be approached as a single project. Supporting zoning proposals around major transportation corridors, supporting and implementing the goals, strategies and actions of the 71B Corridor Plan, and implementing and utilizing the Growth Concept Map on pages 13–16 of the plan document could all come together with a city–initiated project to rezone property along the 71B corridor (College Avenue, Nelson Hackett Boulevard, and South School Avenue) to allow for housing on properties that have extensive existing infrastructure, are located along a major transportation corridor that is already scheduled for additional investment to support development and alternative transportation, and that have limited proximity to existing residential neighborhoods. Additionally, there are multiple tier centers along this route that could be incorporated as part of the implementation of the growth concept map, furthering plan implementation in the same project.

Preserve Existing Affordable Housing

Table 3 on page 20 of this assessment showed current average monthly rents for new apartments, with average rent for a two bedroom apartment just over $1,400 per month. Table 4 on the same page showed that affordable housing costs for the median household income in Fayetteville should not exceed $1,325 per month, which includes utilities and insurance costs. Current rents for newly constructed housing units are above affordable costs for at least half of Fayetteville households, and building new housing units does not provide a successful solution if the new units are at the cost of losing existing affordable housing.

In 2019 the City of San Antonio, Texas, engaged the firm PlaceEconomics to assess the risks to older and existing affordable housing stock as the city experienced rapid population growth and redevelopment. The results of this assessment, published as the report *Opportunity at Risk*,[13] were a caution against the assumption that newly constructed housing is the best way to achieve affordable housing goals. Some of the context of the 2019 report presented in the Executive Summary would be familiar to Fayetteville today:

- One in three San Antonio households is spending more than 30 percent of their income on housing and nearly half of all renters meet this "cost burdened" threshold.
- Over the last decade, while median household income increased 1.9% per year, housing prices increased at 4.7% per year.
- While San Antonio is experiencing greater than national average growth in jobs and housing, most of the new homes are large and expensive, and much of the job growth is in lower wage jobs.
- The existing pre–1960 housing stock is providing largely unsubsidized and unprotected affordable housing.
- Single family, renter–occupied structures in fair and poor condition are the most at–risk of demolition.

The main takeaway of the report is clear and succinct: "A city cannot build itself out of a housing crisis — the retention of existing housing stock is critical." Additionally, the report claimed three demonstrable premises:

1. One cannot build new and rent or sell cheap without subsidy.
2. Almost by definition when a unit of older housing is razed, a unit of affordable housing is lost forever.
3. Existing affordable housing programs — as useful and successful as they may be — must be realigned to address older housing stock.

The conclusion provided a caution to other rapidly growing cities facing housing affordability challenges:

[13] Report available at sanantonio.gov/Portals/0/Files/HistoricPreservation/CurrentProjects/AffordableHousing/OpportunityAtRisk–Report.pdf

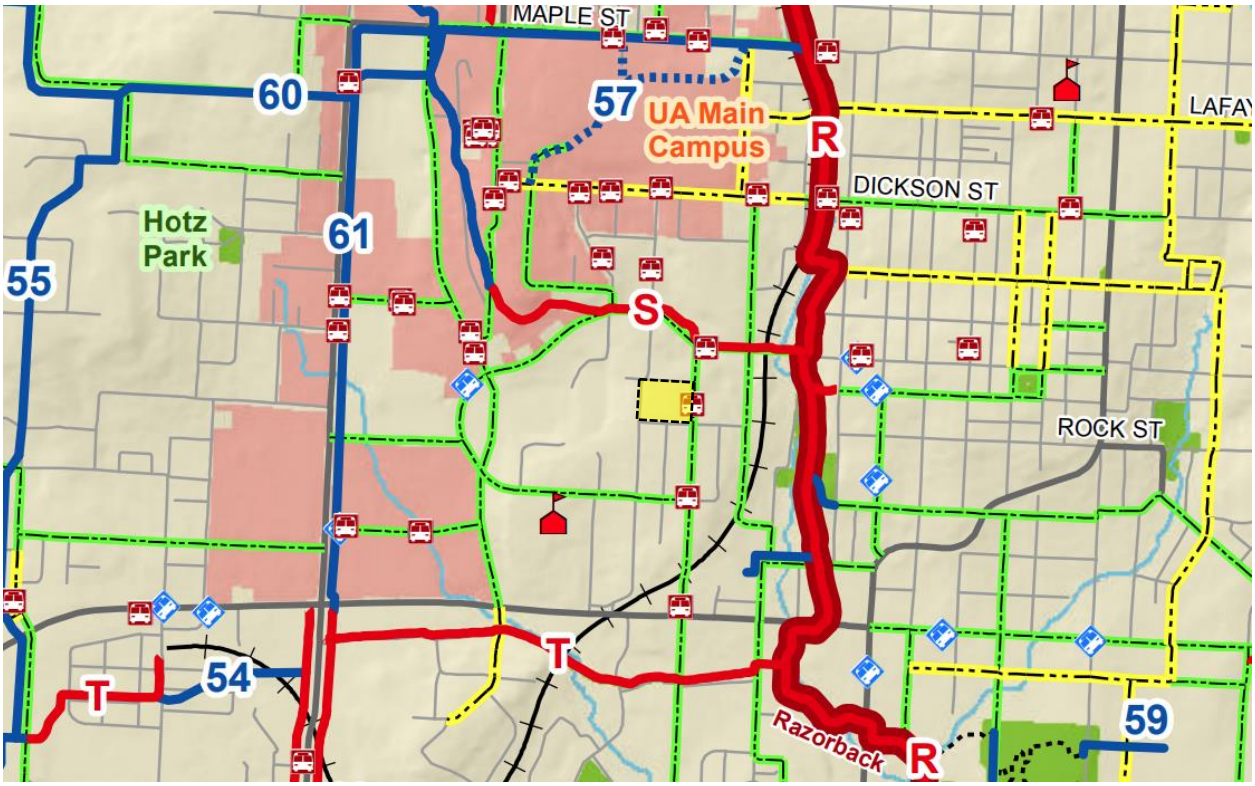
"Until the City of San Antonio can put new programs and policies into place, to reach the goal that the "average San Antonio family can afford to buy a home," the data illustrates that San Antonio is systematically razing housing that is affordable and building housing that is not." As Fayetteville looks to add housing units to supply, it is worth noting that new supply should be carefully balanced with preserving existing affordable housing — housing that can be in areas prime for redevelopment due to growing land values compared to declining value of aging structures.

Programs that provide assistance to low income households to help residents stay in their homes are a key part of preserving existing affordable housing. The City of Fayetteville's Community Resources Department completed home repair and rehabilitation projects for eighteen housing units and thirty–two residents in 2022 with funding from federal Community Development Block Grants (CDBG). The CDBG Program supports community development activities to build stronger and more resilient communities. To support community development, activities are identified through an ongoing process. Activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, public services, clearance/acquisition, microenterprise assistance, code enforcement, homeowner assistance, etc.[14] The 2022 housing program projects in Fayetteville included roof repair, replacement and installation of heating and cooling equipment, repairs of holes in floors, new plumbing fixtures, new flooring, new windows, and plumbing repairs.

As of this assessment in 2023, the Community Resources Department has supported thirteen projects and eighteen residents with repair work that has included drywall repair, new roofs, new windows, new plumbing fixtures, basement remediation, and new plumbing fixtures. Total project costs for 2023 currently total $118,365 with an average project cost of $9,105. Participation in the CDBG program and accessing federal home repair funds will continue to be an important tool for preserving affordable housing for residents and keeping families in their homes.

[14] hudexchange.info/programs/cdbg/

STAFF EXHIBIT: ACTIVE TRANSPORTATION PLAN EXCERPTS



Active Transportation Plan

- Proposed Shared-Use Paved Trail
- Proposed U of A Campus Connections
- Proposed On-Street Bicycle Facility

Existing Trails

- Shared-Use Paved Trail
- Nature Trail
- Neighborhood/Park Trail
- On-Street Bicycle Facility

- Park
- Lake
- Stream
- School
- Fayetteville City Limits
- Razorback Transit Bus Stop
- Ozark Regional Transit Bus Stop
- Street (Major)
- Street
- Railroad

PLAN VISION AND GOALS
goals

ACTIVE TRANSPORTATION PLAN
plan vision and goals

PLAN VISION

The Active Transportation Plan (ATP) has been developed through numerous planning and visioning exercises both locally and region wide. The ATP proposes to consolidate and summarize all of the various alternative transportation planning processes, policies and programs with the following vision statement: "Fayetteville endeavors to develop and promote an interconnected and universally accessible network of sidewalks, trails and on-street bicycle facilities that encourage citizens to use active/non-motorized modes of transportation to safely and efficiently reach any destination."

1. ENDEAVOR TO CREATE AN INCLUSIVE MULTI-MODAL TRANSPORTATION SYSTEM.
2. WORK TO BUILD A TRAIL CONNECTION WITHIN ONE HALF MILE OF EVERY RESIDENCE.
3. INCREASE THE ACTIVE TRANSPORTATION COMMUTING MODE SHARE FROM 7.5% TO 15% BY 2020.
4. IDENTIFY AND CORRECT MISSING BICYCLE AND PEDESTRIAN LINKAGES.
5. PARTNER WITH ADVOCATES TO ADDRESS BICYCLE AND PEDESTRIAN NEEDS.
6. EARN BICYCLE FRIENDLY COMMUNITY DESIGNATION OF SILVER BY 2017.

STAFF EXHIBIT: PROXIMITY TO TIER CENTERS (CITY PLAN 2040)

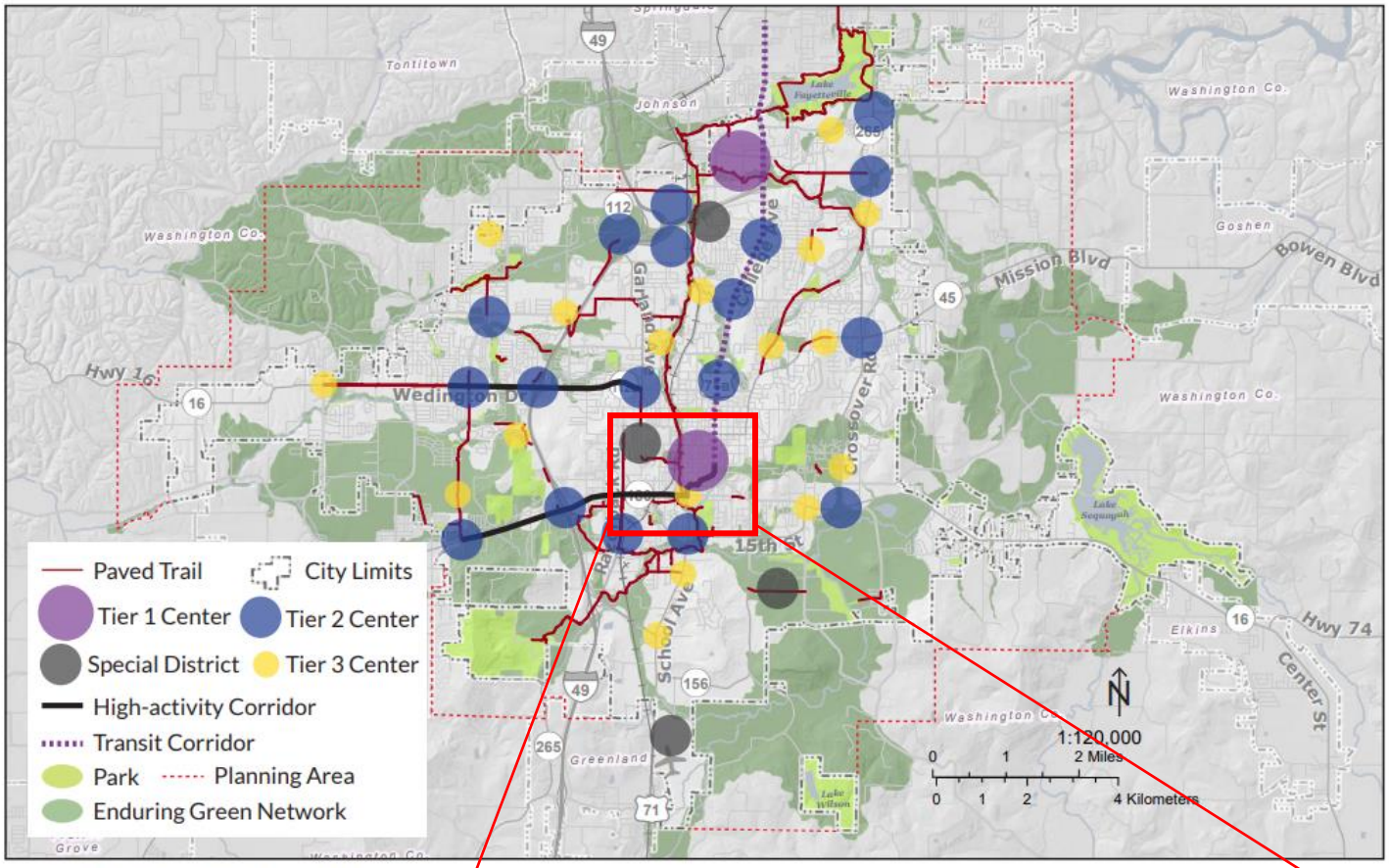
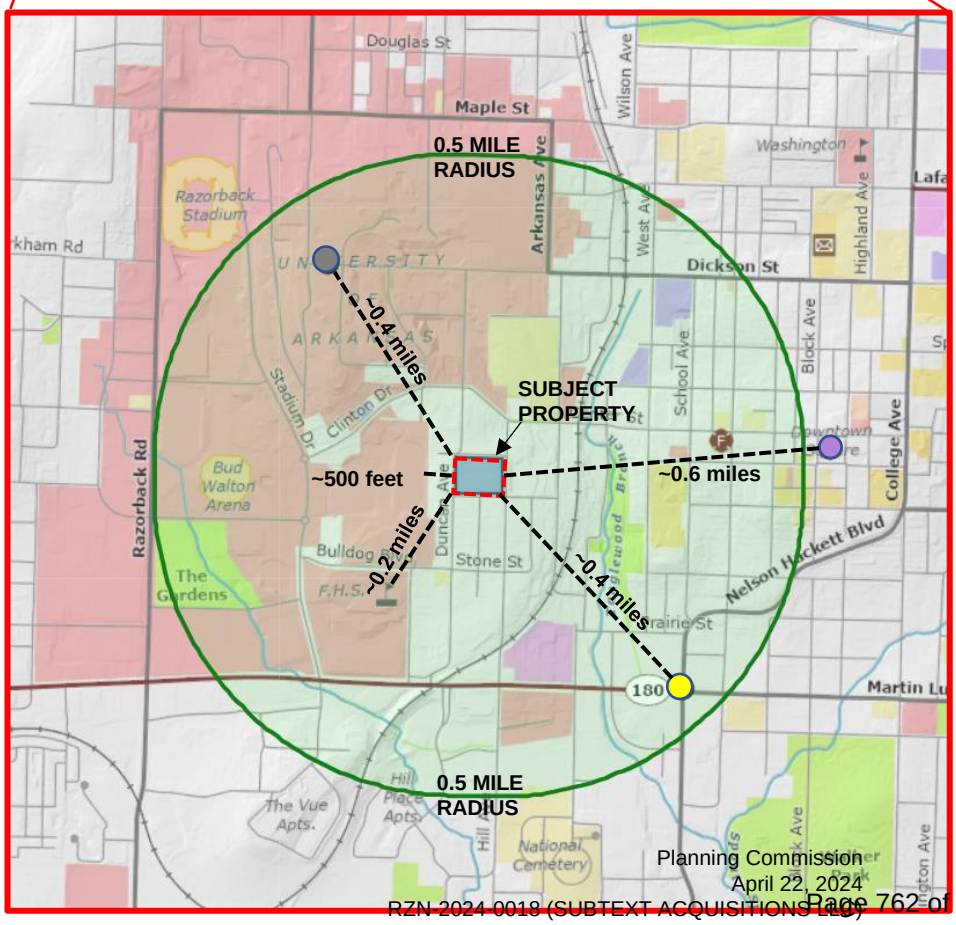


Figure 2.0 - Growth Concept Map



3.1.4 *Promote the densest development around logical future transit stops.*

For transit to be utilized and cost effective requires density; density of residences, jobs, commercial areas and other destinations. The University of Arkansas Razorback Transit is well used in areas of the city close to campus where many students live and study. On the other hand, Ozark Regional Transit serves areas of Northwest Arkansas that may not be particularly dense or have high employment numbers. The lack of density challenges the cost effectiveness of transit and the real or perceived convenience of utilizing transit for commuting and day-to-day transportation needs for residents. One of the things that the City can do is to encourage redevelopment of College Avenue to increase residential density and commercial intensity. The 71B College Avenue Corridor Plan envisions this arterial roadway to transform incrementally over time into a mixed-use urban thoroughfare that would provide transit operators with more "capture", thereby becoming more cost effective and increasing customer convenience with more frequent buses. Logical transit stops city-wide should be planned and developed in accordance with the tiered activity centers identified on the Growth Concept Map. Ultimately, transit can make housing more affordable for Fayetteville residents by freeing up money typically encumbered by transportation expenses in household budgets.

3.1.5 *Reinvest in parks, streets, and civic buildings within the heart of the city.*

The tree-lined streets, parks, and historic civic buildings found in Fayetteville's older neighborhoods greatly contribute to the unique community character and high quality of life that residents treasure. Preservation of our tree-lined streets and parks and adaptive reuse of our historic civic buildings will maintain the community cultural identity. The City should continue to utilize the Enduring Green Network map to identify and preserve high-value open spaces that help to create an interconnected green network throughout the community.

3.1.6 *Encourage historic preservation and adaptive re-use of buildings.*

Historic preservation is crucial in retaining a community's character, identity, and evolutions. Preservation and restoration can be an effective tool for economic development and revitalization, achieving urban sustainability through reducing waste and emissions, and maintaining property values. Recent calculations indicate that it takes 35 to 50 years for a new energy efficient building to save the amount of energy lost in demolishing an existing building (National Trust for Historic Preservation).

Photo 3.4 - Walker-Stone House

Photo 3.5 - Former Public library

Photo 3.6 - Historic County Courthouse and Center Street

3.1.8 *Encourage new development that supports and compliments the unique characteristics and economic values of employment clusters in and around downtown, the U of A, the north end, the rail corridor, Drake Field and the Industrial Park.*

There are two emerging central places in Fayetteville that contain a mixture of residential and commercial land uses, alternative transportation linkages, and employment centers in proximity to each other. At a neighborhood scale, this mixture of uses is often described as a "complete, compact and connected" place. The downtown/university area of the central city is rapidly redeveloping with residential and commercial activities and the uptown area is filling-in with medium-density residential to complement some of the existing commercial and office uses. Both districts have street network needs that should be addressed to encourage the efficient use of land and transportation improvements for each are described as recommendations in the Fayetteville Mobility Plan.

The Infill Assessment Map tool that staff developed as part of this plan update provides a general locational framework for identifying parcels and areas that have proximity to existing utilities, infrastructure and services. Undeveloped or underutilized lands that score highly on the Infill Assessment Map should be considered prime candidates for future development with uses and building forms that are complementary to the existing neighborhood.

The Growth Concept Map is also useful for encouraging the development of mixed-use and neighborhood-scaled central places that provide nearby residents with some of their daily needs in proximity.

3.1.9 *Determine feasibility of a tiered impact fee system.*

A tiered impact fee system requires new development to pay its proportionate share of the costs to the municipality associated with providing necessary public services to the development based on its location. Tiered impact fees are based on the general acknowledgement that parcels and locations that are near the core of the city would have less impact, and areas on the urban fringe have more impact. Development on the fringe of the city will cost the City more over time to provide street infrastructure, water and sewer, and life-safety services. Therefore, development on the fringe should pay a higher impact fee upfront for these utilities, infrastructure and services. Phoenix, Arizona, Bellevue, Washington, Kansas City, Missouri and Conway, Arkansas have all implemented an impact fee system where the fee varies depending on where the development is proposed.

Photo 3.8 - Construction in Downtown Fayetteville

3.3 Goal 3 - We will make compact, complete, and connected development the standard

Historically, a traditional town form is the concept of creating compact, complete, and connected neighborhoods at a human scale, as opposed to an automotive scale. Much of Fayetteville developed post-World War II is created for the convenience of automobiles. Over the last decade, citizens of Fayetteville clearly indicated through public planning processes that they desire development patterns that place a high priority on human scale development patterns. This means pedestrian-oriented buildings, streets and multi-modal transportation options. This has been reflected in new form-based zoning codes where buildings address the street, construction of multi-use trails and an on-street bicycle network, and public investment in new sidewalk and pedestrian improvements along major corridors. Traditional town form alludes to development patterns prior to World War II that placed an equal priority on humans and automobiles. As a result, this pattern can achieve a much higher level of neighborhood cohesion and land use diversity compared with an auto-oriented development pattern where land uses are rigidly separated. Components that are common to a compact, complete, and connected built environment include: interconnected street networks, build-

"[Infill] makes spaces more walkable. It's frustrating to have to drive through a large, empty parking lot to get to a storefront. It makes one feel exposed as a pedestrian as well. I love the new infill developments because it seems like a better use of space." - Survey Respondent

Figure 3.8 - Dover-Kohl Corridor Development

Goal 3 Objectives

3.3.1 Require new growth that results in neighborhoods, districts and corridors that are:

- **Compact** – via denser housing; meaningful open spaces and preserves; small blocks
- **Complete** – via housing; mixed uses; civic uses; jobs-housing mix in the neighborhoods
- **Connected** – via street-oriented buildings; interconnected streets; interconnected greenways and trails

3.3.2 Prepare a transit-worthy community: increase density in highly walkable areas along logical future transit routes, and anticipate rail, street cars and other alternative transit modes.

The 71B College Avenue Corridor Plan provides a framework for incrementally re-developing this major thoroughfare into a series of inter-connected and livable mixed-use districts. The City can provide redevelopment catalyst by making capital investments in increased street, sidewalk and trail connectivity.

3.3.3 Increase the viability of businesses by leveraging the economic performance of appealing environments that are mixed-use, walkable, and integrated with green space.

The Razorback Regional Greenway illustrates the ability of the City to leverage capital investments in trail infrastructure to drive economic development. The City created the Fayetteville Alternative Transportation and Trail Plan in 2003 and began building the Scull Creek Trail with $2.1 million in funding provided by a bond issue passage. Additional yearly Capital Improvement Project funding of $1.3 million annually was used to build-out the remainder of the trail. The economic development catalyst that the trail provided is evidenced by the residential and commercial development occurring in nodes along the trail spine in south Fayetteville, throughout downtown/Dickson Street, in mid-town around Poplar Street, and throughout the uptown district along Mud Creek.

Figure 3.10 - Example Development Layout

Figure 3.11 - Example Development Layout

Climate Action Plan

① Overall Goals

62% GHG reduction by 2030

Aligns with Science Based Target Network
- *Based on IPCC goal of 50% global GHG reduction by 2030, equitably adjusted for U.S. development and climate contributions*
- *Used by cities across the country*

Net zero emissions by 2050

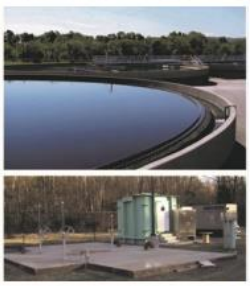
Aligns with Paris Climate Accord & Science Based Target Network
- *Recognizes necessity of reducing all greenhouse gases, not just carbon dioxide*

CITY OF FAYETTEVILLE ARKANSAS 9

Climate Action Plan: Emissions Reduction Sector Goals

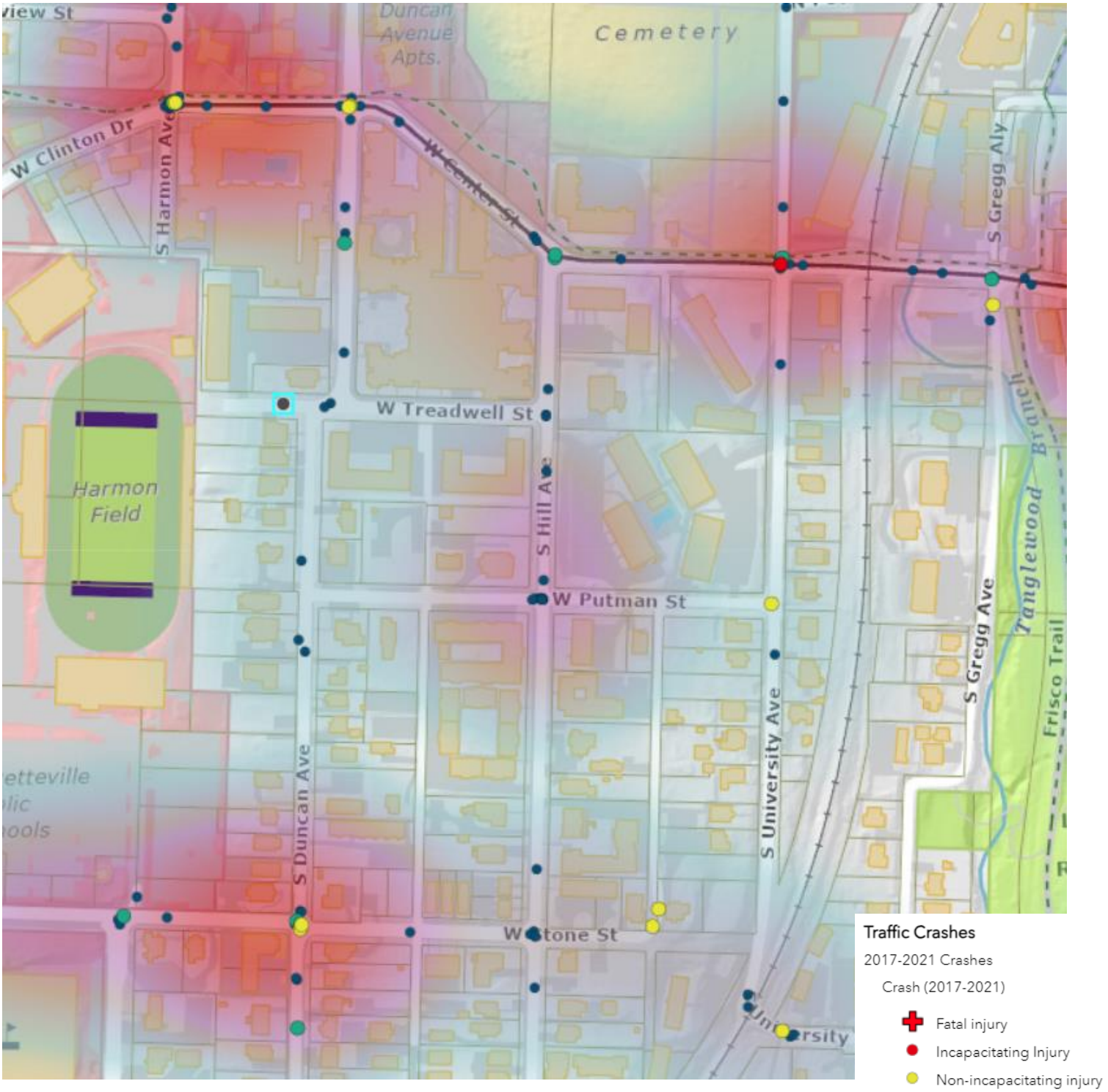
TRANSPORTATION:
- Reduce per capita transportation emissions year over year
- Create an equitable and sustainable multimodal transportation system for all ages and abilities
- Reduce city government fleet emissions year over year

WATER:
- Prepare, plan, and develop community response strategies and contingencies for extreme weather events such as, heatwaves, droughts, and floods.
- Achieve per capita water consumption reductions year over year.
- Identify and prioritize the repair and installation of water system infrastructure to alleviate water leakage and accommodate growing system demands.



CITY OF FAYETTEVILLE ARKANSAS 12

STAFF EXHIBIT: ENERGY ACTION PLAN EXCERPTS
STAFF EXHIBIT: TRAFFIC ACCIDENTS



Wonsower, Donna

From: Scott and Jasmine 104 Duncan <hoghouse104@gmail.com>
Sent: Monday, April 8, 2024 8:45 AM
To: Planning Shared
Cc: Wonsower, Donna
Subject: Re: project inquiries for my neighborhood

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you so much for the information!

On Mon, Apr 8, 2024 at 8:23 AM Planning Shared <planning@fayetteville-ar.gov> wrote:

> RZN-2024-0002 Was denied at the 3/11/2024 Planning Commission Meeting
>
> RZN-2024-0018 Is scheduled for the 4/22/2024 Planning Commission Meeting.
>
> Attached is all the information we currently have. If you have any further questions, the planner assigned to RZN-2024-0018, Donna Wonsower, should be able to answer them.
>
> Thank you
>
> Mirinda Hopkins
>
> Development Coordinator
>
> Planning Division
>
> City of Fayetteville
>
> 479-575-8267
>
> Website | Facebook | Twitter | Instagram | YouTube
>
> CITY OF FAYETTEVILLE ARKANSAS

From: Scott and Jasmine 104 Duncan <hoghouse104@gmail.com>
Sent: Friday, April 5, 2024 5:02 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: project inquiries for my neighborhood

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi! I own the property at 104 S. Duncan Ave. and was hoping to find out more information about the plans for the following rezoning projects in my neighborhood:

- RZN-2024-0002 (740 W Stone St.)
- RZN-2024-0018 (Treadwell - Putman 3.10 acre block)

I plan to attend the hearings if I can, but I was hoping to find out some information before then. Do you know what type of development they are considering? My major concerns have to do with traffic congestion, parking issues in this area, and property values.

Thank you for taking the time to respond to my inquiry.

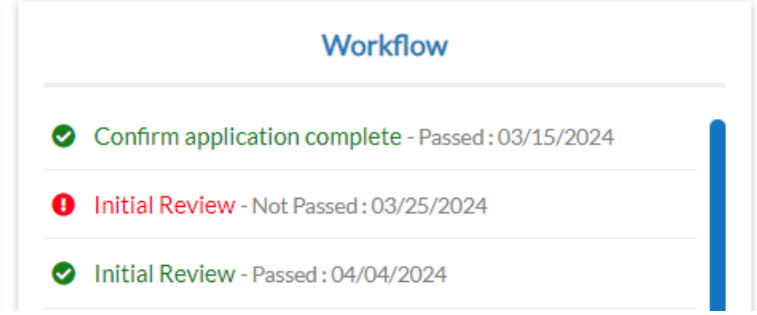
Jasmine Nile

Wonsower, Donna

From: Wonsower, Donna
Sent: Wednesday, April 10, 2024 2:18 PM
To: kat.a.cook3@gmail.com
Cc: Planning Shared
Subject: RE: S Duncan Rezoning

Good Afternoon,

The proposed rezoning (RZN-2024-0018) has not been approved yet. If you are looking on the Citizen Self Service portal and see a "passed" as shown below, that indicates only that staff has approved the submittal documents and that no additional revisions are required for the document to be heard at planning commission.



This rezoning is not scheduled to be heard until the April 22 Planning Commission meeting, which begins on the second floor of City Hall at 5:30. As the public notice letters were delivered to the post office late last week, it is likely that those letters are still in transit through the post office and will be arriving shortly. All property owners and residents within 200 feet must be notified per city ordinances, and staff confirmed that all required parties were included in the applicant's certificate of mailing.

The Planning Commission meeting on April 22 is open to the public, and any member of the public who wishes to speak will have up to three minutes to speak at that meeting. If the Planning Commission does forward the request to City Council, there is also opportunity to speak at that meeting as the City Council makes the final determination on any proposed rezoning. Both meetings also have an option to attend virtually.

Staff is currently working on the staff report for this item, which should be posted to the city's website around the end of next week. Any public comments we receive by next Thursday, April 18 will be incorporated into the packet for the Planning Commission's consideration. Anyone may also provide an email to the planning department for inclusion within the Planning Commission packet, and I will make sure to include this email when compiling the document. I can also incorporate verbal comments given over the phone or in-person. Any verbal comments received are summarized in the public comment section of the report, while written comments are included in the packet as a whole. If anyone submits a comment after the packet is finalized, staff will forward the email to the commissioners and update the presentation to account for the additional comment.

I'm happy to discuss further if you have any additional questions.

Best Regards,
Donna Wonsower (she/her)
Planner, Development Services

479-575-8358
Website | Facebook | Twitter | Instagram | YouTube

From: Planning Shared <planning@fayetteville-ar.gov>
Sent: Wednesday, April 10, 2024 1:52 PM
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>; kat.a.cook3@gmail.com
Subject: FW: S Duncan Rezoning

Kathryn,

Donna Wonsower is the planner assigned to this project.

Donna, please read below.

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267
Website | Facebook | Twitter | Instagram | YouTube

From: Kathryn Cook <kat.a.cook3@gmail.com>
Sent: Wednesday, April 10, 2024 11:41 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Fwd: S Duncan Rezoning

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am forwarding an email I just sent to my City Council representative about the rezoning of my neighborhood for more large scale housing "luxury" apartments, or student housing. None of us were aware of this, of course, and now we have no way of fighting. Please read these concerns. I've spoken to many who live in this neighborhood and I currently live at 98 S Duncan and have for 12 years. I implore you to rethink this decision that will put an entire block of affordable housing renters onto the streets of Fayetteville.

Thank you for your time,
Kathryn Cook

---------- Forwarded message ---------
From: **Kathryn Cook** <kat.a.cook3@gmail.com>

Date: Wed, Apr 10, 2024, 11:35 AM
Subject: S Duncan Rezoning
To: <sarah.bunch@fayetteville-ar.gov>

Good morning,

I'm reaching out because I live at 98 S Duncan Ave and have for 12 years. We recently just found out that our apartment is being sold for a large development, possible student housing. I just looked online and apparently the rezoning went through, even though none of us knew it was happening and could not speak up.

I'm trying to understand our options. This development is going to destroy an entire block of affordable rental housing. No one in this neighborhood wants this. Furthermore, we will all be left homeless because there is no rent in this town that's as affordable as ours and we're still fighting to make ends meet.

I'm an Architect and I love where I live, the community, the neighborhood, and the affordability. Do we as residents have any say in more of our housing being destroyed for overpriced student housing and "luxury" apartments? My neighbors across the street bought the house next door to prevent more of this egregious development that has constantly been destroying our neighborhoods, our town, and the ability for the people who actually work here to enjoy it. It's absolutely disgusting.

I was kicked out of my last apartment, with one months notice for student housing and now it's happening again. How can this rezone be allowed and this destruction of our actual affordable housing? Especially when it's outside developers coming in. I had to beg my landlord to let us know what was possibly going on but we're still in the dark.

Absolutely no one that actually lives in this area wants this. Does the city plan on helping all of these people find new housing that's affordable and also safe? Most of these people don't have cars and live in this location for the walk ability, as well. If I, an architect with a second job can't even afford to live in a leaky basement apartment, how can we expect others to who actually work in hospitality and keep this city running?

Chad Kahana is my neighbor and suggested I reach out because we're all at such a loss. On top of it, our apartment building is about 100 years old and most likely the oldest original apartment building in our city. Families live in this neighborhood. People stay here because it's beautiful, affordable, and a wonderful location. We don't deserve to be pushed out of Fayetteville because some college can't control its student population and created a space for greedy developers from out of state to come in and tear apart our lives.

I appreciate any and all help we can get and any information. We've all been in a constant state of anxiety, depression, and stress over this. I'm going to have to either get a third job, or completely leave my company of ten years to move away because of this. We are humans and these are our homes. We should not be punished and left on the streets.

Thank you for your time,
Kathryn Cook

479-567-9355
Architect
Two term Historic District Commission

Wonsower, Donna

From: Kathryn Cook <kat.a.cook3@gmail.com>
Sent: Wednesday, April 17, 2024 1:18 PM
To: Bunch, Sarah; Bostick, Britin; Wonsower, Donna
Subject: Plan Number: RZN-2024-0018
Attachments: Picsart_24-04-17_13-16-37-314.jpg

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Is like to include this in the packet for the Planning Commission meeting on Monday, April 22.

I wanted to email a little more input and information on this possible destructive precedent that's about to be set for viable neighborhoods in Fayetteville. I hope you will each take the time to drive this area before voting through and allowing its demise.

We have a viable neighborhood full of multiple types of housing and people. We have renters, we owners. We have families, college students, young professionals, and elders. Some of our residents have lived here for decades and some just a few years. Myself, I've lived at 98 S Duncan for over 12 years. It's home. All of our tenants, except one, have been in our building over five years.

Everyone loves this neighborhood, the trees, the wildlife, the walkablility, and most importantly the community. We sit on our stoop and porches and talk. We stand in each other's front yards and talk about how beautiful the lawn is. We take care of one another's pets, we help with groceries, we check on those who don't have family and community outside of our neighborhood.

This is a fully residential neighborhood that also still offers places to live that are actually affordable. If this rezone is allowed, our apartment will be sold and torn down (our homes) a long with everyone else who will lose their home. We have one of the oldest, if not the oldest, apartment building in Fayetteville. These are all healthy, viable places to live however, once we lose these, most of us will have to relocate out of Fayetteville (along with having to find new jobs elsewhere).

Tearing down this neighborhood does not bring community, does not bring better quality of life, it only brings overpriced student housing and overpriced apartments (about $1,200/month for a micro studio) and it does not bring money to Fayetteville. It does not help the citizens.

This proposal does not adhere to the existing neighborhood context, it absolutely destroys it, just like The Cardinal and Atmosphere have done. Not one person that lives there wants this yet we have absolutely no say anymore.

Rezoning this sets the rest of the city up for more out of state developers to come in, kick everyone out of there housing that's actually still affordable, completely demolish everything in it's path, and building MORE student housing and luxury apartments. It only helps stuff the pockets of a just a few a hurts

everyone else. We should not continue to be punished because the University took the cap off of it's yearly acceptance.

Along with this, another developer is buying all of the houses on the opposite side of the street of Duncan (Putnam to the Cardinal) and is planning on tearing everything out along there for additional student housing. My neighbors across the street bought the house next to them to try to prevent any of this and yet it's happening. Their arms are being twisted and they will most likely sell because they don't think they're healthy can handle all of this construction. Along with this, these developers show up once a week harassing people about buying their homes.

If any of this is allowed, this neighborhood and community will be a thing of the past, yet again. It's truly the ideal Fayetteville neighborhood and should be kept and protected.

We need zoning that prevents viable housing from being destroyed and NEIGHBOR PROTECTION ACTS. We care about where we live and the people that love there. These are our Homes. We work day and night to make ends meet yet it's not enough. There are plenty of lots that have sat empty for years, and decades in this neighborhood that could actually be used for REAL INFILL. The argument that this is a way for them to create appropriate infill for this area (by tearing everything down) is just not correct. That is not infill. There is still land to make use and this does none of the things that were stated in the "Goals" of this project.

I'm also still confused about the city promoting "employment clusters" and "promoting economic values of employment clusters". This sounds like a way to drive out low income citizens from the actual city and confide us into an area that never sees tax money or better infrastructure. It sounds pretty disgusting, honestly. Especially when it's being used to take out housing that works so the rich can build luxury housing for their friends.

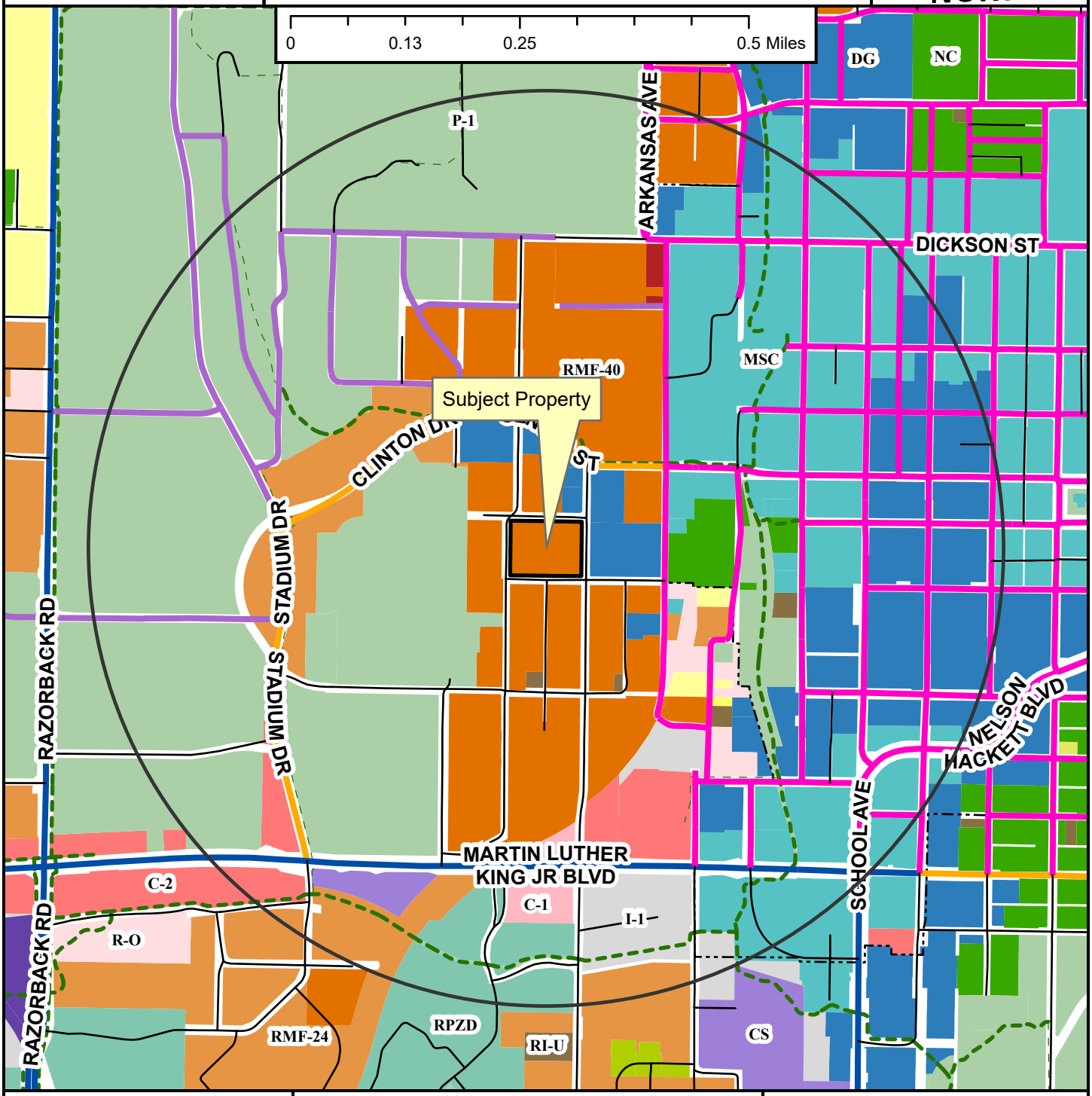
Along with this, my apartment building and another on our street, were conveniently left off of the mailing list for the information for any of this. I only found out because I spoke with a surveyor. Please truly consider what precedent you're setting and how much destruction, homeless, and forced existing of the community this will cause. See the whole picture.

I appreciate your time,
Kathryn Cook
AIA Architect

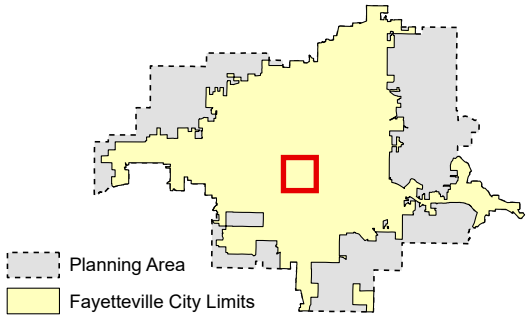
RZN-2024-0018

One Mile View

707 W TREADWELL ST



- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

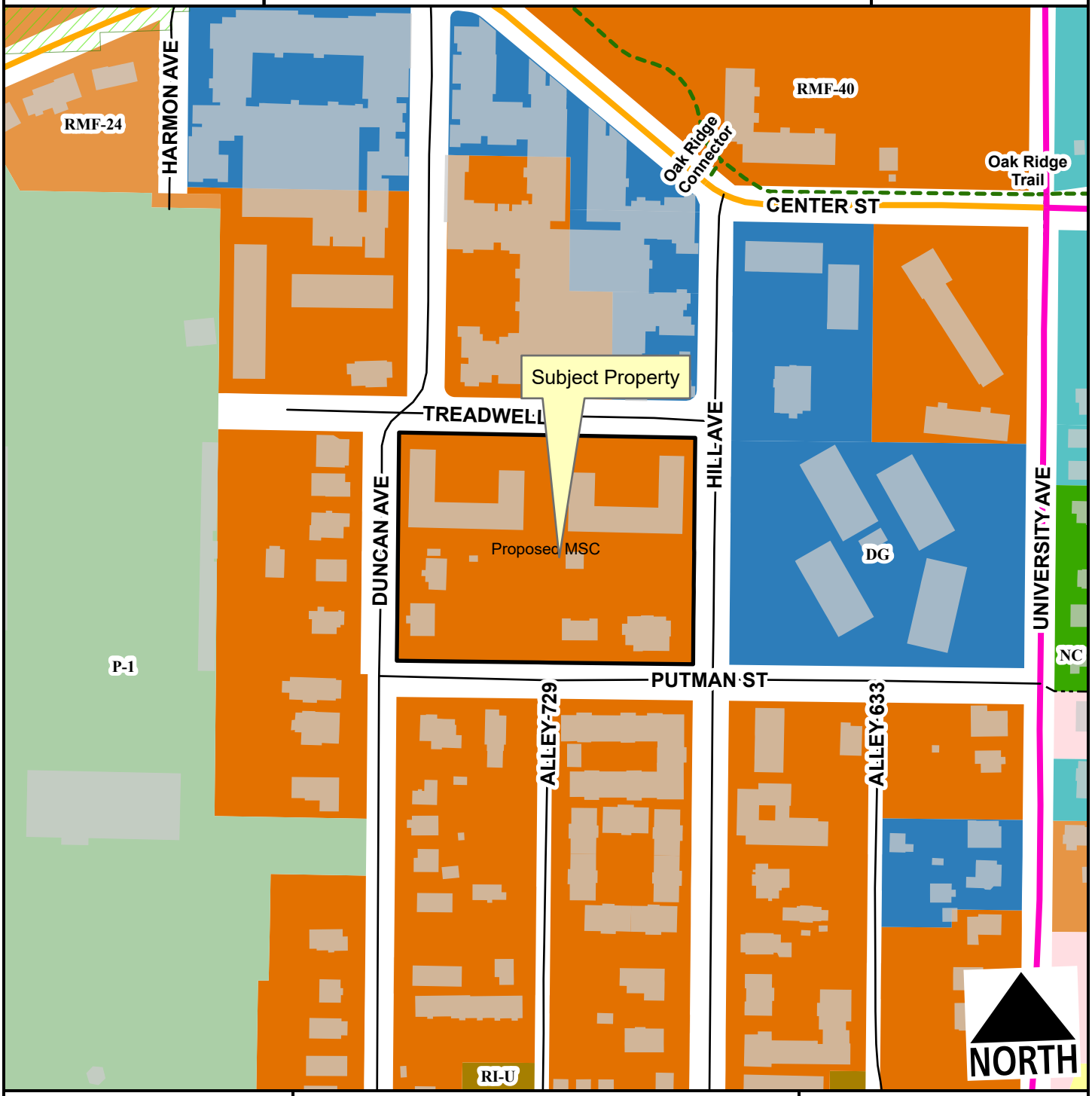
PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

RZN-2024-0018

Close Up View

707 W TREADWELL ST



- Neighborhood Link
- Urban Center
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
MSC	0.0	3.0
RMF-40	3.0	0.0

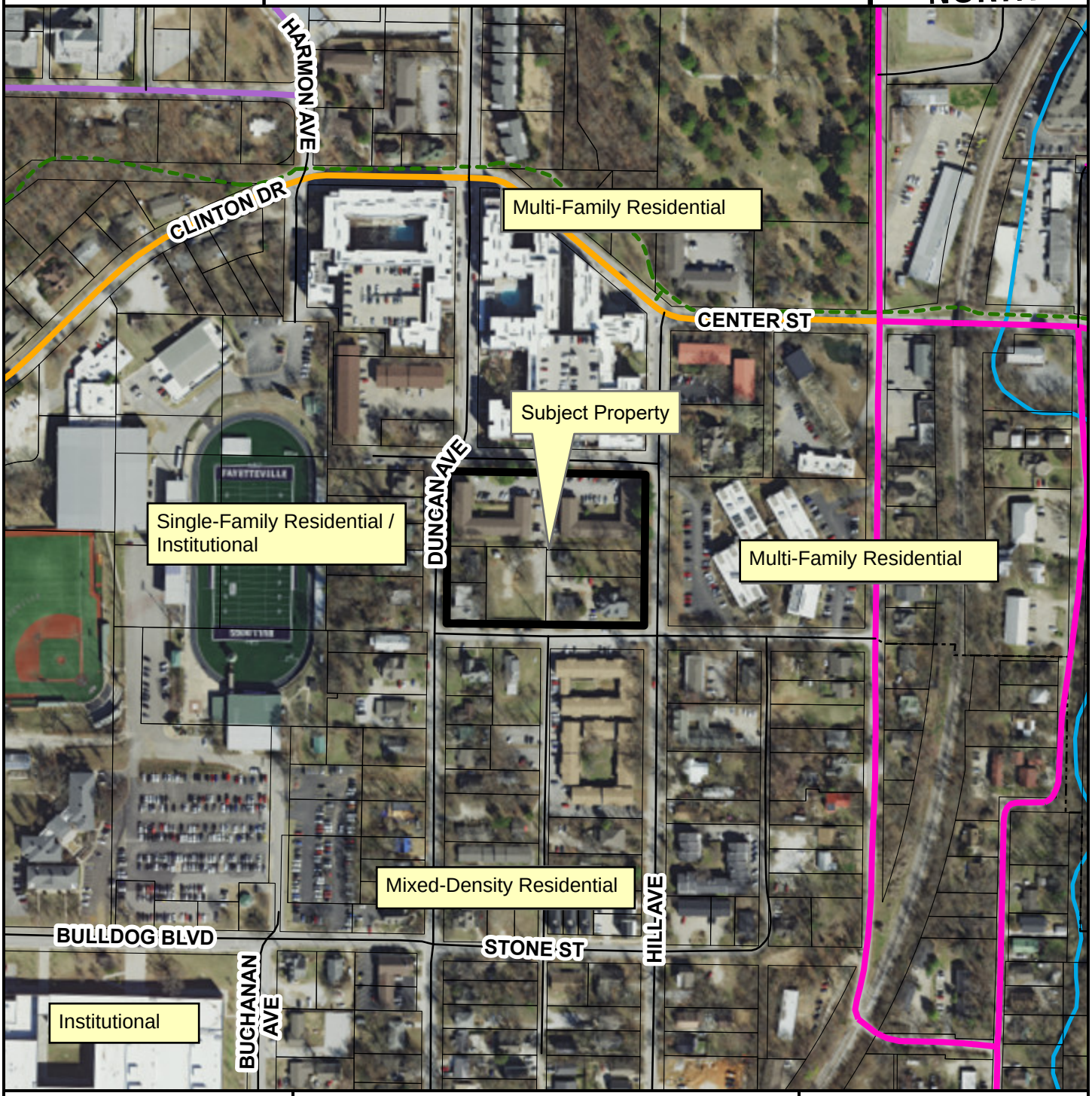
Total 3.0 ac

RZN-2024-0018

Current Land Use

707 W TREADWELL ST

NORTH



- Neighborhood Link
- Institutional Master Plan
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

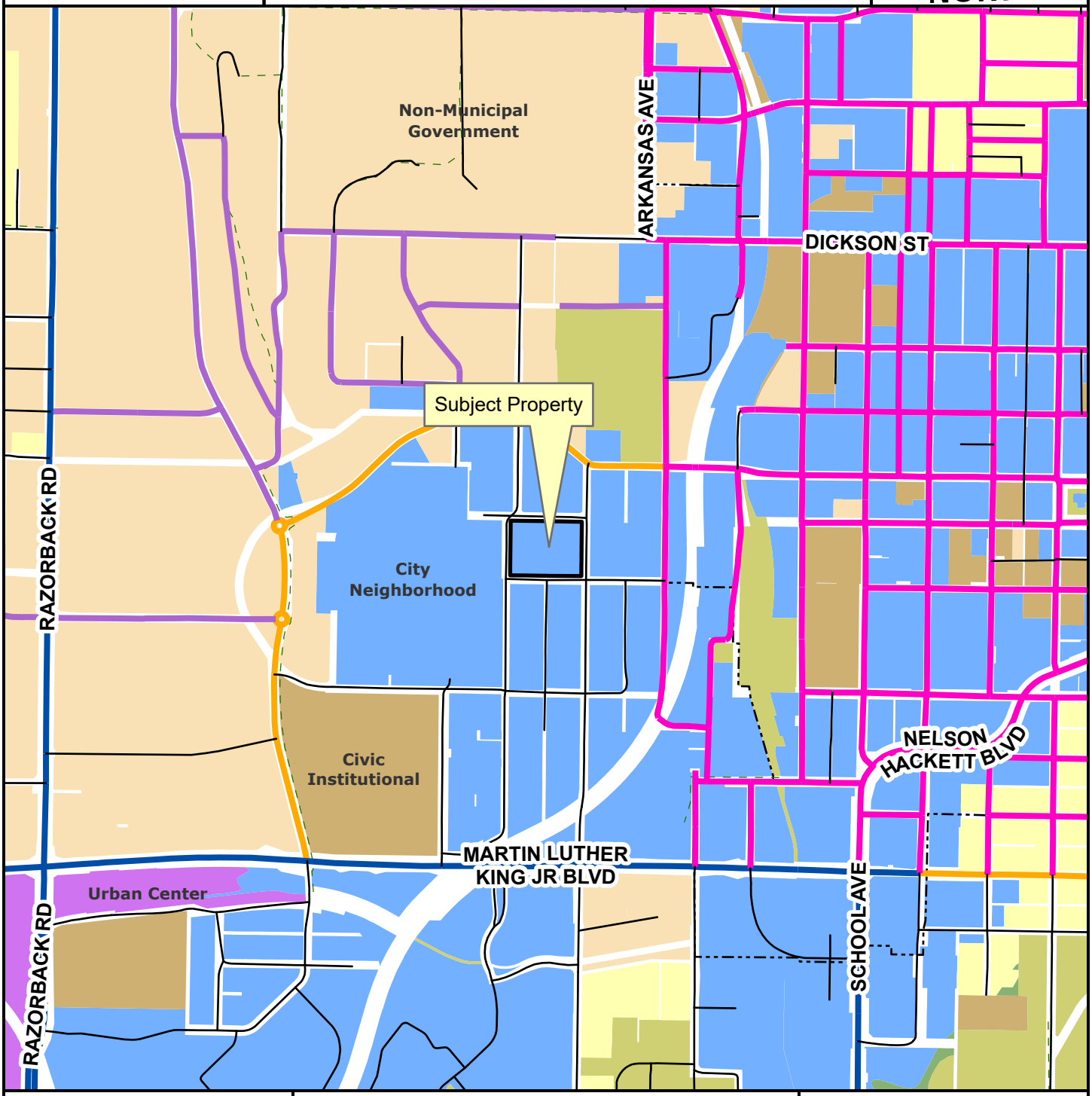
- 100-Year Floodplain
- Floodway

RZN-2024-0018

Future Land Use

707 W TREADWELL ST

NORTH



- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-69

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Council Member Sarah Moore

SUBJECT: **Resolution to appropriate $1,000,000 in general fund revenue to implement early recommendations of the Housing Crisis Task Force**

RECOMMENDATION:
Council Member Moore is sponsoring a resolution to appropriate $1,000,000 in general fund revenue to rapidly implement early recommendations of the Housing Crisis Task Force.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:
This resolution will designate $1,000,000.00 in the general fund for projects identified by the Housing Crisis Task Force is being able to immediately begin addressing the housing crisis.

ATTACHMENTS: Agenda Request Packet - CM Moore - Appropriate General Fund Revenue Loss Funds to Housing Crisis Task Force Projects (#3), Amended Resolution to Earmark $1,000,000 - Housing Crisis Task Force Early Recommendations (#4), City Attorney Memo & Amended Resolution (#5)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-69

Resolution to appropriate $1,000,000 in general fund revenue to implement early recommendations of the Housing Crisis Task Force

A RESOLUTION TO EARMARK $1,000,000.00 IN GENERAL FUND REVENUE, RECEIVED AS ARPA GENERAL REVENUE LOSS REPLACEMENT, FOR THE PURPOSE OF IMPLEMENTING EARLY RECOMMENDATIONS FROM THE HOUSING CRISIS TASK FORCE

WHEREAS, on April 2, 2024, the City Council adopted Resolution 117-24 recognizing the existence of a housing crisis, underscoring the urgency of implementing comprehensive measures to improve housing stock, affordability, accessibility, and quality for all residents; and

WHEREAS, the City Council authorized the establishment of an ad hoc Housing Crisis Task Force, with membership appointments by the Mayor expected in the coming weeks, to identify specific strategies to achieve those goals; and

WHEREAS, the City Council anticipates that implementation of the Housing Crisis Task Force's recommendations will likely require substantial public investment; and

WHEREAS, on December 6, 2022, the City Council passed Resolution #285-22 approving a reimbursement to the City from State & Local Fiscal Recovery Funds received from the American Rescue Plan Act (ARPA SLFRF) to offset revenue losses incurred in 2021 and transferring $5,095,114.00 of that reimbursement to the General Fund, of which just over $1,000,000.00 remains unallocated.

WHEREAS, the US Department of the Treasury, in partnership with the US Department of Housing and Urban Development, has published a How-To Guide for the use of ARPA SLFRF funds for Affordable Housing Production and Preservation, accessible at https://home.treasury.gov/system/files/136/Affordable-Housing-How-To-Guide.pdf, which offers a non-exhaustive list of activities that are presumed to be eligible uses for ARPA money and may provide a useful resource for the Housing Task Force's work.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby requests the mayor to earmark general fund reserves in the amount of $1,000.000.00 for the purpose of rapidly implementing early recommendations of the Housing Task Force, and further requests that specific projects be identified and included in the 2025 budget.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that the Housing Crisis Task Force make recommendations for appropriate use of these funds to begin addressing the housing crisis.

Civic Clerk Item No.: 2024-69

AGENDA REQUEST FORM

FOR: Council Meeting of May 21, 2024

FROM: Council Member Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO APPROPRIATE $1,000,000.00 IN GENERAL FUND REVENUE RECEIVED AS ARPA GENERAL REVENUE LOSS TO FUND THE HOUSING CRISIS TASK FORCE EARLY RECOMMENDATIONS IN RESPONSE TO THE DECLARED HOUSING CRISIS

APPROVED FOR AGENDA:

Approved by email — 5/7/2024

Sarah Moore
City Council Member
Date

Blake Pennington — 5/7/2024

Blake Pennington
Senior Assistant City Attorney
Approved as to form
Date

A RESOLUTION TO APPROPRIATE $1,000,000.00 IN GENERAL FUND REVENUE RECEIVED AS ARPA GENERAL REVENUE LOSS TO FUND THE HOUSING CRISIS TASK FORCE EARLY RECOMMENDATIONS IN RESPONSE TO THE DECLARED HOUSING CRISIS

WHEREAS, on April 2, 2024, the City Council adopted Resolution 117-24 recognizing the existence of a housing crisis, underscoring the urgency of implementing comprehensive measures to improve housing stock, affordability, accessibility, and quality for all residents; and

WHEREAS, the City Council authorized the establishment of an ad hoc Housing Crisis Task Force, with membership appointments by the Mayor expected in the coming weeks, to identify specific strategies to achieve those goals; and

WHEREAS, the City Council anticipates that implementation of the Housing Crisis Task Force's recommendations will likely require substantial public investment; and

WHEREAS, on December 6, 2022, the City Council passed Resolution # 285-22 approving a reimbursement to the City from American Rescue Plan Act funds to offset revenue losses incurred in 2021 and transferring $5,095,114.00 of that reimbursement to the General Fund, of which just over $1,000,000.00 remains unallocated.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the appropriation of general fund revenues in the amount of $1,000.000.00 for the purpose of rapidly implementing early recommendations of the Housing Crisis Task Force, and further requests that specific projects be identified and included in the 2025 budget.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that the Housing Crisis Task Force return recommendations within three months of first convening for appropriate and immediate use of these funds to begin addressing the housing crisis.

Pennington, Blake

From: Moore, Sarah
Sent: Tuesday, May 7, 2024 4:44 PM
To: Pennington, Blake
Subject: Re: Revise UDC

This works-it's good to go. Thank you again

--
Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

Report a concern with SeeClickFix:
https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix
Speak up on City projects:
https://speakup.fayetteville-ar.gov/
Voice your feedback to the entire Council and Mayor by emailing:
agendaitemcomment@fayetteville-ar.gov

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Date: Tuesday, May 7, 2024 at 4:33 PM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: RE: Revise UDC

Glad to help! I am attaching the final draft with that change to Section 2 for your review. If you will please respond confirming your approval we'll get it on the next agenda.

Thanks,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Tuesday, May 7, 2024 4:25 PM

Received by: Blake Pennington
05/21/2024
1:34 PM

A RESOLUTION TO EARMARK $1,000,000.00 IN GENERAL FUND REVENUE, RECEIVED AS ARPA GENERAL REVENUE LOSS REPLACEMENT, FOR THE PURPOSE OF IMPLEMENTING EARLY RECOMMENDATIONS FROM THE HOUSING CRISIS TASK FORCE

WHEREAS, on April 2, 2024, the City Council adopted Resolution 117-24 recognizing the existence of a housing crisis, underscoring the urgency of implementing comprehensive measures to improve housing stock, affordability, accessibility, and quality for all residents; and

WHEREAS, the City Council authorized the establishment of an ad hoc Housing Crisis Task Force, with membership appointments by the Mayor expected in the coming weeks, to identify specific strategies to achieve those goals; and

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WHEREAS, the US Department of the Treasury, in partnership with the US Department of Housing and Urban Development, has published a How-To Guide for the use of ARPA SLFRF funds for Affordable Housing Production and Preservation, accessible at https://home.treasury.gov/system/files/136/Affordable-Housing-How-To-Guide.pdf, which offers a non-exhaustive list of activities that are presumed to be eligible uses for ARPA money and may provide a useful resource for the Housing Task Force's work.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby requests the mayor to earmark general fund reserves in the amount of $1,000.000.00 for the purpose of rapidly implementing early recommendations of the Housing Task Force, and further requests that specific projects be identified and included in the 2025 budget.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that the Housing Crisis Task Force return recommendations within three months of first convening for appropriate and immediate use of these funds to begin addressing the housing crisis.

A RESOLUTION TO ~~APPROPRIATE~~ EARMARK $1,000,000.00 IN GENERAL FUND REVENUE, RECEIVED AS ARPA GENERAL REVENUE LOSS REPLACEMENT, ~~TO FUND~~FOR THE PURPOSE OF IMPLEMENTING EARLY RECOMMENDATIONS FROM THE HOUSING CRISIS TASK FORCE ~~EARLY RECOMMENDATIONS IN RESPONSE TO THE DECLARED HOUSING CRISIS~~

WHEREAS, on April 2, 2024, the City Council adopted Resolution 117-24 recognizing the existence of a housing crisis, underscoring the urgency of implementing comprehensive measures to improve housing stock, affordability, accessibility, and quality for all residents; and

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby ~~authorizes the appropriation of~~requests the mayor to earmark general fund ~~revenues~~ reserves in the amount of $1,000.000.00 for the purpose of rapidly implementing early recommendations of the Housing Crisis Task Force, and further requests that specific projects be identified and included in the 2025 budget.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that the Housing Crisis Task Force return recommendations within three months of first convening for appropriate and immediate use of these funds to begin addressing the housing crisis.

Received by: Kit Williams
05/21/2024
3:19 PM

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor**
City Council

CC: **Kara Paxton**, City Clerk/Treasurer
Susan Norton, Chief of Staff
Paul Becker, Chief Financial Officer

FROM: **Kit Williams**, City Attorney

DATE: **May 17, 2024**

RE: **Council Member Sarah Moore's Proposed Million Dollar "Earmark"**

Council Member Sarah Moore has now requested that her previously proposed Resolution presented at the Agenda Session be amended to "earmark" rather that "appropriate" a Million Dollars for "rapidly implementing early recommendations of the (ad hoc) Housing Task Force." Her proposed removal of the appropriation language is certainly an improvement. Attached is Council Member Moore's latest proposed Resolution. I expect she will move to amend to this new Resolution at the City Council meeting tonight.

A RESOLUTION TO EARMARK $1,000,000.00 IN GENERAL FUND REVENUE, RECEIVED AS ARPA GENERAL REVENUE LOSS REPLACEMENT, FOR THE PURPOSE OF IMPLEMENTING EARLY RECOMMENDATIONS FROM THE HOUSING CRISIS TASK FORCE

WHEREAS, on April 2, 2024, the City Council adopted Resolution 117-24 recognizing the existence of a housing crisis, underscoring the urgency of implementing comprehensive measures to improve housing stock, affordability, accessibility, and quality for all residents; and

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Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that the Housing Crisis Task Force return recommendations within three months of first convening for appropriate and immediate use of these funds to begin addressing the housing crisis.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-113

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

SUBJECT: **RZN-2024-0019: Rezoning (1830 E. 13TH ST./KELLAR, 565): Submitted by BOBBY, PAUL, AND ANGEL KELLAR for property located at 1830 E. 13TH ST. in WARD 1. The property is zoned C-2, THOROUGHFARE COMMERCIAL AND I-2 GENERAL INDUSTRIAL and contains approximately 1.86 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject area includes four parcels totaling approximately 1.86 acres in southeast Fayetteville, at the intersection of E. 13th St. and S. Warford Dr. It is approximately 0.10 miles northeast of a large complex of City of Fayetteville facilities. The parcels are currently split between C-2, Thoroughfare Commercial, and I-2, General Industrial, and are developed with a 1,296 square foot single-family dwelling constructed in 1922. The area received its current designation with the passage of Fayetteville's original zoning map in 1970 (Ordinance 1747). No overlay districts or Master Plan areas apply.

Request: The request is to rezone the property from I-2, General Industrial, and C-2, Thoroughfare Commercial, to CS, Community Services.

Public Comment: Staff have received no public comment.

Land Use Compatibility: On the balance of considerations, staff finds the request to be compatible with the surrounding context and recent development patterns. Staff finds that the rezoning is effectively a downzoning given the intensity of uses permitted in the I-2 and C-2 districts. CS would permit a mix of uses while also allowing the applicant to improve or expand the existing residential structure. Although the property does not currently have access to sewer, a 12" main located approximately 140 feet to the west could potentially support a future extension.

While a property line adjustment could increase the limited buildable area, the parcels' small size and hydric soil could potentially restrict industrial development. Neither the existing nor proposed zoning districts have bulk and area regulations for nonresidential uses, though CS requires minimum lot widths of 18 feet for

residential dwellings. I-2 has no building height limitation and C-2 has a maximum height of 6 stories. Both provide additional setback requirements for buildings over 2 stories in height. CS has a building height maximum of 5 stories. The proposed rezoning would reduce the existing 50- or 100-foot front setback to a build-to-zone between 10 and 25 feet. Rear setbacks for I-2 are 25 feet, with variable 25- or 50-foot side setbacks. C-2 has a rear setback of 20 feet. The rear and side setbacks for CS are 15 feet when adjacent to residential zoning and zero feet when adjacent to nonresidential.

Staff finds the existing industrial uses are primarily geared towards manufacturing, warehousing, and the provision of critical city services which are unlikely to be relocated or sold. While residential uses in the area may not be strictly compatible, staff finds the rezoning is in line with a gradual shift away from conventional industrial uses towards services and residences. Since 2015, nearby properties have been rezoned to mixed use districts such as CS and more intensive residential districts such as RI-U, Residential Intermediate – Urban.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The property received its current industrial zoning approximately 54 years ago in 1970. City Plan 2040 designates this area as “City Neighborhood” rather than “Industrial,” indicating industrial uses are no longer considered an appropriate land use. City Plan 2040 specifically calls for industrial zones that are inconsistent with the Future Land Use Plan to be rezoned.

While separated by multiple intervening properties, the subject property is near the White River and Combs Park, which is currently completing community outreach for potential improvements. While the infill scores are generally low (5-6), they are likely to increase with the construction of park improvements and adjacent services. Staff finds that the provision of additional permitted uses could help contribute to city goals to create complete, compact, and connected neighborhoods in an area rich in employment opportunities, but limited in housing. The closest Tier Center is located approximately ¼ mile north at the intersection of S. Happy Hollow Rd. and E. Huntsville Rd (Tier 3).

CITY PLAN 2040 INFILL MATRIX: City Plan 2040’s Infill Matrix indicates a score range of 5-6 for this site. The following elements of the matrix contribute to the score:
1. Adequate Fire Response (Station #3, 1050 S. Happy Hollow Rd.)
2. Near Sewer Main (12” Sewer Main, S. Happy Hollow Rd., and a portion of E. 13th St.)
3. Near Water Main (12” Water Main, S. Happy Hollow Rd. | 2.25” Water Main, E. 13th St.)
4. Near City Park (White River Park and Combs Park)
5. Near ORT Bus Stop (E. 15th St. and S. Happy Hollow Rd. intersection
6. Appropriate Future Land Use

DISCUSSION:
At the May 13, 2024, Planning Commission meeting, a vote of 7-0-0 forwarded the request to City Council with a recommendation of approval. There was no discussion, and no public comment was provided at the meeting.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Report (#6)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-113

RZN-2024-0019: Rezoning (1830 E. 13TH ST./KELLAR, 565): Submitted by BOBBY, PAUL, AND ANGEL KELLAR for property located at 1830 E. 13TH ST. in WARD 1. The property is zoned C-2, THOROUGHFARE COMMERCIAL AND I-2 GENERAL INDUSTRIAL and contains approximately 1.86 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-19 FOR APPROXIMATELY 1.86 ACRES LOCATED AT 1830 EAST 13TH STREET IN WARD 1 FROM C-2, THOUROUGHFARE COMMERCIAL AND I-2, GENERAL INDUSTRIAL TO CS, COMMUNITY SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from C-2, Thoroughfare Commercial and I-2, General Industrial to CS, Community Services.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-113

Item ID

6/4/2024

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

Jonathan Curth	5/17/2024	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2024-0019: Rezoning (1830 E. 13TH ST./KELLAR, 565): Submitted by BOBBY, PAUL, AND ANGEL KELLAR for property located at 1830 E. 13TH ST. in WARD 1. The property is zoned C-2, THOROUGHFARE COMMERCIAL AND I-2 GENERAL INDUSTRIAL and contains approximately 1.86 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

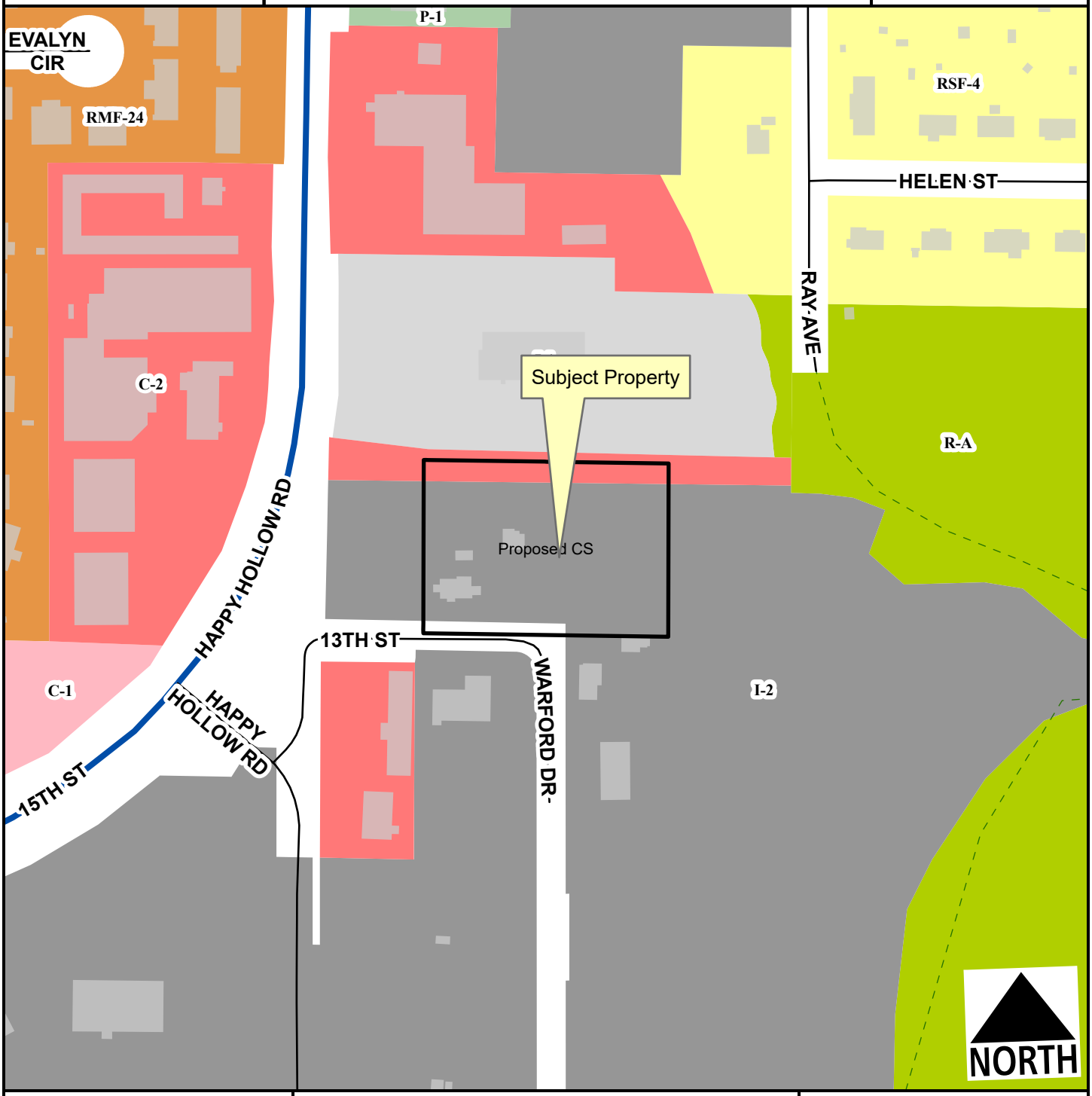
Comments:

RZN-2024-0019

Close Up View

1830 E. 13TH ST

RZN-2024-0019 EXHIBIT 'A'



Regional Link - High Activity
Residential Link
Trail (Proposed)
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
C-2	0.2	0.0
CS	0.0	1.9
I-2	1.6	0.0

Total 1.9 ac

RZN-2024-0019
LEGAL DESCRIPTION "EXHIBIT B'

Parcel: 765-15261-001

A part of the West Half (W½) of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Twenty-Three (23), Township Sixteen (160 North, Range Thirty (30) West, being more particularly described as follows: Commencing at the Southeast corner of said (20) acre tract; thence N00° 14' 44" W along the East line of said 20 acre tract 932.73 feet; thence N89° 30' 52" W 338.95 feet to the point of beginning; thence N89° 30' 52' W 169.47 feet; thence S00° 14' 44" E 239.73 feet; thecne S89° 30' 52" E 169.47 feet; thence N00° 14' 44" W 239.73 feet to the point of beginning. The above described tract being subject to a gas line easement as filed in Deed Book 451 at page 50 and any other easements and/or rights-of-way of record.

[Legal description from Corrected Warranty Deed dated August 7, 1996 and filed August 12, 1996 at Document Number 96050699 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, provided by Joe Kellar.]

Parcel: 765-15252-001

A part of the West Half (W½) of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Twenty-Three (23), Township Sixteen (160 North, Range Thirty (30) West, being more particularly described as follows: Commencing at the Southeast corner of said (20) acre tract; thence N00° 14' 44" W along the East line of said 20 acre tract 932.73 feet; thence N89° 30' 52" W 338.95 feet to the point of beginning; thence N89° 30' 52' W 169.47 feet; thence S00° 14' 44" E 239.73 feet; thecne S89° 30' 52" E 169.47 feet; thence N00° 14' 44" W 239.73 feet to the point of beginning. The above described tract being subject to a gas line easement as filed in Deed Book 451 at page 50 and any other easements and/or rights-of-way of record.

[Legal description from Corrected Warranty Deed dated August 7, 1996 and filed August 12, 1996 at Document Number 96050699 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, provided by Joe Kellar.]

Parcel: 765-15252-002

A part of the West Half (W1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Twenty-Three (23), Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows: Commencing at the Southeast corner of said (20) acre tract; thence N00° 14' 44" W along the East line of said (20) acre tract 932.73 feet; thence N89° 30' 52" W 169.48 feet to the point of beginning; thence N89° 30' 52" W 169.47 feet; thence S00° 14' 44" E 239.73 feet; thence S89° 30' 52" E 169.47 feet; thence N00° 14' 44" W 239.73 feet to the point of beginning. The above described tract being subject to a gas line easement as filed in Deed Book 451 at page 50 and any other easements and/or rights-of-way of record.

[Legal description from Warranty Deed dated April 6, 2018 and filed April 6, 2018 at File No. 2018-00009688 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, provided by Joe Kellar.]

Parcel: 765-15261-002

A part of the West Half (W1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Twenty-Three (23), Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows: Commencing at the Southeast corner of said (20) acre tract; thence N00° 14' 44" W along the East line of said (20) acre tract 932.73 feet; thence N89° 30' 52" W 169.48 feet to the point of beginning; thence N89° 30' 52" W 169.47 feet; thence S00° 14' 44" E 239.73 feet; thence S89° 30' 52" E 169.47 feet; thence N00° 14' 44" W 239.73 feet to the point of beginning. The above described tract being subject to a gas line easement as filed in Deed Book 451 at page 50 and any other easements and/or rights-of-way of record.

[Legal description from Warranty Deed dated April 6, 2018 and filed April 6, 2018 at File No. 2018-00009688 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, provided by Joe Kellar.]

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: May 13, 2024 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2024-0019: Rezoning (1830 E. 13TH ST./KELLAR, 565):** Submitted by BOBBY, PAUL, AND ANGEL KELLAR for property located at 1830 E. 13TH ST. The property is zoned C-2, THOROUGHFARE COMMERCIAL AND I-2 GENERAL INDUSTRIAL and contains approximately 1.86 acres. The request is to rezone the property to CS, COMMUNITY SERVICES

RECOMMENDATION:
Staff recommends **RZN-2024-0019** be forwarded to the City Council with a recommendation for approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2024-0019** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject area is in southeast Fayetteville at the intersection of E. 13th ST. and S. Warford Dr. It is approximately 1/10 of a mile northeast of a large complex of city institutions including transportation and fleet operations, the parks and recreation offices, the animal shelter, and trash, recycling, and composting facilities. The subject area contains four parcels containing roughly 1.86 acres. The parcels are currently split between C-2, Thoroughfare Commercial and I-2, General Industrial. The property is currently developed with a 1,296 square foot single-family dwelling constructed in 1922. The property received its current designation with the passage of Fayetteville's original zoning map in 1970 (ORD 1747). It does not fall within any overlay districts or Master Plan areas. Surrounding land uses and zoning is depicted in *Table 1.*

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Retail	I-1, Heavy Commercial and Light Industrial
South	Automotive Repair Shop	I-2, General Industrial
East	Undeveloped	I-2, General Industrial C-2, Thoroughfare Commercial
West	Undeveloped	I-2, General Industrial C-2, Thoroughfare Commercial

Request: The request is to rezone the property from I-2, General Industrial to CS, Community Services.

Public Comment: Staff has not received any public comments.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has frontage along E. 13th St., a partially improved residential link with asphalt paving and open ditches. Any street or drainage improvements required in these areas would be determined at the time of the development proposal.

Water: Public water is available to the subject area. An existing 2.25-inch water main is present on the south side of E. 13th St.

Sewer: Sanitary sewer is not available to the subject area.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 3, located at 1050 S. Happy Hollow Rd., protects this site. The property is located approximately 0.3 miles from the fire station with an anticipated drive time of approximately 1 minute using existing streets. The anticipated response time would be approximately 3.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department expressed no concerns with this request.

Drainage: No portion of the property is within a FEMA floodplain, the Hillside-Hilltop Overlay District or includes a protected stream.

Hydric soils are present on the property. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal.

Tree Preservation:

The proposed zoning district of CS, Community Services requires **20% minimum canopy preservation.** The current zoning district of I-2, General Industrial requires **15% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood.**

City Neighborhoods are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family.

Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety, and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging score of **5-6** for this site, with a weighted score of **7.** The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #3, 1050 S. Happy Hollow Rd.)
- Near Sewer Main (12" Sewer Main, S. Happy Hollow Rd. and a portion of E. 13th St.)
- Near Water Main (12" Water Main, S. Happy Hollow Rd. | 2.25" Water Main, E. 13th St.)
- Near City Park (White River Park and Combs Park)
- Near ORT Bus Stop (E. 15th St. and S. Happy Hollow Rd. intersection)
- Appropriate Future Land Use

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **On the balance of considerations, staff finds the request to be somewhat compatible with the surrounding context and recent development patterns. Staff finds that the rezoning request is effectively a downzoning given the intensity of uses permitted in the I-2 district. While the applicant has indicated an intent for single-family dwelling(s) to remain the primary use, staff finds that CS would also permit more intensive development and mixed uses in the future while allowing the applicant to meet their immediate needs to improve or expand the existing structure.**

The subject area is composed of four parcels of 0.1, 0.1, 0.8, and 0.8 acres. While there are no bulk and area requirements under the I-2 districts, this district has some of the largest setbacks of any of Fayetteville zoning districts. The two smaller parcels are rendered effectively unbuildable due to overlapping front and rear setbacks. While a property line adjustment could increase the buildable area of the affected parcels, staff finds that the small size of the subject area and presence of hydric soils over nearly the entire subject area could limit potential industrial development on these parcels. While the surrounding area has been primarily developed with industrial uses, staff finds that these uses are generally geared towards provision of critical city services such as trash collection and recycling and the operation of city fleets, which would also be permitted city-wide under Use Unit 2: City-Wide Uses by Conditional Use Permit. Staff notes that these city facilities are unlikely to be relocated or sold and that undeveloped industrial parcels are generally small, which limits their potential for intensive industrial uses that could be disruptive to adjacent residents.

Additionally, while the insertion of residential uses in the area may not be strictly compatible, the future land use plan indicates this area as a city neighborhood and City Plan 2040 specifically calls for industrial zones that

are inconsistent with the Future Land Use Plan to be rezoned. Staff notes that the area is beginning to see redevelopment. Several properties have been rezoned to mixed use districts such as CS, Community Services and NS-G, Neighborhood Services – General, and more intensive residential districts such as RI-U. Residential Intermediate – Urban and RMF-24, Residential Multifamily, 24 Units per Acre since 2015, including a current request to NS-L and RI-U approximately ¼ mile to the northeast (RZN-2024-0012). This indicates the area is beginning to shift away from strictly low-density residential or industrial uses. Staff finds that, although this rezoning is relatively small and is disconnected from other recent rezonings, it is in line with this gradual shift to more mixed-use, permissive zoning districts.

Neither the existing I-2 nor proposed CS zoning districts have bulk and area regulations for non-residential uses, though CS requires a minimum lot frontage of 18 feet for residential dwellings. I-2 has no building height limitation but provides additional setback requirements for buildings over 2 stories in height. CS has a straight building height maximum of 5 stories. I-2 has restrictive setbacks depending on adjacent zoning districts. The proposed rezoning would reduce the existing 50- or 100-foot front setback to a build-to-zone between 10-25 feet. Current rear setbacks are 25 feet, with variable 25- or 50-foot side setbacks. The rear and side setbacks for CS are both 15 feet when adjacent to a residential zoning and zero feet when located next to nonresidential districts.

Land Use Plan Analysis: **Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The property received its current industrial zoning designation approximately 54 years ago with the passage of an amended zoning ordinance in 1970. This area was designated as a "City Neighborhood" rather than an "Industrial" area in the development of City Plan 2040, indicating that industrial uses are no longer considered an appropriate use in this area of the city and that the area should begin to transition away from industrial zoning districts. In fact, City Plan 2040 specifically calls for industrial zones that are inconsistent with the Future Land Use Plan to be rezoned.**

The parcel is approximately 1/3 of a mile north of White River Park and just over ½ mile north of Combs Park as the bird flies. Based on the existing sidewalk network, the property is approximately 2/3 mile from White River Park. The city is currently completing community outreach regarding potential improvements to Combs Park. Per the city's website, "Combs Park will become Fayetteville's first true river access park designed for water recreation and nature appreciation. It will provide access for picnicking, hiking, swimming, wading, fishing, and paddling." While the parcels' infill scores are generally low (5-6), staff finds that it is likely to increase with the construction of park improvements such as trails and increased demand for services in the vicinity of the park. The closest Tier Center is located approximately ¼ mile north at the intersection of S. Happy Hollow Rd. and E. Huntsville Rd (Tier 3).

Staff also notes that although the property does not currently have access to sewer, there is a 12" sewer main approximately 140 feet to the west which could potentially support a future main extension.

Staff finds that the proposed rezoning will bring the area in closer alignment with the future land use plan and that allowing the existing zoning to remain runs counter to the future land use designation. City Plan 2040 calls for the city to "encourage new development that supports and compliments the unique characteristics and economic values of employment clusters in and around downtown, the U of A, the north end, the rail corridor, Drake Field and the Industrial Park" as a Goal 1 objective. Staff finds that the uses permitted by right in I-2 and CS have little overlap and that the provision of these additional uses around the existing industrial park could better support both existing residents and employees in the area, which has one of the larger clusters of jobs located in southeast Fayetteville (see attached exhibit). The addition of uses could help contribute to city goals to create complete, compact, and connected neighborhoods.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds the proposed zoning is justified and necessary at this time. Under the existing zoning, no residential uses are permitted. The future land use plan calls for this area to be developed as a "City Neighborhood" which is not feasible under existing zoning. City Plan 2040 specifically calls for industrial zones that are inconsistent with the Future Land Use Plan to be rezoned. Further, staff finds the existing residential structure pre-dated the original zoning ordinance and that rezoning to CS would allow the property to be developed with mixed uses while also permitting the current property owner expand their existing dwelling.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **A rezoning from I-2 to CS is unlikely to increase traffic at this location when considering typical trip generation rates for industrial uses (0.12 - 2.27 per 1,000 gross square feet) to those for residential uses (0.16 – 0.69 per 1,000 gross square feet) as defined by the Institute of Transportation Engineers Trip Generation Manual. The lots under consideration have direct access to a short, dead end public street which connects to a Regional Link – High Activity Street. Regional Link – High Activity streets have a design service volume of 17,600 vehicles per day. S. Happy Hollow Rd. currently has 14,000 vehicles per day based on the most recent counts, indicating the street can likely support additional traffic. Any necessary street improvements and potential traffic impacts would be determined at the time of development.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed rezoning has the potential to alter the population density since no residential uses are currently permitted. However, the property is in close proximity to public streets and existing water and sewer mains. Any necessary upgrades or improvements to the existing infrastructure would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0019 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: May 13, 2024	❒ **Tabled**	☒ **Forwarded**	❒ **Denied**
Motion: CABE		FORWARDED WITH A RECOMMENDATION OF APPROVAL	
Second: BRINK			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:
  - §161.31 I-2 General Industrial
  - §161.22 CS, Community Services
- Applicant Request Letter
- Staff Exhibits
  - 1970 Zoning Map
  - Current Setback Analysis
  - City Plan 2040 Excerpts
  - Residential Density and Job Map
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.31 District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 13	Eating places
Unit 16	Shopping goods
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 46	Short-term rentals
Unit 47	Data centers

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 31	Facilities emitting odors and facilities handling explosives.
Unit 36	Wireless communications facilities
Unit 38	Mini-storage Units
Unit 39	Auto salvage and junk yards

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback Regulations.*

Front, when adjoining A or R districts	100 feet
Front, when adjoining C, I or P districts	50 feet
Side, when adjoining A or R districts	50 feet
Side, when adjoining C, I or P districts	25 feet
Rear	25 feet

(F) *Height Regulations.* There shall be no maximum height limits in I-2 Districts, provided, however, that if a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* None.

(Code 1965, App. A., Art. 5(IX); Ord. No. 2351, 6-21-77; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.040; Ord. No. 3971, §2, 5-21-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4992, 3-06-07; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5945 , §§5, 7, 1-17-17; Ord. No. 5982 , §1, 6-20-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6521 , §7, 1-18-22; Ord. No. 6678 , §3, 9-5-23)

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed-use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations*.

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

(G) *Minimum Buildable Street Frontage.*50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21; Ord. No. 6497 , §1, 10-19-21)

Editor's note(s)—Ord. No. 6710 , §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

March 22, 2024

Updated April 19, 2024

We are writing this letter on behalf of our family, The Kellar Family.

The property in consideration for rezoning has been a part of our family for generations. Bobby Kellar is the current owner and he has lived on the property his entire life. He was married to his wife Rita and they raised two children on the property.

Bobby's son Paul grew up on the property through his childhood and early adult years. Paul was married to his wife Angel and they had two children while living on the property. Unfortunately, Paul and Angel, with their children had to move due to the size of home and no option to expand or build.

Currently Bobby is the only one residing in the home because there is not adequate space for the additional family members. The reasoning for the rezoning request is to bring the family back together. Bobby has been residing alone since October 2021 when his wife unfortunately passed away. He has experienced some medical issues and it would be beneficial for him to have family there if they are needed.

With a rezoning, we would be able to apply for a permit to add additional space to the current home, or in the future build an additional home as the family grows. Having that opportunity would be so much more dynamic for the family.

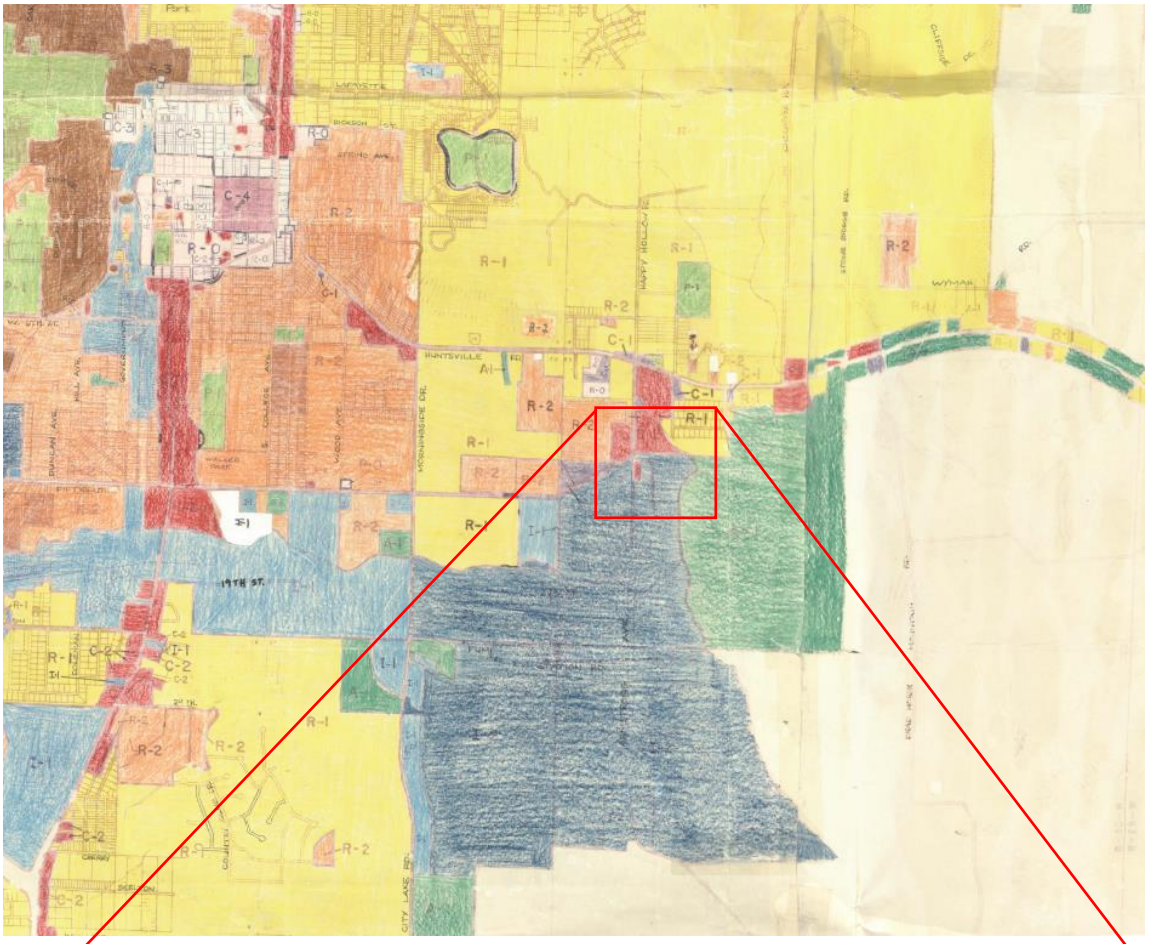
We are requesting that the property be rezoned to CS, Community Services.

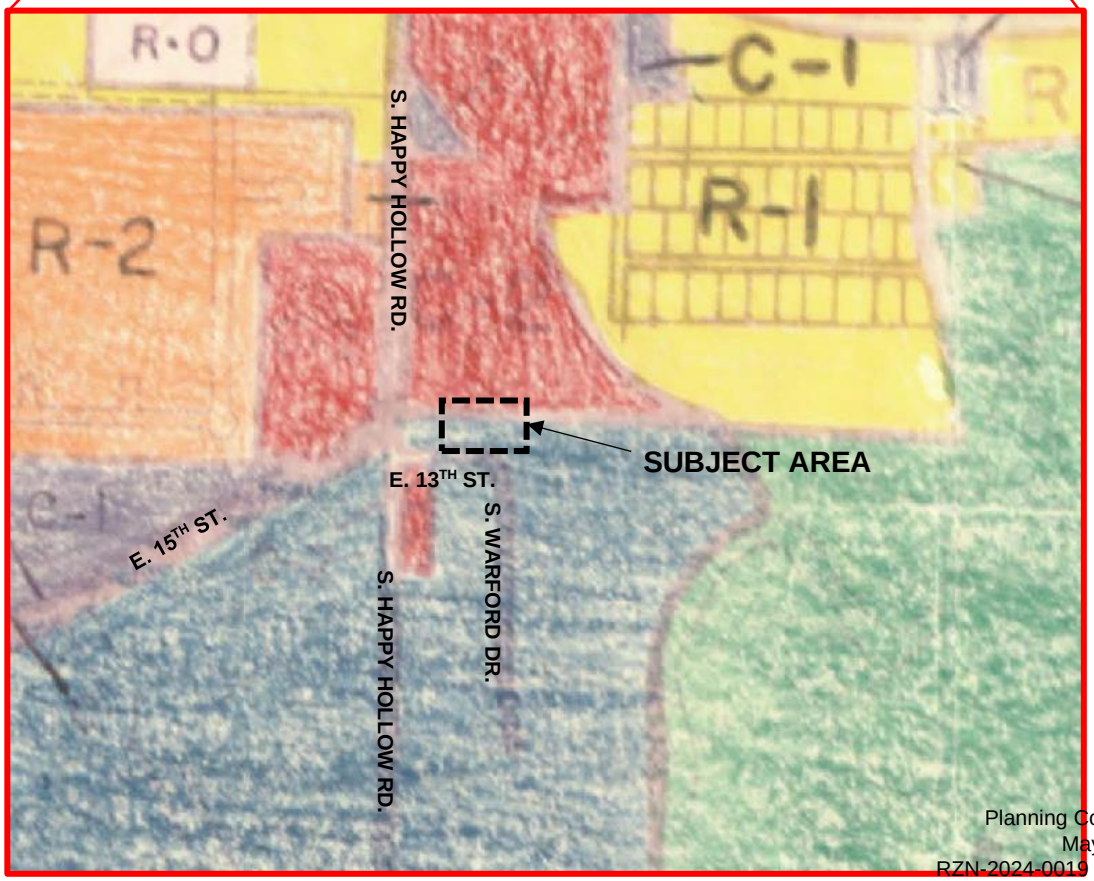
We appreciate your time and consideration in helping us move toward our future.

Sincerely,

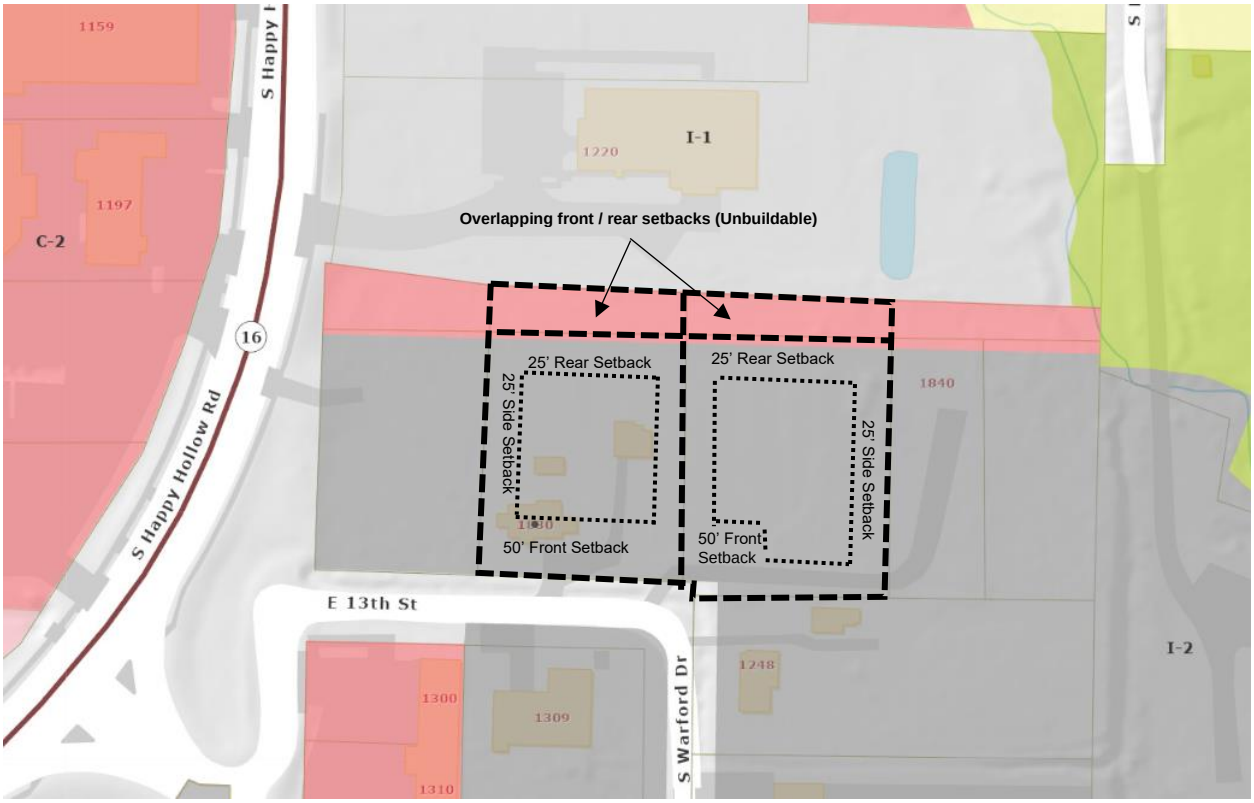
The Kellar Family

STAFF EXHIBIT:
ORIGINAL ZONING MAP





STAFF EXHIBIT:
CURRENT SETBACK ANALYSIS



3.1.8 Encourage new development that supports and compliments the unique characteristics and economic values of employment clusters in and around downtown, the U of A, the north end, the rail corridor, Drake Field and the Industrial Park.

There are two emerging central places in Fayetteville that contain a mixture of residential and commercial land uses, alternative transportation linkages, and employment centers in proximity to each other. At a neighborhood scale, this mixture of uses is often described as a "complete, compact and connected" place. The downtown/university area of the central city is rapidly redeveloping with residential and commercial activities and the uptown area is filling-in with medium-density residential to complement some of the existing commercial and office uses. Both districts have street network needs that should be addressed to encourage the efficient use of land and transportation improvements for each are described as recommendations in the Fayetteville Mobility Plan.

The Infill Assessment Map tool that staff developed as part of this plan update provides a general locational framework for identifying parcels and areas that have proximity to existing utilities, infrastructure and services. Undeveloped or underutilized lands that score highly on the Infill Assessment Map should be considered prime candidates for future development with uses and building forms that are complementary to the existing neighborhood.

The Growth Concept Map is also useful for encouraging the development of mixed-use and neighborhood-scaled central places that provide nearby residents with some of their daily needs in proximity.

3.1.9 Determine feasibility of a tiered impact fee system.

A tiered impact fee system requires new development to pay its proportionate share of the costs to the municipality associated with providing necessary public services to the development based on its location. Tiered impact fees are based on the general acknowledgement that parcels and locations that are near the core of the city would have less impact, and areas on the urban fringe have more impact. Development on the fringe of the city will cost the City more over time to provide street infrastructure, water and sewer, and life-safety services. Therefore, development on the fringe should pay a higher impact fee upfront for these utilities, infrastructure and services. Phoenix, Arizona, Bellevue, Washington, Kansas City, Missouri and Conway, Arkansas have all implemented an impact fee system where the fee varies depending on where the development is proposed.

Photo 3.8 - Construction in Downtown Fayetteville

Photo 12.29 - Industrial Complex

Future Land Use Map Designations (contd.)

Industrial Areas are those areas where buildings by their intrinsic functions, disposition or configuration, cannot conform to one of the other designated areas and/or its' production process requires the area to be separated from other uses. The guiding policies of Industrial Areas are:

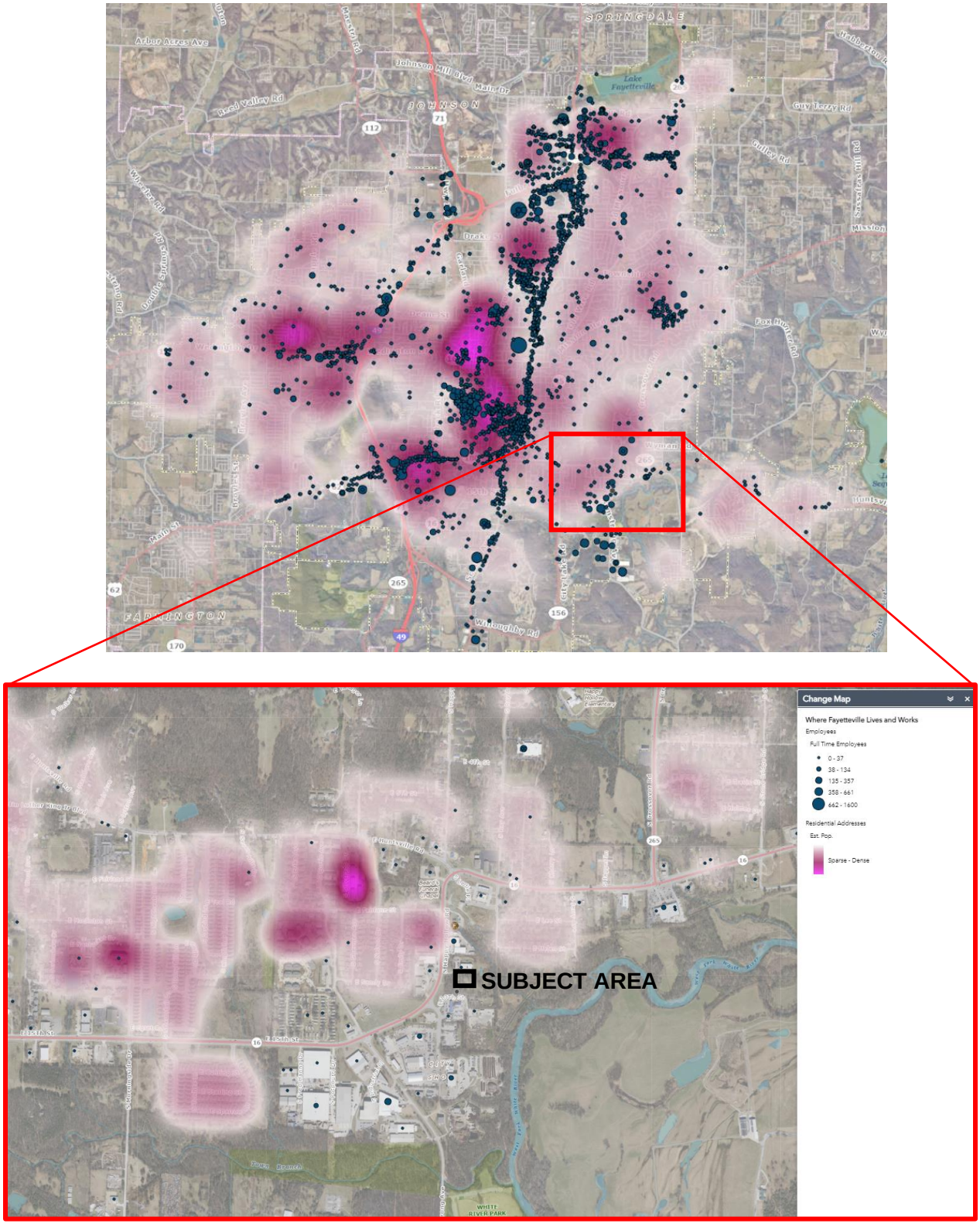
1. Noise, visual, air, water and other pollution shall be minimized through performance standards.
2. New industry shall be recruited and encouraged to locate within the existing industrial park unless rail access is necessary to the industry.
3. Industrial zones that are not consistent with the Future Land Use map should be rezoned to more appropriate uses.
4. Encourage the use of "green" technologies to minimize noise, air and water pollution.

Photo 12.30 - Tyson Plant

Photo 12.31 - Clean Technology Building

Photo 12.32 - Arkansas Research and Technology Park (ARTP)

STAFF EXHIBIT:
RESIDENTIAL DENSITY AND JOBS

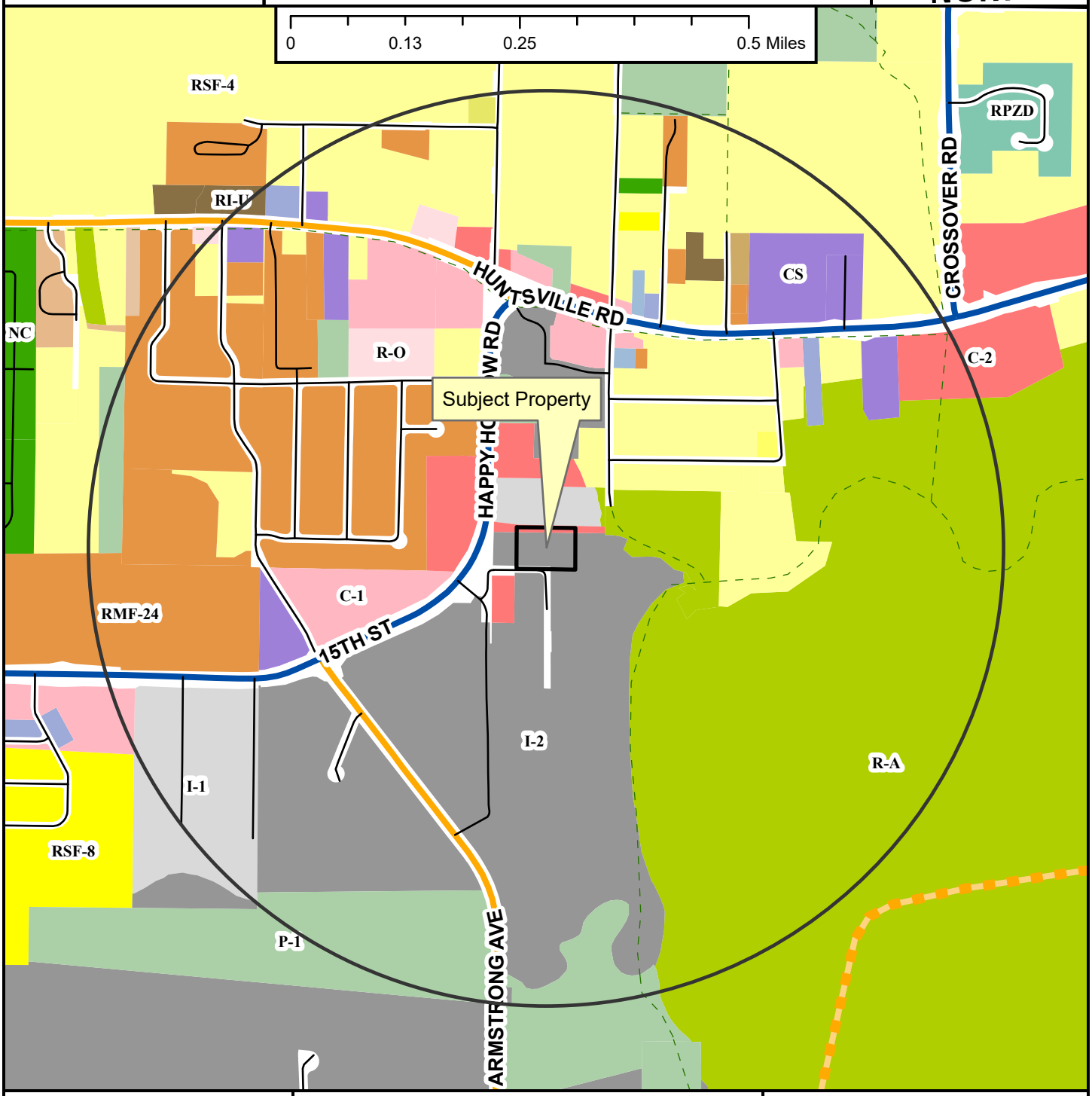


RZN-2024-0019

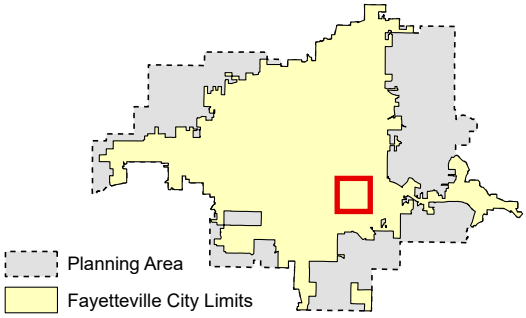
One Mile View

1830 E. 13TH ST

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
NS-G
RI-U
RI-12
NS-L
Residential-Agricultural
RSF-.5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18

RESIDENTIAL MULTI-FAMILY
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40

INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial

EXTRACTION
E-1

COMMERCIAL
Residential-Office
C-1
C-2
C-3

FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation

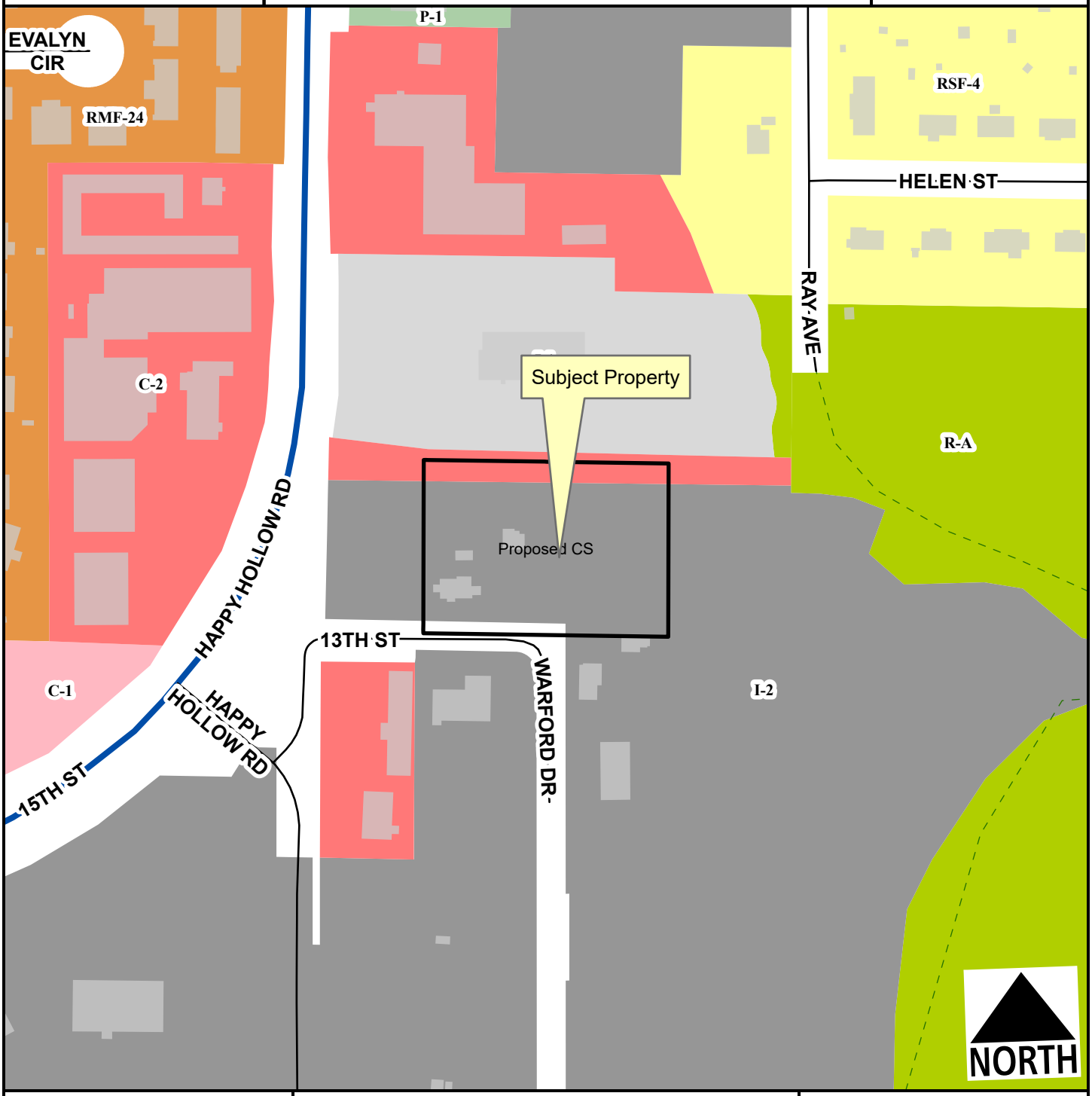
PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential

INSTITUTIONAL
P-1

RZN-2024-0019

Close Up View

1830 E. 13TH ST



Regional Link - High Activity
Residential Link
Trail (Proposed)
Planning Area
Fayetteville City Limits

Feet
0 75 150 300 450 600
1:2,400

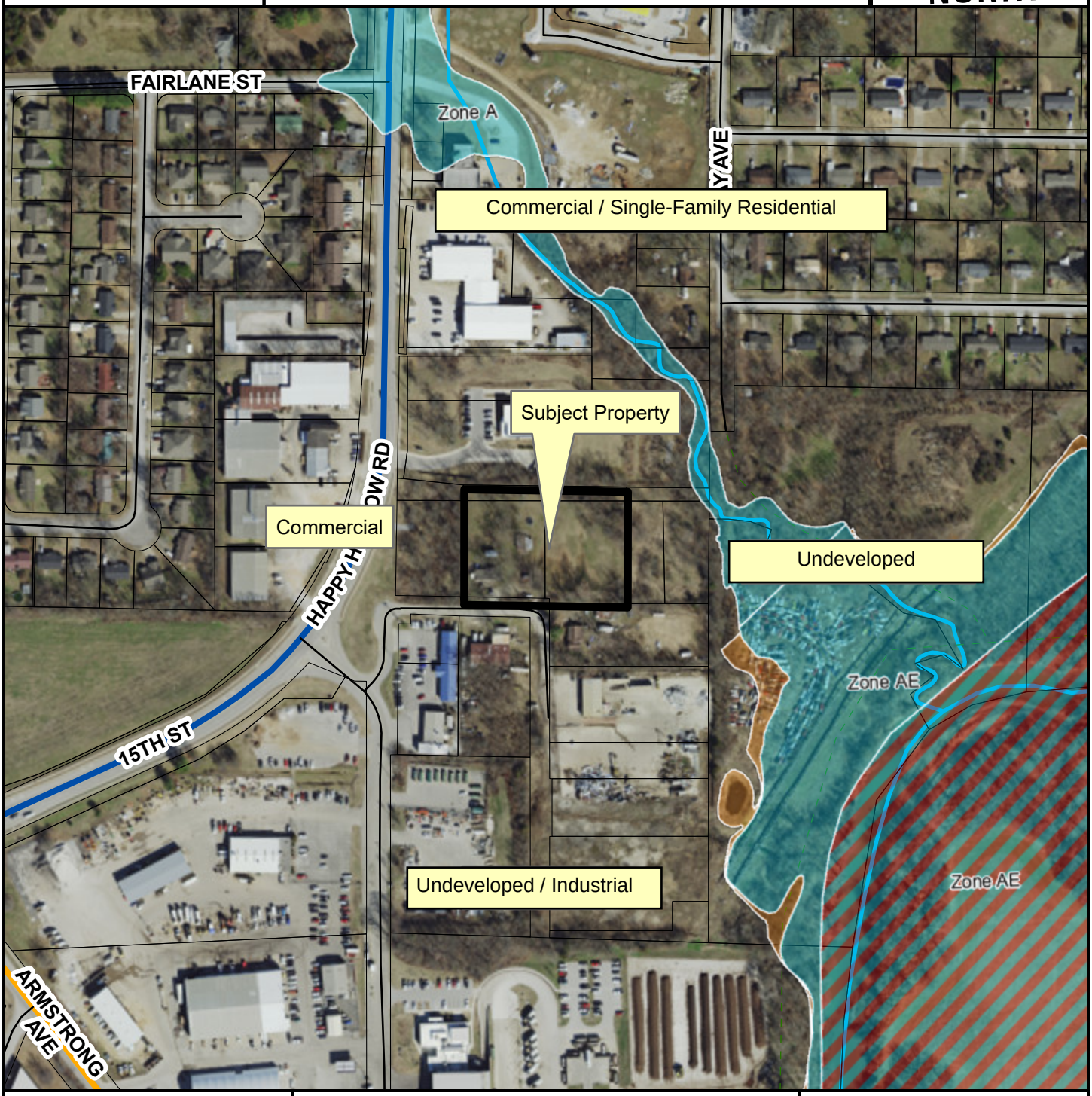
Zone	Current	Proposed
C-2	0.2	0.0
CS	0.0	1.9
I-2	1.6	0.0
Total	**1.9 ac**	

RZN-2024-0019

Current Land Use

1830 E. 13TH ST

NORTH



Neighborhood Link
Regional Link - High Activity
Residential Link
Trail (Proposed)
Planning Area
Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

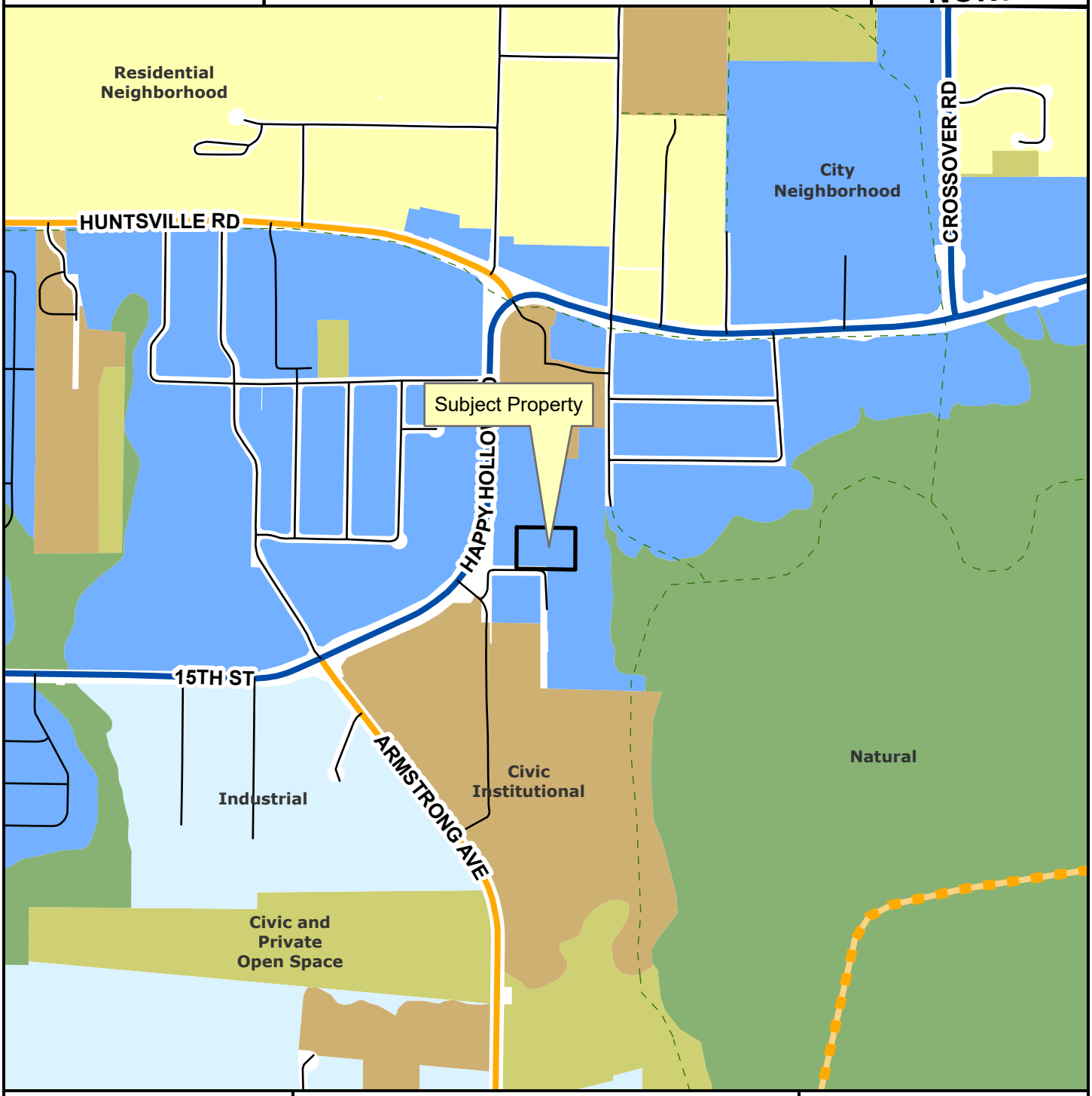
100-Year Floodplain
Floodway

RZN-2024-0019

Future Land Use

1830 E. 13TH ST

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-150

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU:

FROM:

SUBJECT: **Ordinance to rezone 0.37 acres in The Pines at Springwood**

RECOMMENDATION:

BACKGROUND:
On May 7, 2024, the City Council considered an ordinance to rezone various expired PZDs in Wards 1, 2, and 4. The item was held on the first reading. At the City Council's request, the City Attorney's office prepared an amended ordinance that removed the Park West and Springwoods PZDs which were to be considered by the Environmental Action Committee. On May 21, the City Council approved the revised ordinance rezoning only the Cliffside PZD, Westbrook Village Phase 2, and Paddock Road Subdivision.

DISCUSSION:
The City Attorney's Office has prepared a new ordinance rezoning this 0.37 acre parcel in the Pines at Springwood which is part of the larger Springwoods PZD for the City Council's consideration.

BUDGET/STAFF IMPACT:
n/a

ATTACHMENTS: Ex A The Pines (#3), Ex B The Pines (#4), Agenda Request - .37 acres (#5)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-150

Ordinance to rezone 0.37 acres in The Pines at Springwood

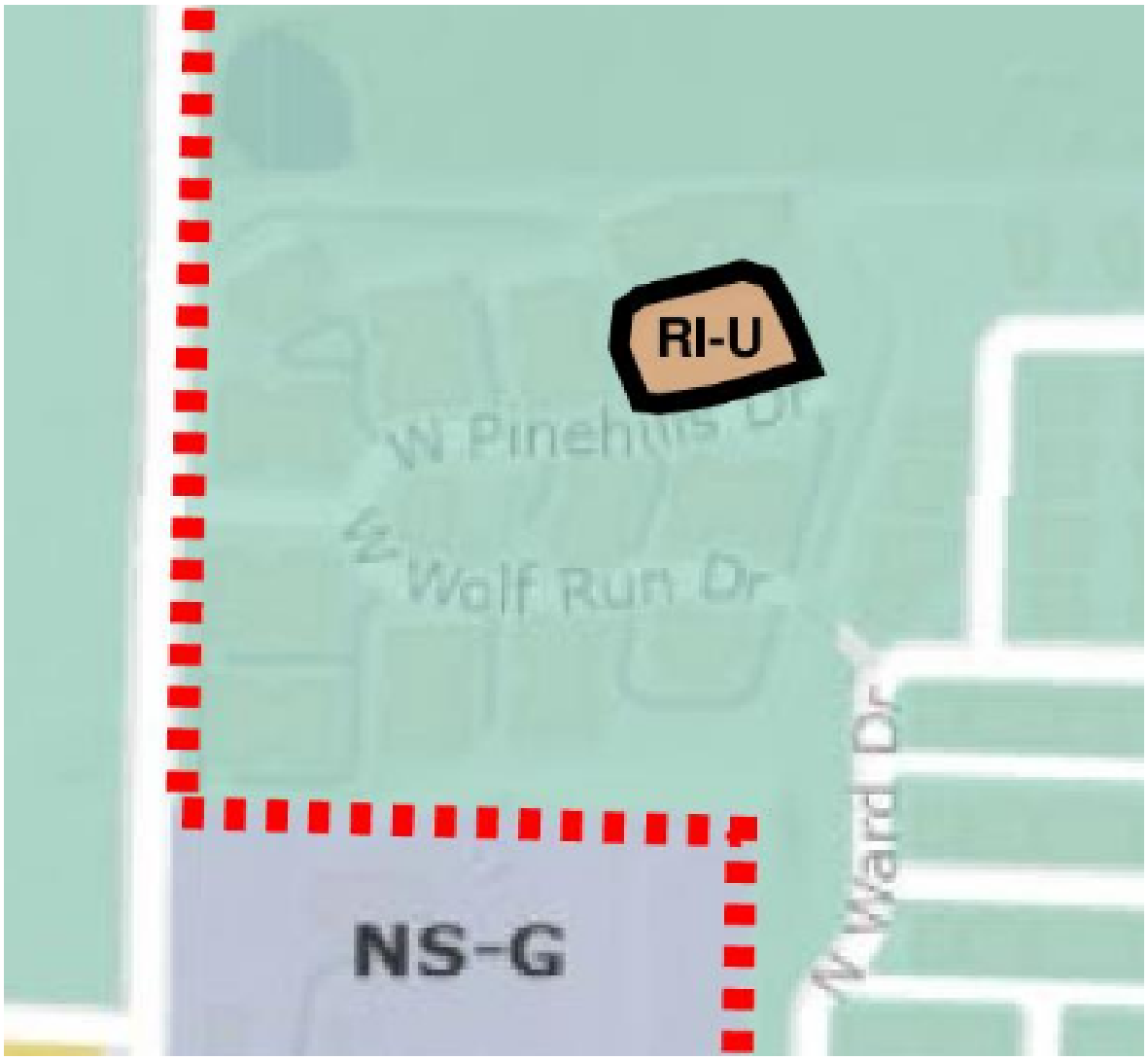
AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0011 FOR 0.37 ACRES LOCATED ON NORTH PINEHILLS DRIVE IN THE SPRINGWOODS PZD IN WARD 2 FROM PLANNED ZONING DISTRICT TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from Planned Zoning District to Residential Intermediate-Urban.

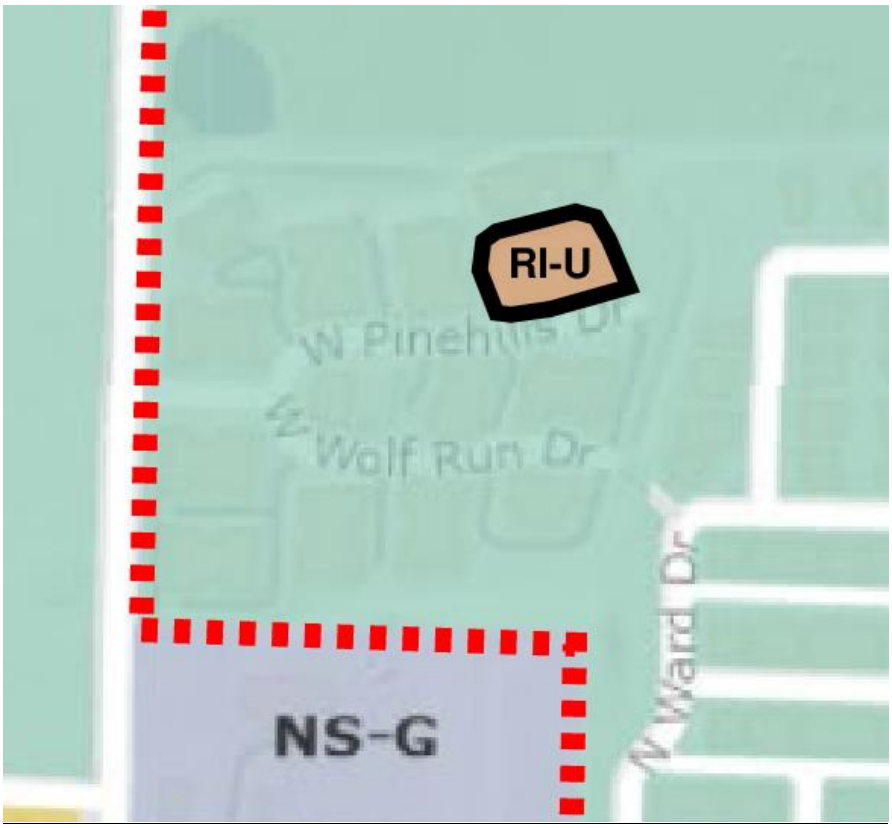
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

EXHIBIT A



The Pines

EXHIBI T B



Proposed RI-U Zoning
Staff Created Legal Description

A part of the Northwest Quarter (NW) of the Southwest Quarter (SW ¼) of Section Thirty-three (33), Township Seventeen (17) North, Range Thirty (30) West, Fifth Principal Meridian, Washington County, Arkansas being more particularly described as follows:
Commencing at the Northwest (NW) corner of said Section Thirty-three (33) as shown on Instrument Number 2019-034613 filed for record with the Office of the Circuit Clerk and Ex-Officio Recorder of said County;
thence South 02°28’26” West 1816.10 feet to a point; thence South 02°30’44” West 1806.69 feet to a point; thence South 89°13’36” East 843.85 feet to a point; thence South 00°46’24” East 143.81 feet to the **Point of Beginning**;
thence North 80°40'42" East 123.65 feet to a point;
thence South 57°28'51" East 21.49 feet to a point;
thence South 12°28'51" East 97.61 feet to a point;
thence South 77°31'09" West 129.66 feet to a point;
thence North 57°28'51" West 20.92 feet to a point;
thence North 09°19'18" West 104.99 feet to the point of beginning,
having an area of 16227 square feet, more or less.

Civic Clerk Item No.: 2024-150

AGENDA REQUEST FORM

FOR: Council Meeting of June 4, 2024

FROM: City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0011 FOR 0.37 ACRES LOCATED ON NORTH PINEHILLS DRIVE IN THE SPRINGWOODS PZD IN WARD 2 FROM PLANNED ZONING DISTRICT TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

APPROVED FOR AGENDA:

City Attorney Kit Williams

5-23-24
Date

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-149

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Kit Williams, City Attorney

SUBJECT: **Ordinance to rezone a portion of the expired Springwoods PZD**

RECOMMENDATION:

BACKGROUND:
On May 7, 2024, the City Council considered an ordinance to rezone various expired PZDs in Wards 1, 2, and 4. The item was held on the first reading. At the City Council's request, the City Attorney's office prepared an amended ordinance that removed the Park West and Springwoods PZDs which were to be considered by the Environmental Action Committee. On May 21, the City Council approved the revised ordinance rezoning only the Cliffside PZD, Westbrook Village Phase 2, and Paddock Road Subdivision.

DISCUSSION:
The City Attorney's Office has prepared a new ordinance rezoning 23.14 acres in the Springwoods PZD for the City Council's consideration to UT, Urban Thoroughfare and CS, Community Services.

BUDGET/STAFF IMPACT:
n/a

ATTACHMENTS: Ex A Springwoods - Less The Pines (#3), Ex B Springwoods - Less The Pines (#4), Agenda Request - 23.14 acres (#5), Environmental Action Committee Statement (#6)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-149

Ordinance to rezone a portion of the expired Springwoods PZD

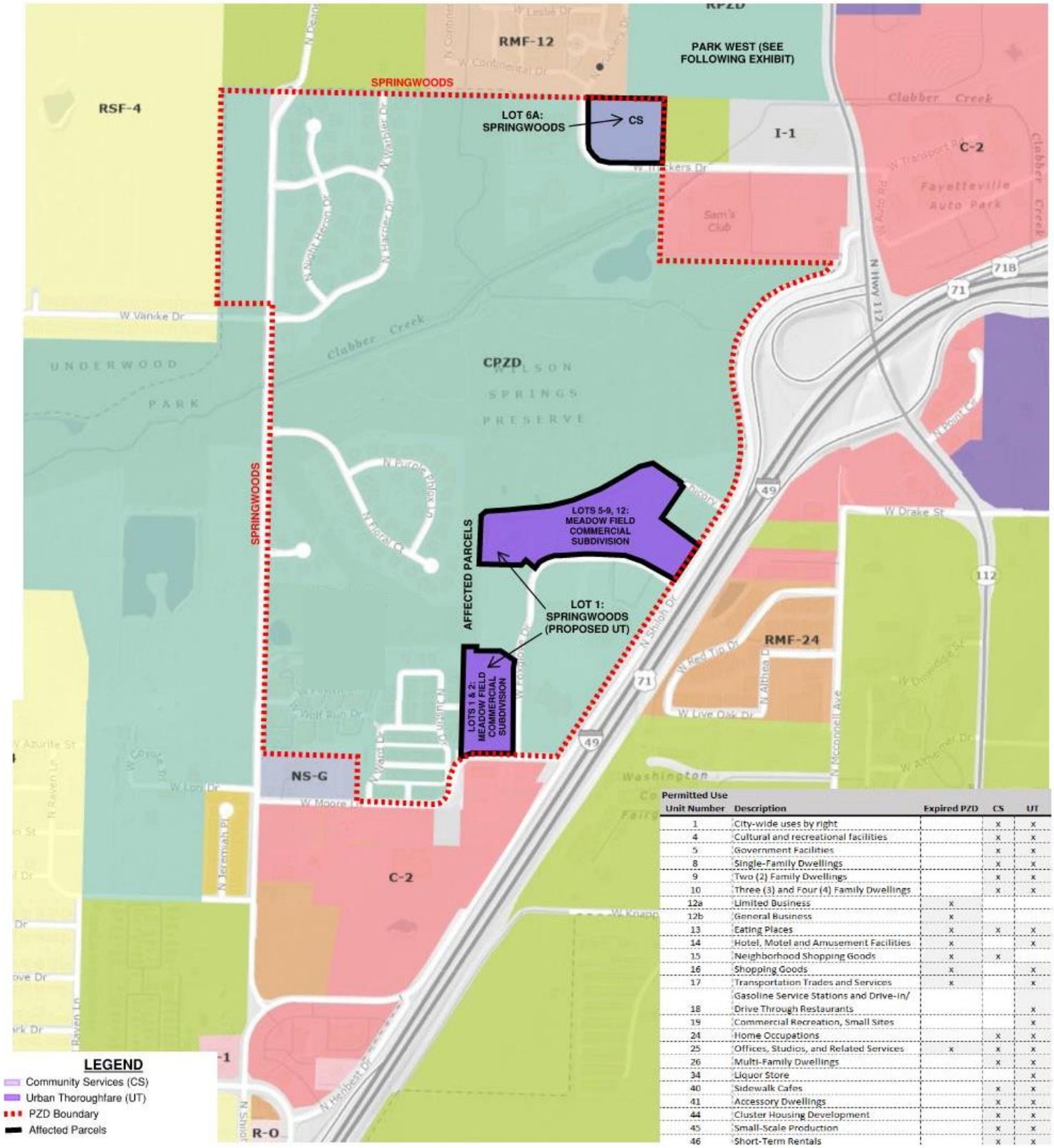
AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0011 FOR 23.14 ACRES IN THE SPRINGWOODS PZD IN WARD 2 FROM PLANNED ZONING DISTRICT TO UT, URBAN THOROUGHFARE AND CS, COMMUNITY SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from Planned Zoning District to UT, Urban Thoroughfare (23.7 acres) and CS, Community Services (15.71 acres)

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

EXHIBIT A



Permitted Use

Unit Number	Description	Expired PZD	CS	UT
1	City-wide uses by right		x	x
4	Cultural and recreational facilities		x	x
5	Government Facilities		x	x
8	Single-Family Dwellings		x	x
9	Two (2) Family Dwellings		x	x
10	Three (3) and Four (4) Family Dwellings		x	x
12a	Limited Business	x		
12b	General Business	x		
13	Eating Places	x	x	x
14	Hotel, Motel and Amusement Facilities	x		x
15	Neighborhood Shopping Goods	x	x	
16	Shopping Goods	x		x
17	Transportation Trades and Services	x		x
18	Gasoline Service Stations and Drive-In/ Drive Through Restaurants			x
19	Commercial Recreation, Small Sites			x
24	Home Occupations		x	x
25	Offices, Studios, and Related Services	x	x	x
26	Multi-Family Dwellings		x	x
34	Liquor Store			x
40	Sidewalk Cafes		x	x
41	Accessory Dwellings		x	x
44	Cluster Housing Development		x	x
45	Small-Scale Production		x	x
46	Short-Term Rentals		x	x

SPRINGWOODS

EXHIBI T B

Proposed UT

LOTS 1-2, 5-10, AND 12 OF THE FINAL PLAT OF MEADOW FIELD COMMERCIAL SUBDIVISION, BEING A REPLAT OF SPRINGWOODS LOT #1, INCLUDING THE FOLLOWING PARCELS

MEADOW FIELD COMMERCIAL SUBDIVISION LOT 1 (PID 765-25745-000)
MEADOW FIELD COMMERCIAL SUBDIVISION LOT 2 (PID 765-25746-000)
MEADOW FIELD COMMERCIAL SUBDIVISION LOT 5 (PID 765-25749-000)
MEADOW FIELD COMMERCIAL SUBDIVISION LOT 6 (PID 765-25750-000)
MEADOW FIELD COMMERCIAL SUBDIVISION LOT 7 (PID 765-25751-000)
MEADOW FIELD COMMERCIAL SUBDIVISION LOT 8 (PID 765-25752-000)
MEADOW FIELD COMMERCIAL SUBDIVISION LOT 9 (PID 765-25753-000)
MEADOW FIELD COMMERCIAL SUBDIVISION LOT 10 (PID 765-25754-000)
MEADOW FIELD COMMERCIAL SUBDIVISION LOT 12 (PID 765-25756-000)

RZN-2024-0011
EXHIBI T B

Proposed CS

Extended Legal

PT LOT 6
FURTHER DESCRIBED FROM 2022-3463 AS:
ALL OF LOT 6A OF SPRINGWOODS C-PZD AS RECORDED IN PLAT RECORD 2006-00029843, BEING LOCATED IN A PART OF THE NE OF THE NW AND IN A PART OF THE NW OF THE NE OF
SECTION 33, TOWNSHIP 17 NORTH, RANGE 30 WEST IN FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: STARTING AT NE CORNER OF THE NE OF THE NW OF SECTION 33 FOR THE TRUE POINT OF BEGINNING; THENCE SOUTH 87°12 MINUTES 42 SECONDS EAST 247.42 FEET; THENCE SOUTH 02°27 MINUTES 35 SECONDS WEST 418.05 FEET; THENCE NORTH 87°54 MINUTES 20 SECONDS WEST 329.13 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVINGA RADIUS OF 165.00 FEET, AN ARC LENGTH OF 260.23 FEET AND A CHORD OF NORTH 42°43 MINUTES 22 SECONDS WEST 234.09 FEET; THENCE NORTH 02°27 MINUTES 35 SECONDS EAST 257.55 FEET; THENCE SOUTH 87° 18 MINUTES 53 SECONDS EAST 247.76 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 4.649 ACRES, MORE OR LESS,

Civic Clerk Item No.: 2024-149

AGENDA REQUEST FORM

FOR: Council Meeting of June 4, 2024

FROM: City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0011 FOR 23.14 ACRES IN THE SPRINGWOODS PZD IN WARD 2 FROM PLANNED ZONING DISTRICT TO UT, URBAN THOROUGHFARE AND CS, COMMUNITY SERVICES

APPROVED FOR AGENDA:

City Attorney Kit Williams

5-23-24
Date

Environmental Action Committee Statement

Agenda items C3 and C4 for the June 4th City Council Meeting

The City of Fayetteville's Environmental Action Committee (EAC) is aware that the City Council will be voting to re-establish zoning in 2 areas, Park West and Spring Woods, from their current un-zoned status to a combination of UT (Urban Thoroughfare) and CS (Community Services) for the former, and UT exclusively for the latter. This would allow for the densest and most varied possible development in the city. Given the environmental significance of these two parcels to the City's ongoing effort for climate resiliency as well as the importance of protecting Wilson Springs, we respectfully recommend and encourage that you instead consider rezoning Spring Woods and Park West to RA (Residential Agriculture) rather than UT (Urban Thoroughfare) for the following reasons.

The EAC has worked diligently for some time evaluating development of the Climate Action Plan (CAP), and the Climate Resilience Mapping Tool which was developed as an outcome of crafting the CAP itself. This document and associated software tool have succeeded in the goal of objectively describing parcels of land in the city in relation to how much (or little) they can support the long-term resiliency to withstand predicted changes in the climate. The Climate Resilience Map is a groundbreaking scientific tool to assist in making decisions for our rapidly growing city. City staff and Olsson engineering have done an excellent job of creating this tool which can help all involved to make better informed decisions associated with future development. It is now possible to look at any parcel of land in the city to reference it's ranking on this interactive mapping tool from least to most impactful on climate resiliency from development.

Given what we have learned from the Climate Resiliency Map scoring data, the EAC would advocate for a reconsideration in zoning of the two parcels in question. The Park West and Springwoods parcels have identifiable ecosystem services and ecological resilience attributes that make them valuable for consideration and protection. We would like to draw your attention to the fact that only a comparatively small number of parcels in the city exhibit such a significant score. Significant scores indicate parcels are ecologically significant and should be protected due to the ecosystem services they provide. The ecosystem services that the 2 un-zoned areas support include, but are not limited to, (1) supporting the health of Wilson Springs and Clabber Creek and their associated ecosystems and (2) absorption and remediation of rainwater. This is critical as climate change continues to contribute to greater and more frequent flooding events. Even as the city moves toward adoption of a new tax for storm-water services, the Council needs to be ever vigilant that future zoning changes and development will not exacerbate flooding issues within the city.

While neither the Climate Action Plan or the Climate Resilience Mapping Tool have been discussed or adopted by the City Council at this time, both are coming forward for consideration later this summer. The goal, of course, is to keep Fayetteville as healthy and livable by evaluating data gathered through numerous methods, and organizing that data to ensure well informed solutions are always available to planners and policy makers.

The EAC is cognizant of the fact that high density urban thoroughfares are important to the long-term health of a city. As such, we will soon be taking a detailed look into the proposed College Avenue changes for one. At first glance, we noticed that most of the parcels in that area score very low on the Climate Resiliency Map. This suggests College Avenue corridor might be an example of a more appropriate site for high density development rather than endorsing the highest density zoning on particularly ecologically valuable parcels which could send a negative signal to our residents as to the future of environmental protection in our vibrant, fast-growing city.

Jeff Pummill
Environmental Action Committee Chair

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-147

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Kit Williams, City Attorney

SUBJECT: **Ordinance to rezone 39.41 acres in the expired Park West PZD**

RECOMMENDATION:

BACKGROUND:
On May 7, 2024, the City Council considered an ordinance to rezone various expired PZDs in Wards 1, 2, and 4. The item was held on the first reading. At the City Council's request, the City Attorney's office prepared an amended ordinance that removed the Park West and Springwoods PZDs which were to be considered by the Environmental Action Committee. On May 21, the City Council approved the revised ordinance rezoning only the Cliffside PZD, Westbrook Village Phase 2, and Paddock Road Subdivision.

DISCUSSION:
The City Attorney's Office has prepared a new ordinance rezoning the Park West PZD for the City Council's consideration.

BUDGET/STAFF IMPACT:
n/a

ATTACHMENTS: Ex A Park West (#3), Ex B Park West (#4), Agenda Request - Park West PZD (#5), Environmental Action Committee Statement (#6)

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

File #: 2024-147

Ordinance to rezone 39.41 acres in the expired Park West PZD

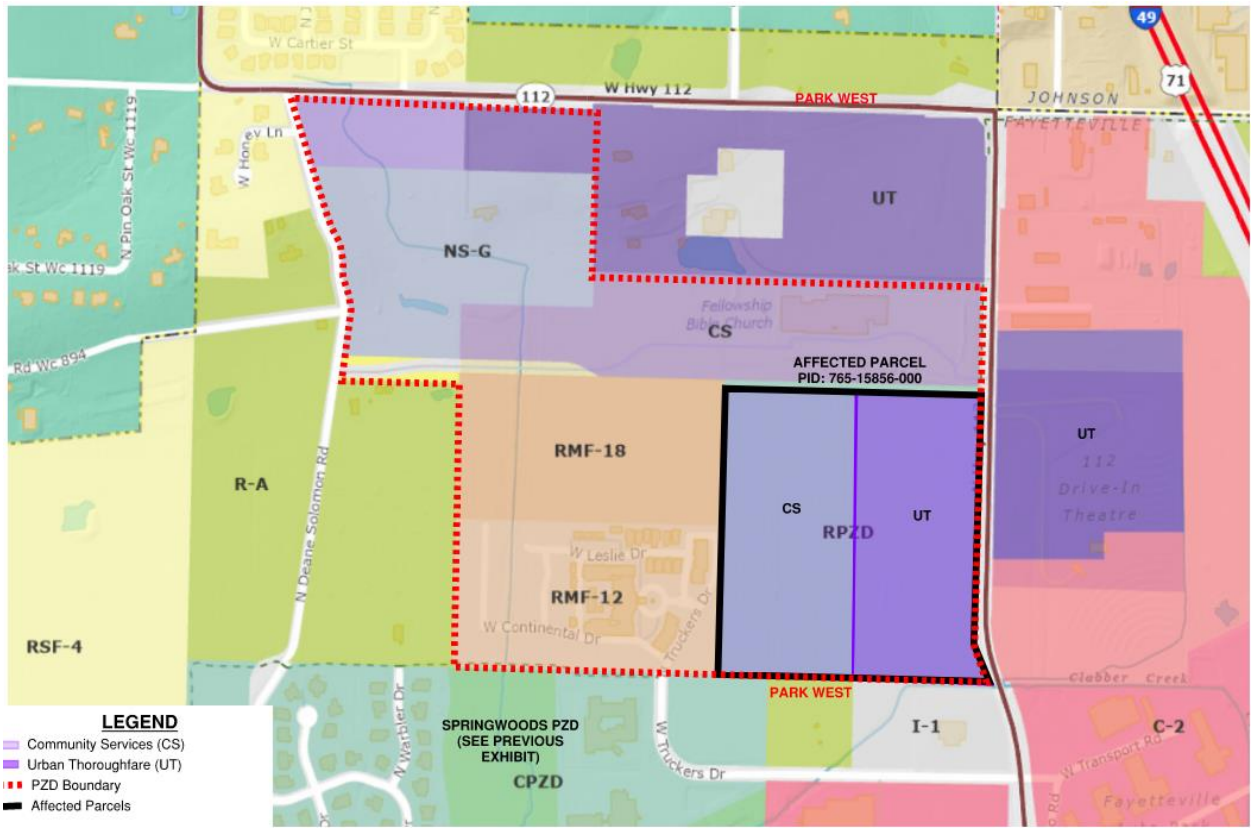
AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0011 FOR 39.41 ACRES IN THE PARK WEST PZD ON NORTH HIGHWAY 112 IN WARD 2 FROM PLANNED ZONING DISTRICT TO UT, URBAN THOROUGHFARE AND CS, COMMUNITY SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from Planned Zoning District to UT, Urban Thoroughfare (23.7 acres) and CS, Community Services (15.71 acres)

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

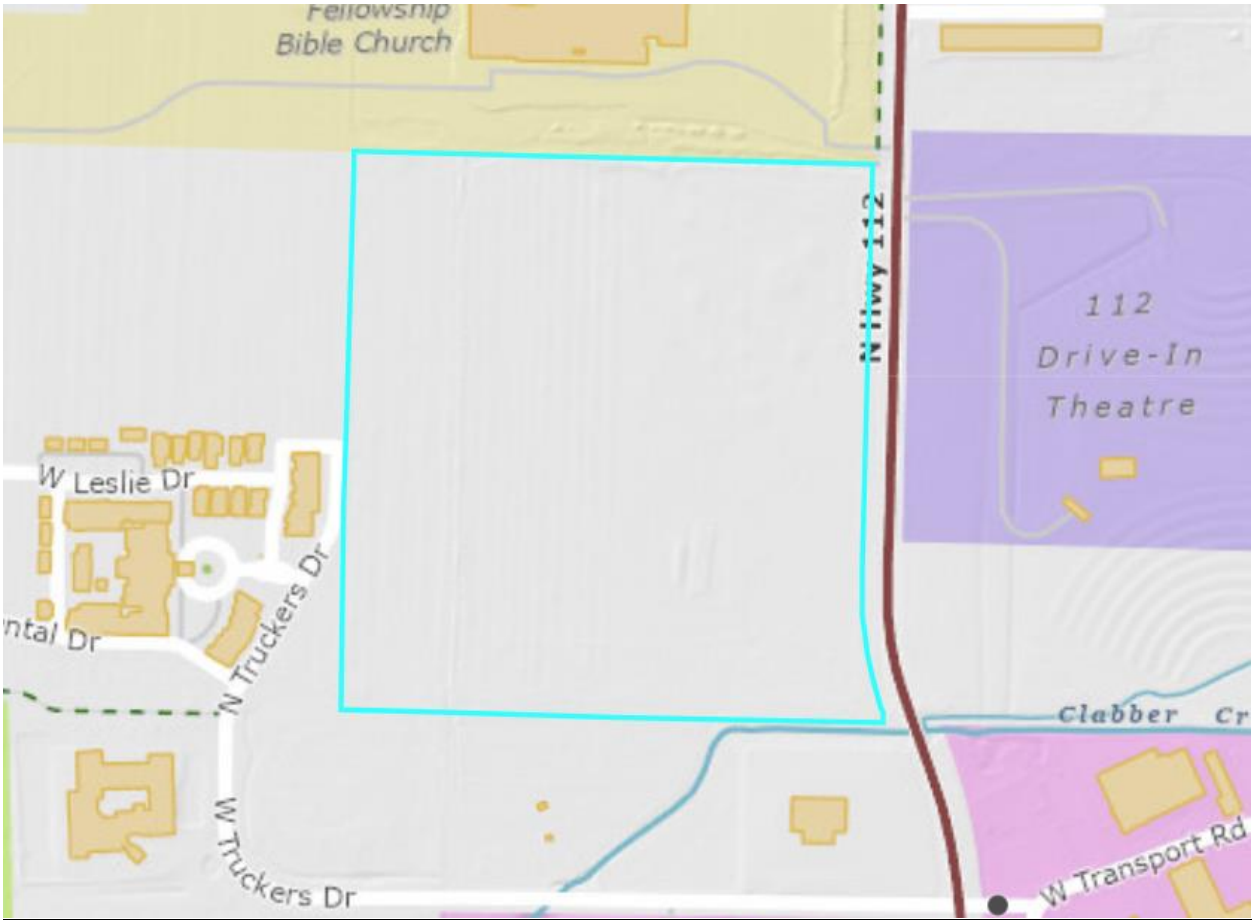
EXHIBIT A



PARK WEST

EXHIBI T B

RZN-2024-0011 LEGAL DESCRIPTIONS



Parent Tract: (Assessor's Page)

SW SE & SE SW 39.43 FURTHER DESCRIBED FROM 2017-7010 AS: PART OF THE WEST HALF OF THE SOUTHEAST QUARTER, ALL IN SECTION TWENTY-EIGHT (28), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE SW l/4 OF SAID SECTION 28 BEING A FOUND COTTON PICKER SPINDLE IN ASPHALT ROADWAY; THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF THE SW 1/4, S02°34'52"W A DISTANCE OF 1283.11 FEET TO A FOUND IRON PIN WITH CAP "PLS 1439"; THENCE LEAVING SAID WEST LINE, S87°l9'58"E A DISTANCE OF 1315.10 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE S87°l9'58"E A DISTANCE OF 1266.91 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 112 THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING EIGHT (8) CALLS, S02°43'18"W A DISTANCE OF 978.38 FEET TO A POINT; THENCE S02°02'26"W A DISTANCE OF 63.14 FEET TO A POINT; THENCE S00°11'50"W A DISTANCE OF 51.97 FEET TO A POINT; THENCE S03°04'07"E A DISTANCE OF 40.08 FEET TO A POINT; THENCE S07°04'04"E A DISTANCE OF 55.68 FEET TO A POINT; THENCE S11°50'44"E A DISTANCE OF 58.74 FEET TO A POINT; THENCE S15°34'53"E A DISTANCE OF 71.32 FEET TO A POINT; THENCE S18°13'53"E A DISTANCE OF 15.95 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY, S02°32'54"W A DISTANCE OF 26.08 FEET TO A FOUND 3 INCH ALUMINUM CAP AT THE SOUTHEAST CORNER OF THE SW l/4 OF THE SE 1/4 OF SAID SECTION 28; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4 OF THE SE 1/4, N87°08'52"W A DISTANCE OF 1322.12 FEET TO A FOUND IRON PIN WITH CAP "PLS 1439", BEING THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE LEAVING SAID SOUTH LINE, N02°32'22"E A DISTANCE OF 1349.51 FEET TO THE POINT OF BEGINNING. SAID TRACT OR PARCEL OF LAND CONTAINING 39.43 ACRES (1,717,256 SQUARE FEET), MORE OR LESSRECORDS OF WASHINGTON COUNTY, ARKANSAS.

EXHIBI T B

Westerly portion Tract 1 PLA 2017-3176 (Proposed CS Zoning)
A portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Twenty-Eight (28), Township Seventeen (17) North, Range Thirty (30) West, Fifth Principal Meridian, Washington County, Arkansas being more particularly described as follows:
Commencing at the Southeast corner of said Forty (40) acre tract;
thence North 87°08'52" West 819.76 feet to the Point of Beginning;
thence North 87°09'40" West 504.68 feet to a point;
thence North 02°32'22" East 1349.51 feet to a point;
thence South 87°19'58" East 508.97 feet to a point;
thence South 02°43'18" West 1351.02 feet to the point of beginning,
having an area of 15.710 acres, more or less.

Easterly portion Tract 1 PLA 2017-3176 (Proposed UT)
A portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Twenty-Eight (28), Township Seventeen (17) North, Range Thirty (30) West, Fifth Principal Meridian, Washington County, Arkansas being more particularly described as follows:
Beginning at the Southeast corner of said Forty (40) acre tract;
thence North 87°08'52" West 819.76 feet to a point;
thence North 02°43'18" East 1351.02 feet to a point;
thence South 87°19'58" East 757.94 feet to a point;
thence South 02°43'18" West 978.38 feet to a point;
thence South 02°02'26" West 63.14 feet to a point;
thence South 00°11'50" West 51.97 feet to a point;
thence South 03°04'07" East 40.08 feet to a point;
thence South 07°04'04" East 55.68 feet to a point;
thence South 11°50'44" East 58.74 feet to a point;
thence South 15°34'53" East 71.32 feet to a point;
thence South 18°13'53" East 15.95 feet to a point;
thence South 02°32'54" East 26.08 feet to the point of beginning,
having an area of 23.704 acres, more or less.

Civic Clerk Item No.: 2024-147

AGENDA REQUEST FORM

FOR: Council Meeting of June 4, 2024

FROM: City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-0011 FOR 39.41 ACRES IN THE PARK WEST PZD ON NORTH HIGHWAY 112 IN WARD 2 FROM PLANNED ZONING DISTRICT TO UT, URBAN THOROUGHFARE AND CS, COMMUNITY SERVICES

APPROVED FOR AGENDA:

City Attorney Kit Williams

May 23, 2024
Date

Environmental Action Committee Statement

Agenda items C3 and C4 for the June 4th City Council Meeting

The City of Fayetteville's Environmental Action Committee (EAC) is aware that the City Council will be voting to re-establish zoning in 2 areas, Park West and Spring Woods, from their current un-zoned status to a combination of UT (Urban Thoroughfare) and CS (Community Services) for the former, and UT exclusively for the latter. This would allow for the densest and most varied possible development in the city. Given the environmental significance of these two parcels to the City's ongoing effort for climate resiliency as well as the importance of protecting Wilson Springs, we respectfully recommend and encourage that you instead consider rezoning Spring Woods and Park West to RA (Residential Agriculture) rather than UT (Urban Thoroughfare) for the following reasons.

The EAC has worked diligently for some time evaluating development of the Climate Action Plan (CAP), and the Climate Resilience Mapping Tool which was developed as an outcome of crafting the CAP itself. This document and associated software tool have succeeded in the goal of objectively describing parcels of land in the city in relation to how much (or little) they can support the long-term resiliency to withstand predicted changes in the climate. The Climate Resilience Map is a groundbreaking scientific tool to assist in making decisions for our rapidly growing city. City staff and Olsson engineering have done an excellent job of creating this tool which can help all involved to make better informed decisions associated with future development. It is now possible to look at any parcel of land in the city to reference it's ranking on this interactive mapping tool from least to most impactful on climate resiliency from development.

Given what we have learned from the Climate Resiliency Map scoring data, the EAC would advocate for a reconsideration in zoning of the two parcels in question. The Park West and Springwoods parcels have identifiable ecosystem services and ecological resilience attributes that make them valuable for consideration and protection. We would like to draw your attention to the fact that only a comparatively small number of parcels in the city exhibit such a significant score. Significant scores indicate parcels are ecologically significant and should be protected due to the ecosystem services they provide. The ecosystem services that the 2 un-zoned areas support include, but are not limited to, (1) supporting the health of Wilson Springs and Clabber Creek and their associated ecosystems and (2) absorption and remediation of rainwater. This is critical as climate change continues to contribute to greater and more frequent flooding events. Even as the city moves toward adoption of a new tax for storm-water services, the Council needs to be ever vigilant that future zoning changes and development will not exacerbate flooding issues within the city.

While neither the Climate Action Plan or the Climate Resilience Mapping Tool have been discussed or adopted by the City Council at this time, both are coming forward for consideration later this summer. The goal, of course, is to keep Fayetteville as healthy and livable by evaluating data gathered through numerous methods, and organizing that data to ensure well informed solutions are always available to planners and policy makers.

The EAC is cognizant of the fact that high density urban thoroughfares are important to the long-term health of a city. As such, we will soon be taking a detailed look into the proposed College Avenue changes for one. At first glance, we noticed that most of the parcels in that area score very low on the Climate Resiliency Map. This suggests College Avenue corridor might be an example of a more appropriate site for high density development rather than endorsing the highest density zoning on particularly ecologically valuable parcels which could send a negative signal to our residents as to the future of environmental protection in our vibrant, fast-growing city.

Jeff Pummill
Environmental Action Committee Chair