

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Tentative Agenda

Tuesday, August 27, 2024

4:30 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

ZOOM INFORMATION:**1. WEBINAR ID: 879 7808 1197**

[PUBLIC REGISTRATION LINK: HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_XBOUWH0ETF6TPVVMWA8BQA](https://us06web.zoom.us/join/87978081197)

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****A. CONSENT****A.1. APPROVAL OF THE AUGUST 20, 2024 CITY COUNCIL MEETING MINUTES****A.2. DISTRICT COURT TECHNOLOGY PURCHASE (BUDGET ADJUSTMENT):**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$30,000.00 TO RECOGNIZE AND APPROPRIATE REVENUE FROM THE COURT AUTOMATION FUND FOR UPGRADES TO COURT SERVERS, SOFTWARE, COMPUTERS, AND RELATED TECHNOLOGY EQUIPMENT (2024-390)

A.3. PUBLIC NOTIFICATION - ORDINANCES (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$7,500.00 TO FUND THE PUBLIC NOTIFICATION ACCOUNT TO PUBLISH ORDINANCES PASSED BY THE CITY COUNCIL (2024-470)

A.4. RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION (EASEMENT AGREEMENT):

A RESOLUTION TO APPROVE A RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH CRP/WRDP HAZEN OWNER, LLC TO ALLOW THE DEVELOPER TO ACCESS AND MAKE CERTAIN IMPROVEMENTS TO PARKLAND ALONG HAMESTRING CREEK EAST OF RUPPLE ROAD (2024-446)

A.5. PRIME SANITATION (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND PRIME SANITATION TO HAUL AND DISPOSE OF SOLID WASTE WITHIN THE CITY (2024-429)

A.6. OLSSON ENGINEERING (SERVICE CONTRACT):

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH OLSSON ENGINEERING IN THE AMOUNT OF \$90,720.00 FOR THE DESIGN OF GRADING AND REMEDIATION WORK ASSOCIATED WITH DECOMMISSIONING AND ENVIRONMENTAL CLEANUP OF THE OLD POLICE DEPARTMENT SHOOTING RANGE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$9,072.00 (2024-428)

A.7. RIVER CITY HYDRAULICS (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A TYMCO MODEL 600 STREET SWEEPER FROM RIVER CITY HYDRAULICS IN THE AMOUNT OF \$365,665.00, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2024-425)

A.8. RUSH TRUCK CENTERS (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF A 2024 INTERNATIONAL CV515 UTILITY TRUCK FROM RUSH TRUCK CENTERS IN THE AMOUNT OF \$109,955.67, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2024-424)

A.9. KOHLER POWER SYSTEMS (SERVICE CONTRACT):

A RESOLUTION TO AUTHORIZE A GENERATOR MAINTENANCE CONTRACT WITH KOHLER POWER SYSTEMS THROUGH NOVEMBER 22, 2026 AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-437)

A.10. 120 WATER AUDITS, INC. (AMENDMENT NO. 1):

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH 120 WATER AUDITS, INC. IN AN AMOUNT NOT TO EXCEED \$47,020.00 PER YEAR FOR ADDITIONAL SERVICES RELATED TO WATER SERVICE LINE INVENTORY COMPLIANCE (2024-440)

A.11. MCCLELLAND CONSULTING ENGINEERS, INC. (AMENDMENT NO. 4):

A RESOLUTION TO APPROVE AMENDMENT NO. 4 TO THE ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$3,281,300.00 FOR THE WEST CORRIDOR WATER TRANSMISSION MAIN PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT (2024-439)

A.12. JACK TYLER ENGINEERING, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID #24-35 AND AUTHORIZE THE PURCHASE OF TWO SUBMERSIBLE JET AERATORS FROM JACK TYLER ENGINEERING, INC. IN THE TOTAL AMOUNT OF \$298,526.00, PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES (2024-431)

A.13. PRECISION RESCUE (PURCHASE AGREEMENT):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF AMKUS FIREFIGHTING RESCUE EQUIPMENT FROM PRECISION RESCUE IN THE AMOUNT OF \$42,598.50 FOR USE BY THE FAYETTEVILLE FIRE DEPARTMENT (2024-422)

A.14. 4TH JUDICIAL DISTRICT DRUG TASK FORCE (GRANT AWARD):

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT FOR STATE FUNDING OF THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE IN THE AMOUNT OF \$272,301.00, AND TO AUTHORIZE MAYOR JORDAN TO SIGN ALL NECESSARY DOCUMENTS TO RECEIVE THE GRANT FUNDS (2024-419)

B. UNFINISHED BUSINESS**B.1. APPEAL: REZONING-2024-0030: (N. FUTRALL DR BETWEEN WEDINGTON DR & MLK BLVD./WATSON, 480):**

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-30 FOR APPROXIMATELY 6.62 ACRES LOCATED ON NORTH FUTRALL DRIVE BETWEEN WEDINGTON DRIVE AND MLK BOULEVARD IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES - GENERAL, SUBJECT TO A BILL OF ASSURANCE (2024-385)

AT THE 08/20/2024 CITY COUNCIL MEETING THIS ITEM WAS AMENDED TO ADD A BILL OF ASSURANCE AND LEFT ON THE SECOND READING.

C. NEW BUSINESS**C.1. ENTREPRENEURSHIP AND INNOVATION (SERVICE CONTRACTS):**

A RESOLUTION TO AWARD RFP 24-06 AND AUTHORIZE A TWO-YEAR ECONOMIC DEVELOPMENT SERVICES CONTRACT WITH STARTUP JUNKIE CONSULTING TO PROVIDE ENTREPRENEURSHIP AND INNOVATION CONSULTING SERVICES IN THE AMOUNT OF \$250,000.00 ANNUALLY (2024-438)

C.2. COMMUNITY ART WALL (RESOLUTION):

A RESOLUTION TO FORMALLY ESTABLISH THE COMMUNITY ART WALL PROJECT LOCATED AT THE DECOMMISSIONED PUMP HOUSE AT POPLAR STREET AND THE RAZORBACK GREENWAY (2024-433)

C.3. VACATION-2024-0014: (1215 N. KINGS DR/WILLIAMS, 408):

AN ORDINANCE TO APPROVE VAC-24-14 FOR PROPERTY LOCATED AT 1215 NORTH KINGS DRIVE IN WARD 3 TO VACATE A 0.07 ACRE PORTION OF STREET RIGHT-OF-WAY (2024-434)

C.4. VACATION-2024-0015: (210 W. RAVENSWOOD LN/STARR, 640):

AN ORDINANCE TO APPROVE VAC-24-15 FOR PROPERTY LOCATED AT 210 WEST RAVENSWOOD LANE IN WARD 1 TO VACATE A 0.26 ACRE PORTION OF STREET RIGHT-OF-WAY (2024-435)

C.5. REZONING-2024-0037: (402 W. ILA ST/HEAD, 445):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-37 FOR APPROXIMATELY 0.32 ACRES LOCATED AT 402 WEST ILA STREET IN WARD 2 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION (2024-436)

PROPOSED AGENDA ADDITIONS

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

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

**D.2. BEAVER WATER DISTRICT - UPCOMING CAPITAL PROJECTS AND RATE
ADJUSTMENTS - LANE CRIDER**

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Keith Macedo, IT Director

SUBJECT: Budget Adjustment approval for the Fayetteville District Court in the amount of \$30,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for Court servers, software, computers, and related technology equipment.

RECOMMENDATION:

Staff recommends approving the attached Budget Adjustment, for the Fayetteville District Court, in the amount of \$30,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for Court servers, software, computers, and related technology equipment.

BACKGROUND:

Funds will be utilized to purchase the 2024 Court Technology scheduled computer replacements and to replace the livescan fingerprint system which has reached its end of life and will no longer be supported by the state. The remaining funds will be utilized to purchase miscellaneous technology equipment to support Court staff and Court operations which may include video security enhancements, desktop phone replacements, computers, and computer peripherals.

DISCUSSION:

The Automation Fund is supported by Arkansas Statue 16-13-704 which allows the Court to collect monies from installment payments. The Fund is to be used solely for the District Court for technology equipment, automation equipment, and related training.

BUDGET/STAFF IMPACT:

Funds are available within the Court Automation Fund to purchase the referenced technology equipment.

ATTACHMENTS: SRF (#3), BA (#4), State Law 16-13-704 (#5), Court Tech Memo - Signed (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-390

Budget Adjustment approval for the Fayetteville District Court in the amount of \$30,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for Court servers, software, computers, and related technology equipment.

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$30,000.00 TO RECOGNIZE AND APPROPRIATE REVENUE FROM THE COURT AUTOMATION FUND FOR UPGRADES TO COURT SERVERS, SOFTWARE, COMPUTERS, AND RELATED TECHNOLOGY EQUIPMENT

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 \$30,000.00 to recognize and appropriate revenue from the Court Automation Fund for upgrades to court servers, software, computers, and related technology equipment.

City of Fayetteville Staff Review Form

2024-390

Item ID

9/3/2024

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

Keith Macedo

8/1/2024

INFORMATION TECHNOLOGY (170)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving the attached Budget Adjustment, for the Fayetteville District Court, in the amount of \$30,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for Court servers, software, computers, and related technology equipment.

Budget Impact:

1010.040.0400-5210.00

General Fund

Account Number

Fund

39012.901

39012 District Court Automation

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 12,436.00

Expenses (Actual+Encum)

\$ 4,308.97

Available Budget

\$ 8,127.03

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 30,000.00

Remaining Budget

\$ 38,127.03

Purchase Order Number:

Previous Ordinance or Resolution # 65-21, 1-23

V20221130

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	INFORMATION TECHNOLOGY (170)	
	Requestor: Keith Macedo	

Budget Adjustment approval for the Fayetteville District Court in the amount of \$30,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for Court servers, software, and computers.

	COUNCIL DATE:	9/3/2024
	ITEM ID#:	2024-390
	Holly Black	
	8/2/2024 7:39 AM	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

Document: A.C.A. § 16-13-704

A.C.A. § 16-13-704

Copy Citation

Current through all legislation of the 2020 First Extraordinary Session and the 2020 Fiscal Session
(through all legislation enacted and approved in 2020)

**AR - Arkansas Code Annotated Title 16 Practice, Procedure, And Courts Subtitle 2. Courts
and Court Officers Chapter 13 Circuit Courts Subchapter 7 — Enforcement of Fines**

16-13-704. Installment payments — Definition.

(a)

(1) If the court concludes that the defendant has the ability to pay the fine, but that requiring the defendant to make immediate payment in full would cause a severe and undue hardship for the defendant and the defendant's dependents, the court may authorize payment of the fine by means of installment payments in accordance with this subchapter.

(2)

(A) When a court authorizes payment of a fine by means of installment payments, it shall issue, without a separate disclosure hearing, an order that the fine be paid in full by a date certain and that in default of payment, the defendant must appear in court to explain the failure to pay.

(B) In fixing the date of payment, the court shall issue an order which will complete payment of the fine as promptly as possible without creating a severe and undue hardship for the defendant and the defendant's dependents.

(3) When a person is authorized to pay a fine on an installment basis, any court cost assessed under § 9-15-202(d) or § 16-10-305(h) shall be collected from the initial installment payment first.

(b)

(1)

(A) In addition to the fine and any other assessments authorized by this subchapter, an installment fee of five dollars (\$5.00) per month shall be assessed on each person who is authorized to pay a fine on an installment basis.

(B) This fee shall be collected in full each month in which a defendant makes an installment payment.

<https://advance.lexis.com/documentprint/documentprintclick/?pdmfid=1000516&crd=04a2b396-b1f0-4076-a4a6-871f19f16a13&eomp=q53d4kk&prid=24>

assessed on the first day of each month on each person who is ordered to pay a fine on an installment

basis with the additional five dollars (\$5.00) to be remitted to the collecting official to be used to defray the cost of fine collection.

(ii) In district court only, an installment fee of an additional five dollars (\$5.00) per month shall also be assessed on the first day of each month on each person who is ordered to pay a fine on an installment basis with the additional five dollars (\$5.00) to be remitted by the tenth day of each month to the Administration of Justice Funds Section on a form provided by that section for deposit into the State Administration of Justice Fund.

(c) Any defendant who has been authorized by the court to pay a fine by installments shall be considered to have irrevocably appointed the clerk of the court as his or her agent upon whom all papers affecting his or her liability may be served, and the clerk shall forthwith notify the defendant thereof by ordinary mail at his or her last known address.

(d) "Ability to pay" means that the resources of the defendant, including all available income and resources, are sufficient to pay the fine and provide the defendant and his or her dependents with a reasonable subsistence compatible with health and decency.

History

Acts 1995, No. 1262, § 3; 2001, No. 1809, § 13; 2003, No. 1185, § 94; 2003, No. 1765, § 10; 2005, No. 1934, § 7; 2007, No. 663, § 32; 2011, No. 1138, §§ 1, 2; 2011, No. 1218, § 2; 2013, No. 282, § 9; 2017, No. 583, § 4.

Arkansas Code of 1987 Annotated Official Edition

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Date and Time: Jan 22, 2021 05:12:17 p.m. CST



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MEETING OF AUGUST 20, 2024

TO: Mayor and City Council

THRU: Casey Jones, District Judge

FROM: Dena Stockalper, Chief Court Clerk
Keith Macedo, Director of Information Technology

DATE: July 26, 2024

SUBJECT: Budget Adjustment approval for the Fayetteville District Court in the amount of \$30,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for Court servers, software, computers, and related technology equipment.

RECOMMENDATION:

Staff recommends approving the attached Budget Adjustment, for the Fayetteville District Court, in the amount of \$30,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for Court servers, software, computers, and related technology equipment.

BACKGROUND:

Funds will be utilized to purchase the 2024 Court Technology scheduled computer replacements and to replace the livescan fingerprint system which has reached its end of life and will no longer be supported by the state. The remaining funds will be utilized to purchase miscellaneous technology equipment to support Court staff and Court operations which may include video security enhancements, desktop phone replacements, computers, and computer peripherals.

DISCUSSION:

The Automation Fund is supported by Arkansas Statue 16-13-704 which allows the Court to collect monies from installment payments. The Fund is to be used solely for the District Court for technology equipment, automation equipment, and related training.

BUDGET/STAFF IMPACT:

Funds are available within the Court Automation Fund to purchase the referenced technology equipment.

Attachments: Staff Review Form, Staff Review Memo, Arkansas Statute 16-13-704, Budget Adjustment Form



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council
THRU: Kara Paxton, City Clerk/Treasurer
FROM: Jackson Shelton, Senior Deputy City Clerk Treasurer
SUBJECT: **Public Notification for Ordinances (Budget Adjustment)**

RECOMMENDATION:

The Office of the City Clerk Treasurer recommends that City Council approve a request to allocate additional funds to the Public Notification account to continue the publishing of passed ordinances in the newspaper.

BACKGROUND:

The public notification account is used to pay for expenses incurred by having ordinances published in the newspaper per state statute. The Democrat Gazette uses a formula that uses lines and column space per square inch to determine prices for publications. The Office of the City Clerk uses historical publication data to forecast the expenditures out of this account each year. The 2024 fiscal year has had an atypical amount of lengthy ordinances that have been an unexpected cost for the Office of the City Clerk. We have transferred our own funds from different accounts to supplement the expenditures in this account. We have now exhausted all viable funds for publications and request a budget adjustment to cover the remain publications for fiscal year 2024.

DISCUSSION:

The Office of the City Clerk budgeted the Public Notification Fund (1010.051.1510-5301.00) appropriately according to past historical data and averages. There have been several lengthy ordinances that were not considered when preparing the budget for this fund. One ordinance that passed that has caused the forecast to skew was agenda item (2024-1728) West Transmission Waterline (Ordinance Approval). This ordinance alone cost \$4,989.46 to publish in the Democrat Gazette, whereas a typical ordinance will cost between \$89.68 to \$130.00. This ordinance publication alone drastically reduced the amount of funds the Public Notification account for the third and fourth quarters. At the 08/20/2024 City Council meeting, agenda item "Sales and Use Tax Bonds (Issuance Authorization) (2024-365) was passed by City Council. This ordinance will cost \$1,450.68 to publish in the Democrat Gazette. The ordinances that were passed at the 08/06/2024 City Council meeting have not yet been posted to the Public Notification account. This transaction will cost approximately \$936.32. The Office of the City Clerk Treasurer requests a Budget Adjustment of \$7,500.00 be approved to fund the Public Notification account to publish passed ordinances within the Democrat Gazette.

BUDGET/STAFF IMPACT:

The Office of the City Clerk's Office requests a Budget Adjustment of \$7,500.00 be approved to fund the Public Notification account to published passed ordinances within the Democrat Gazette.

ATTACHMENTS: 2024-470 SRF City Clerk Pub Notif, 2024-470 BA City Clerk Pub Notif, Democrat Gazette

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Publication Quote (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-470

Public Notification for Ordinances (Budget Adjustment)

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$7,500.00 TO FUND THE PUBLIC NOTIFICATION ACCOUNT TO PUBLISH ORDINANCES PASSED BY THE CITY COUNCIL

WHEREAS, the City is required to publish the full text of ordinances passed by the City Council in the newspaper; and

WHEREAS, the City Council has passed several lengthy ordinances this year and the Office of the City Clerk has now exhausted all funds that have been budgeted for publication.

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 approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$7,500.00 to fund the public notification account to publish ordinances passed by the City Council.

City of Fayetteville Staff Review Form

2024-470

Item ID

9/3/2024

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

Jackson Shelton

8/20/2024

CITY CLERK (051)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Office of the City Clerk Treasurer recommends that City Council approve a budget adjustment to allocate additional funds to the Public Notification account to continue the publishing of passed ordinances in the newspaper.

Budget Impact:

1010.051.1510-5301.00

General Fund

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 14,650.00

Expenses (Actual+Encum)

\$ 12,732.34

Available Budget

\$ 1,917.66

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 7,500.00

Remaining Budget

\$ 9,417.66

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

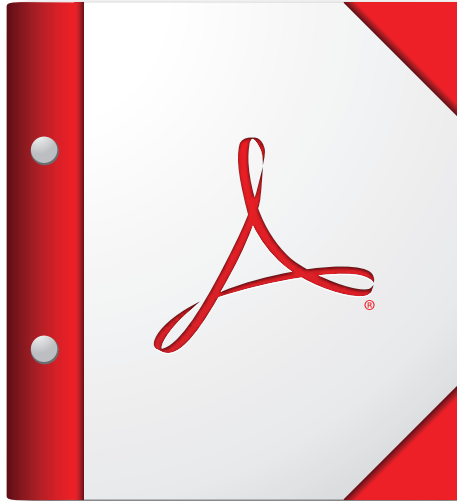
Comments: Budget Adustment Attachment

Budget Year	Division	Adjustment Number
2024	CITY CLERK (051)	
	Requestor: Jackson Shelton	

The Office of the City Clerk Treasurer recommends that City Council approve a budget adjustment to allocate additional funds to the Public Notification account to continue the publishing of passed ordinances in the newspaper.

	COUNCIL DATE:	9/3/2024
	ITEM ID#:	2024-470
	Holly Black	
	8/21/2024 12:01 PM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]



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MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Blake Pennington, Assistant City Attorney

SUBJECT: **Right of Entry and Temporary Construction Easement Agreement**

RECOMMENDATION:

Staff recommends that the City Council authorize the Mayor to execute a Right of Entry and Temporary Construction Easement Agreement with CRP/WRDP Hazen Owner, LLC to allow the developer to access and make certain improvements to parkland along Hamestring Creek between Ruppel Road and Salem Road.

BACKGROUND:

LSIP-2020-003, a multi-family residential project at the southeast corner of Ruppel Road and Mount Comfort Road was approved by the City. The developer dedicated approximately 7.25 acres of parkland as required by the Unified Development Code.

DISCUSSION:

CRP/WRDP Hazen Owner, LLC has requested that the City approve a Right of Entry and Temporary Construction Easement Agreement that will allow the developer and its contractors to access the parkland, which will allow the developer to construct improvements on its property adjacent to the parkland, make grading alterations within the parkland, and construct trails and/or walkways within the parkland pursuant to specifications and plans approved by the City.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: Right of Entry and Temporary Construction Easement Agreement (#3), Hazen Easement Plat (#4), Hazen Parkland Dedication Warranty Deed (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-446

Right of Entry and Temporary Construction Easement Agreement

A RESOLUTION TO APPROVE A RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH CRP/WRDP HAZEN OWNER, LLC TO ALLOW THE DEVELOPER TO ACCESS AND MAKE CERTAIN IMPROVEMENTS TO PARKLAND ALONG HAMESTRING CREEK EAST OF RUPPLE ROAD

WHEREAS, CRP/WRDP Hazen Owner, LLC has dedicated approximately 7.25 acres of parkland to the City as required by the Unified Development Code for LSIP-2020-003, which is a multifamily residential project at the southeast corner of West Mount Comfort Road and North Ruppel Road; and

WHEREAS, CRP/WRDP Hazen Owner, LLC has requested that the City approve a Right of Entry and Temporary Construction Easement Agreement that will allow the developer and its contractors to access the parkland for certain construction activities; and

WHEREAS, the agreement will allow the developer to construct improvements on its property adjacent to the parkland, make grading alterations within the parkland, and construct trails and/or walkways within the parkland pursuant to specifications and plans approved by the City.

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 the Right of Entry and Temporary Construction Easement Agreement attached to this Resolution with CRP/WRDP Hazen Owner, LLC to allow the developer and its contractors to access and make certain alterations and improvements to parkland along Hamstring Creek between Ruppel Road and Salem Road.

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mayor Lioneld Jordan, on behalf of the **City of Fayetteville, Arkansas** ("Grantor"), owner of that certain real property located in Washington County, State of Arkansas, which is more particularly described on Exhibit A attached hereto (the "Easement Premises"), does hereby grant to **CRP/WRDP Hazen Owner, L.L.C.**, a Delaware limited liability company, for itself and its agents, contractors and successors and assigns ("Grantee"), owner of that certain real property located in Washington County, State of Arkansas immediately adjacent to the Easement Premises, which is more particularly described on Exhibit B attached hereto (the "Benefitted Premises"), the right of entry and access to and a temporary construction easement over, through, upon, under, and across, the Easement Premises for: construction activities related to constructing improvements on the Benefitted Premises, as well as making certain alterations to the grade on the Easement Premises while constructing such improvements and, upon receiving the necessary administrative approvals from the Grantor, constructing certain trails and/or walkways on the Easement Premises pursuant to the specifications and plans agreed upon by Grantor as part of such approvals (collectively, "Construction Activities").

This Right of Entry and Temporary Construction Easement Agreement (this "Agreement") will terminate on the earlier of the (i) written agreement of Grantor and Grantee to terminate this Agreement or (ii) automatically upon the completion of the Construction Activities evidenced by a final certificate of occupancy granted by the City of Fayetteville with respect to the completion of construction of a multi-family apartment project on the Benefitted Premises, which termination will be evidenced by a filing in the real property records of Washington County, State of Arkansas.

The City shall have the right to suspend the Grantee's rights under this Agreement upon written notice to Grantee if the City believes, in its sole discretion, that Grantee, or Grantee's employees, agents or contractors, may be in violation of the Fayetteville City Code or state or federal law with respect to its activities on either the Easement Premises or the Benefitted Premises. Such suspension may remain in place for such time as the City needs to investigate potential violations. If, following an investigation, the City issues a notice of violation in accordance with § 153.04 of the Unified Development Code, the City shall have the option to: 1) extend the suspension until the Grantee is fully compliant with all permits and applicable regulations; or 2) terminate this Agreement by written notice to Grantee, which termination will be evidenced by a filing in the real property records of Washington County, State of Arkansas.

After the Construction Activities are completed, Grantee agrees to leave the Easement Premises in a clean, sanitary and restored condition. If any of Grantee's activities damages any portion of the Easement Premises including, but not limited to, a fence, landscaped area, graded area, curb, or paved surface, Grantee shall repair, restore or replace the damaged portion with materials of like quality to approximately the same condition as existed prior to such damage.

Grantee agrees to indemnify, defend, and hold harmless Grantor and its officers, employees, agents, successors and assigns from and against any actual, third party liability, actions, claims, demands, costs, losses or damages (excluding consequential, special, punitive and other indirect damages, except to the extent claimed by third parties), including reasonable, third party attorneys' fees to the extent arising or resulting from Grantee's negligence or willful misconduct in carrying out the Construction Activities, or otherwise accessing the Easement Premises. This indemnification obligation will survive any termination of this Agreement.

[Signature Pages Follow]

GRANTOR:

CITY OF FAYETTEVILLE

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk-Treasurer

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On _____, 2024, before me, a Notary Public in and for the State of Arkansas, personally appeared Lioneld Jordan, as Mayor of the City of Fayetteville, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of the City.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires:
My Commission Number:

GRANTEE:

CRP/WRDP Hazen Owner, L.L.C.,
a Delaware limited liability company

By: CRP/WRDP Hazen Venture, L.L.C.,
a Delaware limited liability company,
its sole member

By: WRDP-Hazen Investors, LLC,
an Arkansas limited liability
company,
its authorized member

By: [Signature]
Jason E. Bradshaw Manager

ATTEST:

By: [Signature]
Name: James K. Cameron
Title: Individual

STATE OF Oklahoma)
COUNTY OF Oklahoma) ss.

On 8-16, 2024, before me, a Notary Public in and for the State of Oklahoma,
personally appeared Jason Bradshaw, as Manager of WRDP-Hazen Investors, LLC, the authorized
member of CRP/WRDP Hazen Venture, L.L.C., the sole member of CRP/WRDP Hazen Owner,
L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and
acknowledged to me that he executed the same in his authorized capacity on behalf of the company.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires:
My Commission Number:



768679275.2

Exhibit A
Easement Premises Legal Description

A PART OF THE NORTHWEST QUARTER OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND ALSO A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°20'50"E 456.49' FROM AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1 AND RUNNING THENCE N49°44'27"W 229.79' TO THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD, THENCE ALONG SAID RIGHT-OF-WAY N45°26'25"E 37.12' TO AN EXISTING REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.50' FOR A CHORD BEARING AND DISTANCE OF N40°58'21"E 93.32', THENCE LEAVING SAID RIGHT-OF-WAY S49°44'31"E 175.51', THENCE S40°18'06"W 7.80', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.79' FOR A CHORD BEARING AND DISTANCE OF S63°56'57"E 301.61', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3170.76' FOR A CHORD BEARING AND DISTANCE OF S77°16'04"E 635.49', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 872.62' FOR A CHORD BEARING AND DISTANCE OF S68°17'51"E 98.00', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1850.43' FOR A CHORD BEARING AND DISTANCE OF S63°51'23"E 79.23', THENCE S87°53'56"E 322.31', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 285.00' FOR A CHORD BEARING AND DISTANCE OF S55°47'51"E 120.46' TO AN EXISTING REBAR, THENCE S67°58'46"E 116.73' TO AN EXISTING REBAR, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00' FOR A CHORD BEARING AND DISTANCE OF S32°44'46"E 248.27' TO AN EXISTING REBAR, THENCE S02°24'07"W 27.74' TO AN EXISTING REBAR, THENCE N87°27'20"W 460.32', THENCE N17°01'32"W 93.37', THENCE N54°24'44"W 84.42', THENCE N86°03'10"W 66.94', THENCE N54°01'53"W 255.67', THENCE N69°56'56"W 87.43', THENCE N73°42'29"W 442.19', THENCE N85°05'24"W 325.01', THENCE N49°44'27"W 127.51' TO THE POINT OF BEGINNING, CONTAINING 7.25 ACRES, MORE OR LESS.

Exhibit B
Benefitted Premises Legal Description

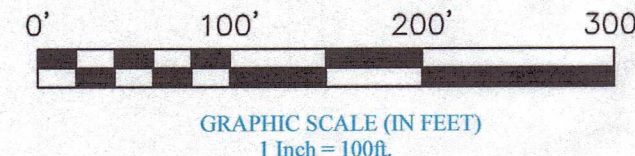
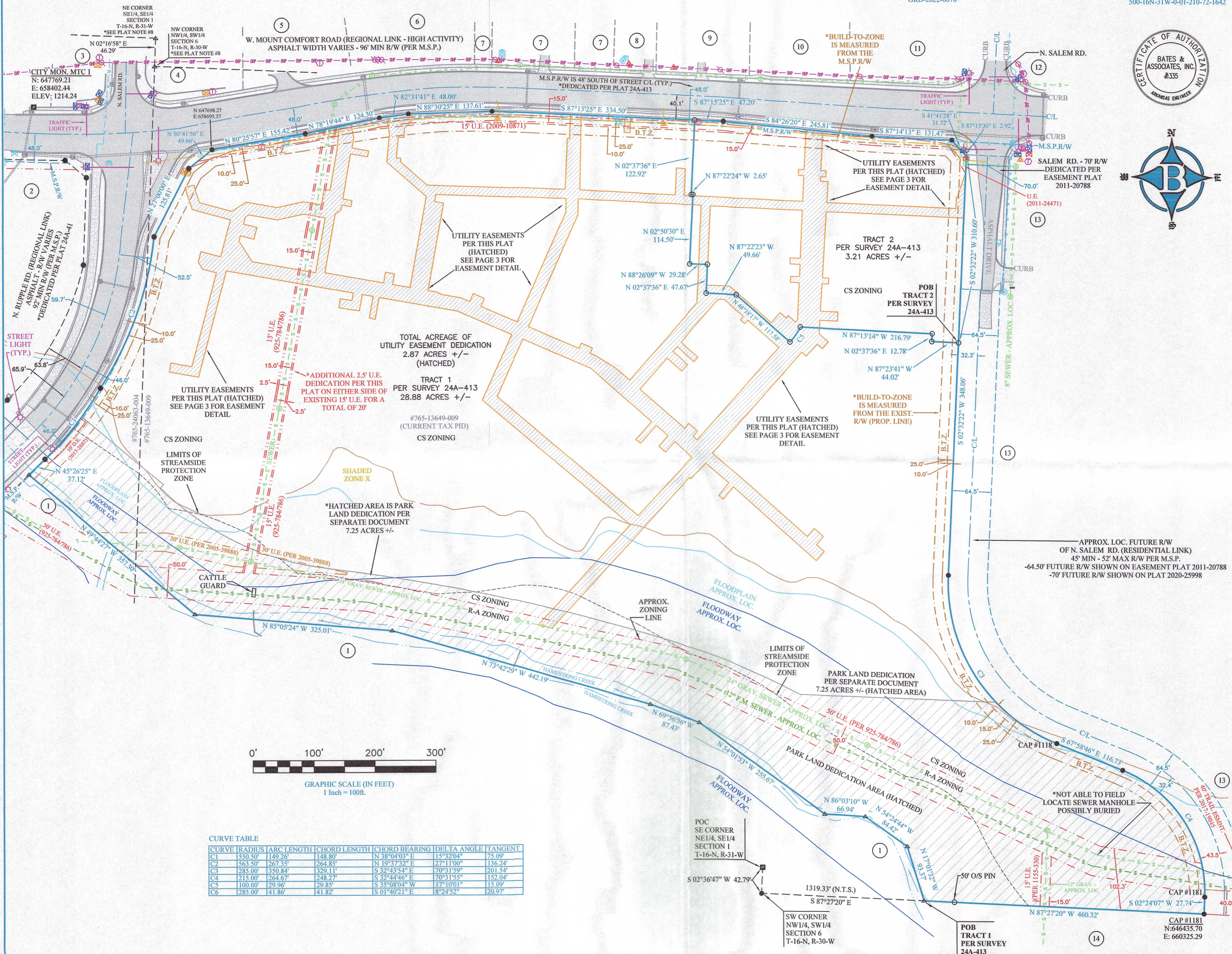
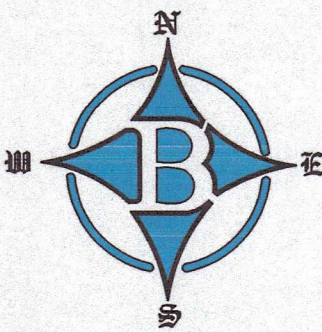
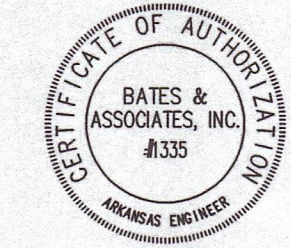
A PART OF THE NORTHWEST QUARTER OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND ALSO A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE CITY OF FAYETTEVILLE, ARKANSAS, BY WARRANTY DEED TO BE FILED FOR RECORD IN THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1 AND RUNNING THENCE S02°36'47"W 42.79' TO AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, THENCE S87°27'20"E 1779.65' TO AN EXISTING REBAR, THENCE N02°24'07"E 27.74' TO AN EXISTING REBAR, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 215.00' FOR A CHORD BEARING AND DISTANCE OF N32°44'46"W 248.27' TO AN EXISTING REBAR, THENCE N67°58'46"W 116.73' TO AN EXISTING REBAR, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 285.00' FOR A CHORD BEARING AND DISTANCE OF N55°47'51"W 120.46' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N87°53'56"W 322.31', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1850.43' FOR A CHORD BEARING AND DISTANCE OF N63°51'23"W 79.23', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 872.62' FOR A CHORD BEARING AND DISTANCE OF N68°17'51"W 98.00', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3170.76' FOR A CHORD BEARING AND DISTANCE OF N77°16'04"W 635.49', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 460.79' FOR A CHORD BEARING AND DISTANCE OF N63°56'57"W 301.61', THENCE N40°18'06"E 7.80', THENCE N49°44'31"W 175.51' TO THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.50' FOR A CHORD BEARING AND DISTANCE OF N33°12'19"E 55.80' TO AN EXISTING REBAR, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 563.50' FOR A CHORD BEARING AND DISTANCE OF N19°37'32"E 264.85' TO AN EXISTING REBAR, N27°00'00"E 125.81' TO AN EXISTING REBAR, N50°41'56"E 49.66' TO AN EXISTING REBAR ON THE SOUTH RIGHT-OF-WAY OF WEST MOUNT COMFORT ROAD, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: N80°25'57"E 155.42' TO AN EXISTING REBAR, N78°19'44"E 124.30' TO AN EXISTING REBAR, N82°31'41"E 48.00' TO AN EXISTING REBAR, N88°30'25"E 137.61' TO AN EXISTING REBAR, S87°15'25"E 334.50' TO AN EXISTING REBAR, THENCE LEAVING SAID SOUTH RIGHT-OF-WAY S02°37'36"W 122.92' TO AN EXISTING REBAR, THENCE S87°22'24"E 2.65' TO AN EXISTING REBAR, THENCE S02°50'30"W 114.50' TO AN EXISTING REBAR, THENCE S88°26'09"E 29.28' TO AN EXISTING REBAR, THENCE S02°37'36"W 47.67' TO AN EXISTING REBAR, THENCE S87°22'23"E 49.66' TO AN EXISTING REBAR, THENCE S48°38'17"E 117.58' TO AN EXISTING REBAR, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00' FOR A CHORD

BEARING AND DISTANCE OF N35°08'04"E 29.85' TO AN EXISTING REBAR, THENCE S87°13'14"E 216.79' TO AN EXISTING REBAR, THENCE S02°37'36"W 12.78' TO AN EXISTING REBAR, THENCE S87°23'41"E 44.02' TO AN EXISTING REBAR, THENCE S02°32'22"W 384.06' TO AN EXISTING REBAR, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 285.00' FOR A CHORD BEARING AND DISTANCE OF S20°31'52"E 223.32' TO THE POINT OF BEGINNING CONTAINING 21.63 ACRES, MORE OR LESS.

EASEMENT PLAT (PAGE 2 OF 3)

CITY OF FAYETTEVILLE
PROJECT LSIP-2020-000003 &
GRD-2022-0070

STATE RECORDING NUMBER:
500-16N-30W-0-06-340-72-1642
STATE RECORDING NUMBER:
500-16N-31W-0-01-210-72-1642



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	550.50'	149.26'	148.80'	N 38°04'03" E	15°32'04"	75.09'
C2	563.50'	267.35'	264.85'	N 19°37'32" E	27°11'00"	136.24'
C3	285.00'	350.84'	329.11'	S 32°43'54" E	70°31'59"	201.54'
C4	215.00'	264.67'	248.27'	S 32°44'46" E	70°31'55"	152.04'
C5	100.00'	29.96'	29.85'	S 35°08'04" W	17°10'01"	15.09'
C6	285.00'	41.86'	41.82'	S 01°40'21" E	8°24'52"	20.97'

RECORDING NUMBER/DATE

- BOUNDARY LINE (MEASURED)
FORTY LINE/TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
WATER LINE
OVERHEAD POWER LINE
SEWER LINE
BUILD-TO-ZONE
PROPOSED UTILITY EASEMENT
CURB BANK
TAX PARCEL LINE

- LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
- STREET TRAFFIC LIGHT
 - POWER POLE
 - ELECTRICAL METER
 - ELECTRICAL BOX
 - ELECTRICAL VAULT
 - FIRE HYDRANT
 - WATER VALVE
 - YARD HYDRANT
 - WATER METER
 - GAS METER
 - GAS PEDISTAL
 - GAS METER HOOD-UP
 - CLEAN OUT
 - GAS VALVE
 - CABLE PEDISTAL
 - EXISTING UTILITY EASEMENT
 - PROPOSED UTILITY EASEMENT
 - FIBER OPTIC VAULT
 - CLERK BANK

BATES
Engineers - Surveyors

7230 S. Pleasant Ridge Dr. Fayetteville, Arkansas 72704 • 479.442.9350

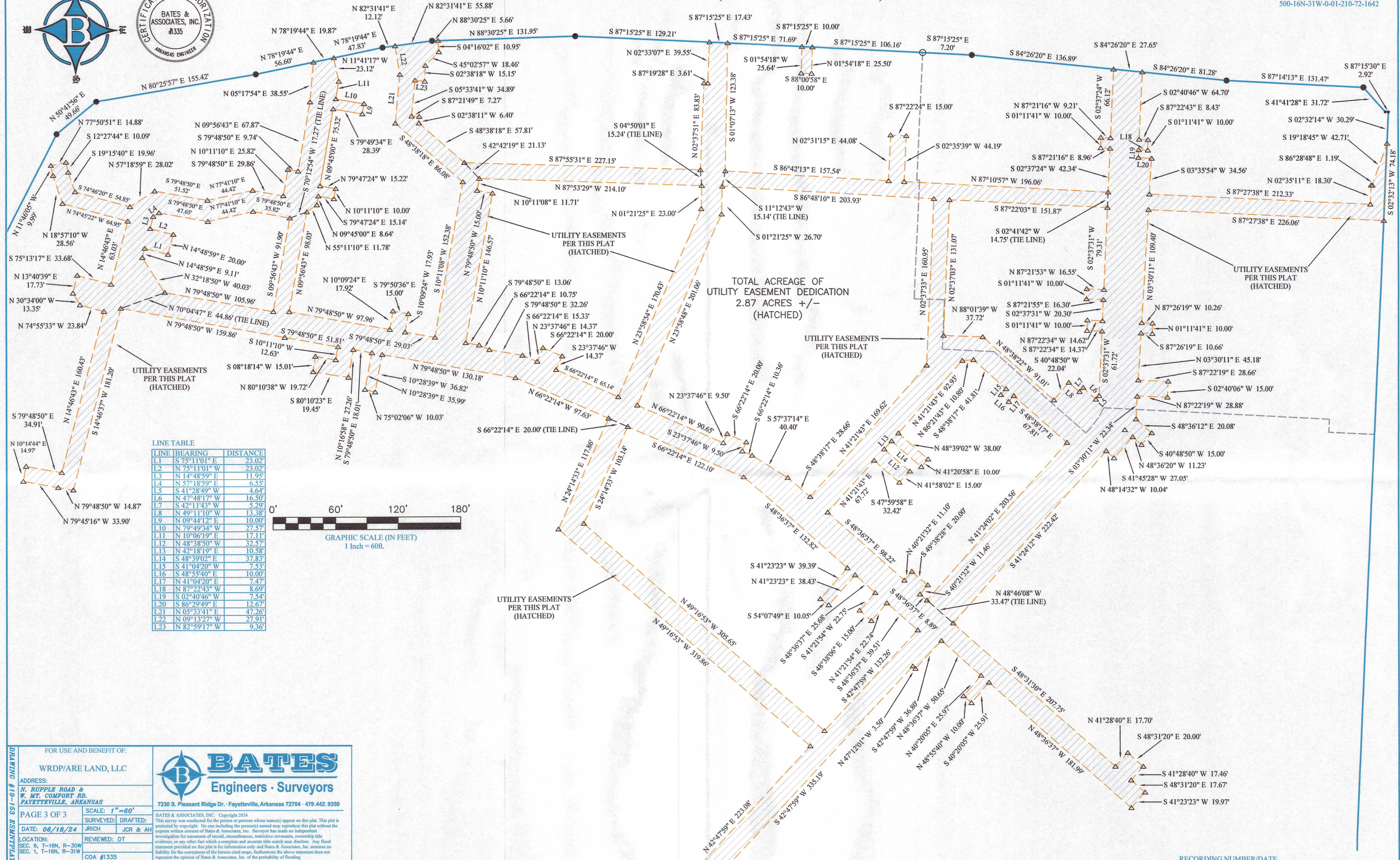
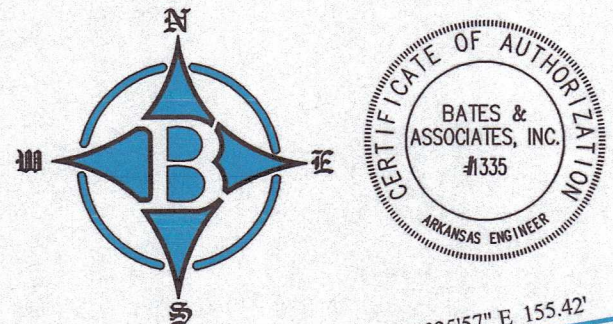
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FOR USE AND BENEFIT OF:	WRDP/ARE LAND, LLC
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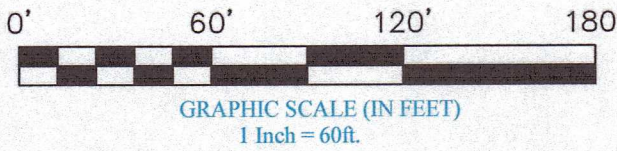
EASEMENT PLAT (PAGE 3 OF 3)

CITY OF FAYETTEVILLE
PROJECT LSIP-2020-000003 &
GRD-2022-0070

STATE RECORDING NUMBER:
500-16N-30W-0-06-340-72-1642
STATE RECORDING NUMBER:
500-16N-31W-0-01-210-72-1642



LINE	BEARING	DISTANCE
L1	S 75°11'01\" E	23.02'
L2	N 75°11'01\" W	23.02'
L3	N 14°48'59\" E	11.95'
L4	N 5°18'59\" E	6.55'
L5	S 41°28'49\" W	4.64'
L6	N 47°48'17\" W	16.50'
L7	S 42°11'43\" W	5.29'
L8	N 49°11'10\" W	13.38'
L9	N 09°44'12\" E	10.00'
L10	N 79°49'34\" W	27.57'
L11	N 10°06'19\" E	17.11'
L12	N 48°38'50\" W	32.57'
L13	N 42°18'19\" E	10.58'
L14	S 48°39'02\" E	37.83'
L15	S 41°04'20\" W	7.53'
L16	S 48°55'40\" E	10.00'
L17	N 41°04'20\" E	7.47'
L18	N 87°22'43\" W	8.69'
L19	S 02°40'46\" W	7.54'
L20	S 86°29'49\" E	12.67'
L21	N 05°33'41\" E	47.26'
L22	N 09°13'27\" W	27.91'
L23	N 82°59'17\" W	9.36'



FOR USE AND BENEFIT OF: WRDP/ARE LAND, LLC	
ADDRESS: N. RUPPLE ROAD & W. MT. COMFORT RD. FAYETTEVILLE, ARKANSAS	
PAGE 3 OF 3	SCALE: 1\"=60'
DATE: 06/18/24	SURVEYED: JCR & AH
LOCATION: SEC. 6, T-16N, R-30W SEC. 1, T-16N, R-31W	REVIEWED: DT
COA #1335	

BATES
Engineers - Surveyors

7230 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479.442.9350

BATES & ASSOCIATES, INC. Copyright 2024
This survey was conducted for the person or persons whose name(s) appear on this plat. This plat is protected by copyright. No one including the person(s) named may reproduce this plat without the express written consent of Bates & Associates, Inc. Surveyor has made no independent investigation for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other fact which a complete and accurate title search may disclose. Any flood statement provided on this plat is for information only and Bates & Associates, Inc. assumes no liability for the correctness of the herein cited maps, furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

LEGEND:	BOUNDARY LINE (MEASURED)
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.	— FORTY LINE/ TIE LINE
● FOUND 5/8\" REBAR	— CENTERLINE OF ROAD
⊠ FOUND 1/2\" REBAR	— RIGHT-OF-WAY
⊠ FOUND ALUM. MONUMENT	— WATER LINE
○ SET 5/8\" REBAR/CAP	— OVERHEAD POWER LINE
△ COMPUTED POINT	— SEWER LINE
⊙ SANITARY SEWER MH	— BUILD-TO-ZONE
⊙ STORM SEWER MH	— EXISTING UTILITY EASEMENT
	— PROPOSED UTILITY EASEMENT
	— CREEK BANK
	— TAX PARCEL LINE
⊙ STREET TRAFFIC LIGHT	
⊙ POWER POLE	
⊙ ELECTRICAL METER	
⊙ ELECTRICAL BOX	
⊙ ELECTRICAL VAULT	
⊙ FIRE HYDRANT	
⊙ WATER VALVE	
⊙ YARD HYDRANT	
⊙ WATER METER	
⊙ GAS METER	
⊙ GAS PEDESTAL	
⊙ GAS METER HOOK-UP	
⊙ GAS VALVE	
⊙ CABLE PEDESTAL	
⊙ TELEPHONE PEDESTAL	
⊙ FIBER OPTIC PEDESTAL	
⊙ FIBER OPTIC VAULT	

RECORDING NUMBER/DATE

File# 2024-00017892

Recording Cover Page

Warranty Deed

Grantor: CRP/WRDP Hazen Owner, L.L.C.
Grantee: City of Fayetteville
Date: July 16, 2024
Legal Description: See Document

+/- 6.54 acres for Parkland Dedication and +/- 0.71 acres for parkland donation. The +/- 6.54 acres of Parkland Dedication satisfies Parkland Dedication Ordinance requirements for 327 multi-family units for Hazen Development (LSIP-2020-000003).

WARRANTY DEED

BE IT KNOWN BY THESE PRESENTS:

THAT CRP/WRDP Hazen Owner, L.L.C., a Delaware limited liability company, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

A PART OF THE NORTHWEST QUARTER OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND ALSO A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°20'50"E 456.49' FROM AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1 AND RUNNING THENCE N49°44'27"W 229.79' TO THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD, THENCE ALONG SAID RIGHT-OF-WAY N45°26'25"E 37.12' TO AN EXISTING REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.50' FOR A CHORD BEARING AND DISTANCE OF N40°58'21"E 93.32', THENCE LEAVING SAID RIGHT-OF-WAY S49°44'31"E 175.51', THENCE S40°18'06"W 7.80', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.79' FOR A CHORD BEARING AND DISTANCE OF S63°56'57"E 301.61', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3170.76' FOR A CHORD BEARING AND DISTANCE OF S77°16'04"E 635.49', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 872.62' FOR A CHORD BEARING AND DISTANCE OF S68°17'51"E 98.00', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1850.43' FOR A CHORD BEARING AND DISTANCE OF S63°51'23"E 79.23', THENCE S87°53'56"E 322.31', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 285.00' FOR A CHORD BEARING AND DISTANCE OF S55°47'51"E 120.46' TO AN EXISTING REBAR, THENCE S67°58'46"E 116.73' TO AN EXISTING REBAR, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00' FOR A CHORD BEARING AND DISTANCE OF S32°44'46"E 248.27' TO AN EXISTING REBAR, THENCE S02°24'07"W 27.74' TO AN EXISTING REBAR, THENCE N87°27'20"W 460.32', THENCE N17°01'32"W 93.37', THENCE N54°24'44"W 84.42', THENCE N86°03'10"W 66.94', THENCE N54°01'53"W 255.67', THENCE N69°56'56"W 87.43', THENCE N73°42'29"W 442.19', THENCE N85°05'24"W 325.01', THENCE N49°44'27"W 127.51' TO THE POINT OF BEGINNING, CONTAINING 7.25 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantor, hereby covenants that it is lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantor will forever warrant and defend the title to the said lands against all legal claims whatever.

[Signature Page Follows]

WITNESS the execution hereof on this 2nd day of July, 2024, to be effective as of the 16th day of July, 2024.

CRP/WRDP Hazen Owner, L.L.C.,
a Delaware limited liability company

By: CRP/WRDP Hazen Venture, L.L.C.,
a Delaware limited liability company,
its sole member

By: WRDP-Hazen Investors, LLC,
an Arkansas limited liability company,
its authorized member

By: [Signature]
Jason E. Bradshaw Manager

ATTEST: [Signature]
Britain Peaker, individual
[Please print or type Name and Title]

REVENUE STAMPS AFFIDAVIT
The foregoing deed has the correct amount of
Revenue Stamps affixed to it or is exempt from
such stamps.

Signed: City Title, as Agent
City of Fayetteville
113 W. Mountain

Fayetteville, AR 72701

ACKNOWLEDGMENT

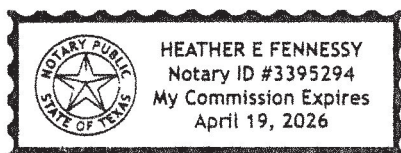
STATE OF TEXAS)
)
COUNTY OF DALLAS) ss.

On July 2, 2024, before me, the undersigned officer, personally appeared Jason E. Bradshaw, who acknowledged himself to be the Manager of WRDP-Hazen Investors, LLC, an Arkansas limited liability company (Investors) which is the authorized member of CRP/WRDP Hazen Venture, L.L.C., a Delaware limited liability company (Venture) which is the sole member of CRP/WRDP HAZEN OWNER, L.L.C., a Delaware limited liability company (the Company), and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company as the Manager of Investors, the authorized member of Venture, the sole member of the Company.

WITNESS my hand and seal on this 2nd day of July, 2024.

MY COMMISSION EXPIRES: 4/19/2026

[Signature]
Notary Public



Washington County, AR
I certify this instrument was filed on
7/17/2024 12:00:41 PM
and recorded in REAL ESTATE

Signature Page to
Warranty Deed (Parkland Dedication)

File# 2024-00017892
Kvle Sylvester - Circuit Clerk

[Signature]



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council
THRU: Peter Nierengarten, Environmental Director
FROM: Daryl Brigman, Financial Analyst - RTC
SUBJECT: **A resolution to approve an agreement between the City of Fayetteville, Arkansas and Prime Sanitation to haul and dispose of solid waste in the City of Fayetteville**

RECOMMENDATION:

Staff recommends City Council approval of a resolution with Prime Sanitation for the hauling and disposal of solid waste in the City of Fayetteville.

BACKGROUND:

City Code 50. 29 - Private Collectors; Contract with City Required

No person, except a duly authorized agent or employee of the city, shall empty garbage or trash receptacles, or convey or transport garbage or trash on the streets or public thoroughfares of the city, without a written contract with the city. (Code 1965, § 10- 46; Ord. No. 1194, 4- 6- 59; Code 1991, § 50. 29)

In accordance with this City Code, Prime Sanitation has submitted a request for contract to haul solid waste within the city limits of Fayetteville.

There are currently 19 approved franchise haulers operating in the city of Fayetteville.

DISCUSSION:

The hauling contract will permit Prime Sanitation to collect and haul Class 1 and Class 4 solid waste using open-top roll-off style containers with capacities of 12 cubic yards or greater, or roll-off style compactors with capacities of 12 cubic yards or greater. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville.

The agreement requires Prime Sanitation to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services.

The term of the agreement will be 2 years with automatic renewals for 2 additional 2- year terms. Staff proposes approval for Prime Sanitation to haul and dispose of solid waste within the City of Fayetteville per the terms of the attached agreement.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

None

ATTACHMENTS: SRF (#3), Haul and Disposal Agreement (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-429

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Prime Sanitation to haul and dispose of solid waste in the City of Fayetteville

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND PRIME SANITATION TO HAUL AND DISPOSE OF SOLID WASTE WITHIN THE CITY

WHEREAS, in accordance with City Code, Prime Sanitation has submitted a request for contract to haul solid waste within the city limits of Fayetteville; and

WHEREAS, this agreement requires Prime Sanitation to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services; and

WHEREAS, the term of the agreement will be two years with automatic renewals for two additional 2-year terms.

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 agreement with Prime Sanitation to haul and dispose of solid waste within the City for two years with automatic renewals for two additional 2-year terms.

City of Fayetteville Staff Review Form

2024-429

Item ID

9/3/2024

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

Daryl Brigman

8/8/2024

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Prime Sanitation to haul and dispose of solid waste in the City of Fayetteville

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:

AGREEMENT TO HAUL AND DISPOSE OF SOLID WASTE IN THE CITY OF FAYETTEVILLE

This Agreement (the "Agreement"), is entered into on this 6th day of August 2024, between the **City of Fayetteville, Arkansas**, a municipal corporation (the "City"), and Prime Sanitation (the "Hauler"), and shall be in full force and effect on the date first written above, City and Hauler agree as follows:

1. The term of this Agreement shall be for two (2) years, with automatic renewals for two (2) additional two (2) year terms, unless otherwise terminated pursuant to the terms hereof. Notice of non-renewal by either City or Hauler shall be given at least thirty days prior to the end of the current term.
2. Hauler agrees that from and after the original date of this Agreement, all customer service Agreements for facilities within the corporate limits of the City, excluding residential areas, entered into before or after the effective date of this Agreement, or renewed shall have terms of no more than one (1) year and any subsequent extensions shall be for terms of no more than one (1) year. No customer service Agreement shall extend the terms of this Agreement.
3. Hauler agrees and understands that it may only collect and haul Class 1 and Class 4 Solid Waste and/or Recyclables using the type equipment commonly referred to as open-top roll-off style containers with capacities of twelve (12) cubic yards or greater, or roll-off style compactor containers with capacities of twelve (12) cubic yards or greater, containing waste generated from industrial, large commercial or construction/demolition activities, or which is classified as Special Waste, Hazardous Waste, grease or any other type Solid Waste which requires special handling or disposal. Hauler shall not collect any Class 1 or Class 4 material in other containers. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville. All hauled waste and/or recyclables shall be suitably enclosed or covered as to prevent roadside littering.
4. In consideration of the right to provide the hauling of solid waste and/or recyclables described in Item #3 above, Hauler agrees and understands that it shall be required to pay a monthly fee of: ten (10%) percent (the "Solid Waste Fee") of the gross revenue received for providing solid waste hauling services and five (5%) percent (the "Recycling Fee") of the gross revenue received for providing the hauling of recyclables or construction/demolition waste to a permitted construction and demolition waste sorting facility. Any construction/demolition waste that is not hauled to and accepted by a permitted construction and demolition waste sorting facility or any recyclables not accepted by a recycling facility or recycling broker shall be subject to the 10% Solid Waste Fee.
5. Hauler agrees and understands that it shall deliver all Class 1 waste to a properly licensed landfill facility and all Class 4 waste to a properly licensed landfill facility or a properly licensed construction and demolition waste sorting facility. Hauler shall pay all tip fees to the construction and demolition waste sorting facility operator, transfer station fees to the transfer station operator and all landfill fees to the landfill operator, as they may be established and amended, from time to time.
6. Hauler shall pay all fees due hereunder, along with submitting "Attachment A: Solid Waste Documentation", or page 1 of Attachment A in conjunction with an agreed upon vendor generated report, on or before the 15th of each calendar month for the immediately preceding calendar month.

Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) Hauler's worksheet calculating the fees remitted; (ii) a list of payments received from customers within the City; (iii) such list shall clearly indicate whether each payment was from a permanent or temporary customer, and (iv) the fee shall be based upon all activity from each customer account within the City, and shall include the normal billing charges for all free or discounted services (including those for non-profit organizations) including but not limited to delivery, pull charges, disposal charges, transportation charges, final pull charges, and return charges. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."

7. Hauler shall pay all fees due hereunder, along with submitting "Attachment B: Recycling Documentation", on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) volumes of recycling collected, in tons, by commodity, with disposition by destination market, for all recycling; (ii) volumes of construction and demolition waste delivered to permitted construction and demolition waste sorting facility and percentage of material recovered. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, other customer information, and contracts with recyclers and processing mills ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."
8. The City shall have the right to conduct an audit of Hauler's customer files and records for all customers located within the City, provided that such audit privilege shall be limited to once per calendar quarter. The audit may be conducted by City staff or by a third-party external auditor chosen by the City. If such audit reveals the Hauler should have paid at least 5% more than reported, the cost of the audit shall be paid by the Hauler to the City. During such audit, the City may review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). This information shall not be divulged to any third party (not including any third-party external auditor) by the City, its employees, officers, or elected officials without the express written consent of the Hauler, or as otherwise required by law. The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors." This information will be reviewed by City Staff.
9. The City will advise Hauler of any request for information which the City, at the City's sole discretion, determines to be non-disclosable or otherwise subject to an exemption from disclosure under the Arkansas Freedom of Information Act. If a court of competent jurisdiction determines that said requested information is disclosable or otherwise is not exempt from disclosure under the

Arkansas Freedom of Information Act, the City will comply with said finding and notify Hauler. Discovery requests made to the City during the course of any litigation, or any other subpoena or court order issued to the City for information or records related to Hauler and this Agreement, shall be promptly made known to Hauler.

10. Hauler agrees and understands that it shall submit to the City by June 30th on an annual basis: (i) a list of all commercial vehicles used to provide services in the City; (ii) proof of appropriate vehicle registration; (iii) and proof of the insurance required in the Agreement.
11. Hauler agrees and understands that it shall provide by June 30th on an annual basis: (i) a list of vehicle operators collecting and hauling waste in the City of Fayetteville; (ii) proof of their valid and appropriate commercial drivers' licenses; (iii) and the provision, maintenance, and implementation of a plan to ensure that the vehicle operators maintain their commercial driver's licenses in accordance with applicable federal and state laws.
12. Hauler agrees that it shall provide by June 30th on an annual basis copies of valid and current hauling and disposal permits from the Arkansas Department of Environmental Quality, the Solid Waste District with jurisdiction, and any local permitting agency.
13. Hauler agrees that it shall comply with all federal, state and local laws applicable to the safety, environmental and transportation matters related to providing solid waste collection services under this Agreement. Hauler agrees that all open-top roll-off style containers will be properly covered during transit on streets and highways within Fayetteville.
14. The City reserves the right to inspect all vehicles and containers to ensure that the vehicles are safe and well-maintained and that all containers are well-maintained and water tight, if necessary.
15. If Hauler utilizes the City's transfer station, Hauler agrees and understands that it shall be required to establish an individual credit or service relationship with the City of Fayetteville transfer station operator. Hauler agrees that it shall comply with all practices, policies and procedures as established by the transfer station operator from time to time. Any tipping fee deposits required by the transfer station or landfill operators shall be refunded, less any unpaid tipping fees, when the Hauler ceases hauling activities governed by this Agreement.
16. This Agreement has been entered into freely and voluntarily by Hauler which agrees to abide by all of the terms and conditions as a matter of contractual obligation pursuant to applicable City ordinances. This is a contractual Agreement and is not intended to be part of or relate in any way to any license or ordinance created pursuant to A.C.A. §26-77-102.
17. Neither this Agreement, nor any rights or obligations hereunder may be assigned or transferred to any third part or affiliate.
18. For the purpose of this contract, the Point of Contact for the City of Fayetteville shall be the City's Environmental Director. The Point of Contact for the Hauler shall be James Russell. Communications pertaining to day-to-day aspects of this contract shall be through these individuals. Either party may change its designated Point of Contact upon ten (10) days prior written notice to the other party.

19. Hauler agrees to protect, indemnify, defend and save harmless the City, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) Hauler's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) Hauler's negligent act or omission or willful misconduct related to the delivery of waste to the City transfer station or a properly licensed landfill facility.
20. Insurance: Hauler shall maintain the following insurance coverage during the term of this Agreement:
- a) Hauler shall provide and maintain, during the term of this Agreement, comprehensive general liability insurance, to protect against all claims arising out of the performance of its services hereunder that result in bodily injury, death or property damage. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City sixty (60) days notice in writing.
 - b) Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.
 - c) City will be added as an additional insured on General Liability and Auto Liability policies.
 - d) The types of coverage and limits of liability of all insurance required herein shall be as follows:

COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability except Automobile	\$1,000,000 each occurrence
Property Damage Liability Except Automobile	\$1,000,000 each aggregate
Automobile Bodily Injury	\$1,000,000 each person
Comprehensive General Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

21. Termination:
- a) Except as otherwise provided herein, if Hauler breaches this Agreement or defaults in the performance of any of the requirement or conditions contained herein, and such breach continues for fifteen (15) days after the City has given the Hauler written notice of such breach or default, the City may: (i) terminate this Agreement no sooner than thirty (30) days after the date of written notice of such breach or default; (ii) cure the breach or default at the expense of the Hauler; and/or (iii) exercise any right or remedy to which it may be entitled by law.

- b) The City may terminate this Agreement upon written notice to the Hauler if the Hauler makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted and such proceeding is not dismissed within sixty (60) days.
 - c) In the event that this Agreement is terminated for any reason, any amounts payable to the City by Hauler for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.
22. All notices required or permitted under this contract shall be submitted in writing to the other party of this contract by electronic mail, return receipt requested, and by U.S. Mail, which notice shall be effective three (3) days after deposit therein addressed to the following:
- | | |
|--|--|
| City of Fayetteville
Environmental Director
113 West Mountain Street
Fayetteville, AR 72701 | <u>Prime Sanitation</u>
Attn: <u>James Russell</u>
<u>4034 Rogers Ave Ste. B</u>
<u>Fort Smith AR 72903</u> |
|--|--|
23. Hauler agrees and understands that this Agreement and documents submitted to the City pursuant hereto are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville requesting such non-exempt documents, such non-exempt documents shall be provided in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.). Only legally authorized photocopying costs may be assessed for this compliance.
24. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. Capitalized terms herein shall have the same meaning as set forth in ADEQ Reg. No. 22.
25. 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 either party's right to seek appropriate remedies for any other breaches by either party.
26. Each paragraph of the Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.
27. This contract constitutes the entire understanding of the parties and no Notification or variation of the terms of this contract shall be valid unless made in writing and signed by the duly authorized agents of the City of Fayetteville and the Hauler.
28. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this contract on behalf of the party indicated for the purposes herein contained.
29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in

applicable law and regulation in effect as the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.

30. The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive the termination (for any reason), cancellation or expiration of this Agreement.

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

CITY OF FAYETTEVILLE

Prime Sanitation

By: _____
LIONELD JORDAN, Mayor

By: James Russell, co-owner
NAME, Title

ATTEST:

WITNESS:

By: _____
KARA PAXTON, City Clerk/Treasurer

By: _____



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Peter Nierengarten, Environmental Director

SUBJECT: **A resolution to authorize a contract with Olsson Engineering for \$90,720 for the design of grading and remediation work associated with decommissioning and environmental cleanup of the old Police Department shooting range and approving a ten percent (10%) project and contract contingency.**

RECOMMENDATION:

Staff recommends the approval of a contract with Olsson Engineering for the development of grading and remediation design work associated with decommissioning and environmental cleanup of the old Police Department shooting range

BACKGROUND:

Prior to the recent opening of their new headquarters, the Fayetteville Police Department had been using an outdoor shooting range located behind the Fayetteville Recycling and Trash Collections facility for many years. In 2017 soil lead testing was completed and contamination was identified in an earthen embankment that was used as the back stop at the shooting range. The West Fork of the White River is located approximately 200 ft beyond the back stop. In 2023 the Fayetteville Police Department discontinued use of this shooting range when they relocated to their new headquarters. The Fayetteville Recycling and Trash Collections Division seeks to remediate the site so that it can be used as part of their compost and storage facilities.

DISCUSSION:

In January 2024, Olsson Engineering and FTN Associates were selected for interviews for the design of remediation work at the old Police Department shooting range as part of RFQ 23-01. Ultimately the selection team narrowly selected FTN Associates to complete the design, but subsequently FTN and Olsson Engineering merged under the Olsson name.

The design work associated with the decommissioning and environmental cleanup of the old Police Department shooting range includes soil lead remediation, design, bidding, construction oversight, post cleanup documentation and post cleanup site grading design. Prior to the start of design, additional soil lead testing and analysis will be required to determine the full area of contamination and to determine if the material to be removed is considered hazardous; soil lead testing will also be required as part of post clean up analysis. Design/bidding will include mapping the required remediation work area, providing a detailed narrative description of required remediation work, and providing bid quantities of material to be treated or removed. Post clean up documentation will include final soil lead testing results and certification that the site is ready for repurposing. Final grading will be designed to meet specified Recycling and Trash Collections Division reuse

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

needs. Remediation work and post cleanup documentation will be in accordance with all applicable state and federal laws.

BUDGET/STAFF IMPACT:

The project cost is \$90,720 plus a 10% project contingency. Sufficient funds have been budgeted in the 2024 CIP.

ATTACHMENTS: 2024-428 SRF Olsson Shooting Range Decom, RFQ 23-01, Sel. 9 - Contract - Final_signed and dated by Olsson, RFQ 23-01, Sel. 9 - Appendix A - Scope of Work - Final, RFQ 23-01, Sel. 9 - Appendix B - City Issued RFQ, RFQ 23-01, Sel. 9 - Appendix C - FTN Associates Submittal, RFQ 23-01 Sel. 9 - Appendix D - Certificate of Insurance, RFQ 23-01 Sel. 9 - Appendix E - FTN Assignment Letter

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-428

A resolution to authorize a contract with Olsson Engineering for \$90,720 for the design of grading and remediation work associated with decommissioning and environmental cleanup of the old Police Department shooting range and approving a ten percent (10%) project and contract contingency.

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH OLSSON ENGINEERING IN THE AMOUNT OF \$90,720.00 FOR THE DESIGN OF GRADING AND REMEDIATION WORK ASSOCIATED WITH DECOMMISSIONING AND ENVIRONMENTAL CLEANUP OF THE OLD POLICE DEPARTMENT SHOOTING RANGE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$9,072.00

WHEREAS, prior to the recent opening of the new headquarters, the Police Department had used an outdoor shooting range located behind the City's Recycling and Trash Collection Division facility for many years; and

WHEREAS, in 2017, soil lead testing was completed and contamination was identified in an earthen embankment that was used as the backstop at the shooting range which is only 200 feet from the West Fork of the White River; and

WHEREAS, the Recycling and Trash Collection Division proposes to remediate the site so that it can be used as part of their compost and storage facilities.

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 professional engineering services contract with Olsson Engineering the amount of \$90,720.00 for the design of grading and remediation work associated with decommissioning and environmental cleanup of the old Police Department shooting range, and further approves a project contingency in the amount of \$9,072.00.

City of Fayetteville Staff Review Form

2024-428

Item ID

9/3/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Peter Nierengarten

8/8/2024

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution to authorize a contract with Olsson Engineering in the amount of \$90,720.00 plus a ten percent (10%) project contingency for the design of grading and remediation work associated with decommissioning and environmental cleanup of the old Police Department shooting range and approval of a budget adjustment.

Budget Impact:

4470.090.8900-5314.00

Sales Tax Capital Improvements

Account Number

Fund

24004.1

Old PD Firing Range - Decommission

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 100,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 100,000.00

Does item have a direct cost? Yes

Item Cost

\$ 99,792.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ -

Remaining Budget

\$ 208.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Item cost includes 10% contingency.



THIS AGREEMENT (Contract) is executed this _____ day of _____, 2024, by and between the City of Fayetteville, Arkansas acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Olsson** (hereinafter called Engineer/Architect or **Olsson**).

CITY OF FAYETTEVILLE from time to time requires professional Engineering and/or Architectural services in connection with the evaluation, design, construction drawings, bidding, and/or construction observation of capital improvement projects. Therefore, CITY and **Olsson** in consideration of their mutual covenants agree as follows:

Olsson shall serve as the professional engineer/architect consultant to the CITY in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a licensed engineer/architect registered in the State of Arkansas and qualified in the particular field.

1. **Contracted parties:** This agreement shall be binding between all parties. Fees for services shall be provided as identified in appendices.
2. **Entire Agreement and Exhibits:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein. This agreement may be modified only by a duly executed written instrument signed by the CITY and **Olsson**.
 - a. Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:
 - i. **Appendix A:** Scope of Work & Fees
 - ii. **Appendix B:** City's solicitation identified as RFQ 23-01, Engineering & Architectural Services
 - iii. **Appendix C:** **Olsson's** Response to RFQ 23-01
 - iv. **Appendix D:** **Olsson's** Certificate of Insurance
 - v. **Appendix E:** Documentation of FTN Associates, Ltd. Acquisition
3. **Notices:** Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:
 - a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
 - b. **Olsson:** Attention: Curtis Nunn, PG, 3537 North Steele Boulevard, Suite 310, Fayetteville, AR 72703
4. **Fees, Expenses, and Payments:**
 - a. The total amount authorized for this agreement is **\$90,720** plus any reimbursable expenses attributed to the project. Progress payments shall be paid to **Olsson** as described in **Appendix A**.
 - b. **Olsson** shall track, log, and report hours and expenses directly related to this Agreement. Invoices shall be itemized by phase. Invoice and payment requests shall not exceed the percentage of work completed as defined by Appendix A.

- c. **Payment Terms:** All invoices 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 **Olsson** in writing the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.
 - d. Monthly invoices for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY may designate for professional services consistent with **Olsson's** normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by **Olsson** 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's approval and acceptance with the satisfactory completion of professional services for the Project.
 - e. **Final Payment:** 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, **Olsson** 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 **Olsson** to be set forth therein.
 - i. 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 claims against **Olsson** or sureties under this Agreement.
5. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
6. **Venue:** Venue for all legal disputes shall be Washington County, Arkansas.
7. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.
8. **Omissions by the Engineer/Architect:** If **Olsson** fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, **Olsson** will not receive a fee for work associated with the Change Order.
9. **Insurance:** **Olsson** shall furnish a certificate of insurance addressed to the CITY OF FAYETTEVILLE, showing coverage for the following insurance which shall be maintained throughout the term of this agreement. Any work sublet to major subconsultants including MEP, Structural, and Civil, **Olsson** shall require the subconsultant to provide the insurance identified. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Olsson** shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees as are not otherwise protected.
- a. **Olsson** shall provide to the CITY certificates as evidence of the specified insurance presented in Appendix D within ten (10) calendar days of the date of this agreement and upon each renewal coverage.
 - i. Certificates of Insurance shall list the CITY OF FAYETTEVILLE as an additional insured. Listing the CITY has a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the CITY OF FAYETTEVILLE listed as an additional insured.
 - b. Subconsultants shall maintain reasonable insurance including but not limited to worker's compensation, auto as applicable, general liability, errors and omissions, etc.

10. **Professional Responsibility:** Olsson will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to Olsson any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so Olsson can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damage caused by any negligence of Olsson.
11. **Responsibility of the City of Fayetteville:** CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of Olsson:
- a. Provide full information as to the requirements for the Project.
 - b. Assist Olsson by making available all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - c. Assist Olsson in obtaining access to property reasonably necessary to perform the services under this Agreement.
 - d. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by Olsson and render in writing decisions pertaining thereto.
 - e. Review all documents and provide written comments to Olsson in a timely manner.
 - f. The City of Fayetteville Sustainability Director is the project representative with respect to the services to be performed under this Agreement. The Sustainability Director 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.
12. **Cost Opinions and Projections:** Cost opinions and projections prepared by the Olsson relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on Olsson's experience, qualifications, and judgment as a design professional. Since Olsson 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, Olsson does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by Olsson.
13. **Period of Service:** This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- a. 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. Olsson 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 work authorized and the time in which the work is to be completed.
14. **Termination:**
- a. 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:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.

- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that **Olsson** is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- c. 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
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to **Olsson** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **Olsson's** default.
- d. If termination for default is affected by **Olsson**, 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 **Olsson** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Olsson** relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action, **Olsson** shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by **Olsson** in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of **Olsson** to fulfill contractual obligations, it is determined that **Olsson** 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 this agreement.

15. Delays

- a. In the event the services of **Olsson** are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond reasonable control, **Olsson** shall be entitled to additional compensation and time for reasonable documented costs actually incurred by **Olsson** in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by **Olsson**, CITY shall be entitled to compensation for its reasonable costs incurred in temporarily closing down or delaying the project. The CITY does not agree to waive its right to claim (in addition to direct damages) special, indirect, or consequential damages, whether such liability arises in breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action.

16. **Rights and Benefits:** **Olsson's** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

17. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **Olsson** 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 **Olsson** in the performance of this Agreement, and disputes concerning payment.

- b. **Exhaustion of Remedies Required:** No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, 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 this agreement have been complied with.
- c. **Notice of Dispute**
 - i. 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.
 - ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **Olsson** written Notice at the address listed in this agreement within thirty (30) calendar 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.
 - iii. **Negotiation:** Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **Olsson** 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 **Olsson** 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 calendar days of the written request to resolve the dispute.

18. **Sufficient Funds:** The CITY represents it has sufficient funds or the means of obtaining funds to remit payment to **Olsson** for services rendered by **Olsson**.

19. **Publications:** Recognizing the importance of professional development on the part of **Olsson's** employees and the importance of **Olsson's** public relations, **Olsson's** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining **Olsson'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 **Olsson**, 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 **Olsson's** activities pertaining to any such publication shall be for **Olsson's** account.

20. **Indemnification:** **Olsson** shall indemnify, hold harmless and, not excluding the CITY's right to participate, defend the CITY and any of its officers, or employees from and against all liabilities, claims, actions, damages, losses and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the CITY in **Olsson's** capacity as an Engineer/Architect, and caused by any willful or negligent error, omission, or act of **Olsson** or any person employed by it or anyone for whose acts **Olsson** is legally liable.

21. **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 (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the engineer/architect will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A.

25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

22. **Debarment Certification:** **Olsson** 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. **Olsson** 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.

23. **Ownership of Documents:**

- a. 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. **Olsson** may retain reproduced copies of drawings and copies of other documents.
- b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by **Olsson** as part of the Work shall become the property of CITY OF FAYETTEVILLE when **Olsson** has been compensated for all Services rendered, provided, however, that **Olsson** shall have an unrestricted perpetual license right to their use. **Olsson** shall, however, retain its rights in its standard drawings 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 **Olsson**.
- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **Olsson** 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.

24. **Additional Responsibilities of Engineering Elements:**

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **Olsson** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not 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.
- b. **Olsson** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Olsson's** negligent performance, except beyond the **Olsson** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. **Olsson's** obligations under this clause are in addition to **Olsson'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 **Olsson** for faulty materials, equipment, or work.

25. **Audit and Access to Records:**

- a. **Olsson** 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.

- b. **Olsson** shall also maintain the financial information and data used by **Olsson** 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, 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. **Olsson** will provide proper facilities for such access and inspection.
- c. Records 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.
- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements:
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement:
 - iii. 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 sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **Olsson**;
 - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

26. Covenant Against Contingent Fees:

- a. **Olsson** 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 **Olsson** 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.

27. Gratuities:

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **Olsson** or any of **Olsson'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, or related third party contractor associated with this project, 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 **Olsson** 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.

- b. The CITY may pursue the same remedies against **Olsson** as it could pursue in the event of a breach of the Agreement by **Olsson**. 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, which shall be not less than three nor more than ten times the costs **Olsson** incurs in providing any such gratuities to any such officer or employee.

28. **Clarification and Understanding of all parties:** **Olsson** shall not assign its duties under the terms of this agreement without prior written consent of the City. Subconsultants identified in **Olsson's** response shall be permitted as being referenced herein.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and **OLSSON**, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

OLSSON

By: _____
LIONELD JORDAN, MAYOR

By:  _____
CURTIS NUNN, PG, LEAD SCIENTIST/ENVIRONMENTAL

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 15 AUG 2024

APPENDIX A – SCOPE OF WORK & FEES

PROFESSIONAL SERVICES FOR RFQ 23-01, Selection #9 OLD PD SHOOTING RANGE REMEDIATION

1. SCOPE OF WORK

Olsson shall perform the following, including but not limited to, providing soil lead remediation design, preparing bidding documents, construction oversight, post cleanup documentation, and post cleanup site grading design.

Prior to the start of design, additional soil lead testing and analysis will be required to determine the full area of contamination and to determine if the material to be removed is considered hazardous; soil lead testing will also be required as part of post clean up analysis. Design and bidding should include mapping the required remediation work area, providing a detailed narrative description of required remediation work and providing bid quantities of material to be treated or removed. Bid documents should be prepared in accordance with and in coordination with the Fayetteville Purchasing Division bid specifications. Post clean up documentation should include final soil lead testing results and certification that site is ready for reuse. Final grading shall be designed to meet specified Recycling and Trash Collections Division reuse needs. Remediation work and post cleanup documentation shall be in accordance with all applicable state and federal laws.

A. Phase 1 - Remediation

- i. Task 1 – Site Characterization Sampling and Analysis: Soil sampling and analysis for lead content will be conducted to determine the full area of contamination and to determine if the material to be removed is considered hazardous. Soil samples will be collected as follows:

1. At a background location unimpacted by shooting range activities (Area A – 1 sample 0-1 ft below ground surface [bgs]).
2. Soil beneath the range floor asphalt cover (Area B - 6 locations with sample depths 0-1 ft bgs and 1-2 ft bgs at each location).
3. Areas of the backstop berm previously indicated as receiving fire and adjacent areas (Area C - ~6 locations with sample depths 0-1 ft and 2-3 ft into the berm face at approximately 3-5 ft above the range floor).
4. Soils behind backstop berm areas previously indicated as receiving fire to evaluate possible overshoot impacts (Area D – 3 samples 0-1 ft bgs).

Samples will be analyzed for lead using EPA Method 6010B by an Arkansas licensed laboratory (anticipated Pace Analytical). Sample results will be compared to EPA Regional Screening Levels for Industrial Soils and EPA Toxicity Characteristic Leaching Procedure (TCLP) limits (using a standard 20X dilution factor to estimate TCLP concentrations from total metals analysis results) to identify regulatory exceedances and areas of needed remediation.

- ii. Task 2 – Remediation Design: Based on an evaluation of the results of the site characterization and discussions with Client preferences, a remediation strategy will be recommended for contaminated soils with regulatory exceedances. General characteristics of the shooting range (size, layout, duration of use, etc.) indicate likely remediation design options may include soil excavation, lead

particle removal and recycling, in situ treatment of remaining contaminated soil, or some combination thereof. All recommended remediation activities will be consistent with EPA's Best Management Practices for Lead at Outdoor Shooting Ranges (EPA-902-B-01-001, June 2005).

- iii. Task 3 – Prepare Bidding Documents: Design and bidding documents will include mapping the required remediation work area, a detailed narrative description of remediation work, and bid quantities of material to be treated or removed. Bid documents will be prepared in accordance with and coordinated with the Fayetteville Purchasing Division bid specifications. The specifications shall not contain contracts, bid forms, bidding instructions, General or Supplementary Conditions, or other documents typically included when the project will be competitively bid.
- iv. Task 4 – Post-Remediation Confirmation Sampling and Analysis: Post-remediation confirmation soil sampling and analysis will be conducted to document the effectiveness of remediation activities. Based on anticipated remediation alternatives, one soil sample will be collected from every approximately 100 cubic yards of remediated material (preliminarily estimated at 1,200 cubic yards) for laboratory analysis of TCLP lead by EPA Method 1311 to confirm results are below regulatory limits.
- v. Task 5 – Remediation Oversight: Assuming all remediation activities will be conducted at the site and anticipated remediation approaches are utilized, Olsson personnel will coordinate, observe, and document on-site remediation activities.
- vi. Task 6 – Post-Remediation Documentation: A summary report will be prepared to document remediation activities. The report will include tabulated data, maps, soil sample laboratory analysis results, sample results evaluation and discussion, and certification that the site is ready for reuse.

B. Phase 2 - Survey

- i. Task 1 – Topographic Survey:
 - 1. Olsson will perform and prepare a Topographic Survey of the subject property located at 1708 S. Armstrong Ave (Parcel ID 765-19943-000 & 765-1944-000), in the City of Fayetteville, Washington Co, Arkansas, to support subsequent project phases.
 - 2. The Topographic Survey shall be based on NAVD 1988 for the vertical datum and the horizontal datum based on the State Plane Coordinate System, Arkansas North Zone, NAD 1983. The survey will depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, and visible above ground utilities. Underground utilities will also be depicted, if located and marked by Arkansas One-Call (Arkansas 811). Survey will include top of water elevation of onsite pond but does not include any topography under the pond.
 - 3. Utility locations will be mapped based on visible above ground and marked underground utilities only. Utility depths will not be obtained or indicated on the survey. Survey work of underground utilities will consist of tracing the flags and paint markings as marked by Arkansas One-Call. City of Fayetteville understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for mis-marked or unmarked utilities.

C. Phase 3 – Floodplain Modeling

i. Task 1 – Data Gathering and Processing:

1. Olsson will obtain publicly available LiDAR data for the Project area and will process the data in preparation for development of hydrologic and hydraulic modeling and floodplain mapping.
2. Olsson will utilize the effective hydrologic and hydraulic modeling for West Fork White River from the FEMA Engineering Library, if available. Olsson will review the effective modeling to confirm that it matches what is shown in the effective Flood Insurance Study information for Washington County, Arkansas. If effective hydrologic and hydraulic models are not available at the time of this analysis, Olsson will create replica hydrologic and hydraulic modeling for the Project area using FEMA Standards and Technical Reference guidelines.
3. The Project area for this hydraulic analysis will be from Dead Horse Mountain Road (downstream) to a point immediately downstream of Washington County Road 57 (S. Black Oak Road) (upstream). The Project area for the hydrologic analysis will be all areas that drain to Dead Horse Mountain Road. If collection of additional data to extend the model beyond the proposed Project extent or processing of additional datasets is required, these tasks will be considered Additional Services and may extend the timeline.
4. Proposed development plans and concepts will be provided by the Client. If information is not provided, Olsson will make simplified assumptions to the development conditions to examine for possible No Adverse Impact conditions. Any information received shall be provided in Autodesk AutoCAD DWG format or PDF format.
5. Site survey data collected for this project (Phase 2) may be utilized, if appropriate, to supplement the Effective Model and topographic data.

ii. Task 2 – Hydrologic Analysis:

1. Upon completion of this review, Olsson will make updates to the effective hydrologic model, where necessary, to develop a proposed conditions model. If no hydrologic model is available, Olsson will create a replica hydrologic model using FEMA Standards and Technical Reference guidelines. Updates to the hydrologic modeling may include, but are not limited to development and subdivision of hydrologic parameters, such as land use parameters, times of concentration, etc.
2. If there is No Adverse Impact to the hydrologic discharges (e.g., no increase in reported flows), Olsson will continue to the hydraulic analysis. If a No-Adverse-Impact condition is not achieved, Olsson will perform up to one additional model scenario in an attempt to meet a No-Adverse-Impact condition. If additional modeling scenarios, outside of the additional scenario run listed above, are required, these tasks may be performed as Additional Services.

iii. Task 3 – Hydraulic Analysis:

1. Olsson will review the effective one-dimensional (1D) hydraulic model obtained in Task 302. Upon completion of this review, Olsson will make updates to the effective 1D

hydraulic model, where necessary, to develop a Duplicate Effective Model and Corrected Effective/Existing Conditions Model. These updates may include, but are not limited to:

- Update to USACE's HEC-RAS (Version 6.x) program.
 - Review and update as needed, Manning's "n" roughness coefficients.
 - Develop additional model cross sections to reflect the Project area, as deemed appropriate.
 - Incorporation of any survey or topographic data deemed necessary for modeling the Project area.
2. Once developed, Olsson will use a copy of the Corrected Effective model and modify the geometry to develop a Proposed Conditions Model, representing the proposed development. The results of this Proposed Conditions Model will be compared against the results of the Corrected Effective model to determine if the development creates an adverse impact on neighboring properties.
 3. If a No-Adverse-Impact condition is achieved, Olsson will proceed to Task 4. If a No-Adverse-Impact condition is not achieved, Olsson will perform up to two (2) additional model scenarios to meet a No-Adverse-Impact condition. If additional modeling scenarios, outside of the two (2) scenario runs listed above are required, these tasks may be performed as Additional Services.
 4. As part of this task, Olsson will perform calculations to determine the amount of fill being placed into the floodplain to determine the compensatory storage requirements. Olsson will also assist in identifying proposed areas that can be used to offset this storage requirement.
- iv. Task 4 – Reporting: If a No-Adverse-Impact condition is achieved, Olsson will finalize and prepare a short report with supporting documentation for submittal to the Client, describing the methods used and results determined in this analysis. If required, Olsson will address up to one (1) set of comments provided by the Client within two (2) weeks after receipt. After addressing comments, Olsson will finalize the No-Adverse-Impact documentation. This scope of work includes one conference call, if required, with the Client to discuss the results of the Project. If requested, additional meetings can be performed as Additional Services.

D. Phase 4 – Grading Design Development

- i. Task 1 – Conceptual Grading Design: Olsson will utilize results of floodplain modeling and site survey data to develop a grading plan to maximize the area at the facility that can be elevated above the 100-year floodplain for use in facility operations. The grading plan will depict the final surface elevations required to raise portions of the project area out of the FEMA-defined 1 percent annual chance floodplain. The conceptual grading design will consist of 2-3 iterations of grading design for the specified area. Olsson will prepare a set of conceptual drawings and meet with the City of Fayetteville to discuss. The City of Fayetteville will provide written feedback for plan refinement. Olsson will make the plan refinements based on input and present to the City of Fayetteville. This assumes three Quantity Takeoff Exercises to reduce cut/fill dirt work across the planned grading area.

ii. Task 2 – Grading Concept Design Meetings: This phase includes the following meetings:

1. One (1) Concept Review Meeting
2. One (1) Final Concept Review Meeting

E. Phase 5 – Construction Documents

i. Task 1 – Civil Grading Design: It is anticipated that the project drawings shall consist of the following:

1. *Demolition Plan* – Olsson shall prepare demolition plans to identify and describe existing structures, utilities, and misc. site features to be removed. Olsson assumes owner will provide requirements for any special structure abatement that may be identified.
2. *Site Plan* – Shall include general notes, lot information, and other miscellaneous information required to properly locate and describe the development.
3. *Grading Plan* – Shall include general notes, location of erosion control methods, temporary access locations, temporary staging area locations and other information required by the local government. Included with this task is preparation of the city grading permit in addition to a Notice of Coverage and initial SWPPP plan in accordance with Arkansas Department of Energy and Environment Division of Environmental Quality (DEQ) requirements.
4. *Erosion Control Plan* – Shall include general notes location of erosion control methods, temporary access locations, temporary staging area locations and other information required by the local government. Included with this task is preparation of the city grading permit in addition to a Notice of Coverage and initial SWPPP plan in accordance with Arkansas Department of Energy and Environment Division of Environmental Quality (DEQ) requirements. All application fees and security agreements to be provided by the City of Fayetteville. Olsson assumes SWPPP to be maintained, updated, and implemented by the selected Contractor or City of Fayetteville.
5. *Specifications* – Olsson shall prepare specifications to meet design requirements. Olsson shall prepare specifications pertaining to Olsson designed elements only along with pavement design specifications.

ii. Task 2 – Pad Rehabilitation Design & Driveway Extension: As part of the design process, Olsson shall provide final construction drawings to include city details and specifications for the following. This task is limited to the replacement/repair of two (2) sections of the existing concrete pad as well as the addition of an 18'-wide by approximately 50'-long driveway extension.

1. *Demolition Plan* – Olsson shall prepare demolition plans to identify and describe existing structures, utilities, and misc. site features to be removed. Olsson assumes owner will provide requirements for any special structure abatement that may be identified.
2. *Site/Grading Plan* – Shall include general notes, building locations, sign locations, and other miscellaneous information required to properly locate and describe the improvements, as well as proposal and existing contours, vertical control information, and spot grades.

F. Phase 6 – Construction Phase Services

- i. Task 1 – Limited Construction Administration: These services are assumed to include but are not limited to:

1. Review of shop drawings
2. Assist in construction meetings
3. Review and coordinate with the Purchasing Division to respond to RFI's, and
4. Construction site visits
 - it is anticipated that we will have a maximum of two site visits at one hour each and one construction meeting at one-hour total. Any additional meetings after will also be billed at an hourly rate as necessary.

G. Phase 7 – Industrial Stormwater Pollution Prevention Plan Revisions

- i. Task 1 – Stormwater Pollution Prevention Plan Update:

1. Following completion of the grading and compost pad improvements, Olsson will conduct a site visit to observe the site changes. The information gathered in the site visit will be used to update the facility's existing industrial Stormwater Water Pollution Prevention Plan (SWPPP). A draft of the revised SWPPP will be submitted to the Client for review. Olsson will make appropriate revisions to the draft SWPPP based on comments received from the Client. A digital copy of the finalized SWPPP will be provided to the Client. If required, this task also includes preparation and submittal of an outfall modification form to DEQ.
2. This task assumes the SWPPP was previously modified to comply with the 2024 DEQ industrial general permit for stormwater discharges and an editable version of the current SWPPP and site map will be provided to Olsson by Client. Additionally, while not anticipated, this task does not include payment of any permitting or application fees to DEQ.

2. ASSUMPTIONS:

- A. Contamination associated with the shooting range is limited to lead in soil.
- B. Army Corps of Engineering Jurisdictional Water Determination will not be required.
- C. Section 404 Permitting and Section 401 Water Quality Certification will not be required.
- D. No permitting or application fees are required.
- E. One (1) set of construction documents for the entire project will be required and separate packages for phasing purposes or alternate bids will not be required.
- F. All proposed changes for modeling scenarios will be outside the Streamside Protection Zone buffers.
- G. The tree protection ordinance will not affect planning for compensatory storage options.
- H. No compensatory storage from adjacent and upstream reaches of the White River can be utilized for the Compost Facility area.
- I. No coordination, preparation, or submittal of any specific drainage reports, any State or Federal permits, or floodplain development permits to local, state, or federal agencies that may have a regulatory jurisdiction over the Project area, such as the Arkansas Natural Resources Division, USACE, FEMA, etc., will be required unless identified in the Project scope specifically.

3. FEE/COST STRUCTURE:

- A. The total amount authorized for this agreement is **\$90,720** plus any reimbursable expenses attributed to the project.

Task Description	Base Fee	Fee Type
PHASE 1 - OLD SHOOTING RANGE REMEDIATION	\$40,500	T & M Est.
PHASE 2 - SURVEY	\$5,970	Lump Sum
PHASE 3 - FLOODPLAIN MODELING	\$15,000	Lump Sum
PHASE 4 - GRADING DESIGN DEVELOPMENT	\$5,750	Lump Sum
PHASE 5 - CONSTRUCTION DOCUMENTS	\$16,000	Lump Sum
PHASE 6 - CONSTRUCTION PHASE SERVICES	\$4,500	T & M Est.
PHASE 7 - INDUSTRIAL SWPPP REVISIONS	\$3,000	T & M Est.
REIMBURSABLE EXPENSES	\$750	Estimate
GRAND TOTAL*	\$90,720	

* Exclusive of reimbursable expenses. Reimbursable expenses (i.e. mileage, reproduction costs, application fees, postage, etc.) shall be billed in addition to the contract amount.

- B. Additional Services: Should the City of Fayetteville request work in addition to the Scope of Work, Olsson shall invoice the City of Fayetteville for such additional, optional services at the standard hourly billing labor rate(s), plus any reimbursable expenses, if any. Olsson shall not commence work on additional, optional services without written approval from the City of Fayetteville.

2024 Olsson Billing Rate Schedule

Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Market Leader	\$ 384.00
Geography/Discipline Leader	\$ 375.00
Sector Leader	\$ 333.00
Technical Expert/Sr Project Manager	\$ 290.00
Client Relationship Manager	\$ 290.00
Senior Team Leader	\$ 273.00
Group Leader	\$ 239.00
Client Manager/Project Manager	\$ 239.00
Associate Project Manager	\$ 222.00
Lead Engineer	\$ 239.00
Senior Engineer	\$ 212.00
Project Engineer	\$ 188.00
Engineer	\$ 162.00
Associate Engineer	\$ 142.00
Assistant Engineer	\$ 126.00
Lead Scientist	\$ 215.00
Senior Scientist	\$ 188.00
Project Scientist	\$ 155.00
Scientist	\$ 131.00
Associate Scientist	\$ 116.00
Assistant Scientist	\$ 101.00
Lead Planner	\$ 218.00
Senior Planner	\$ 193.00
Project Planner	\$ 159.00
Planner	\$ 138.00
Associate Planner	\$ 119.00
Assistant Planner	\$ 102.00
Lead Landscape Architect	\$ 218.00
Senior Landscape Architect	\$ 191.00
Project Landscape Architect	\$ 160.00
Landscape Architect	\$ 140.00
Associate Landscape Designer	\$ 121.00
Assistant Landscape Designer	\$ 106.00
Commissioning Manager/Technical Manager	\$ 242.00
Commissioning Agent	\$ 213.00
Commissioning Senior Technician	\$ 181.00
Commissioning Associate Technician	\$ 155.00
Commissioning Assistant Technician	\$ 128.00
Design Manager/Technical Manager	\$ 176.00
Design Associate	\$ 141.00
Senior Technician	\$ 114.00
Associate Technician	\$ 97.00
Assistant Technician	\$ 84.00

2024 Olsson Billing Rate Schedule

Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
GIS Specialist	\$ 173.00
Senior Systems Specialist	\$ 190.00
Stormwater Compliance Leader/Specialist	\$ 197.00
Stormwater Compliance Specialist/Sr Coord	\$ 151.00
Stormwater Compliance Coordinator	\$ 119.00
Stormwater Compliance Assistant	\$ 93.00
Student Intern - Level 3	\$ 98.00
Student Intern - Level 2	\$ 84.00
Student Intern - Level 1	\$ 70.00
Public Engagement Specialist	\$ 134.00
Public Engagement Senior Coordinator	\$ 134.00
Public Engagement Coordinator	\$ 105.00
Public Engagement Assistant	\$ 88.00
Administrative Senior Specialist/Leader	\$ 140.00
Project Senior Coordinator	\$ 132.00
Administrative Senior Coordinator	\$ 107.00
Project Coordinator	\$ 100.00
Administrative Coordinator	\$ 85.00
Administrative Assistant	\$ 72.00

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

Billing Rate Schedules for Surveying, Construction Administration, Drilling, and Special Inspections/NDT/Materials Testing will be provided as Appendices, as needed.



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:

<u>Classification</u>	<u>Cost</u>
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 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

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATION: RFQ 23-01, Engineering & Architectural Services

DEADLINE: Tuesday, January 31, 2023 before 2:00 PM, local time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 01/08/2023

REQUEST FOR STATEMENTS OF QUALIFICATION RFQ 23-01, Engineering & Architectural Services

It is the intent for the accepted responses of this solicitation to be considered for all engineering and architectural selections for 2023.

The City may select engineers and architects for bond projects from this RFQ as well as projects related to funding from the American Rescue Plan.

The City reserves the right to issue a separate RFQ at any time for any job specific engineering and/or architectural selection.

Submittals shall be submitted via upload and complete submission on the City's electronic platform at <http://fayetteville-ar.gov/bids>. No physical copies shall be submitted. The City will not accept late or misdirected responses.

All statements of qualification 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. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The Proposer 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
RFQ 23-01, Engineering & Architectural Services
Advertisement

City of Fayetteville, AR
Request for Statements of Qualification
RFQ 23-01, Engineering & Architectural Services

The City of Fayetteville, Arkansas, is requesting statements of qualifications from firms interested in providing engineering, architectural, & land surveying services for 2023 street, drainage, bridge, water & sewer, trails, parks, and other projects.

All statements shall be received by **Tuesday, January 31, 2023 before 2:00 PM, local time** utilizing the City's electronic portal located at <http://fayetteville-ar.gov/bids>. Late or misdirected proposals will not be accepted. Proposals will not be accepted after the deadline. The City of Fayetteville will not be responsible for lost or misdirected RFQ's, or failure of bidder's technical equipment.

Forms & addendums can be downloaded from the City's electronic portal at <http://fayetteville-ar.gov/bids>. All questions regarding the process shall be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

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. Interested parties shall be registered with the Arkansas Secretary of State.

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.

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.

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: 01/08/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$XXX.XX.

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SECTION D: Signature Submittal	14
Appendix A: City Standard Federal Contract Provisions	15

Appendix B
RFQ 23-01, Selection 9
Old PD Shooting Range Remediation
City Issued RFQ

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in this document as equal to statement of qualification.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. 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 RFQ.
- c. **Electronic Submittal:** Proposers are required to go to <http://fayetteville-ar.gov/bids> and follow the prompts to submit a statement of qualification within the electronic platform. **Physical submittals are not allowed for this RFQ.**
 - i. SOQ's 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 submitted through the electronic portal shall be standard page size of 8 ½" x 11". 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 uploaded in a PDF format to the City's electronic platform prior to the stated deadline.
- d. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of responders will be available as selections will be made all year for various projects.
- e. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- f. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
- g. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- h. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. 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.
- i. 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.

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 RFQ made or given prior to the award of the contract.

3. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

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

- d. 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.
- e. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- f. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- g. The City of Fayetteville reserves the right to cancel the entire request.
- h. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.
- i. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- j. 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.
- k. The City of Fayetteville intends on utilizing the received proposals for applicable 2023 engineering, architectural, and land surveying projects. Projects believed to be under \$35,000 by the City will be selected by the Department/Division head in accordance with the presented selection criteria in this RFQ. Projects expected to exceed \$35,000 shall be voted on by the selection committee and any related contract exceeding \$35,000 shall require formal authorization by the Fayetteville City Council.

4. 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 RFQ. Proposers are not guaranteed to be ranked.

5. 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.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- d. 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".
- e. 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 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.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- d. 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 responses. Proposers will receive an email confirmation after successful submission in the electronic submission platform.
- e. The time set for the deadline shall be local time for Fayetteville, AR. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the clock located in the electronic platform.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- d. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Proposers 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.
- e. 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.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his 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."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- d. 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.
- e. 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.
- f. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. 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.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for statements of qualification 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.

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. 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 RFQ. 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 RFQ. 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.

17. CANCELLATION:

- d. 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.
- e. 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.
- f. 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.
- g. 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.

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

- d. 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 RFQ.
- e. 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 RFQ, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

Award of this RFQ 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-phase contracts, this provision shall apply separately to each item.

20. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFQ 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.

21. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFQ 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.

22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

Proposers shall use the original RFQ 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 RFQ 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 RFQ documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFQ response and presented in the form of an addendum to the original RFQ documents.

23. LOBBYING:

Lobbying or communicating with 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 or communication 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.

24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred contractor with the federal, any state, or local government.

25. OTHER GENERAL CONDITIONS:

- d. Proposers shall provide the City with 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.
- e. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- f. The request for statement of qualification 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 statements of qualification 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.
- g. 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.
- h. **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 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.

- i. 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 statements of qualification. 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. 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.
- k. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ 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 RFQ's content or to exclude any relevant or essential data.
- l. 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.
- m. 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 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.
- n. 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 City of Fayetteville.
- o. All interested parties shall understand the City is not utilizing AIA contracts for projects. Standard City contracts will be used for all projects.

26. INSURANCE:

- d. Any project selected under this RFQ shall require 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.

27. ATTACHMENTS:

- a. Appendix A: City Standard Federal Contract Provisions

28. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. **30 Points** – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. **25 Points** – Capacity and capability of the firm the perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. **25 Points** – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. **20 Points** – Firm's proximity to and familiarity with the area in which the project is located

****Note:** Price shall not be a considered factor used to select a vendor. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor. Statements of Qualification/Proposals shall NOT include prices, hourly fees, consulting rates, etc. of any kind.

Appendix B
RFQ 23-01, Selection 9
Old PD Shooting Range Remediation
City Issued RFQ

City of Fayetteville, AR
RFQ 23-01, Engineering & Architectural Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

City of Fayetteville, AR
RFQ 23-01, Engineering & Architectural Services
SECTION C: 2023 Annual Statement of Qualifications Summary Form

ATTENTION: This form shall be completed and returned with EACH SUBMITTED Statement of Qualification. The City will utilize the selection marked by each firm to correspond with the scope of work for each project.

NAME OF FIRM: _____

SUMMARY STATEMENT:

Proposer should provide summary information on this form by checking the areas of expertise based on experience and qualifications.

This form must be completed and returned in order for your proposal to be eligible for consideration.

☐ Airport	☐ Mechanical
☐ Architecture	☐ Natural Resource/Conservation Planning
☐ Bridges	☐ Parks: Urban Forestry Planning
☐ Carbon Sequestration Analysis	☐ Parks: Land Dedication Fees Consultant
☐ Civil/Structural Design	☐ Site Utility
☐ Climate Resilience Analysis	☐ Studio Design
☐ Construction Administration	☐ Storm Water Management
☐ Drainage Design, Analysis, & Planning	☐ Stormwater Modeling
☐ Ecosystem Services Analysis	☐ Stormwater Design
☐ Electrical	☐ Structural Design
☐ Environmental Analysis, Remediation, & Permitting	☐ Surveying
☐ Environmental Water Services	☐ Sustainability Design
☐ Floodplain Services	☐ Testing Services: Soil/Materials
☐ GIS Mapping	☐ Traffic Studies
☐ Geotechnical Engineering	☐ Utility Asset Inspections
☐ Hydrology	☐ Value Engineering
☐ Independent Fee Estimates	☐ Wastewater Design
☐ Interior Design	☐ Wastewater Management
☐ Landscape Architecture	☐ Wastewater Modeling
☐ LEED/Sites Certification	☐ Wastewater Rate Studies
☐ Lighting Design	☐ Wastewater SSES
☐ Master Planning: Arts/Culture	☐ Water/ Sewer Rate Studies
☐ Master Planning: City/Government	☐ Water Audit Services
☐ Master Planning: Parks	☐ Water Design
☐ Master Planning: Streets	☐ Water Management
☐ Master Planning: Wastewater	☐ Water Modeling
☐ Master Planning: Water	☐ Water Quality Monitoring
☐	☐ Wetlands

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 are 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.

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 where the City's Purchasing Division can contact for clarification or interview request.**

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone Number: _____

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 in 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.

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

TAX ID #: _____ UEI #: _____

Signed (By submitting your response, you certify that you are authorized to represent and bind your company):

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____ DATE: _____



RFQ 23-01, Engineering and Architectural Services
Appendix A: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
CODE OF FEDERAL REGULATIONS
TITLE 2 – GRANTS AND AGREEMENTS
PART 200, APPENDIX II

Appendix A: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

[Appendix II to Part 200, Title 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](https://www.govinfo.gov/content/pkg/CFR-2021-title2-vol1/pdf/CFR-2021-title2-vol1-part200.pdf)
<https://www.govinfo.gov/content/pkg/CFR-2021-title2-vol1/pdf/CFR-2021-title2-vol1-part200.pdf>

Contractors and vendors shall comply with the following federal guidelines, in accordance with the most recent published version of Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The definition of a “non-Federal entity” in this section shall mean the City of Fayetteville, AR. Language in this Appendix shall override and supersede any language contained in the bid documents. All parties shall understand the terms “vendor” and “contractor” may apply to a design firm, construction contractor and/or sub-contractor. Language in this appendix shall apply as it is applicable to federal law. Design firms shall incorporate all applicable federal language into bid specifications, qualification requirements and contract documents prepared for City of Fayetteville projects.

1. Termination for Cause and Convenience

- a. The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days’ notice to the vendor of the intent to cancel, or with cause if at any time the vendor fails to fulfill or abide by any of the terms or conditions specified. This Agreement shall be automatically terminated if funds under federal award, number are discontinued by the awarding agency for any reason. Such termination shall take effect upon receipt of written notice. If there is a need to settle on an early termination, partial payment up to the termination date would be determined by incurrence of allowable cost, by completion of task, by percent of time completed up to the settlement, or some other method as defined by the City upon review of the vendor’s records.
- a. Failure of the vendor to comply with any of the provisions of this 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.
- b. 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 services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

2. Equal Employment Opportunity – Vendor shall comply with 41 CFR 60–1.4(b)

- a. During the performance of this contract, the vendor agrees as follows:
 - (1) The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the vendor's legal duty to furnish information.
- (4) The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-vendor or vendor. The vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- a. Provided, however, that in the event a vendor becomes involved in, or is threatened with, litigation with a sub-vendor or vendor as a result of such direction by the administering agency, the vendor may request the United States to enter into such litigation to protect the interests of the United States.
 - b. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - c. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of vendors and sub vendors with

the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- d. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon vendors and sub-vendors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
 - b. Subcontracts. Each nonexempt prime vendor or sub-vendor shall include the equal opportunity clause in each of its nonexempt subcontracts.
 - c. Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.
 - d. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the vendor is written.
 - e. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.
3. **Davis-Bacon Act**, (40 U.S.C. 3141–3144, and 3145–3148) as supplemented by Department of Labor regulations ([29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"](#))
 - a. See also [2 C.F.R. Part 200, Appendix II, § D.](#)
 - b. In accordance with the statute, vendors 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, vendor must be required to pay wages not less than once a week.
 - c. 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.
 - i. Contractor's on projects shall reference the appendices containing Wage Determination Numbers and dates.
 4. **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - a. Each contractor or subrecipient shall 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.

- i. The 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 this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate 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.
- iii. Breach. 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.

5. Contract Work Hours and Safety Standards Act

- a. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- b. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer based on 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.
- c. 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.
- d. Compliance with the Contract Work Hours and Safety Standards Act
 - ii. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - iii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - iv. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

- 6. **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.

7. **Clean Air Act:** Contracts in excess of \$150,000 shall comply with the following related to the Clean Air Act
 - a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The vendor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance funding.
8. **Federal Water Pollution Control Act:** Contracts in excess of \$150,000 shall comply with the following related to the Federal Water Pollution Control Act
 - a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The vendor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
9. **Debarment and Suspension (Executive Orders 12549 and 12689)**
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor/contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. A contract award (per [2 CFR 180.220](#)) shall not be made to parties listed on the governmentwide 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 1986 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.
 - c. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - d. If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - e. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
10. **Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)**
 - a. Vendor’s who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies 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 shall 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 recipient.

11. Procurement of recovered materials (§ 200.323)

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors and vendors 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 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; 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.

12. Prohibition on certain telecommunications and video surveillance services or equipment (§ 200.216)

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (1) 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).
 - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.
- b. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See [Public Law 115-232](#), section 889 for additional information.
- d. See also [§ 200.471](#).

13. Domestic preferences for procurements (§ 200.322)

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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 requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Appendix B
RFQ 23-01, Selection 9
Old PD Shooting Range Remediation
City Issued RFQ

RFQ 23-01, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday, January 24, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: RFQ 23-01, Engineering and Architectural 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.**

1. The following clarifications are being provided to all interested parties:

a. **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.

b. Any subrecipient of American Rescue Plan Act (ARPA) Funds through the City of Fayetteville has the authority to utilize the final list of selected firms. Subrecipients utilizing the list shall follow all applicable state laws and City of Fayetteville Purchasing policies.

RFQ 23-01, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday, January 31, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: RFQ 23-01, Engineering and Architectural 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.**

1. The deadline to submit statements of qualification for RFQ 23-01, Engineering and Architectural Services is being extended. **The new deadline for SOO's is Tuesday, February 7, 2023 no later than 2:00 PM, local time.**



RFQ 23-01 Addendum 2

FTN Associates, Ltd.

FTN Associates, Ltd.

Supplier Response

Event Information

Number: RFQ 23-01 Addendum 2
Title: Engineering and Architectural Services
Type: Request for Qualifications
Issue Date: 1/8/2023
Deadline: 2/7/2023 02:00 PM (CT)
Notes:

The City of Fayetteville, Arkansas, is requesting statements of qualifications from firms interested in providing engineering, architectural, & land surveying services for 2023 street, drainage, bridge, water & sewer, trails, parks, and other projects. Any questions regarding the process shall be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss Sr. Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

FTN Associates, Ltd. Information

Contact: Kenneth Farmer
Address: 124 W Sunbridge Drive, Suite 3
Fayetteville, AR 72703
Phone: (479) 571-3334
Fax: (479) 571-3338
Email: klf@ftn-assoc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Lee Beshoner

Signature

Submitted at 1/30/2023 03:07:17 PM (CT)

ljb@ftn-assoc.com

Email

Requested Attachments

RFQ 23-01, Response Submittal

2023 Statement of Qualifications.pdf

Please upload your completed response, including all required forms.

Bid Attributes

1 Arkansas Secretary of State Filing Number:

100060737



water resources / environmental consultants

124 W Sunbridge Drive, Suite 3 • Fayetteville, AR 72703 • (479) 571-3334 • FAX (479) 571-3338

January 31, 2023

Ms. Amanda Beilfuss
Sr. Purchasing Agent
Purchasing Division, Room 306
113 West Mountain Street
Fayetteville, AR 72701

RE: 2023 Statement of Qualifications and Performance Data for Engineering and
Environmental Consulting Services
RFQ 23-01, Engineering and Architectural Services

Dear Ms. Beilfuss:

FTN Associates, Ltd. (FTN) is pleased to submit our 2023 Statement of Qualifications and Performance Data. FTN is a specialized small business who has been providing professional services to the Southeast Region since 1981 and to the City of Fayetteville since 2000.

FTN specializes in water resources and environmental engineering projects, including: development of master drainage plans; stormwater services; drainage design and review; sustainable site design; hydrologic and hydraulic modeling; water quality monitoring/field studies; watershed management and best management practices; Municipal Separate Storm Sewer System (MS4) mapping and permit support; wetland reviews and determinations; the evaluation of floodplain issues; NEPA services; environmental site assessments (Comprehensive, Phase I, and Phase II); Brownfields redevelopment; and solid waste.

FTN has over 70 employees including professional engineers, engineering interns, professional geologists, aquatic biologists, certified floodplain managers, and environmental scientists. Our professionals have an extensive array of experience with engineering and environmental consulting. Our firm has a large branch office in Fayetteville, and our headquarters is in Little Rock.

FTN is uniquely qualified to provide water resource environmental services to Fayetteville. FTN has completed or is working on projects for and within the City, and within Benton and Washington Counties. These projects include data gathering, attending public and private meetings, preparation of design plans and specifications, identification and review of floodplain problem areas, areas of recent and anticipated development, determination of drainage issues and identification of potential engineering solutions, drainage structure design, hydrologic and

hydraulic analyses, wetland/Section 404 delineation and permitting, and stream restoration design and construction services.

FTN's capabilities also include general engineering services, including preparation of drainage reports and drainage design and review, developing design plans and contract documents, GIS mapping and analysis, stormwater permitting, water quality analyses, Use Attainability Analyses (UAA), and other environmental services. This broad range of expertise provides a comprehensive viewpoint in solving problems for our clients. Our branch office in Fayetteville is located less than 15 minutes from the City offices. We have developed an excellent working relationship with municipal clients similar to the City of Fayetteville.

FTN is especially qualified to provide professional engineering and environmental consulting services in the following areas:

- | | |
|---|----------------------------------|
| ◆ Drainage Design, Analysis, & Planning | ◆ Water Management |
| ◆ Wastewater | ◆ Hydrology |
| ◆ Floodplain Services | ◆ Wetlands |
| ◆ Natural Resource Planning | ◆ GIS Mapping |
| ◆ Hydraulics | ◆ Natural Resource Planning |
| ◆ Sustainable Design | ◆ MS4 Mapping / Permitting |
| ◆ Stormwater Management | ◆ Environmental Analysis |
| ◆ Civil Design | ◆ Environmental Site Assessments |
| ◆ Solid Waste | ◆ Threatened/Endangered Species |

We are confident that we possess a number of unique qualifications and strengths that would enable the City of Fayetteville to satisfactorily meet its various project requirements in a cost effective manner. These qualifications include the following:

- ◆ FTN has an excellent professional reputation for providing quality services in a cost effective manner. More than 90 percent of our business comes from previous clients. This is a testament to the quality of work that we do.
- ◆ FTN has an office in Fayetteville, less than 15 minutes away from the City of Fayetteville offices, enabling us to be very responsive to the City's needs.
- ◆ FTN utilizes the services of its principals and senior level personnel in all phases of project work. Through this active involvement of its senior staff, FTN has developed an excellent working relationship with municipal clients throughout Arkansas.

In addition to the extensive experience listed above, FTN further highlights this experience in our project services matrix, selected past project profiles, and professional resumes enclosed within this Statement of Qualifications. If you have questions or need additional information please call me or Kale Farmer, PE, CFM, at (479) 571-3334.



Ms. Amanda Beilfuss
January 31, 2023
Page 3

Thank you very much for your time and consideration.

Respectfully submitted,
FTN ASSOCIATES, LTD.



Lee J. Beshoner, PE, CFM
Project Manager

LJB/kae

Enclosures

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2023 STATEMENT OF QUALIFICATIONS AND PERFORMANCE DATA FOR ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES

RFQ 23-01, ENGINEERING AND ARCHITECTURAL
SERVICES

January 31, 2023



CITY OF
FAYETTEVILLE
ARKANSAS



Photo courtesy of Arkansas Department of Parks and Tourism

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Photo courtesy of Arkansas Department of Parks and Tourism

EXECUTIVE SUMMARY

CITY OF FAYETTEVILLE – RFO#: 23-01

FTN Associates, Ltd. is pleased to submit this Statement of Qualifications for the City of Fayetteville, in response to the “Request for Qualifications, RFQ 23-01, Engineering and Architectural Services” document issued by the City of Fayetteville on January 8, 2023. FTN is an Arkansas-based engineering and environmental consulting firm that has been providing professional services since 1981 and services to the City since 2000.

FTN specializes in water resources and environmental engineering projects, including: Use Attainability Analyses (UAA); the evaluation of floodplain and stormwater issues; hydrologic and hydraulic modeling and design; sustainable site design; development of master drainage plans; water quality monitoring/field studies; watershed management and best management practices; wetland reviews and determinations; water/wastewater; environmental site assessments (Comprehensive, Phase I, and Phase II); brownfields re-development; and solid waste.

FTN has more than 70 employees, including professional engineers, engineer interns, professional geologists, aquatic biologists, certified floodplain managers, and environmental scientists. Our professionals have an extensive array of experience with engineering and environmental consulting.

FTN is uniquely qualified to provide engineering services to the City of Fayetteville, having completed several drainage and floodplain projects in the City. FTN’s capabilities also include GIS mapping and analysis, stormwater permitting, development of Best Management Practices, and environmental experience to provide a comprehensive viewpoint in developing engineering plans.

FTN is especially qualified to provide engineering and environmental consulting services in the following areas:

- | | | |
|---|--|---------------------------------|
| ◆ Civil Design | ◆ Hydrology | ◆ Sustainable Site Design |
| ◆ Drainage Design, Analysis, and Planning | ◆ Natural Resource Planning | ◆ Threatened/Endangered Species |
| ◆ Environmental Water Services | ◆ NPDES Permitting Services | ◆ Use Attainability Analyses |
| ◆ Floodplain Services | ◆ Site Investigation/Remediation/Brownfield Re-Development | ◆ Wastewater |
| ◆ GIS Mapping | ◆ Solid Waste | ◆ Water Quality Monitoring |
| ◆ Hydraulics | ◆ Storm Water Management | ◆ Wetlands |



EXECUTIVE SUMMARY CITY OF FAYETTEVILLE – RFQ#: 23-01 (con't)

FTN water resources experience dates back to the early 1980s. This experience is highlighted in our project services matrix, selected past project profiles, and professional resumes enclosed within this Statement of Qualifications.

Since the company was founded, more than 40 years ago, approximately 90% of our business has come from repeat clients, attesting both to the quality of our product and our ability to continue providing excellent service to our clients. We have performed numerous water, floodplain, and environmentally related studies within the City and have extensive experience on City projects. FTN has completed the City Drainage Criteria Manual Update with a new Low Impact Development chapter and multiple drainage analyses throughout the City. We updated the effective City of Fayetteville and Washington County Flood Insurance Rate Maps (FIRMs) for FEMA and have completed the Risk Analysis portion of the new Washington County Flood Insurance Study update under FEMA's Risk MAP Effort, partnering with the City and the Arkansas Natural Resources Commission.

FTN has a team of key personnel that will be available to manage projects and provide technical support to the City. For each project undertaken with the City, our key personnel will create a project team of professionals with specific expertise to ensure project success. The multidisciplinary staff and broad range of experience at our firm allow us to meet project demands quickly and accurately. The project team will provide continuity throughout project performance, quality assurance, timely completion, and coordination with designated stakeholders.

Project plans and specifications and surveys will be developed under direct supervision of the appropriate FTN professional staff. FTN Associates, Ltd. is registered as a firm that provides engineering services in the State of Arkansas.

Respectfully submitted,
FTN ASSOCIATES, LTD.



Lee Beshoner, PE, CFM
Branch Manager & Project Manager



Kale Farmer, PE, CFM
Project Manager



General Qualifications

FTN Associates, Ltd. is an Arkansas-based engineering firm that specializes in water resources and environmental projects, including: hydrologic and hydraulic modeling and design; sustainable site design; development of master drainage plans; water quality monitoring/field studies; wetland reviews and determinations; the evaluation of floodplain issues; environmental site assessments (Comprehensive, Phase I, and Phase II); brownfields; and solid waste.

FTN was started in Vicksburg, MS in 1980 and moved to Little Rock, Arkansas, in July 1983. Since that time, FTN has grown to a staff of more than 50 professionals, including professional engineers, engineering interns, professional geologists, certified floodplain managers, environmental scientists, water/wastewater experts, and support staff. FTN established an office in Fayetteville in 1998. Our professionals have an extensive array of experience with engineering and environmental consulting.

FTN is uniquely qualified to provide engineering services for drainage and floodplain related and environmental projects to the City of Fayetteville (City) because:

- ◆ FTN has experience working with the City of Fayetteville on the Drainage Manual, stormwater and floodplain issues, and in clean water and environmental permitting.
- ◆ FTN has a branch office in Fayetteville, located less than 15 minutes from the City offices, allowing for quick response to the project requirements.
- ◆ FTN has the professional engineering and environmental staff, equipment, experience, and capacity necessary to meet the engineering and environmental needs of the City.
- ◆ FTN's staff is very familiar with the City and its drainage and floodplain issues having completed several floodplain projects and being located in the City.
- ◆ FTN has an excellent professional reputation for providing quality services to the environmental, stormwater, and floodplain management communities in a cost effective manner.
- ◆ FTN has prepared and provided Use Attainability Analyses (UAAs) and other similar services for municipal and industrial clients.
- ◆ FTN has capabilities including GIS mapping and analysis, stormwater permitting, and environmental experience to provide a comprehensive viewpoint in developing engineering plans.
- ◆ FTN utilizes the services of its principals and senior level personnel in all phases of project work. Through this active involvement of its senior staff, FTN has developed an excellent working relationship with municipal clients similar to the City of Fayetteville.



FTN Associates, Ltd.

Specialties:

- ◆ Stormwater Management
- ◆ Floodplain Management
- ◆ NPDES Issues Analysis
- ◆ Water Quality
- ◆ Environmental Site Assessments
- ◆ Wetlands
- ◆ Fate and Transport

Over 50 Professionals including

- ◆ Civil Engineers
- ◆ Water Resources Engineers
- ◆ Environmental Engineers
- ◆ Geospatial Analytics Specialists
- ◆ Biologists
- ◆ Hydrogeologists
- ◆ Environmental Scientists
- ◆ Regulatory Specialists

Incorporated in 1980

Offices

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Phone: (479) 571-3334

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Phone: (225) 766-0586

Chesterfield, Missouri
Phone: (314) 786-5855

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www.ftn-assoc.com

FTN Associates, Ltd. (FTN) is a water resources and environmental consulting and engineering firm that provides specialty services to private and governmental clients by emphasizing client satisfaction and quality services.

FTN emphasizes an interdisciplinary approach with hundreds of years of combined professional experience. This broad interdisciplinary experience offers unique problem-solving capabilities in all phases of civil and environmental planning, design, and management.

FTN has an extensive background in field investigations, laboratory analyses, data analyses, and computer simulations including formulation, screening, and evaluation of alternatives. Professional services encompass six general areas:

- ◆ **Water Resources,**
- ◆ **Clean Water Act Compliance,**
- ◆ **Natural Resource Management,**
- ◆ **Water/Wastewater Management,**
- ◆ **Site Investigation/Remediation/Brownfields, and**
- ◆ **Solid Waste.**

FTN has performed work in all 48 contiguous states, Alaska, and several foreign countries. Past clients have included private industries, other engineering and consulting firms, local and state governments, and federal agencies.

Innovative approaches developed from integrated scientific and engineering procedures are used to provide clients with practical and environmentally sound solutions at minimum cost. Our extensive list of repeat clients attests to the quality of our work and its timely completion within performance schedules.



FTN Service Areas

Water Resources

- ◆ Hydrologic & Hydraulic Modeling
- ◆ Unsteady Flow/Dam Break Analysis
- ◆ Flood Insurance Studies/ Flood Mapping
- ◆ Reservoir Control and Operations Management
- ◆ Coastal Planning, Engineering, and Restoration
- ◆ Master Drainage Plans, Ordinances
- ◆ Irrigation
- ◆ Hydraulic Design
- ◆ Detention & Sedimentation Basin Design
- ◆ Drainage & Flood Control Improvement Design
- ◆ Sediment Transport & Stabilization
- ◆ GIS

Water/Wastewater Management

- ◆ Feasibility Studies
- ◆ Distribution System Modeling/Design/Optimization
- ◆ Source Identification/Yield/Demand Analysis
- ◆ Treatability Studies and Analysis
- ◆ Operations & Management
- ◆ Pollution Minimization/Reduction
- ◆ TREs/TIEs
- ◆ Design Services
- ◆ Constructed Wetlands
- ◆ Stormwater Management and Flood Control
- ◆ Sludge Handling Analysis and Management
- ◆ Construction Observation/Contract Administration

Clean Water Act Compliance

- ◆ NPDES Permits
- ◆ Stormwater Permitting
- ◆ Nonpoint Source/BMP Assessments
- ◆ Regulatory Analysis
- ◆ Monitoring/Field Studies
- ◆ TMDLs
- ◆ Mixing Zone Analysis
- ◆ Use Attainability Analysis
- ◆ Wetlands/404 Permitting
- ◆ Aquatic Life/Fisheries Studies
- ◆ Toxicity/Biomonitoring Analysis
- ◆ Thermal Discharges

Solid Waste

- ◆ Planning and Feasibility Investigations
- ◆ Permitting
- ◆ Hydrogeological Investigations
- ◆ Design
- ◆ Construction Quality Assurance
- ◆ Groundwater Monitoring and Reporting
- ◆ Explosive Gas Monitoring and Reporting
- ◆ NSPS Compliance
- ◆ Stormwater Consulting and Permitting
- ◆ Alternative Liner and Cover Demonstrations

Natural Resource Management

- ◆ Natural Resource Studies/Planning/Mapping
- ◆ EAs/EISs
- ◆ Threatened and Endangered Species Assessments
- ◆ Ecological Studies
- ◆ Ecological Risk Assessments
- ◆ Lake Management/Restoration
- ◆ Coastal Restoration
- ◆ Reclamation/Restoration
- ◆ NRDA's
- ◆ Sustainable Site Design
- ◆ GIS

Site Investigation/Remediation/Brownfields

- ◆ Phase I/II Property Assessments
- ◆ Hydrogeologic Investigation/Contaminant Assessment
- ◆ RCRA Groundwater Monitoring/Permitting/Corrective Action
- ◆ Remediation Recommendations and Design
- ◆ QA/QC – 3rd Party Oversight
- ◆ Brownfield Redevelopment
- ◆ Data Management Reporting Systems
- ◆ SARA Title III



1. Specialized Experience and Technical Competence

FTN has extensive experience in drainage and civil design; environmental and floodplain-related services; sustainable site design; GIS mapping; hydrology and hydraulics; natural resource planning; stormwater and water management; water/wastewater design, treatment, and management; site investigation and remediation; brownfields re-development; wetland investigations; and solid waste.

During our over 40 years of business, FTN has developed an excellent reputation of providing a timely, quality product within the project budget. FTN's multi-disciplinary expertise, previous work with the City, and our project team approach make us uniquely qualified to address City of Fayetteville projects.

This expertise is explained by our company experience profiles included in this section.

Each of our professionals also possesses individual experience that is summarized in Section 3 and presented in the resumes in Appendix A.



2. Professional Capacity and Personnel

FTN has a professional staff of more than 50 specialists who have extensive experience in all phases of engineering related to water quality and environmental services, drainage and flood control planning and design, stormwater and floodplain management, environmental site investigations, and associated environmental issues, such as Brownfields. The following table summarizes this experience and illustrates the capacity we have to provide various services to the City of Fayetteville.

For City of Fayetteville projects, FTN has assembled a team of key personnel that will be available to manage projects and provide technical support to the City. **These individuals are included in the following table and key resumes are included in Appendix A.** The specific technical areas for which each individual will have primary responsibility are:

•	Lee Beshoner, PE, CFM	Hydrology/Hydraulics/Floodplain Analysis
•	Kale Farmer, PE, CFM	Hydrology/Hydraulics/Floodplains, Stormwater Management and Engineering Design
•	Jeremy Rigsby	Aquatic Ecologist/Wetlands Specialist, Clean Water, Water Quality, Threatened/Endangered Species
•	Jimmy Rogers	Environmental Monitoring and Assessment, Environmental Science, Water Quality Assessment
•	Curtis Nunn, PG	Environmental Site Investigations, Karst Hydrogeology
•	Ray Wieda, PE	NPDES Stormwater Permitting

FTN has sufficient capacity to successfully complete large, multidisciplinary projects. We have a staff of additional civil engineers, three construction inspectors, and a professional surveyor. These professionals are supported by full time CAD/GIS operators/engineering technicians and word processors/administrative personnel.

As with any consulting practice, FTN attempts to maintain a steady backlog of work and currently does so. However, FTN strives to ensure that staffing needs are assessed regularly and that additional staff is employed based on expected future needs and not as a reaction to work load demands at a given time. Internal resource tracking measures allow senior management to maintain an up-to-date view of resource needs and make adjustments when necessary to meet specific project demands.



3. Past Performance

FTN's extensive water resource experience dates back to the early 1980s. Over the past 40 years, approximately 90% of our business represents repeat clients, attesting to the quality of our product and its timely completion within performance schedules. We have also received ACEC Engineering Excellence Awards for our drainage studies, water quality controls, water resources, wetland treatment systems, and remediation projects, including an award for the Rogers Streambank Restoration and Stabilization and honorable mention for the State of Arkansas Base Level Engineering projects

Our first table in this section is a compilation of our staff experience by regulated media and demonstrates our depth and breadth of experience throughout FTN's service areas

Table 3.2 is a list of selected projects completed by FTN, including the following:

- The specific work involved, and
- How long each project took to complete.

Table 3.3 includes the same projects from Table 3.2 and illustrates FTN's areas of expertise employed on these projects.

Detailed descriptions of selected experience and past projects are included in Appendix B.

FTN Staff Experience by Regulated Media

	Surface Water	Solid Waste	Hazardous Waste (RCRA)	Wastewater	Stormwater	Groundwater & Soil	Air	Floodplains	Wetlands	Threatened & Endangered Species	Water Supply	Property Transfer	Brownfields	NEPA
L.J. Beshoner, PE, CFM	•				•			•			•			
B.E. Bodwell, EI	•							•						
A.B. Bogart, EI	•							•						
J.A. Brooks, PE	•	•			•	•		•			•			
A.A. Chakrabarti, PhD, EI	•				•			•						
P.W. Crawford, PE, PG		•	•		•	•					•	•	•	
K.P. Criswell, EI	•				•			•			•			
K.M. Davis	•								•	•				
D.L. Derrington, PG, PE		•				•					•			
K.K. Dhital, PE, CFM	•				•			•						
R.O. Dodds, PE	•	•	•	•	•	•		•			•			
K.L. Farmer, III, PE, CFM	•				•			•			•			
D.E. Ford, PhD, PE	•			•	•	•	•	•			•			•
J.J. Ghidotti, PE	•	•			•			•			•			
B.J. Griffis	•				•				•	•				
J. Harper, PhD, CPAG	•			•	•	•						•	•	
G. He, PhD	•													
R.S. Jadhav, PhD, PE, D.WRE	•				•			•						
L.S. Johnson, PE, CFM	•				•			•			•			
M.C. Johnson, PE, CFM	•				•			•						
M.S. Koch		•	•		•	•	•					•	•	
A.A. Kreps, PE	•	•	•	•	•	•							•	
C.R. Laurin	•				•									•
C.H. Li	•					•		•						
K. H. Lin, EI	•													
P.H. Massirer, PE	•				•			•						



FTN Staff Experience by Regulated Media

	Surface Water	Solid Waste	Hazardous Waste (RCRA)	Wastewater	Stormwater	Groundwater & Soil	Air	Floodplains	Wetlands	Threatened & Endangered Species	Water Supply	Property Transfer	Brownfields	NEPA
E.F. Necaise	•								•	•				•
C.L. Nunn, PG	•	•			•	•						•	•	
F.K. Oakley	•							•						
A.J. Pruitt, GIT	•	•			•	•								
J.M. Rigsby	•				•				•	•				•
J.J. Rogers	•				•				•	•				•
K.L. Schanke	•				•					•				
N.V. Schoggin, PE	•	•			•			•						
A. Shrestha, EI	•				•			•						
C.N. Siria, EI	•		•	•	•		•							
J.N. Siria	•			•	•							•		
S.S. Sorourian, PhD, EIT	•				•			•						
C.K. Spears, PE	•				•									
G.S. Spontak	•							•						
E.W. Studebaker, PG		•				•						•		
M.J. Taafe, EI	•				•			•						
K. J. Templet, EI	•				•									
B. Thakur, EI	•							•						
K.W. Thornton, PhD	•			•	•		•	•		•	•			•
G.E. Tucker, PhD, PWS	•							•	•	•	•			•
H.E. Turner	•	•			•	•								
M.M. Vaught, PE		•	•	•	•	•	•							
S.R. Wacaster	•				•			•						
R.E. Wieda, PE	•			•	•									
L.F. Willis	•								•	•				
S.P. Wray	•				•			•	•	•				



Table 3.2 Selected projects completed by FTN.

Project Name	Description of Work
Jonesboro Water and Light UAA	FTN completed a Use Attainability Analysis (UAA) for the Westside Wastewater Treatment Plant. This led to revised water quality standards in the receiving stream.
Fayetteville Drainage Criteria Manual update with Low Impact Development component	FTN prepared an updated drainage manual for the City updating floodplain requirements, incorporating changes in City code, addressing water quality and providing design and construction guidance for 12 different Green Stormwater Practices for Low Impact Development.
City of Rogers, AR Master Drainage Plan	FTN performed floodplain studies for the City of Rogers, AR, to update the FEMA Flood Insurance Rate Maps, including hydrologic and hydraulic modeling and digital GIS databases and mapping for 15 streams (over 29 stream miles) within the City.
Washington County, AR Risk MAP Flood Insurance Study Revision	FTN, through its contract with the Arkansas Natural Resources Division (ANRD), was contracted to perform an updated countywide Flood Insurance Studies (FIS) for Washington County and their incorporated communities. The project entailed identifying needs for new studies and restudies, maintaining coordination with project stakeholders throughout the project, processing terrain and survey data, performing hydrologic and hydraulic modeling, and floodplain mapping.
Lake Fayetteville Spillway Feasibility Analysis	FTN development a watershed-wide hydrologic and hydraulic analysis for the Lake Fayetteville watershed to determine the spillways current capacity to determine its ability to meet State Dam Safety requirements. After developing the current capacity, FTN was tasked with developing conceptual spillway feasibility scenarios to help the dam meet State permitting requirements.
City of Bentonville Downtown Master Drainage Analysis	FTN performed an in-depth analysis of drainage issues in a portion of the downtown area after the area started to experience redevelopment with small homes being replaced with much larger structures. The City wanted to evaluate the potential increase in runoff volumes for the area due to the increased impervious area of each lot. Additionally, FTN evaluated the current stormwater system to determine the level of service it was currently providing.
Linda Jo Drainage Improvement Feasibility Study	FTN performed an in-depth 1D/2D hydrologic and hydraulic analysis for the upstream portion of Middle Fork Hamestring Creek in the City of Fayetteville. This analysis evaluated the current stormwater system and the potential for detention and channel improvements throughout the watershed to attempt to reduce flooding within the watershed. The results of this analysis revealed a solution to localized drainage issues near Linda Jo Place and Sang Avenue.

Table 3.3 Selected Project Experience by Service Area.

	Civil Design	Drainage Design	Environmental Water Services	Floodplain Services	GIS Mapping	Hydraulics	Hydrology	Natural Resource Planning	Stormwater Management	Water Management	SI/Remediation	Wetlands
Jonesboro Water and Light UAA			•									
Fayetteville, AR Drainage Criteria Manual	•	•	•	•	•	•	•	•	•			
City of Rogers, AR Master Drainage Plan				•	•	•	•		•			
Washington County, AR Risk MAP Flood Insurance Study Revision				•	•	•	•		•	•		
Lake Fayetteville Spillway Feasibility Analysis	•	•		•		•	•		•	•		
City of Bentonville Downtown Master Drainage Analysis	•	•		•	•	•	•		•			
Linda Jo Drainage Improvement Feasibility Study	•	•		•	•	•	•		•			

4. FTN's Proximity to and Familiarity with the Area

FTN has had an office in Fayetteville for over 20 years. Our office is located only minutes from City offices. Our employees are familiar with City of Fayetteville staff, the geography, and infrastructure of the City.

FTN has performed numerous water and floodplain related studies within Fayetteville. We prepared the 2014 Drainage Criteria Manual for the City of Fayetteville, as well as providing assistance with the Use Attainability Analysis for the Noland Waste Water Treatment Plant. FTN has also updated the City of Fayetteville, Washington County Flood Insurance Rate Maps for FEMA and has completed the Risk Assessment portion of the ongoing Washington County Flood Insurance Study Revision as part of FEMA's Risk MAP program. FTN is currently working on the 2nd Phase of the Lake Fayetteville Spillway Analysis Project and completed hydrologic and hydraulic analyses in the Upper Hamestring Watershed.

Additional Information

Listing of Consultants

FTN uses a variety of consultants who have brought special skills to projects during our over 40 years of service. Our company has developed long-standing relationships with trustworthy and competent consulting firms. FTN's selection of consulting firms is dependent on the specific needs of the project and the client and will be provided with each specific project for which we are selected.

Registered Professional Engineer

All plans, specifications, etc. will be developed under direct supervision of, and sealed and signed by an Arkansas registered Professional Engineer. FTN Associates, Ltd. is a registered engineering firm in Arkansas, with Certificate of Authorization No. 63.

Arkansas Registered Professional Surveyor

As FTN does not perform Professional Surveying, any property or land surveys will be performed to Arkansas Minimum Standards and will be supervised, sealed, and signed by an Arkansas Registered Professional Surveyor as part of a subconsulting agreement.

Required SOQ Forms

The forms required to be submitted as part of this response are completed and have been included as Appendix C of this document.



APPENDIX A

Resumes of Key Personnel

Lee J. Beshoner, PE, CFM

Water Resources Engineer

Specialty

Hydrology & Hydraulics

Skill Areas

Surface Hydrology and Hydraulics
Modeling/Model Development
Hydraulic Design Engineering
Water Resources
Reservoir Operations
Water Quality Modeling
Unsteady Flow Analysis
Dam Breach Modeling

Education

BS, Civil Engineering, 2002

University of Arkansas

Fayetteville, Arkansas

Graduated: *magna cum laude*

BA, Mathematics & Physics, 2000

University of the Ozarks

Clarksville, Arkansas

Graduated: *magna cum laude*

Professional Registrations

Professional Engineer

Arkansas # 12942

Louisiana #35184

Mississippi #25884

Missouri # 2008007791

Oklahoma # 23198

Texas #116503

Professional Affiliations

Association of State Floodplain

Managers

Arkansas Floodplain Management

Association

Certifications

Certified Floodplain Manager, 2006

Experience

- Has over 20 years of experience in water resources investigations including hydrologic and hydraulic analyses and modeling; water quality modeling; and engineering design in diverse urban and rural riverine environments.
- Has over nine (9) years of experience in project management of water resources and GIS-related projects.

Hydraulics and Hydrology

- Is currently serving as the Project Engineer for FTN for the State of Arkansas's Cooperating Technical Partnership (CTP) with FEMA.
- Served as a Project Manager, project engineer and/or independent QA/QC reviewer for FEMA IDIQ contracts for a Joint Venture under FEMA's Map Modernization Program.
- Served as hydraulic modeler to develop and perform advanced unsteady flow hydraulic modeling for a nuclear power plant's Nuclear Regulatory Commission permit renewal.
- Served as a project manager and/or project engineer on numerous CLOMR/LOMR/LOMA studies for FEMA and No-Rise Analyses for local governments.
- Served as a Project Manager for development of floodplain development permits and site-specific Stormwater Pollution Prevention Plans using Best Management Practices for Natural Gas Well pads in Northern Louisiana, Central Arkansas, and West Texas.

Stormwater

- Responsible for providing GIS and MS4 mapping and field reconnaissance support to Washington County, Arkansas, as part of its efforts to comply with the State of Arkansas' MS4 General Permit requirements.
- Responsible for providing initial and follow-up reviews of floodplain and stormwater issues and permit submissions for Benton County, Arkansas.

Water Quality

- Project engineer for development of water quality models for Dissolved Oxygen (DO) TMDLs in southern Louisiana.

GIS Experience

- Uses GIS software (ArcGIS, AutoDesk) to develop, perform, and oversee multiple projects involving aerial assessments, flood inundation mapping, performing hydrologic and hydraulic modeling, and database development and maintenance.



Kenneth L. Farmer, PE, CFM

Civil Engineer

Specialties

Civil Engineering Design Services
Hydrologic and Hydraulic Modeling

Skill Areas

Design Services
Site Grading Plans
Surface Hydrology and Hydraulics
Modeling/Model Development
Stormwater Management
Erosion and Sedimentation Control
National Pollutant Discharge Elimination
System (NPDES) Stormwater
Permitting
Flood Insurance Studies (FISs)

Education

BS, Civil Engineering, 2005, University
of Arkansas, Fayetteville

Professional Registrations

Professional Engineer
AR No. 14253
MO No. 2015035113
OK No. 28303
LA No. 43734

Professional Certification

Certified Floodplain Manager Arkansas
No. 07-00149

Professional Affiliations

National Society of Professional
Engineers (NSPE)
Arkansas Society of Professional
Engineers (ASPE)
Arkansas Floodplain Management
Association (AFMA)

Experience

- ◆ Over 18 years of experience in civil engineering experience including water resources modeling and design, site design, including grading, water, sanitary sewer, and storm sewer design, utility construction, as well as project coordination, review and permitting at the community, state and federal levels.
- ◆ Stormwater management and pollution prevention, NPDES stormwater permitting, land development, site grading, cost estimating and infrastructure planning and design.
- ◆ Culvert design and bridge sizing, highway drainage, storm sewer networks, detention/retention basins and modeling programs to analyze hydrologic characteristics and flooding limits, computation of peak discharges, and delineation of floodplains.
- ◆ Working with Federal Emergency Management Agency (FEMA) on floodplain mapping, the Map Modernization Program, and regulatory issues and requirements.
- ◆ Field reconnaissance, data collection, and GIS analysis for hydrologic and hydraulic studies, master drainage planning, flood plain mapping, and DFIRM database productions.

Engineering Services

- ◆ Project engineer responsible for stream restoration / bank stabilization, using principles of fluvial geomorphology, for an approximately 2000 ft reach of an unnamed tributary to Lake Atalanta in Rogers, AR. Project also includes pedestrian trail design, sediment collection basin design, and culvert sizing and design.
- ◆ Project manager and engineer responsible for ongoing urban drainage study in downtown Bentonville, AR. Developed 2D overland flow model linked to 1D subsurface storm sewer system to evaluate planned improvements and provide recommendations for further drainage improvements.
- ◆ Project engineer for ongoing drainage improvement /stream restoration project in Bentonville, AR. Developed new hydrologic and hydraulic models for the watershed. Design to incorporate/restore natural channel morphology where possible.

Floodplain Management

- ◆ Responsible for developing and performing hydrologic and hydraulic modeling and analyses, flood zone mapping and for developing and performing DFIRM database and report preparation for FEMA Flood Insurance Studies for multiple counties in the State of Arkansas and parishes in the State of Louisiana, in accordance with the FEMA Map Modernization Program.



Jeremy M. Rigsby

Project Manager/Aquatic Ecologist

Specialty

Section 404 Wetlands
Aquatic Ecology/Aquatic Toxicology
Use Attainability Analysis (UAA)

Skill Areas

Section 404 Wetland Delineations and
Permitting
Fisheries Biology
Aquatic Toxicology
Water Quality/Limnology
Fish Tissue Contamination
Rapid Bioassessment

Education

BS, Biology, 2004
Henderson State University
MS, Fisheries and Wildlife Science,
2009
Arkansas Tech University

Professional Affiliations

American Fisheries Society
Society of Environmental Toxicology
and Chemistry (SETAC)

Experience

- ◆ Over 16 years project experience as an Aquatic Ecologist with working knowledge and extensive project experience with regulatory issues under Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act, the Endangered Species Act, the National Environmental Policy Act (NEPA), and environmental regulations and legislation.
- ◆ Served as Project Manager for over 100 Wetland, Green Tree, Threatened and Endangered Species, and Water Quality projects.

Wetlands

- ◆ Extensive project experience with aquatic, wetland, bottomland hardwood, and upland habitats and with Section 404 wetland delineations, permit applications, preparation of mitigation plans, and mitigation monitoring in the Mississippi River Delta region and other parts of the Gulf South region.
- ◆ Extensive project experience with development, Section 404 permitting, and monitoring of Green Tree Reservoirs (GTRs) in Mississippi River Delta region.
- ◆ Project experience with resolution of Section 404 enforcement actions by the US Army Corps of Engineers.

Threatened and Endangered (T&E) Species

- ◆ Team member on annual trap and release field surveys for American Burying Beetle conducted at the 65,000-acre Fort Chaffee Joint Maneuver Training Center by FTN since 2007.
- ◆ Experience as team leader for field surveys for fat pocketbook mussel and rabbitsfoot mussel.
- ◆ Experience with care, maintenance, and breeding of multiple threatened and endangered fish species.

Water Quality

- ◆ Project experience in designing, implementing, and analyzing biological and water quality investigations in streams, lakes, and reservoirs.
- ◆ Project experience in developing site-specific water quality standards through the use of water effects ratios, other toxicity-based studies, and field assessments.
- ◆ Project experience in water quality studies using rapid bioassessment protocols, including collection, identification, and preservation of fishes and benthic macroinvertebrates.
- ◆ Project experience in conducting Use Attainability Analyses (UAAs).

Environmental Assessments

Biological Surveys

- ◆ Extensive project experience in conducting surveys and preparing reports related to Botany, Ornithology, Ichthyology and Fisheries, Entomology, and Wildlife Ecology.

NEPA Investigations

- ◆ Extensive project experience with Environmental Assessment (EA), Biological Assessment (BA), and Categorical Exclusion (CE) projects according to NEPA requirements.

Jimmy Rogers

Environmental Scientist

Specialty/ Skill Areas

Environmental Assessment
Field Sampling Services
Wetlands
Environmental Monitoring and Assessment
Water Quality Assessment
Environmental Science

Education

BS, Environmental Science,
Biology emphasis, 2004, University
of Central Arkansas

Certifications

OSHA 40-Hour Hazardous Waste
Operations and Emergency Response
training
MSHA Safety Training

Experience

- Has over 17 years' experience as an environmental consultant.
- Experienced in all phases of environmental and ecological studies including project planning, field surveys, data analysis, and report preparation.
- Extensive field project experience with stream, wetland, bottomland hardwood, and upland habitats throughout Arkansas.

Wetlands

- Project team leader in conducting numerous wetland delineations throughout Arkansas.
- Extensive experience in obtaining Section 404 permits (Little Rock, Memphis, and Vicksburg USACE Districts).
- Project team leader in preparing and implementing numerous mitigation plans for Section 404 projects.

Environmental Assessments

- Project team member on numerous Biological Assessments (BAs) related to gas well exploration project areas.
- Project team member on several Environmental Assessment (EA) projects related to highway construction/reconstruction Arkansas.
- Project team member on Biological Evaluations (BEs) in National Forests in Arkansas.
- Project team leader on various threatened and endangered species surveys.

Water Quality

- Field team leader in conducting ground water and surface water sampling events.
- Field team leader, stormwater sampling events.
- Project team member, fish and benthic invertebrate sampling and identification.
- Data analysis and report preparation for multiple Total Maximum Daily Load (TMDL) allowances in Arkansas and Louisiana.

Soils

- Field team leader, surface and subsurface soil sampling projects.

Report Preparation

- Extensive project experience at preparation of EA, BA, BE, stormwater, and wetland delineation reports as well as various technical memorandums and other documents.



Curtis L. Nunn, PG

Geologist/Project Manager

Specialty

Geology

Skill Areas

Site Investigations
Groundwater Monitoring
Data Management and Analysis

Education

BA, Biology, 1993
Hendrix College
MS, Geology, 2003
University of Arkansas

Professional Registrations

Professional Geologist
Arkansas #1873
Licensed Geologist
Kansas #716
Registered Professional Geologist
Mississippi #837
Professional Geoscientist
Louisiana #270

Professional Affiliations

Geological Society of America
National Ground Water Association
American Institute of Professional Geologists

Certifications

40-Hour Hazardous Waste
Operations and Emergency
Response (29 CFR 1910.120)

Experience

- ◆ Over 19 years of environmental consulting experience, including five years as a project manager, in the areas of solid, hazardous, and radiological waste contaminant evaluations.
- ◆ Extensive experience conducting subsurface geological investigations and data analysis related to site cleanups and regulatory compliance programs.
- ◆ Designed numerous groundwater monitoring networks for contaminant detection and assessment, regulatory compliance, and remediation effectiveness monitoring.

Site Investigations

- ◆ Performed comprehensive site assessments (CSAs) at abandoned or underutilized properties identified by ADEQ as posing a potential threat to human health and/or the environment. Sites include former fuel stations, drycleaners, electroplating facility, aluminum smelter, transformer oil recycling facility.
- ◆ Project Manager for groundwater studies at nuclear power plants in Arkansas, Louisiana, and Mississippi. Designed and conducted hydrogeologic site investigations to identify the sources of groundwater contamination in accordance with Nuclear Energy Institute guidance.
- ◆ Served as Project Hydrogeologist during the site investigation, remediation, and closure of a low-level radioactive and hazardous waste landfill owned by the University of Arkansas.
- ◆ Conducted and/or managed Phase I and Phase II Environmental Site Assessments of agricultural, residential, and industrial properties in accordance with ASTM standards.

Groundwater Monitoring

- ◆ Served as Project Manager or Site Hydrogeologist for various long-term groundwater monitoring projects including:
 - ◆ Nuclear power plants in Arkansas, Louisiana, and Mississippi.
 - ◆ Low-level radioactive hazardous waste disposal facility in northwest Arkansas.

Data Management and Analysis

- ◆ Developed site conceptual models to describe groundwater flow, predict future contaminant migration, and identify potential sources.
- ◆ Authored site investigation and groundwater monitoring reports for submittal to state regulatory agencies and industry groups.



Raymond E. Wieda, PE

Environmental Engineer

Specialty

Environmental Permits and Planning

Skill Areas

National Pollutant Discharge Elimination
System (NPDES) Permits
Stormwater Permits
Water Quality Modeling
Total Maximum Daily Load Modeling
Flood Studies

Education

BS, Agricultural Engineering, 1991
University of Missouri

BS, Agronomy, 1992
University of Missouri

MS, Agricultural Engineering, 1993
University of Missouri

Professional Registration

Professional Engineer
Arkansas No. 9420

Certifications

Certified Nutrient Management Planner

Experience

- ◆ Over 28 years of experience in the environmental field.
- ◆ Spent 7 years with the Arkansas Department of Environmental Quality as an NPDES and State Water permit writer.
- ◆ Spent one year with the Missouri Department of Natural Resources as an NPDES permit compliance inspector for municipal and industrial facilities.
- ◆ Knowledge of state and federal water quality regulations and is the NPDES permitting expert for FTN.

NPDES Permits

- ◆ Attended EPA-sponsored NPDES Permit Writer's Course.
- ◆ Provided technical support to several municipalities and industries in Arkansas, Missouri, Oklahoma, Texas, Louisiana, Mississippi, Alabama, and North Carolina regarding federal and state regulations, permit applications, and NPDES permits.
- ◆ Applied state and federal regulations and water quality standards in the preparation of municipal and industrial wastewater discharge and no-discharge permits.
- ◆ Evaluated technical feasibility of proposed wastewater treatment systems to meet applicable effluent limitations using calibrated desktop models, effluent guidelines, and engineering judgment.
- ◆ Participated in implementation of Arkansas water quality standards for heavy metals.

Stormwater

- ◆ Prepared Stormwater Management Plans (SWMPs) for the City of Little Rock and the City of Fort Smith to meet requirements of NPDES and general municipal separate storm sewer system (MS4) permits.
- ◆ Prepared Stormwater Pollution Prevention Plans (SWPPPs) for industrial facilities and construction projects in Arkansas, Texas, Mississippi, and Louisiana.
- ◆ Served as regulatory advisor for stormwater drainage system mapping under MS4 permit for municipalities in Arkansas.

Water Quality Modeling

- ◆ Assisted in development of Total Maximum Daily Loads (TMDLs) for dissolved oxygen (DO), nutrients, minerals, and metals for streams in Arkansas and Louisiana.
- ◆ Conducted water quality modeling for DO and metals for various municipal and industrial clients in Arkansas.



APPENDIX B

Past Projects and Experience

Lake Fayetteville Spillway Modification Feasibility Study

Client

City of Fayetteville

Project Location

Fayetteville, Arkansas

Contact

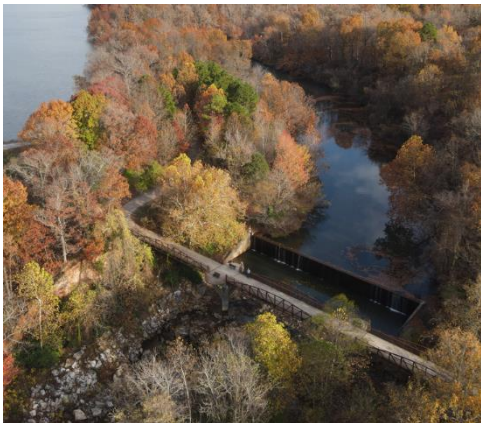
Corey Granderson
Utilities Engineer
City of Fayetteville, Arkansas
(479) 444-3452

FTN Project Manager

Lee Beshoner, PE, CFM

Project Dates

2020 - Ongoing



The primary tasks in the study included performing new hydrologic modeling for the watershed and developing detailed hydraulic modeling, including 2-Dimensional HEC-RAS models, for existing and proposed conditions, **evaluating alternative spillway configurations developing conceptual designs for preferred alternatives and developing feasibility level opinions of probable construction cost for spillway modifications.**

Lake Fayetteville was formed in 1949 when the City of Fayetteville (the City) completed construction of the Lake Fayetteville Dam, which created the reservoir to serve as the City's water supply until the development of the Beaver Water District in 1957. Since that time, the lake has provided a source of recreation for the citizens of Fayetteville and the surrounding areas.

In October 2018, the Arkansas Department of Agriculture's, Natural Resources Division (ANRD), the agency in charge of regulating dam safety in Arkansas, performed an annual inspection of the dam. As the Lake Fayetteville Dam is classified as an intermediate size and high hazard dam, the spillway must be capable of safely passing the Probable Maximum Flood (PMF). From reported calculations for the spillway, ANRD records indicated that the spillway could only handle 50% of the PMF event.

As a result of this information, the City retained FTN Associates, Ltd. (FTN) to evaluate various options for the possible modification of the Lake Fayetteville spillway. The first objective was to determine the current inflows to the lake produced by the contributing watershed for both the current condition and future conditions. The second objective was to determine the current spillway capacity up to the point the dam would be overtopped, which utilized a 2-Dimensional hydraulic model for the lake and downstream areas. As part of these objectives, FTN worked with surveyors to perform an updated topographic survey for a portion of the dam embankment, the entire approach channel, exit channel, and spillway structure.

Currently, FTN is working on a feasibility study to evaluate alternative spillway modifications and configurations for Lake Fayetteville. The primary goal is to develop alternatives that will not require too drastic of changes to the lake, which may harm the lake's recreational function.



Linda Jo Place & Skyler Drive Drainage Improvement Analysis

Client

City of Fayetteville

Project Location

Fayetteville, Arkansas

Contact

Alan Pugh
Staff Engineer
City of Fayetteville
Fayetteville, AR 72712
(479) 575-8208

FTN Project Manager

Lee Beshoner, PE, CFM

Project Dates

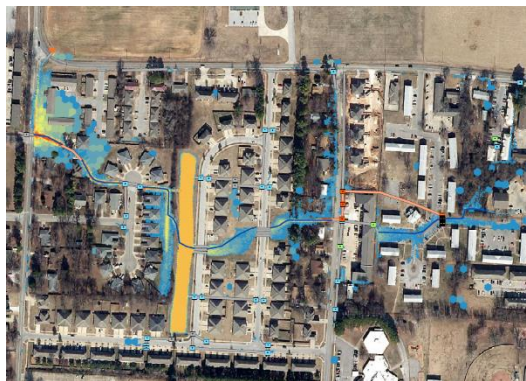
2020 - 2021

Budget

\$28,900

Throughout the last few decades, the City of Fayetteville (the City) has experienced multiple flood events ranging in size and intensity that have impacted streets and property. As part of the City's efforts to solve local drainage hot spots, the City contracted with FTN Associates, Ltd. (FTN) to evaluate an existing flood prone area in the Middle Fork Hamestring Creek Watershed by performing a drainage analysis to determine the current drainage system's conveyance capabilities and to develop conceptual level drainage scenarios for consideration to try and reduce the local flooding issues. Project tasks included the following:

- Worked with City staff to obtain existing plan information and performed field reconnaissance to gather additional information for the subsurface and surface storm drainage network.
- Developed a quasi-two-dimensional hydraulic model of the area, analyzing both surface and sub-surface flow, using PC-SWMM, a specialized version of the EPA-SWMM (Storm Water Management Model).
- Incorporated rain-on-grid hydrologic modeling for multiple storm events to determine runoff from each individual cell of the two-dimensional surface grid to be routed through the stormwater system.
- Developed model scenarios to represent current conditions (prior to any improvements) and potential drainage improvement conditions (e.g., improvements to drainage infrastructure, etc.).
- Prepared floodplain boundary mapping, depth grids, and storm animations to help visualize and prioritize areas for potential improvements.
- Proposed several solutions to address existing and future drainage problems, including surface detention improvements and storm sewer capacity improvements.



City of Bentonville

Downtown Master Drainage Analysis

Client

City of Bentonville, Arkansas

Project Location

Bentonville, Arkansas

Contact

City of Bentonville Engineering
Department

Dan Weese, PE

(479) 271-5966

Dennis Birge, PE

(479) 271-6840

FTN Project Manager

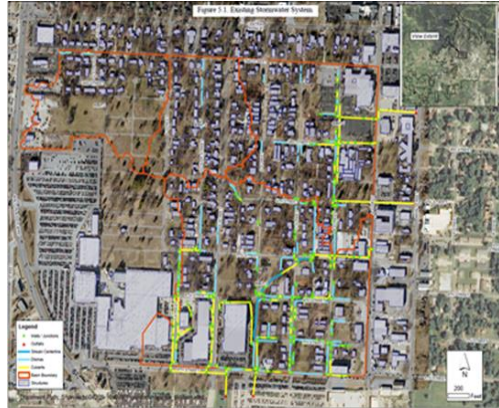
Kale Farmer, PE, CFM

Project Dates

2015 to 2017 – Limited Analysis

2019 to 2021 – Master Drainage
Analysis

- ◆ In 2016, Bentonville requested that FTN perform an in-depth analysis of drainage issues in a portion of the downtown area. The area in question had begun experiencing redevelopment; with small homes being replaced with much larger structures. The City wanted to evaluate the potential increase in runoff volumes for the area due to the increased impervious area of each lot. Additionally, FTN evaluated the current stormwater system to determine the level of service it was currently providing.
- ◆ FTN worked with City staff, an aerial photogrammetry firm, and a local surveying subcontractor to obtain detailed topographic and base map data of the project area. This included a detailed survey of the sub-surface storm drainage network and ground truthing for the photogrammetry.
- ◆ Based on the above, FTN developed a two-dimensional hydraulic model of the area analyzing both surface and sub-surface flow and drainage using PCSWMM, a program that links a 2D surface water model to EPA's widely-used SWMM (Storm Water Management Model). This model incorporated rain-on-grid hydrologic modeling - a potentially more accurate way to determine runoff from an area compared to conventional methods that average input parameters over an entire subwatershed.
- ◆ FTN proposed several solutions to address existing and future drainage problems, including surface and sub-surface detention, storm sewer capacity improvements, and regulation/ordinance revisions. FTN also worked with the City to identify several parcels within the study area that had potential for use as detention basins, including limited analysis of current value, and identified areas where sub-surface detention would be most beneficial.
- ◆ Based on these efforts and previous experience in the City of Bentonville, FTN was selected to perform studies across the downtown area as part of a Master Drainage Analysis.
- ◆ FTN studied four separate watersheds using the methodology described above to identify areas of potential drainage improvement and develop recommendations to address the drainage infrastructure needs for the entire downtown Bentonville area. The proposed improvements included storm sewer trunk line locations, ditch or storm sewer lateral line modifications, and potential detention locations. Some of these identified improvement areas were included in Bentonville's most recent Drainage Bond program.
- ◆ FTN also assisted the City with grant applications by developing conceptual plans and cost estimates, as well as performing Benefit-Cost Analyses using the FEMA BCA Toolkit.



City of Rogers Pleasant Ridge Stream Restoration and Streambank Stabilization

Client:

City of Rogers, Arkansas

Project Location:

Rogers, Arkansas

Contact:

City of Rogers
Planning & Transportation Department
Lance Jobe, Project Engineer
(479) 621-1186

FTN Project Manager:

Kale Farmer, PE, CFM

Project Dates:

2012 – 2014

Budget:

\$368,000

Approximately 700 ft of Pleasant Ridge Road on the east edge of the City of Rogers was experiencing failure or was at immediate risk of failure. The primary contributing factors were the rapid incision and bank erosion of a stream channel (Unnamed Tributary to Lake Atalanta) adjacent to the road. This incision had been noted to occur during precipitation events as small as 3 inches in 24 hours, with subsequent slope raveling/mass wasting of the road embankment and opposite slope ongoing between precipitation events. Both bank slopes were bare in areas and marginally stable along this reach, with an average slope of 0.5H:1V, becoming nearly vertical at some locations where the top of the 13 to 16 ft deep left bank slope met the edge of pavement. Localized piping of backfill behind an existing retaining wall created a void with the risk of sinkhole formation in the road. The proposed stream restoration required:

- Use of HEC-HMS to develop stream hydrographs and HEC-RAS to model hydraulic stream parameters in both super- and subcritical flow regimes to develop solution to stream incision / erosion issues.
- Providing additional channel capacity for larger, less frequent flood events to help reduce likelihood of road flooding in overbanks while reducing overall computed proposed channel velocities for the range of discharges associated with precipitation up to and including the 50-year, 24-hour event.
- Final design, incorporating very steep left (east) bank slope to accommodate guardrail and steep angle/drop between top of road and channel, consisting of geosynthetic drainage layer and cement-stabilized limestone screenings behind stone gabion basket wall replaced conventional slope repair that would not work with limited available space.
- Limited stream impacts to meet USACE Stream Restoration criteria, implement applicable USFWS Karst Best Management Practices around springhead, and comply with ADEQ construction stormwater permit.
- Meeting time constraints for repairs to minimize closure of one lane (begin after the spring rainy season and complete prior to resumption of public school in the fall).
- Designing and construct project for roadway stability, public safety and aesthetics.



City of Fayetteville Low Impact Development and Drainage Criteria Manual Update

Client

City of Fayetteville

Project Location

Fayetteville, Arkansas

Contact

Chris Brown, PE
City of Fayetteville
City Engineer
(479) 575-8206

FTN Project Manager

Kale Farmer, PE, CFM

Project Dates

2011-2014

Budget

\$200,100

The City of Fayetteville has experienced significant growth in residential, commercial and infill developments over the past decade. In an effort to minimize environmental impact and encourage green infrastructure, the city developed an engineering low-impact development (LID) guidance manual for individuals and developers. Some existing city ordinances and typical drainage design approaches described in the drainage criteria manual (DCM) posed substantial barriers to the implementation of LID practices. Through the work of the FTN project team, city staff, and a group of external stakeholders, these barriers were identified and categorized. Throughout the development of the LID chapter and the DCM, these barriers were addressed or mitigated to encourage the implementation of LID in new and infill developments.

The project included the following

- Evaluation of existing LID manuals from a wide range of localities to select methods and techniques that were best suited to Fayetteville.
- Thorough examination of existing city code and drainage design criteria to identify barriers to LID implementation.
- Participation with, and evaluation of comments from, a city-organized stakeholder group consisting of city staff, representatives from local architectural and engineering firms, faculty from the University of Arkansas, and the project team.
- Update and enhancement of the existing DCM to address design criteria including channel protection, water quality, and flood prevention, as well as development of a stand-alone LID guidance chapter. The LID chapter included runoff reduction methodology with a wide range of suggested green stormwater practices (GSPs) for application to site-specific conditions.



Russellville Master Stormwater Plan and Drainage Improvements Design

Client

City of Russellville

Project Location

Russellville, Arkansas

Contact

City of Russellville
PO Box 428
Russellville, AR 72801

FTN Project Manager

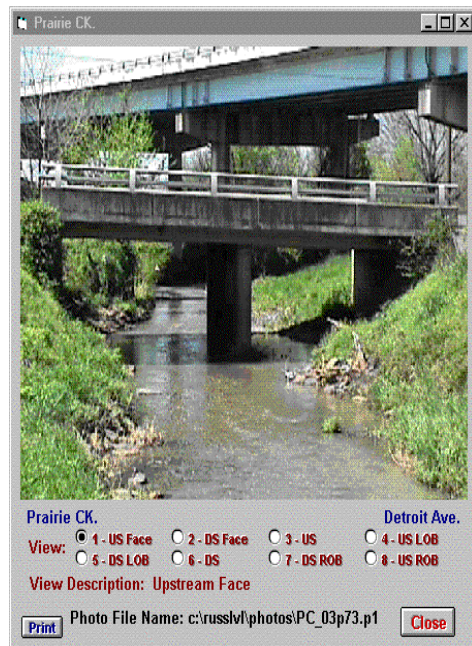
Marc C. Johnson, PE, CFM

Budget

\$220,000

The City of Russellville, Arkansas, experienced increasing amounts of flooding due to development within the drainage basin and an aging and deteriorating drainage system. The City's 15-square-mile drainage system has 28 sub-basins; 106 bridges, culverts, or pipeline crossings; and 29 tributary streams. FTN Associates, Ltd. (FTN) developed a master stormwater plan, a draft stormwater drainage ordinance, and a design manual for the City. The project was awarded the Outstanding Engineering Project by the Arkansas Chapter of the American Council of Engineering Companies. The project included:

- Developing and implementing a public participation program to help identify flood-prone areas.
- Preparing an inventory of all hydraulic structures crossing the streams (bridges, culverts, and pipelines) in all the drainage basins.
- Developing a hydraulic structures database complete with panoramic photos; the database can be easily updated by City staff.
- Hydrologic and hydraulic modeling of existing and proposed improved conditions for multiple frequency.
- Developing a list of feasible flood reduction measures.
- Modeling flood reduction measures including channel improvements, detention basins, and bridge/culvert replacements.
- Developing a stormwater drainage ordinance including design guidance.
- Estimating costs for recommended improvements and prioritizing improvements.
- Mapping inundated areas for existing and proposed improvement conditions.



Eight photos are stored for each bridge in the database.



Roadway overtopping.



APPENDIX C

Qualification Summary Form



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

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATION: RFQ 23-01, Engineering & Architectural Services

DEADLINE: Tuesday, January 31, 2023 before 2:00 PM, local time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 01/08/2023

REQUEST FOR STATEMENTS OF QUALIFICATION **RFQ 23-01, Engineering & Architectural Services**

It is the intent for the accepted responses of this solicitation to be considered for all engineering and architectural selections for 2023.

The City may select engineers and architects for bond projects from this RFQ as well as projects related to funding from the American Rescue Plan.

The City reserves the right to issue a separate RFQ at any time for any job specific engineering and/or architectural selection.

Submittals shall be submitted via upload and complete submission on the City's electronic platform at <http://fayetteville-ar.gov/bids>. No physical copies shall be submitted. The City will not accept late or misdirected responses.

All statements of qualification 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. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The Proposer 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
RFQ 23-01, Engineering & Architectural Services
Advertisement

City of Fayetteville, AR
Request for Statements of Qualification
RFQ 23-01, Engineering & Architectural Services

The City of Fayetteville, Arkansas, is requesting statements of qualifications from firms interested in providing engineering, architectural, & land surveying services for 2023 street, drainage, bridge, water & sewer, trails, parks, and other projects.

All statements shall be received by **Tuesday, January 31, 2023 before 2:00 PM, local time** utilizing the City's electronic portal located at <http://fayetteville-ar.gov/bids>. Late or misdirected proposals will not be accepted. Proposals will not be accepted after the deadline. The City of Fayetteville will not be responsible for lost or misdirected RFQ's, or failure of bidder's technical equipment.

Forms & addendums can be downloaded from the City's electronic portal at <http://fayetteville-ar.gov/bids>. All questions regarding the process shall be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov or (479)575-8220.

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. Interested parties shall be registered with the Arkansas Secretary of State.

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.

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.

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: 01/08/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$XXX.XX.

SECTION:	PAGE NUMBER
Cover Page	01
Advertisement	02
SECTION A: General Terms & Conditions	04
SECTION B: Vendor References	11
SECTION C: Summary Form	12
SECTION D: Signature Submittal	14
Appendix A: City Standard Federal Contract Provisions	15

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in this document as equal to statement of qualification.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. 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 RFQ.
- c. Electronic Submittal: Proposers are required to go to <http://fayetteville-ar.gov/bids> and follow the prompts to submit a statement of qualification within the electronic platform. **Physical submittals are not allowed for this RFQ.**
 - i. SOQ's 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 submitted through the electronic portal shall be standard page size of 8 ½" x 11". 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 uploaded in a PDF format to the City's electronic platform prior to the stated deadline.
- d. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of responders will be available as selections will be made all year for various projects.
- e. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- f. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
- g. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- h. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. 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.
- i. 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.

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 RFQ made or given prior to the award of the contract.

3. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

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

- d. 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.
- e. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- f. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- g. The City of Fayetteville reserves the right to cancel the entire request.
- h. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.
- i. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- j. 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.
- k. The City of Fayetteville intends on utilizing the received proposals for applicable 2023 engineering, architectural, and land surveying projects. Projects believed to be under \$35,000 by the City will be selected by the Department/Division head in accordance with the presented selection criteria in this RFQ. Projects expected to exceed \$35,000 shall be voted on by the selection committee and any related contract exceeding \$35,000 shall require formal authorization by the Fayetteville City Council.

4. 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 RFQ. Proposers are not guaranteed to be ranked.

5. 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.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- d. 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".
- e. 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 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.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- d. 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 responses. Proposers will receive an email confirmation after successful submission in the electronic submission platform.
- e. The time set for the deadline shall be local time for Fayetteville, AR. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the clock located in the electronic platform.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- d. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Proposers 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.
- e. 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.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his 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."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- d. 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.
- e. 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.
- f. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. 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.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for statements of qualification 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.

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. 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 RFQ. 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 RFQ. 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.

17. CANCELLATION:

- d. 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.
- e. 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.
- f. 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.
- g. 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.

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

- d. 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 RFQ.
- e. 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 RFQ, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

Award of this RFQ 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-phase contracts, this provision shall apply separately to each item.

20. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFQ 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.

21. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFQ 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.

22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

Proposers shall use the original RFQ 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 RFQ 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 RFQ documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFQ response and presented in the form of an addendum to the original RFQ documents.

23. LOBBYING:

Lobbying or communicating with 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 or communication 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.

24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred contractor with the federal, any state, or local government.

25. OTHER GENERAL CONDITIONS:

- d. Proposers shall provide the City with 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.
- e. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- f. The request for statement of qualification 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 statements of qualification 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.
- g. 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.
- h. **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 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.

- i. 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 statements of qualification. 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. 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.
- k. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ 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 RFQ's content or to exclude any relevant or essential data.
- l. 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.
- m. 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 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.
- n. 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 City of Fayetteville.
- o. All interested parties shall understand the City is not utilizing AIA contracts for projects. Standard City contracts will be used for all projects.

26. INSURANCE:

- d. Any project selected under this RFQ shall require 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.

27. ATTACHMENTS:

- a. Appendix A: City Standard Federal Contract Provisions

28. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. **30 Points** – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. **25 Points** – Capacity and capability of the firm the perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. **25 Points** – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. **20 Points** – Firm's proximity to and familiarity with the area in which the project is located

****Note:** Price shall not be a considered factor used to select a vendor. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor. **Statements of Qualification/Proposals shall NOT include prices, hourly fees, consulting rates, etc. of any kind.**

City of Fayetteville, AR
RFQ 23-01, Engineering & Architectural Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: FTN Associates, Ltd.

NUMBER OF YEARS IN BUSINESS: 41 HOW LONG IN PRESENT LOCATION: 16

TOTAL NUMBER OF CURRENT EMPLOYEES: 72 FULL TIME 62 PART TIME 10

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of Hot Springs

COMPANY NAME

Hot Springs, Arkansas 71902

CITY, STATE, ZIP

Denny McPhate, CFM

CONTACT PERSON

(501) 321-6866

TELEPHONE

(501) 321-6868

FAX NUMBER

DMcPhate@cityhs.net

E-MAIL ADDRESS

3. City of Springdale

COMPANY NAME

Springdale, Arkansas 72764

CITY, STATE, ZIP

Ryan Carr, PE, POTE, CFM

CONTACT PERSON

(479) 750-8114

TELEPHONE

(479) 750-8559

FAX NUMBER

rcarr@springdalear.gov

E-MAIL ADDRESS

Arkansas Department of Agriculture

2. Natural Resources Division

COMPANY NAME

Little Rock, Arkansas 72201

CITY, STATE, ZIP

Whitney Montague, CFM

CONTACT PERSON

(501) 682-3969

TELEPHONE

(501) 682-3991

FAX NUMBER

whitney.montague@arkansas.gov

E-MAIL ADDRESS

4. City of Fayetteville

COMPANY NAME

Fayetteville, Arkansas 72701

CITY, STATE, ZIP

Alan Pugh, PE, CFM

CONTACT PERSON

(479) 575-8206

TELEPHONE

(479) 575-8257

FAX NUMBER

apugh@fayetteville-ar.gov

E-MAIL ADDRESS

City of Fayetteville, AR
RFQ 23-01, Engineering & Architectural Services
SECTION C: 2023 Annual Statement of Qualifications Summary Form

ATTENTION: This form shall be completed and returned with EACH SUBMITTED Statement of Qualification. The City will utilize the selection marked by each firm to correspond with the scope of work for each project.

NAME OF FIRM: FTN Associates, Ltd.

SUMMARY STATEMENT:

Proposer should provide summary information on this form by checking the areas of expertise based on experience and qualifications.

This form must be completed and returned in order for your proposal to be eligible for consideration.

☐	Airport	☐	Mechanical
☐	Architecture	☒	Natural Resource/Conservation Planning
☐	Bridges	☐	Parks: Urban Forestry Planning
☐	Carbon Sequestration Analysis	☐	Parks: Land Dedication Fees Consultant
☒	Civil/Structural Design	☐	Site Utility
☐	Climate Resilience Analysis	☐	Studio Design
☒	Construction Administration	☒	Storm Water Management
☒	Drainage Design, Analysis, & Planning	☒	Stormwater Modeling
☒	Ecosystem Services Analysis	☒	Stormwater Design
☐	Electrical	☐	Structural Design
☒	Environmental Analysis, Remediation, & Permitting	☐	Surveying
☒	Environmental Water Services	☒	Sustainability Design
☒	Floodplain Services	☐	Testing Services: Soil/Materials
☒	GIS Mapping	☐	Traffic Studies
☐	Geotechnical Engineering	☐	Utility Asset Inspections
☒	Hydrology	☐	Value Engineering
☐	Independent Fee Estimates	☒	Wastewater Design
☐	Interior Design	☒	Wastewater Management
☐	Landscape Architecture	☒	Wastewater Modeling
☐	LEED/Sites Certification	☐	Wastewater Rate Studies
☐	Lighting Design	☐	Wastewater SSES
☐	Master Planning: Arts/Culture	☐	Water/ Sewer Rate Studies
☐	Master Planning: City/Government	☐	Water Audit Services
☐	Master Planning: Parks	☒	Water Design
☐	Master Planning: Streets	☒	Water Management
☐	Master Planning: Wastewater	☒	Water Modeling
☐	Master Planning: Water	☒	Water Quality Monitoring
☐		☒	Wetlands

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 are 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.

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 where the City's Purchasing Division can contact for clarification or interview request.**

Name of Firm: FTN Associates, Ltd.

Name of Primary Contact: Lee Beshoner, PE, CFM

Title of Primary Contact: Project Manager

Phone Number: (479) 571-3334

E-Mail Address: ljb@ftn-assoc.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	 / LEE BESHONER	1-31-2023

4. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in 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.

COMPANY: FTN Associates, Ltd.

PHYSICAL ADDRESS: 124 W Sunbridge, Suite 3, Fayetteville, Arkansas 72703

MAILING ADDRESS: Same as above

PHONE: (479) 571-3334 FAX: (479) 571-3338

E-MAIL: ljb@ftn-assoc.com

TAX ID #: 64-0642992 UEI #: _____

Signed (By submitting your response, you certify that you are authorized to represent and bind your company):

SIGNATURE: 

PRINTED NAME : Lee J. Beshoner

TITLE: Project Manager DATE: 1-31-2023



RFQ 23-01, Engineering and Architectural Services

Appendix A: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

CODE OF FEDERAL REGULATIONS

TITLE 2 – GRANTS AND AGREEMENTS

PART 200, APPENDIX II

Appendix A: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

[Appendix II to Part 200, Title 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](https://www.govinfo.gov/content/pkg/CFR-2021-title2-vol1/pdf/CFR-2021-title2-vol1-part200.pdf)
<https://www.govinfo.gov/content/pkg/CFR-2021-title2-vol1/pdf/CFR-2021-title2-vol1-part200.pdf>

Contractors and vendors shall comply with the following federal guidelines, in accordance with the most recent published version of Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The definition of a “non-Federal entity” in this section shall mean the City of Fayetteville, AR. Language in this Appendix shall override and supersede any language contained in the bid documents. All parties shall understand the terms “vendor” and “contractor” may apply to a design firm, construction contractor and/or sub-contractor. Language in this appendix shall apply as it is applicable to federal law. Design firms shall incorporate all applicable federal language into bid specifications, qualification requirements and contract documents prepared for City of Fayetteville projects.

1. Termination for Cause and Convenience

- a. The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days’ notice to the vendor of the intent to cancel, or with cause if at any time the vendor fails to fulfill or abide by any of the terms or conditions specified. This Agreement shall be automatically terminated if funds under federal award, number are discontinued by the awarding agency for any reason. Such termination shall take effect upon receipt of written notice. If there is a need to settle on an early termination, partial payment up to the termination date would be determined by incurrence of allowable cost, by completion of task, by percent of time completed up to the settlement, or some other method as defined by the City upon review of the vendor’s records.
- a. Failure of the vendor to comply with any of the provisions of this 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.
- b. 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 services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

2. Equal Employment Opportunity – Vendor shall comply with 41 CFR 60–1.4(b)

- a. During the performance of this contract, the vendor agrees as follows:
 - (1) The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the vendor's legal duty to furnish information.
- (4) The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-vendor or vendor. The vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - a. Provided, however, that in the event a vendor becomes involved in, or is threatened with, litigation with a sub-vendor or vendor as a result of such direction by the administering agency, the vendor may request the United States to enter into such litigation to protect the interests of the United States.
 - b. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - c. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of vendors and sub vendors with

the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- d. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon vendors and sub-vendors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
 - b. Subcontracts. Each nonexempt prime vendor or sub-vendor shall include the equal opportunity clause in each of its nonexempt subcontracts.
 - c. Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.
 - d. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the vendor is written.
 - e. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.
3. **Davis-Bacon Act**, (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations ([29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"](#))
 - a. See also [2 C.F.R. Part 200, Appendix II, ¶ D.](#)
 - b. In accordance with the statute, vendors 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, vendor must be required to pay wages not less than once a week.
 - c. 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.
 - i. **Contractor's on projects shall reference the appendices containing Wage Determination Numbers and dates.**
 4. **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - a. Each contractor or subrecipient shall 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.

- i. The 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 this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate 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.
- iii. Breach. 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.

5. Contract Work Hours and Safety Standards Act

- a. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- b. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer based on 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.
- c. 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.
- d. Compliance with the Contract Work Hours and Safety Standards Act
 - ii. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - iii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - iv. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

- 6. **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.

7. **Clean Air Act:** Contracts in excess of \$150,000 shall comply with the following related to the Clean Air Act
 - a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The vendor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance funding.
8. **Federal Water Pollution Control Act:** Contracts in excess of \$150,000 shall comply with the following related to the Federal Water Pollution Control Act
 - a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The vendor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
9. **Debarment and Suspension (Executive Orders 12549 and 12689)**
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor/contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. A contract award (per [2 CFR 180.220](#)) shall not be made to parties listed on the governmentwide 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 1986 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.
 - c. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - d. If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - e. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
10. **Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)**
 - a. Vendor’s who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies 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 shall 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 recipient.

11. Procurement of recovered materials ([§ 200.323](#))

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors and vendors 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 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; 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.

12. Prohibition on certain telecommunications and video surveillance services or equipment ([§ 200.216](#))

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (1) 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).
 - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.
- b. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See [Public Law 115-232](#), section 889 for additional information.
- d. See also [§ 200.471](#).

13. Domestic preferences for procurements ([§ 200.322](#))

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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 requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2024

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 HUB International Great Plains LLC 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Molly Harmon PHONE (A/C, No, Ext): 402-964-5598 E-MAIL ADDRESS: molly.harmon@hubinternational.com FAX (A/C, No): 402-557-6325
INSURED Olsson, Inc. 3 Innwood Circle, Ste 220 Little Rock AR 72211	INSURER(S) AFFORDING COVERAGE INSURER A : Amerisure Mutual Insurance Company INSURER B : Amerisure Insurance Company INSURER C : MSIG Specialty Insurance USA Inc INSURER D : XL Specialty Insurance Company INSURER E : Underwriters at Lloyd's INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 1657679552**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CPP21194510302	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 21194500301	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CU 21194520202	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC 21194530202	1/1/2024	1/1/2025	☒ 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
C D E	Professional Liability Crime Cyber Liability			MSTAEC-00010 ELU194665-24 ACS1191723	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	PL Each Claim/Agg 5,000,000 Employee Theft 2,000,000 Cyber Claim/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All carriers listed above have an AM Best Rating of at least A, XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services. General Liability, Auto Liability, and Workers Compensation/Employers Liability are underlying policies of the Umbrella Liability. Crime policy has \$1,000,000 limit for forgery or alteration. Professional Liability policy is claims made, \$500,000 deductible per claim.

RE: Old PD Shooting Range Remediation

City of Fayetteville is listed as additional insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Fayetteville
113 West Mountain Street
Fayetteville AR 72701

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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May 6, 2024

City of Fayetteville AR

**113 W Mountain St
Fayetteville, AR 72701**

RE: City of Fayetteville Lake Fayetteville R04370-2579-001

Dear City of Fayetteville AR:

It is with great pleasure that Olsson, Inc., shares our excitement regarding our acquisition of FTN Associates, Ltd. On April 29, 2024, Olsson acquired the business, which includes employees, and existing FTN projects. Through our due diligence, we have learned and confirmed that FTN and Olsson have similar stances and values in taking care of our people (clients and employees alike) and providing a high-quality service.

Prior to finalizing the acquisition, we reviewed all existing FTN contracts and have determined we are willing to assume the responsibility and risk for incomplete and on-going projects. To cover the risks associated with the existing projects, this work has been specifically endorsed onto Olsson's insurance policy. We will transmit to your attention under separate cover a new insurance certificate showing the coverage required as per the existing contract. Olsson agrees to the terms and conditions, as specified in the contract.

Future work will be performed by the staff you are presently using, so you will incur no change of personnel or decline in productivity. FTN staff will have access to Olsson's full scope of services, and the talents and expertise of 1,900 employees. It is agreed that the funds to be paid to the assignee (Olsson, Inc.) under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

Your signature is requested below acknowledging and approving the assignment of the contract to Olsson. Attached is a W-9 for Olsson, Inc., for your records. We look forward to continuing the relationships created with you and your organization.

Sincerely,



Paul Crawford

FTN Associates, Ltd



Jeff Jenkins, CFO

Olsson, Inc.

Client Representative for City of Fayetteville AR



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **RIVER CITY HYDRAULICS (PURCHASE AGREEMENT)**

RECOMMENDATION:

A RESOLUTION TO APPROVE THE PURCHASE OF A TYMCO MODEL 600 STREET SWEEPER FROM RIVER CITY HYDRAULICS IN THE AMOUNT OF \$365,665.00, PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACT (111522-TYM) AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Unit 9252 (TRAN_F048) has had ongoing maintenance and reliability issues. This unit currently has a Faster score of 11.7 points, but its replacement will be a year out due to ongoing supply chain issues. A new unit will be purchased in its place. Fleet Operations forecasts that upon the new units arrival, unit 9252 will be at and past replacement by points.

DISCUSSION:

Despite ongoing repairs, the unit does not perform well and has proven to be unreliable for front line use in milling and paving operations or general city wide sweeping operations. A new unit will be purchased that has been tested in the City during milling and paving and city sweeping operations and performs the mission of Transportation. The only reason FASTER points are low is due to having low miles. Throughout its life, from in-service date till current, according to our data, the current unit has only provided 66% availability. Fleet and industry goals should be closer to 95% for the majority of assets month over month based on normal scheduled working hours of the Transportation Division.

BUDGET/STAFF IMPACT:

This unit is not a FY24 budgeted replacement but is required for front line service for the Transportation Division. Therefore, a budget adjustment will be made from the Fleet fund balance to purchase this unit. Fleet will move this FY25 purchase to 2024 budget and the purchase will be made in FY25 due to a 1-year manufacturing timeline. The difference in collections will be made up with the surplus of the old unit.

This unit was unanimously approved at the August 13th Equipment Committee.

ATTACHMENTS: SRF (#3), BA (#4), Final Quote (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-425

RIVER CITY HYDRAULICS (PURCHASE AGREEMENT)

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A TYMCO MODEL 600 STREET SWEEPER FROM RIVER CITY HYDRAULICS IN THE AMOUNT OF \$365,665.00, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Unit 9252 has had ongoing maintenance and reliability issues and its replacement will be a year out due to ongoing supply chain issues so Fleet Operations recommends placing the order now.

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 a TYMCO Model 600 street sweeper from River City Hydraulics the amount of \$365,665.00, pursuant to a Sourcewell cooperative purchasing contract.

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

2024-425

Item ID

9/3/2024

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

Ross Jaskson

8/8/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RESOLUTION TO APPROVE THE PURCHASE OF A TYMCO MODEL 600 SWEEPER FROM RIVER CITY HYDRAULICS IN THE AMOUNT OF \$365,665.00, PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACT 111522-TYM AND TO APPROVE A BUDGET ADJUSTMENT. UNIT 9252 TO BE 9358 TRAN_F048.

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

02077.2024

CONSTRUCTION EQUIPMENT

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 548,500.00

Expenses (Actual+Encum)

\$ 404,636.88

Available Budget

\$ 143,863.12

Does item have a direct cost? Yes

Item Cost

\$ 365,665.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 365,665.00

Remaining Budget

\$ 143,863.12

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2024	/Org2		
	Requestor:	Ross Jackson	

A RESOLUTION TO APPROVE THE PURCHASE OF A TYMCO MODEL 600 STREET SWEEPER FROM RIVER CITY HYDRAULICS IN THE AMOUNT OF \$365,665.00, PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACT (111522-TYM) AND TO APPROVE A BUDGET ADJUSTMENT. (Unit 9252 / TRAN_F048)

	COUNCIL DATE:	9/3/2024
	ITEM ID#:	2024-425
	Holly Black	
	8/14/2024 10:49 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

Sourcewell Quote Form v2.0 - Sourcewell Contract #111522-TYM
Feb. 2, 2023 - Feb. 3, 2027



Customer / Sourcewell Member:	City of Fayetteville, AR
Sourcewell Member #:	34143
Customer Contact Name:	Ross Jackson, Jr., Fleet Operations Superintendent
Customer Phone #:	479.444.3494
Customer E-Mail:	rjackson@fayetteville-ar.gov
Quote Date:	7/23/2024
Quote Validity:	30 Days
Quoted By:	Kaye Morgan
TYMCO Dealer:	River City Hydraulics
TYMCO Dealer Contact:	Chris Knight
TYMCO Dealer Contact E-Mail:	cknight@2riverscityhyd.com

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

MODEL 600® SWEEPER STANDARD EQUIPMENT

Auxiliary Engine: John Deere diesel turbocharged 4045T Final Tier 4; 4 cylinder; 4.5 L (275 CID); 99 HP @ 2200 RPM; Torque 315 ft. lb. @ 1600 RPM; fuel/water separator, fuel filter; Donaldson PowerCore ® air filter with scavenged pre-filter; Remote oil filter; 3.8 useable gallon Diesel Exhaust Fluid (DEF) tank. Includes John Deere Standard Warranty coverage 2 Years /

Amber Beacon Light - LED: SAE Class 1/California Title 13 compliant with protective limb guard.

Auxiliary Engine In-Cab Air Filter Restriction Indicator with Gauge: A filter restriction gauge included on the in-cab BlueLogic display with an audio and visual high restriction indicator.

Auxiliary Engine Protection System: Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature or low oil pressure.

Auxiliary Fuse Panel: A 12V DC fused power source panel for any needed additional electrical components or accessories, i.e. radios, warning lights, controls, etc.

Back-Up Alarm: ECCO Model 510; SAE Type C 97dB

BlueLogic® Control System: Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touchscreen display and the multiplexed switch pack. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide and On-Board Diagnostics (OBD) for the auxiliary engine and sweeper.

Duo Skids: Warranted for 2 Years / 2000 hours prorated

Dust Control System: 220 gallon capacity polyethylene water tank (Extra Water capacities available); 5 gpm electric diaphragm type pump; low water audible alarm and message on BlueLogic display; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper. Peterbilt 156", Autocar 152" Diesel and Autocar 171" CNG chassis REQUIRES Extra Water Capacity (Refer to Dust Control Options Section).

Gutter Brooms, Twin; LED Floodlights and Parabolic Mirrors: Left and right side mounted 43" diameter wire filled digger type; adjustable LED floodlight for each gutter broom; 10.5" parabolic mirrors. Parabolic Mirrors N/A with Cabover Chassis.

High Capacity Dust Separator

Hydraulic System Protection: Hydraulic filter restriction indicator mounted in filter manifold; sight level gauge mounted on tank. BlueLogic control system continually monitors oil temperature.

LED Alternating Warning Light Set: Rear mounted oval lights (2).

LED Stop/Turn/Tail/Clearance Lights

Pressure Bleeder: Air pressure is deflected out, allowing additional suction across the front of pick-up head.

Rear Mounted LED Floodlights (2)

Rear View Camera System: 3rd Eye®, heavy duty rear infrared camera with 7" color monitor mounted in cab

Reverse Pick-Up Head System: Assists in backing up with Pick-Up Head down

Rubber Lined Blower: Warranty: 1 year / 1,000 hours prorated

Water Fill Hose & Rack: Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. System incorporates air gap.

Work Platform: Easily accessible work platform located between truck cab and sweeper. Standard equipment with conventional chassis with 165" WB and horizontal exhaust. Not available with Extra Water Capacity or Chassis Vertical Exhaust.

Sweeper Warranty: 1 Year / 1000 Hours. Contact factory for details.

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
600000	1	Model 600® Sweeper with Standard Equipment (Base Price)	\$196,443.00	\$186,620.00
1	AUXILIARY ENGINE HYDRAULIC OPTIONS:			
600053	1	Auxiliary Hydraulic System	\$1,232.00	\$1,170.00
2	GUTTER BROOM OPTIONS:			
600022	1	Gutter Broom Tilt Adjuster: Right	\$900.00	\$855.00
600070	1	Gutter Broom Variable Speed: Right and Left	\$853.00	\$810.00
3	DUST CONTROL SYSTEM OPTIONS:			

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
Unpublished	1	Additional Left Gutter Broom Nozzle	\$422.00	\$400.00
Unpublished	1	Additional Right Gutter Broom Nozzle	\$422.00	\$400.00
600004	1	A.O.D. (Air Operated Diaphragm) Water Pump with Wash Down Hose & Gun (Exchange)	\$2,227.00	\$2,115.00
Unpublished	1	Hydrant Wrench	\$53.00	\$50.00
4	HOPPER OPTIONS:			
600036	1	Abrasion Protection Package	\$1,090.00	\$1,035.00
600084	1	Dump Switch in Cab	\$237.00	\$225.00
600043	1	Sweeper Deluge System	\$1,137.00	\$1,080.00
5	PICK-UP HEAD OPTIONS:			
600079	1	Auto Sweep Interrupt (ASI)	\$1,137.00	\$1,080.00
601000	1	Broom Assist Pick-Up Head (Exchange)	\$5,543.00	\$5,265.00
600063	1	Pick-Up Head Curtain Lifter	\$1,706.00	\$1,620.00
Unpublished	1	Pick-Up Head Pressure Inlet Water Injection System	\$1,895.00	\$1,800.00
6	AUXILIARY HAND HOSE OPTIONS:			
600035	1	Auxiliary Hand Hose	\$1,374.00	\$1,305.00
7	STAINLESS STEEL OPTIONS:			
600091	1	Stainless Steel Hopper (Exchange)	\$24,348.00	\$23,130.00
Unpublished	1	Stainless Steel Bolt-On Blower Housing (Exchange)	\$1,579.00	\$1,500.00
Unpublished	1	Stainless Steel Hopper Drain System (Standard)	\$790.00	\$750.00
8	AIRPORT OPTIONS:			
9	SWEEPER ADDITIONAL OPTIONS:			
600008-B	1	Camera System - Standard Rear Camera and One Additional Camera	\$1,137.00	\$1,080.00
	Location: Pick-Up Head View from Right Side			
Unpublished	1	Storage Box with Work Platform	\$1,264.00	\$1,200.00
Unpublished	1	Sweeper Paint: TYMCO Standard White	\$0.00	\$0.00
10	UNPUBLISHED SPECIAL SWEEPER OPTIONS:			
Section / Type	Qty	Model 600® Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext
11	CAB CHASSIS:			
600704	1	2025 International MV607, 33,000 lb. GVWR, 165" WB, Diesel (1-SPD) EPA *For Use in EPA States Only*	\$117,175.00	\$117,175.00
12	CHASSIS ADDITIONAL OPTIONS:			
Unpublished	1	Air Horn (Dual)	\$500.00	\$500.00
Unpublished	1	Battery Disconnect Switch	\$450.00	\$450.00
Unpublished	1	LED Amber Traffic Directing Light: Rear Mounted	\$800.00	\$800.00
Unpublished	2	Parabolic Mirror Head - 12" (Exchange)	\$75.00	\$150.00
Unpublished	1	Truck Paint: Standard Factory White	\$0.00	\$0.00
13	UNPUBLISHED SPECIAL CHASSIS OPTIONS:			
14	DEALER UNPUBLISHED OPTIONS:			
Unpublished	1	Extended Warranty: Sweeper Body only - 4 year warranty (RCH)	\$10,000.00	\$10,000.00
Unpublished	1	Special Dealer Discount to cover the freight (RCH)	-\$3,500.00	-\$3,500.00
15	TOTAL COST OF ACQUISITION COSTS			
	1	Freight / PDI / Inservice	\$3,500.00	\$3,500.00
	1	Extended Warranty - International MV607 Basic Vehicle 60 mos/150K miles	\$2,250.00	\$2,250.00
	1	Extended Warranty - Allison Transmission 60 mos/Unlimited miles	\$850.00	\$850.00

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
			Total Price:	\$365,665.00
			FOB:	Fayetteville, AR
			Delivery ARO:	270-365 Days - See NOTE Below

**Pricing Details: TYMCO, Inc. offers Sourcewell Members a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog (Base + Items in Sections 1 through 10). Chassis, chassis options, dealer unpublished options and Total Cost of Acquisition Costs (Items in Sections 11 – 15) are not discountable. The Sourcewell Discount shown above is reflective of 5% of all applicable items on this quote.*

Notes	1.	Note: Delivery Subject to Truck Availability
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MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **RUSH TRUCK CENTER (PURCHASE AGREEMENT)**

RECOMMENDATION:

A RESOLUTION TO APPROVE THE PURCHASE OF A 2024 INTERNATIONAL CV515 UTILITY TRUCK FROM RUSH TRUCK CENTERS OF LOWELL ARKANSAS IN THE AMOUNT OF \$109,955.67, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (060920-NVS), AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Unit 377 (WSEW_F060) has reached 15/15 points in FASTER our Fleet Management Software and has begun to experience audible engine knocking. The unit is no longer capable of front-line service for the Water Sewer Department.

DISCUSSION:

The cost of repairs is not justifiable for the potential life added to the unit. Fleet recommends replacement. The water sewer department is considered an extreme duty application where both miles and engine hours need to be factored into asset replacement.

BUDGET/STAFF IMPACT:

This unit is budgeted for replacement in FY2024. However, there are not enough funds for the purchase. Therefore, a budget adjustment will be made from another fleet capital project to balance the purchase of this unit.

This unit was unanimously approved at the August 13 Equipment Committee.

ATTACHMENTS: SRF (#3), BA (#4), Sourcewell Quote (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-424

RUSH TRUCK CENTER (PURCHASE AGREEMENT)

A RESOLUTION TO APPROVE THE PURCHASE OF A 2024 INTERNATIONAL CV515 UTILITY TRUCK FROM RUSH TRUCK CENTERS IN THE AMOUNT OF \$109,955.67, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Unit 377 has reached 15/15 points in the Fleet Management Software, has begun experiencing audible engine knocking, and is no longer capable of front-line service for the Water Sewer Department.

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 a 2024 International CV515 from Rush Truck Centers in the amount of \$109,955.67, pursuant to a Sourcewell cooperative purchasing contract.

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

2024-424

Item ID

9/3/2024

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

Ross Jackson

8/8/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RESOLUTION TO APPROVE THE PURCHASE OF A 2024 INTERNATIONAL CV515 FROM RUSH TRUCK CENTERS OF LOWELL ARKANSAS IN THE AMOUNT OF \$109,955.67, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT 060920-NVS, AND TO APPROVE A BUDGET ADJUSTMENT. (unit 377/WSEW_F060)

Budget Impact:

9700.7701920-5802.00

SHOP

Account Number

Fund

02079.2024

HEAVY DUTY UTILITY VEHICLES

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 782,102.00

Expenses (Actual+Encum)

\$ 676,670.50

Available Budget

\$ 105,431.50

Does item have a direct cost? Yes

Item Cost

\$ 109,955.67

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 10,000.00

Remaining Budget

\$ 5,475.83

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2024	/Org2		
	Requestor:	Ross Jackson	

	COUNCIL DATE:	9/3/2024
	ITEM ID#:	2024-424
	Holly Black	
	8/14/2024 9:47 AM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

Page 163 of 674

Retail Sales Order

SALES ORDER		Date 08/02/2024	
Please enter my order for the following: ☒ New ☐ F.E.T. Applicable ☐ Used ☒ F.E.T. Exempt		City of Fayetteville	
		Customer's Name	
Make International	Series CV515	1525 Happy Hollow Rd.	
Year 2023	Body Type	Fayetteville AR 72701	
Color WHITE	Trim	Street City State Zip	
Serial # 1HTKTSWK6PH077703		(479) 575-8228	
Stock # 1703895		Federal Tax ID # Business Phone Fax	
To be delivered on or about 9/27/2024		Purchaser's Name	
		Street City State Zip	
		Federal Tax ID # Business Phone Fax	
		John Rangel	
		By Salesman	
		Vehicle will be Titled in Washington County.	
		*** Vehicle will be Registered in the State of Arkansas	
LIENHOLDER INFORMATION			
		Date of Lien	
		Lien Holder	
Sales Price		109,955.67	
Factory Paid F.E.T.		0.00	
F.E.T. Tire Credit		0.00	
Total Factory Paid F.E.T.		0.00	
Optional Extended Warranties		0.00	
Sub-Total		109,955.67	
Dealer Paid F.E.T. *		0.00	
Local Taxes		0.00	
Delivered Price		109,955.67	
Total Down Payment		0.00	
Unpaid Balance Due on Delivery		109,955.67	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE.			
CARB Disclosure: A vehicle operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets.			
*** State of registration is based on the state selected by the Customer when the vehicle was ordered. Customer is solely responsible for, and agrees to defend, indemnify and hold Rush harmless from, any reporting obligations and/or liability, including but not limited to penalties and fines, arising from registration and/or operation of a vehicle in a state other than the state of registration identified herein.			
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY.			
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER			
THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.			
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.			
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.			
		Customer's Signature	
		Date	
		OFFER RECEIVED BY:	
		7-2-24	
		SALES REPRESENTATIVE Date	
		OFFER ACCEPTED BY:	
		AUTHORIZED REPRESENTATIVE Date	
TERMS ARE C.O.D. UNLESS PRIOR ARRANGEMENTS HAVE BEEN APPROVED			



Rush Truck Center, Lowell
807 S Bloomington St
Lowell, AR 72745
479-770-1235

Retail Sales Order

TERMS AND CONDITIONS

1. **Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, IF ANY, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title and Emissions.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances. Customer further warrants that the emissions system of the Trade-In Vehicle, including any air pollution control devices ("Emissions System"), has not been removed, dismantled, modified, tampered with or altered in any way and the Emissions System is functioning in accordance with the original OEM specifications.

5. **Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

16. **Used Car Buyers Guide.** If applicable, the information on the window form for the vehicle(s) is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

17. **Third Party Products and Services.** Products purchased from Rush may include products and services provided by third parties, including subscription services and/or software products ("Third Party Products") that have their own terms and conditions of use and privacy policies ("Third Party Use Terms"). Customer's use of the Third Party Products is governed by and subject to the Third Party Use Terms. Customer understands and agrees that Rush is not responsible or liable for Customer's use of the Third Party Products. Use of Dealer's RushCare products and services is governed by the RushCare Technology Solution Platform User Agreement located at <http://www.rushtruckcenters.com/rushcare-user-agreement>.

18. **Use of Vehicle Repair Data.** Vehicle maintenance service and repair information arising from or created as a result of Services provided by Dealer, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Dealer and Maintenance Third Parties to support and enhance vehicle repair services provided to such parties' customers. Customer also authorizes Dealer and Maintenance Third Parties to aggregate Vehicle Repair Data with data of other repair customers in a way that does not identify Customer and to use such aggregated data for any purpose.

19. **Insurance. IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** Dealer may request insurance information from Customer in order to register the vehicle or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the vehicle. By signing this agreement, Customer covenants and agrees that Customer has obtained, or will obtain, before the vehicle is driven by anyone, insurance on the vehicle.

20. **Manufacturer Surcharges.** The Manufacturer has reserved the right to change the price to Dealer of any Product that is not currently in Dealer's stock, without notice to Dealer. If a Product identified in this Order is not currently in Dealer's stock at the time this Order is signed by the Customer, Dealer reserves the right to change the Product price to reflect any price increases imposed by the Manufacturer.

Customer Initial _____

Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

FACTS	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and employment information When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call (830) 302-5200
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Who we are

Who is providing this notice? Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

What we do

How does Rush Truck Centers protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Rush Truck Centers collect my personal information?

We collect your personal information, for example, when you

- apply for financing
- give us your income information or provide employment information
- provide account information or give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes-information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

Rush does not share with nonaffiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

■ Includes lenders, finance companies and financial service providers

Other important information

- This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush Truck Centers of California, Inc., Rush Medium Duty Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Medium Duty Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Pennsylvania, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP, Rush Truck Centers of Utah, Inc., and Rush Truck Centers of Virginia, Inc.
- This Privacy Policy does not apply to information obtained in a non-financial transaction.



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcwell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Truck. If you have any questions regarding enrollment in Sourcwell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
Sourcewell Member:	City of Fayetteville	Rush Truck Center Lowell	
Contact:	Ross Jackson	John Rangel	
Address:	1525 Happy Hollow Rd.	807 S Bloomington	
City/State/Zip:	Fayetteville/AR/72701	Lowell/AR/72745	
Phone:	(479) 575-8228	(479) 866-7524	
Email:	rjackson@fayetteville-ar.gov	rangelj@rushenterprises.com	

Proposal Number	3944
Date	8/2/2024
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	1

Chassis			
New 2023 International CV515 Chassis			\$ 72,158.00
Base Chassis List	\$ 58,244.00		
Options List	\$ 13,914.00		
Sourcewell Contract Discount	\$ 6,000.00	\$ (6,000.00)	
Volume Incentive		\$ -	
Freight		\$ 1,950.00	
Raw Material Increase		\$ 2,500.00	
Chassis Handling Fee (Limited to \$1500)		\$ 1,500.00	
Net Sourcewell Chassis Price		\$ 72,108.00	
Sourcewell Partner Body			
		\$ -	
		\$ -	
	4.00%	\$ -	
Non-Sourcewell Dealer Supplied Body			
Knapheide Service Body Installed		\$ 28,545.00	
Cut and Stretch Frame		\$ 3,000.00	
Handling Fee	5.00%	\$ 1,577.25	
Additional Post Build Work			
PDI		\$ 309.92	
		\$ -	
		\$ -	
Handling Fee	5.00%	\$ 15.50	
Service Contracts			
ESC Warranty		\$ 4,400.00	
		\$ -	
		\$ -	
Additional Freight			
		\$ -	
		\$ -	
Additional Floorplan			
		\$ -	
		\$ -	
Additional Fees & Taxes			
		\$ -	
		\$ -	
		\$ -	
Final Sourcewell Per Vehicle Price FOB Rush Truck Center Lowell		\$ 109,955.67	
Final Sourcewell Total Vehicle(s) Price		\$ 109,955.67	

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	\$200
Silver Package Award	\$1,200
Terms:	Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above. Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

Proposal Date: 8/2/24

Proposal Valid Until: 1/29/25

Extended Service Contract Registration Form

Account Location
RUSH TRUCK CENTERS - LOWELL
 807 S Bloomington St.
 Lowell, AR 72745-9667
 UNITED STATES
 PHONE: 479-770-1200
 ACCOUNT NO: 611244-003

**Customer Name:** City of Fayetteville**Vehicle Selection Information****Vehicle Group:** Truck **Model:** CV **Configuration:** 4X4 **Engine:** International 6.6L Diesel **Application:****Contract Information**

Policy Number	Feature Code	Coverage Description	Months	Miles	List Price Per Vehicle (USD)	Customer Price Per Vehicle (USD)
BTB20B	40YDS	CV Bumper to Bumper	60	100,000	\$4,300.00	\$4,300.00

Total List Price : \$4,300.00 **Total Customer Price:** \$4,300.00**Vehicle Information**

VIN	Warranty Start Date	Warranty Start Odometer	Customer Name	Policy No	Dnet Price	Late Fee	Registration Fee	Total Dealer Price
1HTKTSWK6PH077703		0		BTB20B	\$4,300.00	\$0.00	\$100.00	\$4,400.00

Final Total : \$4,400.00

This proposal provides a general description of (extended) Optional Service Contracts. Always refer to the contract for coverage details. Optional extended service contracts are not valid for vehicles registered and/or operated outside of the U.S.A. and Canada. All prices listed in US dollars. All Canadian dealers subject to currency exchange rates.

Note: All Coverages Are Limited
 Pricing Subject To Change Without Notice



Thanks for purchasing!

ENGINE & CHASSIS COVERAGE

SERVICE CONTRACT FOR INTERNATIONAL® 6.6 POWERED UNITS ONLY

This **Engine & Chassis Coverage option(s)** provides coverage for 60 months or 100,000 miles / 160,000 kilometers traveled from new vehicle delivery date, whichever expiration occurs first; in addition to the applicable Navistar Limited Warranty for your vehicle.

During the period of this service contract, Navistar, Inc. ("Navistar") will repair or replace any of the covered components as defined below which prove defective in material and/or workmanship in normal use, with new or ReNEWed® parts. Exceptions are listed herein under *What is Not Covered*.

GROUP 01 - FRAME AND BUMPER

021 - BUMPER, FACIA	211 - BRACKET OR MOUNTING	391 - PINTLE/TOW HOOK/LOOP OR TRAILER HITCH
067 - CARRIER, TIRE	282 - HINGE	581 - BUMPER FRAME
71 - BUMPER	305 - SEAL, BUMPER TO HOOD	583 - BUMPER STOP CABLE
72 - DEFLECTOR, BUMPER AIR	307 - CROSSMEMBER	660 - RAIL, FRAME SIDE
079 - GUARD, BUMPER	309 - CROSSMEMBER, ENGINE	739 - REINFORCEMENT OR GUSSETS
123 - LATCH ASSEMBLY		

GROUP 02 - FRONT AXLE

016 - ARM, STEERING	353 - FITTING/ZERK	535 - KNUCKLE, STEERING
032 - I-BEAM, FRONT AXLE	377 - FLANGE & NUT, COMPANION	667 - KING PIN & BUSHING
069 - NUT, WHEEL BEARING ADJUSTING	383 - GASKET, CARRIER OR COVER	750 - TIE ROD & END
107 - BREATHER	497 - HOUSING & GASKET	761 - STOP, WHEEL
182 - PLUG (FILL/DRAIN)	511 - HUB, LOCKING	770 - SEAL, PINION OIL
202 - BEARING, WHEEL HUB	532 - JOINT, UNIVERSAL (AXLE SHAFT ONLY)	799 - SEAL, KING PIN
264 - HUB CAP		812 - SHAFT/BEARING, AXLE
304 - GEARS, INTERNAL		836 - SPINDLE

GROUP 03 - SUSPENSION

062 - EQUALIZER / ROCKER ARM AND BUSHING	203 - AIR BAG ASSEMBLY	438 - SUSPENSION, ECM
066 - TORQUE ARM & BUSHING ASSEMBLY	264 - CONTROL (AIR SUSPENSION ONLY)	468 - LEAF ASSEMBLY, SPRING
070 - TRAILING ARM & BUSHING ASSEMBLY	337 - SHOCK ABSORBERS	523 - U-BOLT & MOUNTING
074 - WALKING BEAM & BUSHING ASSEMBLY	341 - BRACKET, SHOCK ABSORBER MOUNTING	584 - BRACKET ASSEMBLY, SPRING
131 - BISCUIT, RUBBER (SHEAR OR COMPRESSION)	352 - HOSE, PIPE	646 - SHACKLES, PINS & BUSHING
189 - CLAMP	353 - FITTING	711 - CROSSMEMBER, REAR SUSPENSION
	406 - BOLT, CENTER	769 - SWAY BAR ASSEMBLY
	437 - SUSPENSION AIR CONTROL MANIFOLD ASSEMBLY	804 - STOP, AXLE

GROUP 04 - BRAKES

03 - TANK, AIR OR VACUUM	10 - HYDAULIC POWER BRAKE (HPB) UNIT	HYDRAULIC RELEASE (SAHR)
005 - KNOB	012 - SOLENOID VALVES	036 - ADJUSTER ASSEMBLY, AUTOMATIC
007 - PUMPS	013 - ADJUSTER, SLACK	105 - BRACKET, BRAKE CHAMBER
09 - ACCUMULATORS	020 - CYLINDER, SELF ACTUATING	

202 - AIR COMPRESSOR, AIR
BRAKES
207 - AIR COMPRESSOR,
HYDRAULIC BRAKES
209 - AIR COMPRESSOR,
HYDRAULIC BRAKES
(ELECTRIC)
231 - CHAMBER
232 - DIAPHRAM, CHAMBER
255 - CYLINDER, MASTER
319 - DRUM / ROTOR
352 - HOSE / PIPE
353 - FITTING
380 - CIRCUIT BREAKER
389 - GLADHANDS
390 - RESERVOIR
392 - SWITCH, FLUID LEVEL
397 - GOVERNOR AND
MOUNTING, AIR
428 - LEVER/PEDAL,
PARKING BRAKE
429 - CABLE/LINKAGE,
PARKING BRAKE
461 - LINKAGE / CAM /
CAMSHAFT, WHEEL
BRAKE ACTUATING
462 - LINKAGE / PEDAL /
SPRING, BRAKE
ACTUATING
511 - POWER ASSIST UNIT

GROUP 05 - STEERING

018 - ARM, PITMAN
069 - LINK, DRAG
164 - COLUMN ASSEMBLY
& MOUNTING,
STEERING
167 - WHEEL MECHANISM,
TILT STEERING
206 - COUPLINGS/U-JOINT,
STEERING SHAFT
252 - WHEEL, STEERING
311 - GEAR ASSEMBLY,
STEERING

GROUP 06 - PROP SHAFT

101 - BEARING
165 - MOUNTING, BEARING
353 - FITTING (ZERK)

GROUP 07 - EXHAUST

23 - BRAKE SHUT-OFF
VALVE, DIA LOGIC

617 - BACKING
PLATE/ANCHOR/DUST
SHIELD
630 - SPIDER, BRAKE
634 - PUMP, BACK-UP (LESS
MOTOR)
636 - MOTOR, BACK-UP
642 - DRYER SYSTEM
643 - END COVER /
UNLOADER VALVE,
AIR DRYER
662 - SPRING, BRAKE SHOE
RETURN
747 - SPRING APPLIED AIR
RELEASE (SAAR)
CANISTER
751 - SENSOR, STEERING
ANGLE
753 - SENSOR, STABILITY
CONTROL
801 - CONTROL UNIT,
ELECTRONIC (ECU)
811 - RELAY/MAGNETIC
SWITCH
812 - VALVE, MODULATOR
816 - SENDER, WHEEL
822 - RING, EXCITER
826 - CALIPER
842 - SWITCH, FLOW
845 - VALVE, WARNING

312 - SEALS, STEERING
GEAR
314 - GASKET, POWER
STEERING PUMP
MOUNTING
316 - WHEEL MECHANISM,
TELESCOPING
STEERING
352 - HOSE / PIPE
353 - FITTING
370 - BRACKET/MOUNTING,
STEERING GEAR

391 - JOINT, UNIVERSAL
475 - BOOT / CLAMP, SLIP
JOINT

24 - BRAKE (ENGINE)
PISTON ACTUATOR,
DIA LOGIC

846 - SWITCH, BACK-UP
MOTOR
847 - SWITCH, PRESSURE
DIFFERENTIAL
848 - MODULE, MONITOR
851 - VALVE, SPRING
BRAKE CONTROL
852 - BRAKE ASSEMBLY,
DRIVE LINE
909 - HARNESS, CAB
(WIRES, CONNECTORS
& TERMINALS)
913 - VALVE, FOOT
CONTROL OR PEDAL
920 - VALVE, HAND
CONTROL
923 - HARNESS, FRONT END
(WIRES, CONNECTORS,
AND TERMINALS)
932 - VALVE, FRONT
WHEEL LIMITING &
MOUNTING
940 - HARNESS, PDM
DISTRIBUTION
944 - VALVE, QUICK
RELEASE
955 - PULLY
987 - VALVE, TRACTOR
PROTECTION
989 - VALVE, RELAY
998 - VALVE, OTHER

555 - CYLINDER
ASSEMBLY &
VALVES
653 - COOLER ASSEMBLY,
OIL
701 - PUMP ASSEMBLY
704 - SEALS, PUMP
757 - RESERVOIR
ASSEMBLY
818 - VALVE, CONTROL
955 - PULLEY

478 - SHAFT
703 - YOKE/SPLINE
812 - LOOP, SAFETY

25 - BRAKE CONTROL
PRESSURE SENSOR
(BCP), DIA.

030 - ACTUATOR, EXHAUST BRAKE
035 - SERVO, EXHAUST BRAKE
107 - ASSEMBLY, BASIC
143 - BRACKET/SUPPORT, MOUNTING
182 - CLAMP
204 - CONTROL/MOUNTING, MECHANICAL
380 - CIRCUIT BREAKER
426 - GUARD / HEAT SHIELD
533 - TAIL PIPE, EXHAUST GAS COOLER

GROUP 08 - ELECTRICAL

005 - KNOB
018 - ALTERNATOR ASSEMBLY
038 - MULTIPLEX SIGNAL MODULE (MSM)
041 - TELEMATICS CONTROL MODULE (TCM)
049 - SWITCH, SOS
054 - ANTENNA, CELLULAR
058 - ANTENNA, GPS
059 - REGULATOR, VOLTAGE
063 - SOLENOID BASE, PNEUMATIC ACCESSORY
065 - SOLENOID UNIT, PNEUMATIC ACCESSORY
73 - AMPLIFIER, PYROMETER
74 - GAUGE, VOLTMETER
076 - GAUGE, FUEL LEVEL
088 - GAUGE, OIL PRESSURE (ELECTRICAL)
097 - GAUGE, COOLANT TEMPERATURE (ELECTRICAL)
099 - GAUGE, AMMETER
109 - GAUGE, ENGINE OIL TEMPERATURE
110 - GAUGE, PYROMETER
111 - GAUGE, REAR AXLE OIL TEMPERATURE
115 - GAUGE, OTHER
116 - GAUGE, SPEEDOMETER
117 - GAUGE, TACHOMETER (ELECTRICAL)

551 - PIPE, CROSSOVER
576 - PIPE & FLANGE, EXHAUST
615 - PIPE/STACK, TAIL
705 - SOLENOID, AIR
775 - CAP, STACK
811 - RELAY/MAGNETIC SWITCH
823 - MODULE, EXHAUST BRAKE
824 - PIPE, FLEX
825 - SWITCH, SELECTOR
827 - SWITCH, ON/OFF

118 - GAUGE, TRANSMISSION OIL TEMPERATURE
124 - SENDER, FUEL LEVEL
127 - TACHOGRAPH/TRIP RECORDER (ELECTRICALLY DRIVEN)
155 - SENDER, PYROMETER
156 - SENDER, REAR AXLE OIL TEMPERATURE
159 - SENDER, TRANSMISSION OIL TEMPERATURE
161 - SENDER, OTHER
179 - TRAY/COVER, BATTERY
202 - MOTOR, STARTER
217 - SOLENOID, STARTER MOTOR
221 - BEZEL/COVER PLATE
223 - CIRCUIT BOARD (INSTRUMENT HOUSING)
224 - SWITCH, SPEEDOMETER/TACHOMETER, DIP (REPROGRAMMING ONLY)
225 - PANEL, CIRCUIT BREAKER/RELAY/FUSE
226 - MOUNTING, CIRCUIT BREAKER/RELAY/FUSE PANEL
251 - HARNESS, COILED RIBBON (CLOCK SPRING)
254 - SWITCH, AIRBAG DISABLE, ROLLOVER PROTECTION

831 - INTERLOCK, ALLISON TRANSMISSION
834 - SWITCH, ACCELERATOR PEDAL
837 - SWITCH, CLUTCH
907 - ACTUATOR, SWITCH PACK
908 - SWITCH PACK (BASE)
909 - HARNESS, CAB (WIRES, CONNECTORS, AND TERMINALS)
940 - HARNESS, PDM DISTRIBUTION

266 - SWITCH, CLUTCH
268 - BEEPER, WARNING - OTHER
269 - MODULE, COOLANT PROBE
270 - PROBE, COOLANT LEVEL
284 - ANTENNA AND LEAD-IN
347 - MOUNTING
365 - SEALED BEAM LAMP
372 - MODULE, PYROMETER
373 - MODULE, AMMETER
374 - CIRCUIT HOUSING, SPEEDOMETER / TACHOMETER
375 - SENDER, AIR PRESSURE
380 - CIRCUIT BREAKER
388 - LAMP ASSEMBLY
401 - CLEAN POWER CABLE (BATTERY TO CAB)
404 - FLASHER
405 - BEEPER, HYDRAULIC BRAKE WARNING
407 - ALARM, HIGH WATER TEMPERATURE / LOW OIL PRESSURE
408 - BEEPER, LOW AIR PRESSURE
418 - REGULATOR & MOTOR ASSEMBLY
424 - HOURMETER
430 - ODOMETER
487 - HORN ASSEMBLY
488 - AIRBAG, HORN PAD - STEERING WHEEL

499 - CONTACT RING/BUTTON, HORN	608 - CLOCK	821 - SWITCH, PUSH BUTTON STARTER
506 - DC TO AC INVERTER	609 - SWITCH, CRUISE ON/OFF	825 - SWITCH, OTHER
508 - MONITOR, DRIVER DISPLAY UNIT	613 - POWER SOCKET, 12 VOLTS	828 - SWITCH, DIMMER
509 - AC TO DC INVERTER	618 - SWITCH, CRUISE SET/RESET	835 - SWITCH, BACK-UP LIGHT
510 - SENSOR RADAR, SIDE/FRONT	620 - SWITCH, ENGINE BRAKE ON/OFF	840 - SWITCH, NEUTRAL START
511 - CAMERA, FORWARD LOOKING	621 - SWITCH, HEADLIGHT INTERUPT	845 - MODULE (RPM)
512 - DISPLAY, SIDE SENSOR	623 - SWITCH, MARKER INTERRUPT	848 - MODULE, MONITOR
514 - SENSOR, TURN ASSEMBLY	624 - SWITCH, RADIO	850 - SWITCH, LOW OIL PRESSURE
515 - DC/DC CONVERTER	628 - SWITCH, TRANSMISSION MODE	853 - MODULE, REMOTE ENGINE SPEED CONTROL
516 - MAGNET, TURN SENSOR ASSEMBLY	629 - SWITCH, TRANSMISSION SHIFT	854 - CONTROLLER, ESC
518 - HARNESS, SIDE SENSOR	637 - ALARM, BACK-UP	855 - MODULE, LIGHTING CONTROL (LCM)
519 - HIGH VOLTAGE CABLES	693 - MOTOR	856 - MODULE, SERIAL DATA GATEWAY
529 - HIGH VOLTAGE BATTERY PACK (PEC)	705 - SOLENOID, AIR	859 - SWITCH, INTERIOR LIGHT - DOOR JAM MOUNTED
547 - SWITCH, HIGH VOLTAGE DISCONNECT	715 - STUD, JUMP START	860 - SWITCH, INTERIOR LIGHT - LAMP MOUNTED
585 - AUTOMATIC HEADLIGHT SENSOR	718 - SOLENOID	861 - SWITCH, INTERIOR LIGHT - PANEL MOUNTED
586 - ANTENNA, TIRE PRESSURE MONITOR	743 - CLEAN POWER CABLE (BATTERY TO ENGINE CONNECTION POINT)	863 - SWITCH, STOPLIGHT (AIR)
587 - BRAKE STROKE CHAMBER WITH SENSOR	745 - SWITCH, DAYTIME RUNNING LIGHT (DRL)	864 - SWITCH, STOPLIGHT - HYDRAULIC
588 - DISPLAY, VEHICLE INFORMATION	758 - CENTRAL PROCESSING UNIT (CPU)	865 - SWITCH, HIGH WATER TEMPERATURE
589 - FUEL FILTER RESTRICTION GLOBE WITH SENSOR	780 - SWITCH POD, DOOR - DRIVER	870 - SWITCH, LOW AIR PRESSURE
595 - MODULE / CONTROLLER, TIRE PRESSURE MONITOR	781 - SWITCH POD, DOOR - PASSENGER	871 - SWITCH, LOW COOLANT LEVEL
596 - MODULE, VEHICLE SENSOR	782 - SWITCH POD, DOOR - OTHER	872 - SWITCH, PARKING BRAKE
597 - MODULE, ASM - AIRBAG SENSOR & DIAGNOSTICS	783 - COMPASS, ELECTRONIC	874 - SWITCH, POWER DIVIDER ENGAGED
598 - BATTERIES, JUMPER CABLE	784 - THERMOMETER, ELECTRONIC	878 - SWITCH, FRONT AXLE ENGAGED
599 - SENSOR, BRAKE PAD WEAR	785 - ACTUATOR, DOOR LOCKS	879 - SWITCH, OTHER
600 - SENSOR, AIRBAG - IMPACT FRONT, SIDE & REAR	786 - KEY FOB, KEYLESS ENTRY	884 - SWITCH, HEADLIGHT
601 - WHEEL MODULE, TIRE PRESSURE MONITOR	787 - HARNESS, DOOR	885 - SWITCH, MARKER/INTERRUPT
607 - SWITCH, AIR HORN	797 - CLEAN POWER CABLE (BATTERY TO TRANSMISSION)	886 - SWITCH, TURN SIGNAL
	801 - MODULE, ELECTRONIC CONTROLLER	887 - PROGRAMMING
	811 - RELAY/MAGNETIC SWITCH	907 - ACTUATOR, SWITCH PACK
	815 - SWITCH, KEY/IGNITION	908 - SWITCH PACK (BASE)

909 - HARNESS, CAB (WIRES
CONNECTORS &
TERMINALS)
921 - HARNESS, OTHER
(WIRES, CONNECTORS
AND

923 - HARNESS, FRONT END
(WIRES, CONNECTORS
AND TERMINALS)
940 - HARNESS, PDM
DISTRIBUTION
942 - SOCKET, 7-WAY
955 - PULLEY

995 - CABLE & CLAMPS,
BATTERY (BATTERY
TO STARTER)
996 - MONITOR, BATTERY
RUN DOWN
PROTECTION

GROUP 09 - COOLING

12 - SOLENOID VALVES
022 - CORE
26 - SHUTTER ASSEMBLY
040 - CAP, SURGE TANK
047 - HOSE/PIPE, RADIATOR
064 - TANK & NECK,
RADIATOR
081 - SEAL, SHROUD
083 - CLAMP, SHROUD
85 - SHROUD MOUNTING
BRACKET
091 - SHROUD, ENGINE
MOUNTED
108 - CYLINDER
ASSEMBLY,
ACTUATING
123 - MOUNTING,
RADIATOR
136 - MOTOR
142 - ROD ASSEMBLY,
CONTROL
146 - PLUG, DRAIN

176 - SHROUD
179 - SEALS, RADIATOR
RECIRCULATION
189 - CLAMP, HOSE
197 - SHUTTERSTAT
210 - GLASS, SIGHT
211 - TANK & MOUNTING,
SURGE
222 - SOLENOID
228 - HOSE, DEAERATION
240 - MOTOR / PUMP
352 - HOSE/PIPE
353 - FITTING
380 - CIRCUIT BREAKER
427 - BOTTLE AND HOSE,
COOLANT RECOVERY
504 - FAN MODULE
616 - COOLER, IN TANK OIL
701 - PUMP ASSEMBLY
740 - BLADE ASSEMBLY,
FAN

755 - ELECTRONIC FAN
CONTROLLER
756 - HYDRAULIC FLUID
RESERVOIR
767 - OIL COOLER (OIL-TO-
AIR)
811 - RELAY/MAGNETIC
SWITCH
852 - PIPE, CHARGE AIR
COOLER
853 - CLAMP, CHARGE AIR
COOLER
865 - SWITCH,
TEMPERATURE
909 - HARNESS, CAB
(WIRES, CONNECTORS,
AND TERMINALS)
925 - CHARGE AIR COOLER,
CHASSIS MOUNTED
940 - HARNESS, PDM
DISTRIBUTION

GROUP 10 - INSTRUMENTS

053 - HEAD ASSEMBLY

126 - SIGNAL, LOW
PRESSURE (WIG-WAG)

352 - HOSE / PIPE
353 - FITTING

GROUP 11 - CLUTCH

059 - BEARING & SLEEVE
ASSEMBLY, RELEASE
060 - SPRING, PEDAL
RETURN
101 - CYLINDER, MASTER
133 - CYLINDER, SLAVE
237 - CABLE, CLUTCH
CONTROL

292 - FORK AND CROSS
SHAFT, CLUTCH
RELEASE
349 - LEVER ASSEMBLY,
RELAY
352 - HOSE / PIPE
353 - FITTING
403 - EXTERNAL LINKAGE

440 - SELF-ADJUSTING
MECHANISM
462 - PEDAL
639 - INTERMEDIATE PLATE
862 - PLATE ASSEMBLY,
PRESSURE

GROUP 12 - ENGINE

04 - ELECTRICAL INTAKE
AIR PRE-HEAT
ELEMENT
028 - CAP & BOLT, MAIN
BEARING
037 - BOLT, ROD
039 - BEDPLATE / MAIN CAP
LADDER

51 - CRANKCASE
52 - PIPING/CONNECTIONS,
CRANKCASE VENT
75 - CRANKSHAFT
089 - FLYWHEEL/RING
GEAR
106 - ENGINE CONTROLS,
COMPRESSED AIR

DISTRIBUTION
MANIFOLD, PIPES,
CONNECTIONS
108 - HOUSING, FLYWHEEL
119 - INTERSTAGE CHARGE
AIR COOLER - AIR
MANIFOLDS, PIPES,
CONNECTIONS

134 - DUCT, TURBO AIR INLET	184 - SENSOR, CHARGE AIR COOLER OUTLET TEMPERATURE (CACOT)	277 - CONTROL MODULE, WASTEGATE
135 - TWIN TURBOCHARGER ASSEMBLY, HI PRESSURE TURBO & SINGLE TURBO	185 - EGR MIXER MANIFOLD OR GASKET	289 - TURBO ACTUATION CONTROL MODULE (SRA)
137 - PISTON, PIN, LOCK, BUSHING	186 - EGR COOLER-COOLANT MANIFOLDS/PIPES/CO NNECTIONS	308 - ARM & BUSHING, ROCKER
146 - RING, PISTON	187 - SENSOR, HIGH PRESSURE COMPRESSOR INLET TEMPERATURE (HPCIT)	313 - CARRIER ASSEMBLY, ROCKER ARM
153 - PLUG, EXPANSION	188 - EGR DRIVE MODULE	314 - SHAFT, ROCKER ARM
154 - SENDER, ENGINE OIL TEMPERATURE (EOT)	189 - CLAMP	321 - BOLTS, ROCKER ARM
155 - SENSOR, ENGINE OIL LEVEL(EOL)	190 - VALVE BRIDGE AND ACTUATOR FOOT	335 - GASKET, CYLINDER HEAD
156 - SENSOR, ENGING COOLANT PRESSURE (ECP)	192 - SLEEVE, CYLINDER	342 - HEAD/BOLT, CYLINDER
158 - SENSOR, HUMIDITY/INLET AIR TEMPERATURE (IAT)	194 - SENDER, MANIFOLD ABSOLUTE TEMPERATURE (MAT)	349 - TUBE, CYLINDER HEAD INJECTION
160 - SENDER, AMBIENT TEMPERATURE	195 - SENDER, ENGINE FUEL PRESSURE (EFP)	352 - HOSE / PIPE
161 - ROD/CAP, CONNECTING	196 - SENDER, WATER IN FUEL (WIF)	353 - FITTING
162 - SENDER, EXHAUST BACK PRESSURE (EBP)	199 - INJECTOR DRIVE MODULE (IDM)	356 - MANIFOLD ASSEMBLY, EXHAUST
163 - SENDER, ENGINE OIL PRESSURE (EOP)	205 - BEARING, CAMSHAFT	357 - CAMSHAFT
166 - SENDER, ENGINE COOLANT TEMPERATURE (ECT)	209 - INTAKE AIR HEATER, RELAYS	358 - GASKET, EXHAUST MANIFOLD
168 - SENSOR, ICP/FRP (PSI SENSOR FOR OIL OR FUEL)	213 - BEARING, MAIN	359 - SEAL RING, EXHAUST MANIFOLD
169 - SENDER, CAMSHAFT POSITION (CMP)	215 - FILTER / OIL SEPERATOR, CRANKCASE VENT	371 - TIMING GEARS OR CHAIN & INJECTION PUMP DRIVE GEARS
170 - SENDER, CRANKSHAFT POSITION (CKP)	219 - ONE-WAY CHECK VALVE AND DRAIN TUBE	380 - CIRCUIT BREAKER
171 - SENDER, MANIFOLD ABSOLUTE PRESSURE (MAP)	222 - SOLENOID	404 - LIFTER, VALVE
174 - SEAL, FRONT	227 - GLOW PLUG SLEEVE	414 - VALVE, OIL PRESSURE REGULATING
175 - SENDER, BAROMETRIC PRESSURE (BAP)	230 - BEARING, THRUST	416 - RODS, PUSH
180 - SENSOR, TURBOCHARGER COMPRESSOR OUTLET TEMPERATURE (TCOT)	235 - DIESEL PARTICULATE FILTER (DPF)	425 - CUP, EXHAUST VALVE
181 - SENSOR, CHARGE AIR COOLER INLET TEMPERATURE	236 - COVER, ROCKER ARM GASKET	427 - JETS, PISTON OIL COOLING
183 - SEAL, REAR	241 - BEARING, ROD	431 - GUIDE & SEAL, VALVE
	242 - COVER GASKET, TIMING	447 - GLOW PLUG
	247 - GASKET, OIL PAN	448 - GLOW PLUG BUS BAR
	253 - GASKET, COOLANT FILTER BASE	449 - MODULE, GLOW PLUG
	257 - BEARING, FLYWHEEL PILOT	452 - HIGH PRESSURE RAIL ASSEMBLY
		453 - OIL/FUEL LINE HIGH PRESSURE INJECTION
		454 - PUMP, OIL/FUEL (HI PRESSURE INJECTION SYSTEM)
		455 - RESERVOIR, OIL (HIGH PRESSURE INJECTION SYSTEM)
		505 - TWIN TURBOCHARGER ASSEMBLY, LOW PRESSURE TURBO

- | | | |
|---|---|--|
| 513 - VALVE SPRING,
DAMPER, LOCK
RETAINER & ROTOR | 603 - PLUG, OIL DRAIN | 722 - LINES & SEALS, OIL |
| 530 - VALVE/SEAT,
EXHAUST | 637 - SHIELD, HEAT | 723 - SENDER, ENGINE FUEL
TEMPERATURE (EFT) |
| 537 - MODULE,
AFTERTREATMENT
FUEL CONTROL | 645 - FUEL COOLER | 725 - EGR GAS CHECK
VALVE ASSEMBLY |
| 538 - VALVE/SEAT, INTAKE | 647 - SENSOR, OXYGEN
(EGO) | 727 - EGR COOLER -
CHARGE AIR
MANIFOLDS, PIPES,
CONNECTIONS |
| 543 - AFTERTREATMENT
OUTLET HOUSING | 656 - SOOT CENTRIFUGE
(INCLUDING
MOUNTING & HOSES) | 731 - EGR VALVE
ACTUATOR |
| 544 - MANIFOLD/GASKETS,
INTAKE | 657 - SENSOR, CRANKCASE
OIL SEPARATOR
SPEED (CCOS) | 737 - BRANCH TUBE |
| 549 - BRACKET, SENSOR
HARNESS SUPPORT | 658 - FILTER / BASE /
GASKET / MOUNTING
BRACKET, OIL | 738 - PIPE & CAP
ASSEMBLY, OIL
FILLER |
| 553 - CLAMP, V-BAND | 659 - ENGINE BALANCE
SHAFT | 740 - BLADE ASSEMBLY,
FAN |
| 556 - COVER & GASKET,
LIFTER | 663 - COLD START
COMBUSTION
ELEMENT ASSEMBLY | 742 - FAN, SHAFT &
MOUNTING (USE FOR
ALL GEAR DRIVEN
FAN HUB
ASSEMBLIES) |
| 557 - ENGINE COLD
WEATHER COVER | 665 - COLD START
CONTROL
SWITCH/MODULE | 744 - FAN DRIVE, VISCOUS |
| 559 - DOSER /
REGENERATION FUEL
INJECTOR | 669 - COLD START FUEL
SOLENOID | 746 - FAN DRIVE, ON/OFF |
| 561 - GASKET, DPF/DOC | 681 - GLOW PLUG RELAY | 748 - CONTROL, FAN
CLUTCH |
| 562 - O-RING, INJECTOR
UNIT | 683 - VALVE, HIGH PSI FUEL
RELIEF (EFA2) | 750 - PULLEY, FAN |
| 563 - INJECTOR UNIT
(ELECTRICAL) | 685 - INTERSTAGE CHARGE
AIR COOLER-
COOLANT
MANIFOLDS, PIPES,
CONNECTIONS | 754 - IN-PIPE DOC
(UPSTREAM IN PIPE
DOC TREATMENT) |
| 564 - COVER, ROCKER ARM | 686 - COOLER, OIL | 759 - HOSE, WATER |
| 565 - HARNESS,
AFTERTREATMENT
WIRING | 687 - HARNESS, ENGINE
SENSORS (FROM ECM
TO ALL SENSORS) | 761 - PIPE & SEAL, WATER |
| 570 - INTERSTAGE
COOLER/LPCAC | 689 - HARNESS, INTAKE
HEATER/GLOW PLUG | 768 - SENSOR, EXHAUST
LAMBDA |
| 571 - MOTOR,
INTERCOOLER WATER
CONTROL VALVE | 691 - HARNESS, UNDER
VALVE COVER | 771 - 4-WAY COOLANT
MANIFOLD |
| 572 - PIPE, IN BETWEEN DPF
AND DOC | 695 - DIPSTICK ASSEMBLY | 772 - HARNESS, INJECTOR
(EXTERNAL) |
| 573 - COVER, TIMING | 712 - COUPLER, INTAKE
THROTTLE VALVE
(ITV) | 774 - PUMP & GASKET
ASSEMBLY, WATER |
| 574 - SENSOR,
AFTERTREATMENT
TEMPERATURE | 713 - PUMP/DRIVE
MECHANISM/PICKUP
ASSEMBLY, OIL | 776 - HEATER BREATHER
ELEMENT AND
HARNESS |
| 575 - SENSOR, DPF
DIFFERENTIAL
PRESSURE | 714 - INTAKE THROTTLE
MODULE | 785 - THERMOSTAT &
GASKET |
| 577 - TUBE, DPF
DIFFERENTIAL
PRESSURE SENSOR | 715 - VALVE, THERMAL
MANAGEMENT | 788 - HOUSING,
THERMOSTAT |
| 580 - VALVE, INTERCOOLER
WATER CONTROL | 716 - REPROGRAM ENGINE-
CALIBRATION | 790 - COOLANT FILTER
BASE (ENGINE
MOUNTED) |
| 582 - PLATE & GASKET,
CAMSHAFT COVER | 720 - FUEL RETURN LINES,
ENGINE MOUNTED
(STEEL) | 791 - ENGINE MECHANICAL
OR ELECTRIC FUEL
LIFT PUMP |
| 591 - PAN, OIL | | 792 - INJECTOR FUEL LINES
(HIGH PSI) |
| 592 - OIL PAN ASSEMBLY,
UPPER | | |

793 - VALVE, COOLANT CONTROL	858 - CONVERTER, CATALYTIC (DIESEL OXIDATION) (DOC)	926 - CAM, FUEL PUMP DRIVE
794 - VALVE, EXHAUST REGULATOR (INCLUDES PNEUMATIC ACTUATOR & HOSE CONNECTIONS)	865 - SWITCH, TEMPERATURE	930 - COUPLING, ACCESSORY DRIVE
798 - REGULATOR, EXHAUST PRESSURE	869 - LINES, TURBO OIL	931 - SENSOR, BRAKE CONTROL PRESSURE (USE FOR UNDER VALVE COVER)
800 - REGULATOR, INJECTION PRESSURE (IPR)	875 - GASKET, TURBO MOUNTING	933 - GASKET, AIR COMPRESSOR BASE
801 - MODULE, ELECTRONIC CONTROL (ECM)	892 - COOLER, EGR	938 - GEAR, POWER STEERING PUMP DRIVER
802 - SART (STAND ALONE REAL TIME) MODULE	893 - VALVE, EGR	946 - TENSIONER, BELT
806 - DRIVE UNIT, ELECTRONIC (EDU)	895 - VALVE, TEMPERATURE SENSING	953 - BOOST CONTROL DUMP GATE / ACTUATOR / HOSE
807 - MODULE, VEHICLE PERSONALITY (VPM)	896 - VALVE, OVERFLOW (KUEV)	954 - VALVE, BOOST CONTROL SOLENOID
808 - RELAY, ELECTRONIC CONTROL MODULE	898 - VALVE, FUEL PRESSURE CONTROL (FPCV/EFA1)	955 - PULLEY / IDLER / BEARING
809 - RELAY, ELECTRONIC DRIVE UNIT (EDU)	900 - VALVE, FUEL REGULATOR - LOW PSI	956 - SENSOR, TC1TOP (TURBOCHARGER 1 TURBINE OUTLET PRESSURE)
811 - RELAY/MAGNETIC SWITCH	902 - PLUG, OTHER	957 - VALVE, BRAKE PSI RELIEF (COMPR BRAKE)
813 - MODULE, EXHAUST REGULATOR VALVE CONTROL	903 - PIPING, TURBO-MATED, ENGINE MOUNTED (V ENGINES ONLY)	967 - SENSOR, EXHAUST GAS TEMPERATURE (EXHAUST MANIFOLD/ENGINE MOUNTED)
814 - PEDAL ASSEMBLY, ACCELERATOR	905 - BRACKET, AIR COMPRESSOR MOUNTING	979 - VIBRATION DAMPENER/CRANK PULLEY
828 - FRONT MOUNT/BOLT	911 - BRACKET, ALTERNATOR MOUNTING	993 - SENSOR, MASS AIR FLOW
836 - REAR MOUNT/BOLT	914 - BRACKET, REFRIGERANT COMPRESSOR MOUNTING	995 - PIN, DOWEL
856 - EGR COOLER, - EXHAUST MANIFOLDS, PIPES, CONNECTIONS	919 - BRACKET, POWER STEERING PUMP MOUNTING	

GROUP 13 – TRANSMISSION

This service contract includes extended warranty coverage for your vehicle's transmission that is administered by Allison Transmission, Inc. ("Allison Transmission") under the Allison Transmission Extended Transmission Coverage. All claims for transmission coverage under this service contract are to be filed directly with Allison Transmission. For coverage information, including the terms and conditions of the Allison Transmission Extended Transmission Coverage and any applicable exceptions and limitations that may apply, visit allisontransmission.com. You may request a copy of the terms and conditions of the Allison Transmission Extended Warranty Coverage from your International® truck dealer as well.

05 - KNOB	146 - PLUG (FILL & DRAIN)	173 - SENSOR, VEHICLE SPEED (VSS)
107 - BREATHER	153 - PLUG, EXPANSION	174 - SENSOR, OUTPUT SHAFT
114 - CASE	172 - SEAL, FRONT	
138 - BLOCK, RESISTOR		

177 - SENSOR, FLUID
PRESSURE KIT
183 - SEAL, REAR
191 - RETAINER, BEARING
205 - BEARING
260 - RING, LOCK
274 - WASHER, THURST
313 - DETENT POPPET BALL
& SPRING
328 - COVER AND GASKET
352 - HOSE/PIPE
353 - FITTING
379 - SHIFT RAIL & FORK
380 - CIRCUIT BREAKER
384 - FUSE
400 - GEARS, MAINSHAFT
402 - GEARS,
COUNTERSHAFT
492 - SYNCHRONIZER
521 - COUNTERSHAFT
573 - MAINSHAFT
616 - COOLER, OIL (OIL-TO-
AIR)

GROUP 14 - REAR AXLE

13 - ADJUSTER, SLACK
016 - ARM, STEERING
031 - DISC WHEEL
68 - SPRING, LIFT
69 - NUT, WHEEL BEARING
ADJUSTING
107 - BREATHER
108 - RIM
135 - FLANGE/YOKE,
COMPANION
147 - CARRIER
170 - HOUSING, AXLE
182 - PLUG (FILL OR DRAIN)
184 - NUT
202 - BEARINGS, WHEEL
HUB
203 - AIR BAG ASSEMBLY
216 - STUD
231 - CHAMBER
261 - CARRIER GASKET
264 - HUB CAP
265 - CONTROL (AIR
SUSPENSION
CONTROL)
274 - WASHER, THRUST
319 - DRUM/ROTOR
323 - HANGER AND
CROSSMEMBER
ASSEMBLY
352 - HOSE/PIPE
353 - FITTING

657 - FILTER & GASKET, OIL
676 - FITTINGS, OIL COOLER
LINE
677 - LINE, OIL COOLER
695 - DIP STICK ASSEMBLY
769 - LEVER, SHIFT
785 - LINKAGE/CABLE,
REMOTE SHIFT
CONTROL
796 - VALVE, SLAVE (AIR
SHIFT)
802 - MODULE,
METCHATRONIC
TRANSMISSION (MTM)
807 - MODULE, VEHICLE
PERSONALITY (VPM)
811 - RELAY/MAGNETIC
SWITCH
825 - SWITCH, ON/OFF
826 - SWITCH, TRANSFER
CASE CONTROL
839 - SWITCH, BRAKE
866 - MOUNTING

357 - BEARINGS, INTERNAL
(AXLE CARRIER)
376 - GEARS, BUSHINGS &
CROSS, DIFFERENTIAL
380 - CIRCUIT BREAKER
395 - DIFFENTIAL, LIMITED
SLIP
424 - BOLT, RING GEAR
441 - WHEELEND
GEARBOXES
445 - TUBE
448 - GEARS, HELICAL
472 - GEARS, PLANETARY
496 - GEARS, RING&PINION
523 - U-BOLT AND
MOUNTING
527 - VALVE STEM
576 - SHAFT, AXLE
578 - GASKET, AXLE
FLANGE
590 - SHAFT, HELICAL
DRIVE GEAR
606 - CLUTCH, SLIDING
619 - CONTROL, AIR SHIFT
630 - CYLINDER, AIR SHIFT
642 - DIAPHRAM
654 - FORK, SHIFT
679 - MOTOR, AIR SHIFT
702 - SEALS/BOOTS
(GROMMET)
705 - SOLENOID, AIR

875 - GASKET
909 - HARNESS, CAB
(WIRES, CONNECTORS
& TERMINALS)
921 - HARNESS, OTHER
(WIRES, CONNECTORS
& TERMINALS)
940 - HARNESS, PDM
DISTRIBUTION
961 - MECHANICAL SHIFT
CONTROLS
962 - ELECTRONIC SHIFT
CONTROLS
963 - ACTUATOR, MOTOR
CONTROL
964 - MODULE, CONTROL
TRANSFER CASE
971 - RETARDER &
CONTROLS

707 - BEARING/RETAINER,
POWER DIVIDER
713 - PUMP, OIL
717 - FILTER & MOUNTING,
OIL
719 - CASE, POWER
DIVIDER
DIFFERENTIAL
730 - GEARS/BUSHING &
CROSS, POWER
DIVIDER
DIFFERENTIAL
742 - HOUSING/GASKET,
POWER DIVIDER
750 - TIE ROD AND END
766 - SHAFT & SEALS,
POWER DIVIDER
770 - SEAL, PINION OIL
799 - SEAL, KING PIN
811 - RELAY/MAGNETIC
SWITCH
825 - SWITCH, POWER LOCK
OUT
843 - TUBE, AXLE
909 - HARNESS, CAB
968 - STABILIZER
969 - KNUCKLE,
STEERABLE
970 - KING PIN, KNUCKLE

GROUP 15 - FUEL SYSTEM

11 - CAP/SCOOP, AIR INLET
14 - BOX/WATER
SEPARATOR, AIR
INLET
019 - HOSE, AIR INLET
026 - PIPE, AIR INLET
029 - CONTROL SYSTEM,
AIR INLET
TEMPERATURE
048 - PUMP ASSEMBLY
137 - BODY (GASKET)
140 - MOTOR, AIR CLEANER
SNOW VALVE
141 - SWITCH, AIR
CLEANER SNOW
VALVE
142 - PRE-HEATER
ELEMENT
143 - VALVE, DRAIN
144 - VALVE, CHECK
145 - CAP, VENT
146 - PUMP, PRIMER
147 - COLLAR
148 - BODY
170 - FITTINGS
177 - FILLER NECK/CAP &
GASKET

181 - HEATER/WATER
SEPARATOR, FUEL
182 - GASKET/O-RING
189 - CLAMP
193 - VALVE, DRAIN
196 - SENSOR, WATER IN
FUEL
216 - BRACKET, STACK
MOUNTING
240 - MOTOR/PUMP
263 - AIR INTAKE GRILLE
321 - SWIRL DESTROYER &
CONTROL
352 - HOSE/PIPE
353 - FITTINGS
380 - CIRCUIT BREAKER
414 - VALVE, PRESSURE
REGULATING
432 - SKIRT, CHASSIS
439 - BODY, MAIN (HFCM)
500 - BRACKET & BOLTS,
MOUNTING
619 - SOLENOID, FUEL
SHUTOFF
637 - TANK BODY
787 - TUBE, FUEL OUTLET
817 - DRAIN KNOB, REMOTE
825 - SWITCH

857 - INDICATOR, AIR
RESTRICTION
875 - GASKET, MOUNTING
888 - VALVE, FUEL
COMPENSATING
(ANEROID VALVE)
890 - TRANSFER PUMP,
ELECTRIC (TANK TO
TANK)
892 - VALVE/CONTROL,
FUEL TANK
909 - HARNESS, CAB
(WIRES, CONNECTORS
& TERMINALS)
921 - HARNESS, OTHER
(WIRES, CONNECTORS
& TERMINALS)
922 - PUMP, PRIMER
927 - FUEL TRANSFER PUMP
(ELECTRIC OR
MECHANICAL)
928 - FUEL REGULATOR
VALVE
965 - LEVER ASSEMBLY,
EXTERNAL
976 - VENT, AIR
988 - GUARD, CRASH

GROUP 16 - CAB

06 - STOP, HOOD
018 - BEZEL, HEAD OR TAIL
LAMP
027 - STEP, CAB
53 - CABLE, HOOD
071 - CHANNEL, GLASS RUN
078 - REMOTE
CONTROL/CABLE,
DOOR
86 - CROSSMEMBER, CAB
MOUNTING
095 - WIPER FACIA
102 - CAB TILT LOCK
MECHANISM
103 - CAB TILT HINGE
MECHANISM
121 - SUSPENSION, SLEEPER
BUNK
122 - CYLINDER, LIFT
123 - LATCH ASSEMBLY
129 - CABINETS
130 - DOOR
131 - WINDOW, SLEEPER
135 - CYLINDER, LIFT

139 - DOOR ASSEMBLY,
RADIATOR ACCESS
146 - SHADE, SUN
201 - DOOR GLASS, FRAME
& SEAL
229 - SIDE WINDOW GLASS
& SEAL
238 - WINDSHIELD GLASS
AND SEAL
264 - HANDLE, GRAB
265 - HANDLE, HOOD
273 - HEADLINER
282 - HINGE
291 - HINGE, HOOD/ENGINE
ACCESS DOOR HATCH
295 - HOOD GUIDES
300 - BUNK OCCUPANT
RESTRAINT
STRAP/TENT
301 - COWL TRAY
305 - SEAL
309 - HOOD
329 - INSULATION
330 - SHIELD, SOUND

336 - INSULATION, ENGINE
COMPARTMENT
345 - LATCH & EXTERIOR
HANDLE
348 - BRACE,
REINFORCEMENT (BUS
CHASSIS)
352 - HOSE / PIPE
353 - FITTING
362 - LATCH, HOOD
368 - LATCH, DOGHOUSE
PANEL/ENGINE
380 - CIRCUIT BREAKER
388 - LIGHT, MIRROR
397 - LOCK, KEY
398 - MAP POCKET,
PASSENGER DOOR
409 - AIR INTAKE
BAFFLE/WATER
SEPARATION BAFFLE
421 - MIRROR, SPOT
423 - MIRROR, EXTERIOR
(BASIC)
433 - MIRROR, INTERIOR

459 - MOUNTING, FRONT CAB
463 - MOUNTING, INTERMEDIATE BODY
468 - MOUNTING
555 - DOGHOUSE PANEL/ENGINE COVER
568 - PANEL, HALO
569 - PANEL, ENGINE SURROUND
584 - PANEL, INSTRUMENT
593 - PANEL, ROCKER
611 - PANEL, SPLASH
625 - RIVET/FASTENER
626 - SEALANT
627 - WELD
666 - REGULATOR & HANDLE, WINDOW
675 - ARM REST
702 - SEALS & BOOTS
711 - SILL
718 - DEFLECTOR MOUNTING, AIR
721 - SPRING/SHOCK ABSORBER & MOUNTING, CAB
739 - STOP ASSEMBLY, DOOR
748 - SUB-FRAME

GROUP 17 - WHEELS

031 - DISC WHEEL
057 - CLAMP, RIM
87 - HUB (DISC WHEEL)
093 - SPACER, RIM
108 - RIM (DEMOUNTABLE)
182 - NUT

GROUP 18 - SCR AFTERTREATMENT

45 - HOSE, PUMP TO TANK SUPPLY / SUCTION
46 - HOSE, PUMP TO TANK RETURN
47 - HOSE, PUMP TO DOSER / INJECTOR
48 - HOSE, DOSER TO TANK RETURN
110 - GAUGE, DEF FILL LEVEL (DASH)
124 - SENSOR ASSEMBLY, DEF TANK
167 - FILTER, SUPPLY MODULE
177 - CAP, FILLER TANK
179 - COVER, TANK (BRIGHT)

795 - EMBLEM / GRAPHIC, EXTERIOR
799 - CONSOLE
802 - MANIFEST BOX/DOOR POUCH
804 - TRIM, INTERIOR
805 - TRIM, BUNK
806 - MIRROR, INTERIOR
807 - UNDER BUNK LIFT ASSIST SHOCK
811 - RELAY/MAGNETIC SWITCH (ELECTRIC MIRROR)
822 - UNDERCOATING
825 - SWITCH (ELECTRIC MIRROR)
833 - VALVE, CONTROL
844 - VENTILATOR
855 - VISOR, SUN
867 - VENT WINDOW GLASS
877 - VENT WINDOW & SEAL
894 - DEFLECTOR, BUG
896 - TRIM, HOOD
909 - HARNESS, CAB (WIRES, CONNECTORS, AND TERMINALS)
926 - SHORE POWER CONNECTION

216 - STUD
302 - WHEEL, DEMOUNTABLE RIM
303 - SPIDER, DEMOUNTABLE RIM
337 - RING, SIDE/LOCK

928 - DOOR, HOOD / ENGINE ACCESS
929 - HINGE / BRACKET, FRONT HOOD MOUNTING
934 - REINFORCEMENT, HOOD
935 - TORSION BAR, HOOD ASSIST
936 - LATCH, ENGINE ACCESS DOOR
939 - SEAL, DOOR - LEADING EDGE
956 - FENDER EXTENSION
958 - BRACKET, SUN SHADE MOUNTING
962 - GLASS, MIRROR HEAD
963 - MIRROR, OTHER
964 - GLASS, CAB SIDE WINDOW
972 - PANEL, REAR TRIM
973 - PANEL, DOOR TRIM - DRIVER SIDE
974 - PANEL, DOOR TRIM - PASSENGER SIDE
975 - HOLDER, CUP
991 - MOTOR, MIRROR
992 - HEATER, MIRROR
994 - BRACKET, MIRROR

386 - SPOKE WHEEL
445 - TUBE
527 - VALVE STEM

649 - SENSOR, EXHAUST
OUT (NOX)
650 - SENSOR, AMMONIA
651 - SENSOR, PM
(PARTICULATE
MATTER)
715 - VALVE, HC AIR
SHUTOFF
750 - HOSE, ENGINE TO
COOLANT VALVE
SUPPLY LINE
751 - HOSE, COOLANT
VALVE TO TANK

752 - HOSE, TANK TO
COOLANT VALVE
753 - HOSE, COOLANT
VALVE TO ENGINE
754 - HOSE, TANK TO DEF
SUPPLY MODULE
755 - HOSE, DEF SUPPLY
MODULE TO ENGINE
787 - PICKUP, TANK
793 - TANK DEF, COOLANT
FLOW VALVE
801 - MODULE, PDM
858 - CATALYST, SCR

859 - REACTOR,
DECOMPOSITION
905 - WIRING, DEF FILL
LEVEL GAUGE
906 - WIRING, ACM
907 - WIRING, SUPPLY
MODULE
908 - WIRING, HEATED LINE
909 - WIRING, HEAD UNIT
910 - FILTER, TANK

GROUP 19 - ACCESSORIES

001 - FAN, DEFROSTER
005 - KNOB
008 - COVER/SHIELD
15 - CLUTCH,
COMPRESSOR
028 - COMPRESSOR /
RECIPROCATING
029 - COMPRESSOR /
ROTARY
032 - ARM, WIPER
043 - CONDENSER
045 - LINKAGE, WIPER
70 - SWITCH, RADIATOR
FAN/SHUTTER
OVERRIDE
076 - CORE (HEATER)
077 - VALVE, WATER
094 - EVAPORATOR
100 - METER ASSEMBLY,
ENGINE
105 - WHEEL, BLOWER
108 - MODULE, CONTROL
124 - MOTOR, WIPER (AIR
OR VACUUM)
135 - MOTOR, SLEEPER
BLOWER
136 - MOTOR
138 - BLOCK, RESISTOR
139 - DRIVE ASSEMBLY,
CRANKING MOTOR
149 - ACCUMULATOR /
DRYER
178 - CONDENSER, FAN
182 - VALVE, EXPANSION
183 - VALVE, EXPANSION
REAR
187 - DUCTING, AIR
CONDITIONER/HEATE
R/DEFROSTER
197 - HORN ASSEMBLY
214 - VALVE, CONTROL

222 - SOLENOID
233 - VALVE, CHECK
248 - TANK ASSEMBLY &
MOUNTING
251 - HARNESS, COILED
RIBBON (CLOCK
SPRING)
284 - ANTENNA & LEAD-IN
(ENTERTAINMENT)
286 - LEAD-IN, ANTENNA
(C.B. RADIO)
290 - CONTROL, RADIO
(SLEEPER BOX)
299 - RADIO-BASIC
ASSEMBLY
305 - SEAL/GASKET
310 - AIR CONDITIONER O-
RING
317 - SCHRADER VALVE,
LOW SIDE
318 - SCHRADER VALVE,
HIGH SIDE
325 - SOLENOID,
PNEUMATIC
327 - SWITCH, AIR HORNS
331 - AIR COMPRESSOR,
ELECTRIC SEAT
334 - SPEAKER
343 - SHOCK, SEAT
344 - ADJUSTER ASSEMBLY,
SEAT
345 - CONTROLS, SEAT
POSITION &
OCCUPANT
ADJUSTMENT
347 - BRACKET, MOUNTING
351 - FRAME, SEAT
352 - HOSE / PIPE
353 - FITTING
354 - CONTROL, AIR SEAT

355 - MOUNTING/HOUSING
(MAIN CASE)
356 - MODULE, HEATED-
FRONT SEAT
357 - MODULE, ROLL OVER
363 - BAG, AIR
364 - AIRBAG, SIDE ROLL
366 - ASSEMBLY,
COLLISION ROLL
SENSOR
378 - COVER, SEAT BACK
379 - FUSE
380 - COVER, SEAT
CUSHION
381 - RETRACTOR, SEAT
BELT
382 - CUSHION, BACK
383 - CIRCUIT BREAKER
385 - CUSHION, SEAT
386 - BELT, SEAT
400 - ETHER START
ASSEMBLY
411 - PLATE, FIFTH WHEEL
412 - FILTER, AUXILIARY
OIL
413 - HINGE PINS, FIFTH
WHEEL
415 - HINGE PIN BUSHING
INSERTS, FIFTH
WHEEL
417 - CONTROL, FIFTH
WHEEL
435 - HEATER ASSEMBLY,
ENGINE
436 - SOCKET, ENGINE
HEATER
443 - BACK-UP CAMERA
457 - PUMP
458 - RESERVOIR
473 - AMPLIFIER
481 - C.B.-BASIC ASSEMBLY

483 - CD CHANGER	734 - ACTUATOR, MOTOR/DOOR - FRESH AIR	832 - SWITCH, LOW FLUID LEVEL
489 - DVD ENTERTAINMENT SYSTEM	735 - ACTUATOR, MOTOR/DOOR - AIR DISTRIBUTION	833 - SENSOR, ITOS
491 - SATELITE MODULE- BASIC ASSEMBLY	747 - TANK, AUXILIARY AIR	837 - SWITCH, CLUTCH
503 - SUBWOOFER	749 - CABLE, PULL	838 - SWITCH, SET-RESUME
506 - LOCK CYLINDER, FIFTH WHEEL	763 - SENSOR, REFRIGERANT PRESSURE	849 - MODULE, DIAGNOSTIC - APADS
632 - HVAC HOSE, UNDER CAB TO REAR	764 - THERMISTOR, INLET	850 - SWITCH, OIL PRESSURE (PRESSURESTAT)
633 - AUXILIARY FUEL- FIRED HEATER	765 - THERMISTOR, OUTLET	880 - SWITCH, PRESSURE- LOW
635 - AUXILIARY POWER UNIT (APU)	801 - MODULE, CONTROL UNIT	881 - SWITCH, PRESSURE- HIGH
638 - ELECTRIC HVAC MODULE	807 - MODULE, VEHICLE PERSONALITY (VPM)	882 - SWITCH, THERMOSTATIC
675 - REST, ARM	811 - RELAY/MAGNETIC SWITCH	885 - SENSOR, FREEZE
698 - AIR DEFLECTOR-SIDE MOUNTED AND BRACKETS	819 - TUBE, ORIFICE	900 - MODULE, SMART CRUISE
699 - AIR DEFLECTOR-ROOF MOUNTED	820 - TUBE, DRAIN	901 - ANTENNA ASSEMBLY, GPS
705 - SOLENOID, AIR	825 - SWITCH	902 - CABLE ASSEMBLY, GPS
706 - SOLENOID PACK, AIR	826 - SWITCH, BUNK- ON/OFF	909 - HARNESS, CAB (WIRES, CONNECTORS, AND TERMINALS)
708 - MODULE, BLOWER SPEED LPM	827 - SWITCH, BUNK- TEMPERATURE CONTROL	921 - HARNESS, OTHER (WIRES, CONNECTORS & TERMINALS)
709 - MODULE, HVAC CONTROL	829 - SWITCH, TEMPERATURE (ETHER START)	923 - HARNESS, FRONT END (WIRES, CONNECTORS, AND TERMINALS)
733 - ACTUATOR, MOTOR/DOOR - BLEND AIR	830 - SWITCH, INTERMITTENT	
	831 - SENSOR, SUNLOAD	

WHAT IS NOT COVERED

Components / Items:

- Correction of loose fasteners, squeaks, rattles and unusual noises.
- Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- Items warranted by their respective manufacturers (e.g., non-Navistar brand engines, tires & tubes, Allison Transmissions, Agility Fuel System, clutch, batteries, radios, lubricants, etc.).
- Any part that does not have a Navistar part number.
- Unauthorized parts other than International® service parts or ReNEWed® parts.
- Aftermarket parts or service kits.
- Bodies, equipment and accessories installed by other than authorized Navistar employees at Navistar manufacturing plants.
- Front and rear axle alignment.
- Parts requiring replacement at inspection or adjustment maintenance intervals for reasons other than being defective.

Repairs:

- Maintenance-related items/ repairs or those as a result of normal wear and tear, including tune-ups, gaskets, belts, seals, lubrication, and/or other similar procedures/parts required to keep vehicle in good working condition. These services include, but are not limited to, oil changes, oil filters, air filters, fuel filters, cleaning/polishing, engine tune-up, adding oils, tightening of air intake and coolant clamps, ash tray,

- cigarette lighter element, fire extinguishers, fluorescent ballast and tubes, fuses, gladhand and gladhand rubbers, trailer hoses, hose tenders, trailer electrical cables, light bulbs, mattress, mud flaps, or mud flap mounting bracket.
- Repairs to any part of the vehicle subjected to misuse, negligence, improper maintenance, improper operation, or which is the result of an accident.
 - Wheel seals, belts, hoses and lubricants, except when required in connection with a warrantable failure.
 - Fades, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout
 - Attaching accessories, thermostats, flex plate, externally mounted electrical & filtration systems.
 - No coverage will be granted if Power Train, Propshaft and Suspension sales guidelines (specifications) are not strictly adhered to by all owners and operators of this vehicle.
 - Rust, corrosion, cosmetic issues, bright work
 - Failure to maintain correct maintenance schedule.
 - Failures or damage resulting from abuse or neglect as determined by Navistar, which includes, but is not limited to, operation without adequate coolants or lubricants, over speeding, lack of maintenance of lubricating, cooling or intake systems, improper storage, starting, warm-up, run-in or shutdown practices.
 - Failures caused by incorrect oil, fuel or catalytic reagent or by water, dirt or other contaminants in the fuel, oil or catalytic reagent.
 - Accidents, acts of nature or other events beyond the control of Navistar.

Other:

- Engines/Vehicles sold and/or operated outside the United States or Canada.
- Engine/Vehicle or engine components which have had unauthorized alterations or modifications.
- Engines/Vehicles on which the odometer reading has been altered.
- Incidental, special, indirect, or consequential costs or expenses which the owner may incur as a result of a malfunction or failure covered by this warranty, such as vehicle damage, communication expenses, meals, lodging, overtime, loss of use of engine or vehicle ("downtime"), loss of time, inconvenience, cargo loss or damage, and other similar costs and expenses.
- Replacement of defective parts, which were not authorized Navistar equipment when first installed.
- Towing, unless additionally purchased.

OBTAINING SERVICE

To obtain service under this Service Contract, return this vehicle to any International® truck dealer authorized to service this model vehicle and engine. To locate an authorized dealer near you, please call the Navistar Customer Service Center at 800-44-TRUCK (800-448-7825).

DISCLAIMER

FOLLOWING THE EXPIRATION OF THE STANDARD NAVISTAR LIMITED WARRANTY AND DURING THE PERIOD OF THIS SERVICE CONTRACT, NO WARRANTIES OR ADDITIONAL COVERAGE ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS EXTENDED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT FOR THE APPLICABLE STANDARD NAVISTAR LIMITED WARRANTY FOR YOUR VEHICLE. NAVISTAR SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. NAVISTAR FURTHER EXCLUDES LIABILITY FOR INCIDENTAL, SPECIAL, INDIRECT AND CONSEQUENTIAL DAMAGES, ON THE PART OF NAVISTAR OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on Navistar's behalf unless specifically made or assumed in writing by Navistar; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless specifically made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This



OPTIONAL SERVICE CONTRACT
CTS-2120B - Policy# BTB20B

warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Navistar, Inc., except in Canada, where it is Navistar Canada, Inc.



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **KOHLER POWER SYSTEMS**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE A GENERATOR MAINTENANCE CONTRACT WITH KOHLER POWER SYSTEMS, THROUGH AN AUTHORIZED DISTRIBUTOR AND WITHIN APPROVED BUDGET PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (#092222-KOH), FOR ANY NON-SCHEDULED SERVICE CALLS, RENTAL, PURCHASE, STARTUP, PREVENTATIVE MAINTENANCE AGREEMENTS, REPAIRS, DESIGN AND CUSTOMIZATION, INSTALLATION, COMMISSIONING, DECOMMISSIONING, MONITORING SERVICES AND REPURPOSING OF GENERATORS THROUGH 11/22/2026, AND ANY FUTURE RENEWALS.

BACKGROUND:

The current generator maintenance contract, bid 19-58 was solicited back in November of 2019 and was approved February of 2020 with resolution 49-20. This contract was awarded to Clifford Power Systems in a non-exclusive contract. That current contract and its renewals will be ending February of 2025.

DISCUSSION:

Fleet Operations is recommending approval of the Sourcewell Cooperative purchasing contract with Kohler Power Systems and their authorized distributors. The City has numerous makes and models of generators in various sizes that provide power to departments and divisions listed under the Emergency Operations Plan. Fleet Operations is looking to standardize Generator Power equipment just like we suggest with rolling stock vehicles and equipment. Currently we are coming up with a replacement plan for all generators throughout the city to assist and support the City and the Emergency Operations Plan. This contract will allow Fleet to work with local vendors in Northwest Arkansas to better maintain, repair and replace our emergency backup power systems.

BUDGET/STAFF IMPACT:

Sufficient funds are budgeted in the Fleet Operations Contract services annual operating budget. Any maintenance, repairs or generator replacements in excess of \$35,000 or not within budget will come back to City Council for budget adjustment and approval.

ATTACHMENTS: SRF (#3), 09-22-2022 Kohler Contract (#4), 09-22-2022 RFP/Addendums - Electrical Energy Power (#5), 09-22-2022 Proof of Publication - Electrical Energy Power (#6), 09-22-2022 Comment Review -Electrical Energy Power Generation (#7), 09-22-2022 Proposal Opening Record (#8), Proposal Opening Record (#9), 2022 Kohler Pricing (#10), Board Resolutions (#11)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-437

KOHLER POWER SYSTEMS

A RESOLUTION TO AUTHORIZE A GENERATOR MAINTENANCE CONTRACT WITH KOHLER POWER SYSTEMS THROUGH NOVEMBER 22, 2026 AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, the current generator maintenance contract was awarded to Clifford Power Systems in a non-exclusive contract pursuant to Resolution 49-20 which will expire in February of 2025; and

WHEREAS, the City has numerous makes and models of generators in various sizes that provide power to departments and divisions listed under the Emergency Operations Plan; and

WHEREAS, Fleet Operations is looking to standardize generator power equipment and is preparing a replacement plan for all generators throughout the city to assist and support the City and the Emergency Operations Plan; and

WHEREAS, a contract with Kohler Power Systems will allow Fleet to work with local vendors in Northwest Arkansas to better maintain, repair and replace the City's emergency backup power systems.

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 Generator Maintenance Contract with Kohler Power Systems through November 22, 2026, and any future renewal periods, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2024-437

Item ID

9/3/2024

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

Ross Jackson

8/13/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE A GENERATOR MAINTENANCE CONTRACT WITH KOHLER POWER SYSTEMS, THROUGH AN AUTHORIZED DISTRIBUTOR AND WITHIN APPROVED BUDGET PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACT (#092222-KOH), FOR ANY NON-SCHEDULED SERVICE CALLS, RENTAL, PURCHASE, STARTUP, PREVENTATIVE MAINTENANCE AGREEMENTS, REPAIRS, DESIGN AND CUSTOMIZATION, INSTALLATION, COMMISSIONING, DECOMMISSIONING, MONITORING SERVICES AND REPURPOSING OF GENERATORS THROUGH 11/22/2026, AND ANY FUTURE RENEWALS.

Budget Impact:

9700.770-1910-5315.00

Shop

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 362,100.00

Expenses (Actual+Encum)

\$ 281,427.68

Available Budget

\$ 80,672.32

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 80,672.32

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

**Solicitation Number: RFP #092222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kohler Power Systems (Kohler Company), N7650 Lakeshore Dr., Sheboygan, WI 53083 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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 Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier 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 November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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.** Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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 will 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. Supplier 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.

Supplier 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. 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 not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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 Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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. Supplier 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. Supplier 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, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier 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 Supplier'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.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier 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 to this Contract 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. 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 of this Contract, 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. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, 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 incurred by Sourcewell or its Participating Entities, directly arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers,

resellers, 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. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. 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. *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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota 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 conditions that are beyond that party's reasonable control, including, without limitation, acts of God, acts of requests of government or governmental agencies in their non-commercial capacity, riot, or civil commotion, sabotage, accidents, fire, flood, explosion, mass shootings, damage to plants or facilities, epidemics, typhoons, quarantine, restrictions, or absence of normal means of communication or transportation, or other conditions beyond the 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 by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Supplier 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, Supplier 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 Supplier Development 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 Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Intentionally omitted.

D. WAIVER OF SUBROGATION. Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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. Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

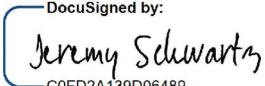
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

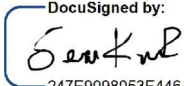
092222-KOH

Sourcewell

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

11/21/2022 | 7:52 PM CST
Date: _____

Kohler Power Systems (Kohler Company)

DocuSigned by:

247E9098053E446...
By: _____
Sean Kenefick
Title: Vice President-Industrial Sales Power
Systems North America

11/23/2022 | 7:56 AM PST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO

11/23/2022 | 11:08 AM CST
Date: _____

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name: Kohler Power Systems

Does your company conduct business under any other name? If yes, please state: Kohler Company

Address: N7650 Lakeshore Rd.
Sheboygan, WI 53083

Contact: Robi Hullner

Email: robi.hullner@kohler.com

Phone: 480-202-8667

Fax: 920-457-4441

HST#: 390-0402810

Submission Details

Created On: Monday August 08, 2022 17:14:28

Submitted On: Friday September 16, 2022 09:04:00

Submitted By: Robi Hullner

Email: robi.hullner@kohler.com

Transaction #: f3b8ea4a-fbfc-4c83-bef9-bf5d464cd705

Submitter's IP Address: 104.129.198.251

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 (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Kohler Power Systems (Kohler Company)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	67271	*
5	Proposer Physical Address:	N7650 Lakeshore Dr., Sheboygan, WI 53083	*
6	Proposer website address (or addresses):	http://kohlerpower.com/powerhub/index.htm	*
7	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):	Sean Kenefick - Vice President – Industrial Sales, Power Systems North America Email: sean.kenefick@kohler.com Phone: 630-333-5805	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robi Hullner - Manager of Government Accounts, Power Systems Email: robi.hullner@kohler.com Phone: 480-202-8667	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Scott Cinealis - Senior Market Analyst, Power Systems Email: scott.cinealis@kohler.com Phone: 920-918-1669	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	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.	Since 1873, Kohler Co. has been improving the level of gracious living by providing exceptional products and services for our customers' homes and their lifestyles. We believe better business and a better world go together. Fueled by the passion of more than 40,000 associates worldwide, we strive to enhance the quality of life for current and future generations through design, craftsmanship and innovation. Kohler was founded by John Michael Kohler in 1873 as an iron foundry making farm tools. In 1889 Kohler started the plumbing fixture division, and in 1920 built the first modern-day generators. Kohler was the first company in the USA to offer Electric Power Plants for farms, homes, and businesses. Since then, our engines and generators have powered historic expeditions to the South Pole, construction of the Hoover Dam, Hollywood movie productions, the Eiffel Tower, and more. In 1985 Kohler expanded into interiors and hospitality businesses and the company went global. Today Kohler Company has 30+ brands globally, and there are Power Systems factories in 7 countries. Kohler owns 50+ manufacturing locations worldwide with 40,000+ associates. The company is still privately held by the Kohler family and is considered one of the largest and oldest privately held companies in the country. For over 100 years, our engines, generators, and uninterruptible power supplies (UPS) products have powered homes, hospitals, lawn mowers, stadiums, and everything in-between. In 2020 Kohler introduced the next leap forward in industrial power with the KD series generators designed to last for decades, with better fuel economy and a smaller footprint than ever before ranging from 800 to 4,000kW (4mW). Today, we're one of the world's largest power-generation manufacturers with manufacturing facilities on 4 continents and vast global sales, service, and distribution networks. No matter where you're located, you can always count on Kohler for reliable, intelligent engines, generators, and uninterruptible power supplies. Kohler Power Systems' state of the art 620,000 ft² generator-manufacturing, product training, and test facility is found in Mosel, Wisconsin. In addition to the primary generator manufacturing facility in Mosel, Wisconsin, Kohler Power Systems recently expanded its manufacturing footprint by locating its ATS & Switchgear production in an available 400,000 ft² facility in Kohler, Wisconsin. Kohler also manufactures diesel fuel tanks and enclosures at another 70,000 ft² facility in Saukville, Wisconsin. Between all 3 Wisconsin-based manufacturing locations, Kohler manages an astounding 1,090,000 ft² of total manufacturing space to support its North American customers. This is equivalent to an incredible 25 acres of world-class power systems equipment manufacturing capacity. Kohler is committed to being a best-in-class supplier and continues to invest in capital and equipment necessary to be a global producer and meet the increasing demands of its customers for generators and related equipment. In Q1, 2022 construction was completed on a 155,000 ft² addition of the Mosel facility to further expand production capabilities. This factory expansion, which is designed primarily for large generator manufacturing, includes a world-class customer experience center. Kohler Co. and each associate have the mission of contributing to a higher level of gracious living for those who are touched by our products and services. Gracious living is marked by qualities of charm, good taste, and generosity of spirit. It is further characterized by self-fulfillment and the enhancement of nature. We reflect this mission in our work, in our team approach to meeting objectives, and in each of the products and services we provide to our customers. Kohler Co. is committed to compliance with all laws and regulations in the countries where we operate. This code is the foundation of our commitment to ethical business practices. It sets out the standards for how we interact with each other and engage in business activities globally. Kohler offers a comprehensive power portfolio that meets the increasing demands of the markets we serve. Every part of our power system is designed and engineered by Kohler. Everything works together, just as it should.
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11	What are your company's expectations in the event of an award?	Kohler expects to continue to cultivate the close partnership formed with Sourcewell over the years. A major highlight of this success has been a consistent aligning of expectations as shown by the growth in sales throughout the contract. Sourcewell sales from 2018 to 2022 YTD: 2018: \$1,079,479.96 2019: \$3,956,269.78 2020: \$5,309,401.25 2021: \$4,016,244.87 2022 (Orders August YTD): \$8,284,786.19 Since receiving the Sourcewell contract, we have developed and trained a dedicated team that supports Sourcewell from all areas of the business. We plan to grow this team further by adding the Kohler Kitchen and Bath division as they are planning to pursue a separate Sourcewell contract. As a result, we have strategic plans to set up a corporate marketing campaign partnering with our Kitchen and Bath division that drives a call to action from targeted Sourcewell markets to drive sales. The markets will include both prospective and existing Sourcewell customers across the United States. Upon receipt of the award, Kohler will continue to place a strong emphasis on continued growth through Sourcewell by holding monthly dashboard meetings with Kohler's 22 distributors. In addition, we expect to continue collaborating closely with Sourcewell on marketing efforts to drive increased contract usage and growth, as well as attending Sourcewell sales accelerator meetings to educate our employees on best practices. In 2022, we set up an internal award specific to our highest performing distributor on the Sourcewell contract and plan to continue this award annually. This award highlights the strong connection we have built between Sourcewell, Kohler, and our distributor network. Kohler welcomes the opportunity to have performance/dashboard reviews on a regular cadence at Sourcewell's discretion.	*
12	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.	Kohler is one of the country's largest and oldest privately held companies. Kohler was ranked #57 by Forbes in 2021 in the America's Largest Private Companies list. Kohler has continued to grow year over year in sales and has an annual revenue of over \$9B. Please see attached "Financial Information" for financial information including credit references and Moody's financial report.	*
13	What is your US market share for the solutions that you are proposing?	The US market share is estimated at 20% and growing.	*
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian market share is estimated at 20% and growing.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, never.	*
16	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?	Kohler is best described as B below, a manufacturer/service provider. Kohler Power Systems is a manufacturer of various power systems as an OEM with distribution agreements with 22 privately owned and operated distributors. These distributors provide local sales and service across North America in accordance with the Kohler Distribution Agreement Policy and Procedures. Distributor's sales efforts are supported by the Kohler Field Sales Team, Application Engineering Team, Sales Administration Team, Product Sales Training Team, and the Kohler Management Team. Distributor Service Technicians are factory trained and distributor service team-leaders have completed factory certification training. Distributor Service efforts are supported by the Kohler Service, Warranty, Parts, and Training Teams.	*

17	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.	Kohler is not aware of any applicable licenses or certifications required in this contract, but if required Kohler is willing to pursue. Distributors hold engineering and contracting licenses in the states they operate. Kohler also ensures quality through adhering to ISO 9001:2015 certification, and adhere to ISO 14001 and 17025 compliance, and various product certifications (UL, CSA, IBC, NFPA, EN).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable, Kohler has not received any suspension or debarment letters.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	- 2017, Kohler KD series awarded for category innovation: The KOHLER KD1000 industrial generator, powered by Kohler's own KD Series large diesel engine, was recently singled out in a new product competition held in conjunction with MCEE 2017, the largest trade show and conference for the plumbing, hydronics, HVACR, electrical and lighting industries in Canada. -2018, Kohler KD Series recognized as product of the year: The KOHLER KD Series, the company's highly regarded lineup of large diesel industrial generators, has been recognized as a 2018 Product of the Year by readers of Consulting-Specifying Engineer magazine. The publication's annual Product of the Year competition identifies the best new products in twelve key industrial categories and then lets readers vote for their favorites. This year, the KOHLER KD Series was recognized with a Gold Award – the top level of recognition – in the Emergency, On-Site, and Standby Power category. -2020, Kohler gaseous powered industrial generator recognized as "product of the year" by leading trade publication: The KOHLER KG Series gaseous-powered generators has been recognized as a 2020 Product of the Year by readers of Consulting-Specifying Engineer magazine. The publication's 16th annual Product of the Year competition identifies the best new products launched between Jan. 1, 2019, and March 31, 2020, in 11 key industrial categories and then invites its professional readership to vote for their favorites. This year, the KOHLER KG Series gas generators at 80kW, 100kW and 125kW Series was recognized with a Silver Product of the Year Award in the Power Systems & Equipment category. The recognition is Kohler's second award in three years from Consulting-Specifying Engineer after winning gold for the KD Series generator line in 2018. -2021, Kohler Power wins business intelligence group's sustainability product of the year award: Kohler Power, the data center industry's global power partner, announces that it has been named to The Business Intelligence Group's 2021 Sustainability Awards program, securing the Sustainability Product of the Year award. The Sustainability Awards honor people, teams and organizations who have made sustainability an integral part of their business practice or overall mission. Kohler was named a Sustainability Product of the Year winner for its Kohler Tier 4 Final KD Series Generator, an industrial-grade, diesel-powered generator that provides backup power for large hyperscale and regional global data centers. As the amount of data being created increases, the number of worldwide data centers will grow to support that demand. With that comes the increased need for reliable backup power — and an increasingly acute demand for power solutions that reduce environmental impacts wherever possible. -2022, Kohler Co. wins mission critical 2022 top tier products for generators: As the amount of data being created increases, the number of worldwide data centers will grow to support that demand. With that comes the increased need for reliable backup power — and an increasingly acute demand for power solutions that reduce environmental impacts wherever possible. Kohler's Tier 4 Final KD Series Generator provides a key advantage, resulting in minimal maintenance demands for optimized continuity and maximized ease for users — all while meeting strict EPA-controlled sustainability requirements. -2022, Kohler Co. ranks in top 10 for 2022 fast company's best workplaces for innovators: Fast Company today announced its fourth annual Best Workplaces for Innovators list, honoring organizations and businesses that demonstrate a steadfast commitment to encouraging innovation at all levels. Kohler Co. is listed No.10 on the 100 Best Workplaces for Innovators list, named the winner of Fast Company's 2022 Best Workplaces for Innovators Sustainability list and a finalist on the Large Companies list. -2022, Kohler Power named to data center magazine's list of top 10 power supply and management companies: Kohler Power, the data center industry's global power partner, recently received international recognition for the critical role it plays in keeping data centers operational. Data Centre Magazine, a leading voice for the global big data and cloud industry, recently awarded Kohler Power the top spot on its list of Top 10 Power Supply and Management Companies.	*
20	What percentage of your sales are to the governmental sector in the past three years	Based on total sales approximately 20%.	*
21	What percentage of your sales are to the education sector in the past three years	Based on total sales approximately 15%.	*

22	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?	Kohler does not directly hold any agreements with local or state governments, however most cooperative purchasing agreements are held and managed by Kohler authorized distributors.	*
23	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?	GSA MAS Contract number GS-07F-019DA generating multi-million dollars annually each year.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The Town of Amherst Water Utility	Rust Coombs	413-259-3163	*
Rathbun Regional Water Association Inc. – Water Treatment at Centerville, IA.	Rod Witt	641-647-2416	*
Central Arkansas Water Treatment located at Ozark.	Jim Ferguson	501-377-1298	*

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *	
Restricted	Government	Maryland - MD	Due to classification status, cannot be shared.	Due to classification status, cannot be shared.	> \$20,000,000 (\$20M)	*
FAA	Government	Maryland - MD	Kohler generators and related equipment have supported the FAA for over 15 years providing backup power across 23 sites within the United States.	Large IDIQ contract consisting of several orders annually over 15 years.	>\$38,000,000 (\$38M)	*
GSA	Government	Maryland - MD	GSA Contract # GS-07F-019DA	Various generators, transfer switches, and switchgear ranging in size and scope.	\$3,300,000 (\$3.3M)	*
NOAA	Government	Missouri - MO	Backup generators supporting the National Weather Service's programs across the United States.	Over 100 backup generators to support various NOAA sites.	\$1,500,00 (\$1.5M)	*
Sourcewell	Government	Minnesota - MN	Various generators, transfer switches, and services under Sourcewell contract #120617-KOH	Several orders by Sourcewell customers from 2020 to 2022 ranging in various sizes.	\$17,610,432.31 (\$17.6M)	*

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 *
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26	Sales force.	In North America, Kohler's 22's distributors employ over 300 field sales personnel that support customers 24/7/365 managing projects from cradle to grave. These field sales employees work closely with design/consulting engineers, general contractors, electrical contractors, and most importantly the end user to tailor custom solutions for their clients. Our distributors receive continuous improvement training on Kohler products and services and have access to the same technical information that our employees have at the factory level. Using a data driven approach, our distributor sales force are experts in communication and have developed a proven process to deliver solutions that go above and beyond customer expectations. Our distributor sales force is strongly supported by the Kohler field sales team consisting of dedicated account managers, sales directors, and regional sales managers in each distributor region. Within this high performing team, Kohler has engineering sales managers who work closely with our distributor sales force to answer technical questions and provide continuous training to ensure our distributors are up to date on Kohler products. Our sales force ensures total customer satisfaction before, during, and after the sale and maintains that satisfaction over the entire life of the product. We differentiate ourselves from our competitors by providing gracious customer service experiences and ensuring that our customers are our number one focus. In addition, we hold monthly meetings specific to government sales led by our dedicated Sourcewell account manager, and our own sales force and distributor sales force are educated specifically on Sourcewell and how to identify new customers and grow relationships with existing members. For more information about our distributor network, please see the attachment "Industrial Distributor Directory, G1405" in the additional documents section, and the "Kohler Proven Process" attachment.
27	Dealer network or other distribution methods.	Kohler holds a global presence of over 800 distributors and 10,000 dealers. In the United States and Canada alone our distributor and dealer network contain: -18 USA distributor headquarters -56 USA distributor branches -204 USA industrial dealers -4 Canada distributor headquarters -5 Canada distributor branches -22 Canada industrial dealers -2,000 residential dealers As described in the earlier question, Kohler's distribution network provides 24/7/365 support to all Kohler customers and is within 4 hours of even the most remote locations. We partner closely with our distributors and support their efforts in selling, promoting, and servicing all Kohler products and services. We provide our distributors with all the tools necessary to gain a comprehensive understanding of our products and services. Our distributors concentrate on their area of responsibility and are knowledgeable about local regulations within their area of responsibility, which is critical for Sourcewell customers. Our distributor network regularly attends training and meetings with Kohler to ensure they are up to date with Kohler products and regulations. We view our distributors and dealers as part of the Kohler family, and work closely with them to ensure that our customers are satisfied.

28	Service force.	Kohler has a nationwide dedicated service team that is available 24/7/365 that prides itself on providing a gracious experience for our customers. Kohler customers have the assurance of 24/7 emergency service and responsive aftermarket support. Certified and regularly trained, our factory-based technicians are always ready to offer post installation troubleshooting, advice, service, and support. All Kohler distributor technicians are certified in power generation, not just engines. Our service team provides: -24/7 availability -After market support -Installation/startup -Post sales service -Parts support -Repairs and overhaul -Training and documentation -Testing and commissioning -Supervision -Hands on technical support -Warranty support -Remote monitoring and diagnostics -Cost effective service plans 100% of our service territory is covered by a Kohler certified technician within a maximum 4-hour radius as part of our distributor agreement. Our distributor network has access to complete inventories of Kohler genuine parts, and are factory trained technicians who have been fully vetted and rigorously tested to provide the level of customer support we expect. Our distributors are required to complete an extensive training process to become subject matter experts for our products. Our service team provides world-class customer service. We are 100% self-servicing and certified to service and repair all the products sold.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process for Sourcewell will mirror the current process Kohler has successfully implemented on the contract. Kohler will leverage its distributor network to work closely with the end user to develop a custom quote to meet the customer's specification based on the location of the Sourcewell customer. A dedicated Kohler Sourcewell account manager will work closely with the distributor to correctly identify/code the Sourcewell order so the proper discounts are applied, and that the administrative fee is appropriately captured. In addition to the equipment, the distributor will be able to quote any additional services requested by the customer, which will be broken out as separate line items identified as services. Each quote will clearly identify the Sourcewell member discount in a manner that is easily understood by the customer, so that all parties have visibility to the discount. The Kohler distributor will convert the quotation into a purchase order (PO) via an electronic system, and Kohler will acknowledge the PO with an estimated ship date so that the distributor can relay this information to the Sourcewell member. All Sourcewell quotations and POs will have the appropriate Sourcewell contract number on it and will be closely monitored by the Kohler account manager to ensure compliance of the contract. Kohler's internal business system allows us to easily search each month/quarter for reporting and auditing purposes. All Kohler distributors have a dedicated Sourcewell point of contact who will handle supplying order updates and answering inquiries from the Sourcewell member. Finally, Kohler has a website URL dedicated to assist end users find the right distributor, and a dedicated Kohler point of contact to help with any questions with this process. Kohler's Sourcewell account manager will also be available to guide existing and prospective Sourcewell members through any questions that may arise. Link to distributor locator: https://kohlerpower.com/en/generators/industrial/distributor-locator	*

30	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 team is available 24/7/365. We understand the importance of maintaining a proper emergency electrical standby power system to protection against property loss and life safety operations during emergency situations resulting from a blackout. Kohler distributors have service technicians on-call 24/7/365. Response time is typically less than 2 - 4 hours, even in remote parts of the country as many technicians operate remotely from the offices so they can respond faster when needed. The after-sales support portion of our business is important to Kohler and its distributors. Kohler has a vast comprehensive network of authorized distributors across North America to offer sales and service support for Sourcewell members at all stages of a project. Each distributor must have an appropriate number of qualified technicians located in the correct locations to help minimize travel time as well as provide a quick response time. Kohler Power Systems has a dedicated phone line (1-800-544-2444) to redirect calls to the local distributor for the fastest possible response time.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kohler is eager to continue supplying products and services to current and prospective Sourcewell entities in the United States. Since first becoming a partner of Sourcewell in 2018, we have made Sourcewell a key strategic business initiative, and the results have been remarkable. Sourcewell sales are closely tracked and reported monthly in our meetings with distributors, and part of our scorecard process is dedicated to Sourcewell. Kohler is dedicated to its partnership with Sourcewell to support state governments, local governments, and education by helping entities save time and money by using the Sourcewell contract vehicle.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Like the response for North America, Kohler and our Canadian distributors are ready to continue supporting products and services to Sourcewell participating entities in Canada. Our Canadian distributors receive the same level of training and education regarding Sourcewell that our US distributors receive, and we specifically tailor their scorecards for the Canadian market. We work closely with our distributors in Canada to educate them on Sourcewell/Canoe and look forward to continuing this relationship.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Kohler can sell to and service all 50 states and 10 providences of Canada.	*
34	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?	N/A - Kohler is proposing all parts of RFP #092222 "Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services" except for Ground Power Units. Everything contained in this proposal is available to all entity sectors with no restrictions to the participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Kohler and two distributorships can serve Alaska, Hawaii & US territories along with local authorized dealer with the same level of service as the continental US and Canada.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	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.	Kohler has a dedicated website that advertises Sourcewell and Canoe (https://kohlerpower.com/en/generators/industrial/cooperative-purchasing). We consistently post on social media regarding our partnership with Sourcewell, and have brought Sourcewell marketing material to trade shows as well as distributor headquarters openings. Our distributors have Sourcewell information on their websites, and consistently post about Sourcewell opportunities. We have trained our sales force to advertise Sourcewell by encouraging end users to sign up as members, highlighting how simple it is to become a member and the benefits of doing so. The effectiveness of this approach is highlighted by our rapid sales growth on the contract from 2018 to 2022, and we expect to further continue this growth in 2023 and beyond. In 2022 Kohler launched a pilot that consisted of a joint marketing campaign using digital data between TAW, Kohler, and a third-party marketing agency to target potential Sourcewell customers. This pilot will be expanded in 2023 to all 22 distributors based on the success we have seen resulting from this campaign. Our sales force and marketing teams are well versed in promoting Sourcewell to new and existing customers. We have plans in 2023 to launch a corporate marketing campaign partnering with Kitchen and Bath that drives a call to action from targeted markets to drive sales through both contracts if awarded specifically targeting prospective and existing Sourcewell customers. Please see attached "Marketing Plan Examples" for examples of Sourcewell related marketing that Kohler and our distributor network has created specific to Sourcewell.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned in the earlier question, Kohler recently launched a pilot that used digital data to drive growth specifically on the Sourcewell contract. We plan to expand this campaign across all 22 distributors in 2023 and set up a corporate marketing campaign leveraging technology and digital data to enhance our marketing effectiveness. Kohler is active in all forms of social media, and all Kohler distributions have their own websites that are linked to the http://www.kohlerpower.com website. It is also a requirement on our distributor scorecard that our distributors are actively promoting and marketing Sourcewell on their websites and/or social media. Kohler has developed a sizing program in our "Power Solutions Center" that is available online to customers to help spec and size their power system, and provides them with technical and pricing information at the click of a button. https://kohlerpower.com/en/generators/industrial/sizing-program Links to social media: LinkedIn: KOHLER Power – Generators (14,586 followers) https://www.linkedin.com/showcase/kohlerpower/ Twitter: KOHLER Power – Generators (6,961 followers) https://twitter.com/KOHLERPower YouTube: Kohler has 12 feature specialized channels. https://www.youtube.com/channel/UC2iCsEGEaaPRAFOWVVKIG0g Facebook: Kohler Power – Generators (338,266 followers) https://www.facebook.com/KOHLERPower/ PowerSource E-newsletter – featured articles and stories are sent monthly to anyone that signs up. All Sourcewell members and prospective members would be eligible for this newsletter.
38	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 has grown from a small, local purchasing cooperative to a national leader in public contracts. This growth is attributed to Sourcewell's focus on helping its members reduce time and money spent on acquiring goods and services. Kohler views Sourcewell's role in promoting contracts as a close partnership with Kohler to collaborate and launch Sourcewell specific material to current and prospective customers. Sourcewell has proven to be a trusted advisor to Kohler in helping establish consistent mutual growth on the contract, and we look forward to growing this relationship. Both parties play an integral role in working together to promote the Sourcewell contract, and the success is shown by Kohler's continued growth since being awarded the contract. Kohler has fully integrated the Sourcewell contract into its sales process shown by the rapid sales growth from 2018 to 2022, and the close partnership built with Sourcewell over the years. To ensure this success continues, we will conduct a "refresh training" course with all distributors and internal staff supporting Sourcewell.

39	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.	Due to the highly engineered and customized products we offer, e-procurement is not conducive to a gracious customer experience. However, all orders that our distributors receive are handled using an electronic ordering system providing complete visibility to order status. As mentioned in a previous response, we do have an online sizing program available that customers can use to spec and size generator requirements that provides a hassle-free estimate and technical info. This information can quickly be turned into a quotation or purchase order after review by the Kohler team.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	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, equipment, maintenance, and operating training are key services that Kohler and our distributors provide that are unique to each customer requirement. During the startup/commissioning process our technicians are available to train end users on our products, and though these trainings are standard and optional they are provided at an added cost aligned with the 5% discount Kohler is proposing described later in the proposal.	*
41	Describe any technological advances that your proposed products or services offer.	-Kohler is the first generator manufacturer to offer factory direct Hurricane-Rated Enclosures on our industrial stationary gas and diesel generators. Kohler meets both ballistic and wind load certifications per the Florida Building code requirements and 185 mph wind load rating to protect your generator from hazardous weather. -AMP603 generator controller is an intelligent, touch screen database loaded with all the generator information (and controls) you need. Whether you want to customize your screen navigation, download data for deeper analysis or parallel with load and generator management, this controller offers it all. It also continuously monitors and manages operating conditions to protect your generator from damage and ensure ultimate reliability, flexibility, and performance. See "APM 603 G12525" for more detailed information. -eFRAME Enclosure – Kohler has designed a range of enclosures specifically geared to accommodate Kohler generators. This allows for complete customization with the luxury of shorter lead times. The eFRAME walk-in enclosure is ideal for mission critical applications including data centers, water utility, and healthcare facilities. It has a custom-designed modular enclosure that is easily accessible for service without having to disconnect the generator, and has four external lifting eyes for easy site installation. The exterior is fade, scratch, and corrosion resistant. For more information please see "eframe enclosure g12545" attachment. -Paralleling Box – the mobile paralleling box allows the connection of 2 generators to one distribution bus. It provides contactors to connect to and disconnect from the bus, eliminating the need for motorized breakers for each generator set. Up to 4 boxes and 8 generators can be connected to single distribution bus. This helps provide redundancy in case a single generator fails allowing the remaining generators to pick up the load. It also allows multiple generators to be paired together to increase your kW output. See "mobile p-box" attachment for more information. -Paralleling Switchgear- Kohler paralleling switchgear systems are designed to manage your power needs by carefully monitoring and adjusting the load between generators that have been installed to work in tandem. As switchgear technology continues to advance, Kohler leads the charge with product enhancements keeping your system current, so you have reliable power that can be easily serviced. Our upgrades use the latest programmable logic control (PLC) and human interface (HMI). Upgraded system with a new PLC updated software for a more efficient and robust operation allows for acceleration of troubleshooting should the need arise. For more information reference "G12542 Paralleling Switchgear Upgrades". -KD Series, EPA Certified Tier 4 Final, No DPF (Diesel Particulate Filter). No DOC (Diesel Oxidation Catalyst). With only an SCR (Selective Catalytic Reduction), we have removed all those complicated aftertreatment specifications. Not only that, since these generators are built for prime power and peak shaving, your clients can save big on utility bills. It also allows greater flexibility for installations. This product won the 2021 Sustainability Award and is built for the most critical jobs on earth. For more information see the "KD Series Spec g12506" attachment. -Kohler gaseous generators ranging from 25-1300kW are tailored and targeted to your specific job requirements. Unlike most generator models, every Kohler generator is designed to work precisely for standby, prime, or continuous applications. Every model is available EPA-certified to meet operational requirements on pipeline natural gas. For more information see "G12349 Gas Generators" attachment.	*

		-HVO is made from waste products and residues such as vegetable oils, animal fats, and used cooking oils. It is 100% fossil-free and 100% recycled, and can reduce carbon emissions from your mission-critical power systems by up to 90%. Our generators are fully compatible with HVO and can be mixed in engines with diesel with no impact on performance; so, it is not just mission critical, it is planet critical too. For more information visit: https://hvo.kohlerpower.com/ -Our automatic transfer switches (ATS) have a new line of electrically operated bypass-isolation transfer switches that are designed to interface with KOHLER generators and paralleling switchgear. The new line of electrically operated bypass-isolation transfer switches, available as standard (KAS) and programmed (KAP) transition configurations, features advanced, single-touch controls allowing users to transfer critical loads between power sources. -In January of 2022 Kohler acquired Curtis Instruments, a leading electrification partner to OEMs across a broad range of markets. Curtis' product portfolio spans motor speed controllers, HMIs and instrumentation, power conversion, CAN modules and other accessories. With a deep roster of talent across five engineering centers, Curtis also develops advanced IOT solutions for its customers. The acquisition expands and diversifies Kohler's power portfolio by leveraging Curtis' electrification expertise with Kohler's well-established gasoline and diesel engine business to best serve off-highway OEM customers. -In 2022 Kohler also acquired Heila Technologies, a modular energy platform designed to advance a more modern, cleaner energy supply by simplifying the integration, operation, optimization and scale-up of DERs. Its decentralized system provides unparalleled automation and modularity, dramatically reducing system complexity and cost while increasing resiliency and reliability.	
42	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.	Kohler's growth and success since its founding in 1873 have been built on a solid foundation of honest and fair behavior and a culture of ethical leadership. As a dynamic and purpose-driven company, we stay focused on controlling what we can by practicing our mission, abiding by our guiding principles, and making sure we do all we can to leave the world a better place. Kohler ranked 45th in the EPA's green Power Partnership list of largest consumers of renewable power in 2021, with 100% of the electricity for US and Canada operations coming from renewable sources such as wind and solar. For information on Kohler Co's 2021 environmental, social, and governance report please visit the following URL: https://kohler.dirxion.com/BelieveInBetter/KohlerCo-2021-Environmental-Social-Governance-Report/1/ In 2022, Kohler announced the offering of mission-critical diesel generators is compatible with Hydrotreated Vegetable Oil (HVO), marking a significant breakthrough in the usage of alternative fuels in backup power. HVO is made from waste vegetable oils and other feedstocks, provides a high-quality slot-in alternative to fossil diesel that can reduce carbon emissions by up to 90%. It is a liquid fuel that can be used in existing infrastructure, such as mission-critical generators, without any modifications. And it has complete blending compatibility with fossil diesel, providing end-users with total flexibility in their operations meaning that you can mix the two or use either/or as fuel. For more information visit: https://hvo.kohlerpower.com/ Please see "Kohler Co 2021 Environmental Social Governance Report" attached for more details and HVO sell sheet in the additional documents section.	*
43	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 are committed to leaving the world a better place than we found it and are working toward net zero environmental impact by 2035. For us, this means reducing or offsetting all greenhouse gas emissions for Kohler operations (scope 1 and 2) and sending zero solid waste to landfill; developing innovative energy- and water-saving products and encouraging people to act. See the report below for more details. https://kohler.dirxion.com/believeinbetter/KohlerCo-2021-Environmental-Social-Governance-Report/1/	*
44	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.	Kohler is considered a large business but most of our distributors are considered small businesses. In addition, we partner with 2 companies: Native Instinct - SDVOSB (CVE) OLB Associates LLC - Woman Owned Small Business (WOSB)	*

45	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?	What makes Kohler unique is our obsession to supply resilient mission-critical power, but to do so innovatively, responsibly, and sustainably. Unlike many of our competitors, Kohler is a privately held family business that has been in operation for over 150 years, and our customers can expect to be treated as such. We are the only company that is solely dedicated to power. Our product offering will continue to adapt to the regulatory and environmental changes of the market. We have the designers, engineers, and vision to deliver constant innovation in mission-critical power generation. Our customers are our #1 focus, and our distributors are a direct extension of the Kohler family that are experts in selling and servicing our products. Unlike some of our competitors who are large public firms, we reinvest more than 90% of our earnings into our private family-owned business. We pride ourselves in product development and customer service in supplying a gracious experience for our customers. We have evolved from a power generator company to developing new products such as battery storage, microgrids, fuel cells, and other renewable energy products to serve our customers' power resiliency needs. There is no job that is too big or too small, and we will work with the customer during every step of the process. Government agencies, public and private schools/colleges, tribal government, and nonprofit organizations have relied on Kohler over the last 100 years. We are a turnkey solutions provider that can engineer, procure, and integrate power systems. From first contact through planning, project execution to maintenance, Kohler provides you with complete end-to-end support. Our dedicated project team assesses your project scope, requirements, and challenges, and supplies full support and transparency throughout every stage of the project. By working closely with you, we ensure that your project is equipped with reliable, custom-designed power systems tailored to your specifications and budget.
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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 *	
46	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty covers all products, parts, and labor. We offer warranties ranging from 1 year up to 10 years. For more information on warranty, please see the attachments under the warranty information. The ZIP file attached "Warranty Policy and Procedures" has all relevant warranty info. TP5180 – Warranty Policies and Procedures TP5374- Stationery and Prime Power Warranty TP5820- Warranty Program Features TP6170- Industrial Trailer Mounted	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, warranties are available ranging from 1-year/2000 hours, whichever occurs first through optional 10-year warranties. Per EPA (Environmental Protection Agency) laws Stationary Emergency Power Systems can only be operated while a reliability utility is out of specification plus up to 100 hours/year for maintenance and readiness testing. For Stationary Non-Emergency and mobile diesel powered (CI) units EPA T4 Certification is required, or EPA certified (SI) Gas engines need to be used. These restrictions do not necessarily affect the warranty but misuse/application of EPA law is illegal. Start-up must be performed by Kohler Distributor, Dealer or Authorized Representative within 24 months of shipment. For more detailed information, please see the ZIP file attached in the warranty information section. Please see TP5374 mentioned in previous response, as well as TP5820 "Industrial Generator Set Limited Warranties" that provides more details on the various warranty options.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the standard warranty includes up to 150-, 200- or 300-miles round trip with travel time included depending upon the product category and covers the expenses of technicians travel time and mileage to perform warranty repairs. The ZIP file mentioned previously has all relevant information.	*
49	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?	We have service available in all regions supported by the Kohler service team and distributor service network. Sourcewell entities will be provided service for warranty repair from our distributor network supported by the Kohler service team at the factory. The local distributor in the Sourcewell entity's location will be the primary point of contact for service issues, and if any issues arise the dedicated Sourcewell account team from Kohler is there to help available 24/7/365.	*
50	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?	Everything included in the Kohler proposal is covered by a Kohler warranty as Kohler is the manufacturer of these parts. There are no third-party items included in the Kohler proposal. If other items are negotiated between the Sourcewell member and local Kohler distributor, warranty on those items will be by other coverage not applicable in this agreement/proposal.	*
51	What are your proposed exchange and return programs and policies?	Exchange program is explained in the Kohler warranty statement, at the discretion of Kohler Co., defective product will be repaired or replaced. Due to the size and customization of each product for a specific application, returns are treated the same. Typically, damaged, or defective product is promptly repaired in the field at site by the local Kohler distributor and if needed with factory help. Please refer to the attached ZIP file in the warranty section for detailed information.	*
52	Describe any service contract options for the items included in your proposal.	Kohler distributors provide and renew service contracts every day for Kohler Power Systems products. Contracts are tailored to meet customer needs/budgets such as annual, semi-annual, or quarterly visits. Some also include annual load bank testing, fuel polishing and fuel delivery services unique to each customer. Kohler is offering a 5% discount on these services to Sourcewell members discussed later in the proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Traditional payment terms are net 30. POs will come from Sourcewell members to the local Kohler distributor, and as such the terms will be detailed on each quote/order. Kohler and its authorized distributors understand that terms can vary from project to project depending on scope of work and can be flexible to support end user requirements.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Kohler does not offer such programs; however, Kohler distributors may be able to assist Sourcewell members with leasing or financing options depending on the scope of work under the services category of products offered.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have a standard process and template that we use to ensure that Sourcewell members receive the correct discount, and that the administrative fee is captured. Attached is a sample of the Sourcewell pricing template that we provide to our distributors. The pricing template contains the Sourcewell contract number, logo, and discount clearly highlighted to the customer. You can see the Sourcewell contract number at the top of the document. All documentation is provided to Sourcewell members through our distribution network who provide their own unique documents to the Sourcewell members. Please see, "Blank Sourcewell Copy Template" for an example.
56	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?	Sourcewell orders are fulfilled through our distributor network. Our authorized network of distributors can accept p-cards or credit cards as a form of payment, with an average transaction fee of 2% to the customer.

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 described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	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.	To ensure Sourcewell members can easily procure products at competitive discounts, Kohler is offering a simplified discount model that will be easily understood by the Sourcewell member. Due to the customizable nature of the products involved, Kohler is providing a discount off the configured list price. Freight, start-up, training, and maintenance agreements will be considered services. The discounts offered to Sourcewell members are better than what is widely available to non-members. Kohler does have the ability to offer additional discounts on a case-by-case basis to Sourcewell members. We are offering the following discount percentages off configured list price: -30% for gaseous generator products -32% for diesel generator products -30% for industrial ATS (automatic transfer switch) -30% for residential products -5% off list price for services The attached document titled, "Kohler Sourcewell Pricing 2022" holds further details on the products and services offered.

58	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.	The product pricing that Kohler is proposing is a discount off "configured list price" due to the customizable nature of the products offered in this proposal. The discount off configured list price will be taken off the final bill of material once configured by the Kohler distributor and confirmed by the Kohler account manager following the proposed discount structure below. For services Kohler is proposing a 5% discount off list price. -30% for gaseous generator products -32% for diesel generator products -30% for industrial ATS (automatic transfer switch) -30% for residential products -5% for services The attached document titled, "Kohler Sourcewell Pricing 2022" holds further details on the products and services offered.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	These discounts and rebates are considered on a case-by-case basis because in Kohler's experience most projects typically involve just one electrical power system. In cases where multiple systems are quoted/purchased at the same time, Kohler will review the opportunity and give a one-time consideration to provide an extra discount to the customer. If multiple units are purchased Kohler can consolidate freight to minimize cost for the end user. Rebate programs are not typical in this product line/industry as most customers purchase one or less electric power systems per year, however if larger volumes are purchased, we will review a volume discount on a case-by-case basis.	*
60	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.	Sourced, open market, or nonstandard options will be priced and fulfilled by the local Kohler authorized distributor per the Sourcewell discount schedule off list price at a 5% discount to Sourcewell customers. Some of these items can include fuel, storage tanks, testing/permits, service contracts, rental equipment, and parts.	*
61	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.	Kohler does not automatically include freight costs at time of bid. Sourcewell members can request a Kohler preferred carrier freight quote through their distributor if they wish. If Sourcewell members can obtain freight at a lower rate, Kohler will mark the order as customer pick-up, FOB origin. Installation is performed by others due to coordination involving 3rd parties (i.e., architect, engineers, general contractors, and sub-contractors) to ensure building codes and inspections are met. Installation, supervision, start-up, and training will be quoted by the Kohler distributor and listed as separate line items as a service aligned with the 5% discount proposed.	*
62	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 is quoted FOB Sheboygan, WI, 53083. Freight cost is determined by the size of the equipment and the shipping method required. The smaller product can be shipped by LTL (Less Than Truckload), whereas larger product requires specialized trailers such as drop deck, double drop, and low-boys, and can even require multiple trucks. Kohler is not involved in the arrangement of on-site delivery and off-loading. That is arranged through Kohler's authorized distributor, Sourcewell member, and necessary onsite personnel. If special equipment is required for installation, like cranes, quotes will need to be obtained through a 3rd party.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, or any offshore deliveries that require multiple-stage shipments and are quoted FOB Kohler. The first leg of the shipment is handled the same as if it were delivered to a site in the continental United States. The difference is that the first destination will be to a port on the coast where the equipment will be loaded onto a barge then shipped via ocean to its second destination. Canadian shipments will follow the same process as shipping to the lower 48 states. Special guidelines are followed by truckers when traveling over ice roads in northern territories to ensure the safety of equipment and driver. Whenever product leaves the United States proper export and import documents are maintained by Kohler's international traffic team to ensure smooth crossing at the border. Kohler can help in coordinating export packaging, if necessary, through a third party.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Two unique delivery methods that Kohler offers are the preferred carrier program for generators 700kW+ and split shipments. Through the preferred carrier program, Sourcewell members can capitalize on Kohler's partnership with local carriers. This benefit offers lower freight rates and peace of mind in knowing that equipment is being moved by the best in the industry. Split shipments are available when some equipment, like an Automatic Transfer Switch, is needed on site before the generator so that certain on-site construction can continue.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	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 *
66	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Kohler uses an SAP based business system and extends this system to all distributors. All quotes, purchases, and deliveries are made via this system, which makes monitoring activity seamless. We perform monthly, quarterly, and annual reports through this system to ensure Sourcewell entities receive the proper pricing, and correctly report all sales through the contract each quarter. Kohler has developed a dedicated dashboard within PowerBI to Sourcewell quotes and orders/sales providing visibility to all Sourcewell related activity. All Sourcewell quotes are verified by Kohler personnel prior to being sent to the customer to ensure that all terms and conditions are properly followed.
67	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.	Kohler currently tracks all Sourcewell related activity in a dedicated PowerBI dashboard that shows all quote and order activity. We have visibility to all quotes and orders received as well as shipments. These metrics can be filtered down by each distributor and are presented at monthly meetings with each distributor to track and measure performance. Our data analytics group continues to make improvements to the dashboard, and it has visibility to all levels of the organization. Utilizing this dashboard, we can drill down from high level quote/order activity to the specific job that was quoted allowing us to measure contract success. A representative sample of internal metrics we have found as good indicators are the following: - Number of opportunities identified - Quote Net (\$) - Order Net (\$) - Win rate % - Repeat customers - Number of new customers Kohler is open to tracking additional metrics as suggested by Sourcewell in the future as part of a collaborative process together.
68	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.)	Kohler is proposing the same general administrative fee which led to more than \$15M in sales over the term of the contract; not including the \$8M year to date in Sourcewell orders we have received this year. We expect even greater results in the next contract as our partnership with Sourcewell continues to grow and evolve. Kohler proposes a 2% fee of Kohler FOB net invoice price on equipment, which will exclude services, "open market", or "nonstandard items" such as freight, start-up, services, maintenance agreements, and training. Kohler will offer the customer a 5% discount on these items, but requests this to be excluded from the administration fee. For single projects exceeding \$2,000,000 (\$2M), Kohler will increase the administrative fee to 3% for that order. If Kohler coordinated Pre-Pay and Add freight is used, it will be treated as a service and not included in the administration fee. The discount will be limited to Kohler FOB bill of material and will exclude open market or nonstandard options that may be supplied by others.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you	We offer a full line of diesel and natural gas generators, which include mobile generators with trailers. We also offer the necessary equipment to supplement

are offering in your proposal.

generator purchases including Automatic Transfer Switches (ATS), switchgear, paralleling equipment, and microgrid solutions.

Our distributor network can also offer a variety of services, custom enclosures, fuel tanks, automatic transfer switches, and much more. To further enhance the Sourcewell members' experience and product offerings, our distributor network can supply rental equipment across the United States and Canada. A detailed description of Kohler's offerings is listed below.

Industrial Generators: We offer diesel generators ranging from 7 to 4,000kW, which is the largest standby generator on the market today. Our gaseous generators range from 25kW to 10,000kW and can be paralleled for a total of 100MW of power. The Kohler KD Series engines supply unparalleled power density and exceptional fuel economy. Think about the most important places in the world: hospitals, airports, data centers, water treatment plants, etc. Those are the places we protect. The ones that absolutely must have power—no matter what. And with diesel generators ranging from 7 to 4,000 kW, there are no jobs too small, no buildings too big. Kohler diesel generators are available EPA-certified. You can customize them any way you like with a variety of accessories. Our EPA-Certified Tier 4 final generators are the simplest tier 4 generators on the market and are trusted to supply power to critical infrastructure.

Residential Generators: Our standby and portable generators protect sensitive electronics from power surges and outages available in natural or LP (Liquid Propane). We also offer compatible automatic transfer switches that monitor the electricity coming from the utility, and when needed signal the generator to start within seconds. Our standby generators range from 6kW to 150kW, and our portable generators range from 1.8kW to 9kW. The smallest 1.8kW portable generator is solar powered and can generator 1440 watts of continuous power.

Mobile Generators: Our mobile generators range from 30kW to 175kW and are Tier 4 EPA-emission-certified for nonroad use with 110% containment of fuel, oil, and coolant. They are designed to be easy on the environment and have no DPF (diesel particulate filter) for a smaller overall footprint without DPF maintenance. Cooled exhaust gas recirculation (EGR) helps achieve the industry's toughest emissions standards. Ultraefficient performance provides savings for our customers. Tier 4 Final engines with lower operating costs give you heavy-duty power for any demanding application. Some of the standard features are:

- Trailer mounted
- Three-position selector switch: 277/480 V 3 Ph, 120/208 V 3 Ph, 120/240 V 1 Ph
- Two-way fuel valve easily switches from onboard to external fuel source
- Convenience receptacles: two 120 V, 15 A duplex outlets; and three 250 V, 50 A outlets
- Cold-weather package including block heater and battery heater
- Kohler Decision-Maker 3500 digital controller features user-friendly displays and keypad functions, plus advanced network communications for remote system monitoring and diagnostics

Automatic Transfer Switches (ATS): We offer customizable transfer switches ranging from 30 to 4,000 amps that are available in standard, bypass-isolation, and serve-entrance configurations. Our ATS products can be open, closed, and programmed transition with either breaker based or contractor-based configurations. When the grid fails, power is transferred to the standby system. And then it is back to business as usual.

Paralleling Switchgear: Whether your needs are for emergency, prime power, interruptible rate, or peak shaving applications, Kohler has the switchgear to back them all up. When it is time to spec, our team will take care of you every step of the way—from concept to startup. And we will engineer custom switchgear to meet your needs.

Kohler Power Reserve: For homes and businesses with solar panels, Power Reserve stores the solar energy gathered throughout the day and reserves that energy for use whenever you want it. The power reserve is compatible with any solar panel installation and can provide up to 7.6kW of continuous power. The system stores excess solar energy throughout the day and then uses that energy to power your home or business at night. We also have a 5kWh battery expansion available that can be added to the system.

Other services including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service, and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services will be provided by Kohler's distributor network at a 5% discount to Sourcewell customers.

Not to be confused for portable/towable generators that Kohler does provide, Kohler

		does not supply Ground Power Units. Please see the following attachments for more detail on specific products: - G125-18, Brochure, Full Line Industrial - G12458, Brochure, Standby and Portable Full Line - G12-429, Brochure, Consumer, Res/Commercial	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Products, which include gaseous, diesel, industrial ATS, and residential -Services	*

Table 148: 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	
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	☒ Yes ☐ No	Please note that Ground Power Units are not being proposed in this proposal, Kohler does not manufacture Ground Power Units.	*
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	☒ Yes ☐ No	Kohler is offering Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools as part of this proposal.	*
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	☒ Yes ☐ No	Kohler is offering these services through our distributor network at a 5% discount to Sourcwell members.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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."

- [Pricing](#) - Kohler Sourcewell Pricing 2022.pdf - Friday September 16, 2022 09:02:51
- [Financial Strength and Stability](#) - Financial Information.zip - Wednesday September 14, 2022 11:54:23
- [Marketing Plan/Samples](#) - Marketing Plan Examples.zip - Wednesday September 14, 2022 11:55:17
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Policy and Procedures - Kohler ZIP.zip - Friday September 09, 2022 12:38:19
- [Standard Transaction Document Samples](#) - Blank Sourcewell Copy Template 4.4.2022.docx - Wednesday September 14, 2022 11:55:54
- [Upload Additional Document](#) - Additional Documents - References, Spec Sheets, Etc..zip - Wednesday September 14, 2022 11:59:49

Addenda, Terms and Conditions

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. - Sean Kenefick, Vice President, Sales, Kohler Co.

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_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	☒	1
Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	☒	1
Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	☒	1
Addendum_1_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	☒	1

ASSIGNMENT OF AND AMENDMENT TO CONTRACT # 092222-KOH

THIS ASSIGNMENT AGREEMENT is effective upon the date of the last signature below, and is by and among **Sourcewell; Kohler Power Systems**, N7650 Lakeshore Dr., Sheboygan, WI 53083 (**Kohler**); and **Discovery Energy, LLC**, 200 Twin Oaks Rd, Kohler, WI 53044 (**Supplier**).

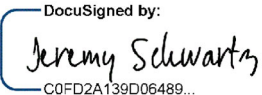
Sourcewell awarded a contract to Kohler to provide Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services for use by Sourcewell and its Participating Entities, effective November 23, 2022, through November 22, 2026 (Contract).

Kohler wishes to assign the Contract to Supplier; and the assignment provision of the Contract requires assignment only upon written consent of Sourcewell.

1. Kohler wishes to assign to Supplier all of Kohler's rights, responsibilities, and other provisions set forth in the Contract, Sourcewell Contract Number 092222-KOH.
2. Supplier has obtained a copy of the Contract from Kohler, and certifies it will comply with the terms of the Contract as executed Kohler and Sourcewell, except as amended below. The parties agree this assignment is unconditional and without recourse.
3. Kohler and Supplier jointly and severally represent and warrant to Sourcewell that:
 - a. Kohler is not in default of any of its obligations under the Contract;
 - b. Supplier is ready, willing, and able to perform all of the obligations and responsibilities of the Contract;
 - c. Kohler and Supplier request consent from Sourcewell to this assignment; and
 - d. Supplier accepts assignment of the provisions of the Contract.
4. In consideration for the above, Sourcewell consents to the assignment.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By:  _____
C0FD2A139D06489...

Jeremy Schwartz, Director of Operations/CPO

Date: 4/12/2024 | 11:01 AM CDT

Kohler, LLC

By:  _____

Title: Vice President – Power Solutions

Date: Apr 11, 2024

Discovery Energy, LLC

By:  _____

Title: Vice President – Power Solutions

Date: Apr 11, 2024



RFP #092222
REQUEST FOR PROPOSALS
for
Electrical Energy Power Generation Equipment with Related
Parts, Supplies, and Services

Proposal Due Date: September 22, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	August 4, 2022
Pre-proposal Conference:	August 30, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	September 14, 2022, 4:30 p.m., Central Time
Proposal Due Date:	September 22, 2022, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 22, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit 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 (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers 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 suppliers' 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 entities¹;
- 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;
- Indigenous self-governing bodies

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- 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, 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 Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. 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, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

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 Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services, including, but not limited to:

- a. Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators;
- b. Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools;
- c. Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services.

2. The primary focus of this solicitation is on electrical energy power generation equipment. Proposers may include related parts, accessories, or services, as described in 1. b. and 1. c. to the extent that these solutions are complementary to the power generation solutions being offered in 1. a. Proposers may include no more than a complementary or incidental offering from renewable energy sources such as wind, solar and microgrid solutions. This solicitation should NOT be construed to include “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. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP ##040319)
- b. Portable Construction Equipment with Related Accessories and Attachments (RFP #041719)
- c. Equipment Rental with Related Services (RFP#062320)
- d. Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services (RFP #091422)

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-only 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 suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer 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. Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products, and used or refurbished equipment, 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 years, with an optional one-year extension that 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 \$80 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. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. 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.
5. 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.
6. 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 proposer'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 Sourcwell, 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 not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, 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 awarded a contract are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell 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 Sourcwell (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 template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

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 supplier 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 in the Solicitation Schedule for 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

All 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 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement 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 Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained 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 proposers 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 its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring 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 (a copy is 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

Rev. 3/2022

Sourcewell RFP #092222
Electrical Energy Power Generation Equipment with
Related Parts, Supplies, and Services
Page 11

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. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, 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 allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; 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 may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

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.



8/10/2022

Addendum No. 1

Solicitation Number: RFP 092222

Solicitation Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In the RFP Questionnaire, Table 1, Question 2 – “Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.” If distributors are involved in the process, is Sourcewell asking to list all distributors or is this strictly at the OEM level?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and identify those of its subsidiary entities whose equipment, products, or services are included in the Proposal (if any).

End of Addendum

Acknowledgement of this Addendum to RFP 092222 posted to the Sourcewell Procurement Portal on 8/10/2022, is required at the time of proposal submittal.



8/30/2022

Addendum No. 2

Solicitation Number: RFP 092222

Solicitation Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Who is the incumbent for this contract? Can we review the previous winning bid?

Answer 1:

Each Sourcewell solicitation represents a separate and distinct opportunity. For examples of current Sourcewell-awarded contracts, navigate to the page on the Sourcewell website at the following address: <https://www.sourcewell-mn.gov/contract-search> and enter the relevant search term. A currently active contract offering similar solutions is #120617.

End of Addendum

Acknowledgement of this Addendum to RFP 092222 posted to the Sourcewell Procurement Portal on 8/30/2022, is required at the time of proposal submittal.



9/06/2022

Addendum No. 3

Solicitation Number: RFP 092222

Solicitation Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will a list of registered plan takers be provided to all plan takers at any point in this RFP process?

Answer 1:

A list of plan takers will not be provided as part of the solicitation process.

Question 2:

Can you clarify what is acceptable for financial stability besides releasing full financial documents.

Answer 2:

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/success to Sourcewell. Examples of potential supporting material are identified in the text of the question on financial strength and stability in Table 2, "Company Information and Financial Strength," in Step 1 of the proposal preparation process. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 092222 posted to the Sourcewell Procurement Portal on 9/06/2022, is required at the time of proposal submittal.



9/09/2022

Addendum No. 4

Solicitation Number: RFP 092222

Solicitation Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We provide solar electrical power generation equipment and services. Will you confirm whether we may respond to this solicitation?

Answer 1:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings.

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 092222 posted to the Sourcewell Procurement Portal on 9/09/2022, is required at the time of proposal submittal.



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

This document printed
Thursday, 08/04/2022

Contracting Opportunity

Title: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 092222

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 08/04/2022

Due Date/Time: 09/22/2022 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Utilities & Green Energies - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Caterpillar, Inc.

Cummins

Kohler

Contact Information

Primary 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
rfp@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
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

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AFFIDAVIT OF PUBLICATION



DJC OREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** 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

**ELECTRICAL ENERGY POWER GENERATION EQUIPMENT WITH RELATED PARTS, SUPPLIES, AND SERV
Sourcewell; Bid Location Staples, MN, Todd County; Due 09/22/2022 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:

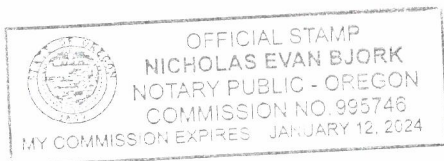
8/5/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 5th DAY OF August, 2022

Michelle Ropp

Notary Public-State of Oregon



Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12144194
Client Reference No:

EXHIBIT A

SOURCEWELL ELECTRICAL ENERGY POWER GENERATION EQUIPMENT WITH RELATED PARTS, SUPPLIES, AND SERVICES

**Proposals due 4:30 pm,
September 22, 2022**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Aug. 5, 2022. 12144194

PROOF OF PUBLICATION

Carol Jackson
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

08/04/2022, 08/11/2022

and that the fees charged are legal.
Sworn to and subscribed before on 08/11/2022

Martine Verhagen
Legal Clerk

Vicky Felty
Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$48.30

Order No: 7603251

of Copies:

Customer No: 727698

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services** 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

VICKY FELTY
Notary Public
State of Wisconsin

From: [The Legals Adportal](#)
To: [Carol Jackson](#)
Subject: Thank you for placing your order with us IPL0083829
Date: Monday, August 1, 2022 8:28:23 AM

EXTERNAL

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records. This transaction will show up on your credit card statement as McClatchy.

Job Details

Order Number: **IPL0083829**
Classification: [Legals & Public Notices](#)
Package: [COL - Legal Ads](#)
Order Cost: **\$137.40**

Account Details

SOURCEWELL IP
PO BOX 219
STAPLES, MN ♦ 56479
218-894-1930
carol.jackson@sourcewell-mn.gov
SOURCEWELL

Schedule for ad number IPL00838290

Thu Aug 4, 2022

The State (Columbia) *All Zones*

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services** 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

W000000000

Publication Dates

Analysis

Continued from Page 4C

ties of this year,” Elias said. “We have a shot at a wild card right now. But it is not a probability that we’re going to win a wild card.”

LOSER: Chicago White Sox

This is the most underachieving team in baseball, sitting in third place in the AL Central.

They picked up Diekman from the Boston Red Sox, couldn’t stomach the prices for starting pitchers or sluggers on the market, and stopped dealing.

“We’re disappointed that we weren’t able to do more to try to improve this club,” GM Rick Hahn said. “Anyone out there feeling a level of frustration and disappointment, I’m right there with you.”

Just imagine the uproar in Chicago if they don’t make the playoffs.

“We’ve lost a little bit of our swagger,” Hahn said. “I’d like to see that come back.”

LOSER: Chicago Cubs

Remember that emotional scene when the Cubs gave All-Star catcher Willson Contreras a standing ovation, with Contreras crying in the arms of teammate Ian Happ, thanking the Cubs for all the memories?

Well, it turned out to be nothing more than a dress rehearsal.

Contreras is back. So is Happ.

The only players to leave were relievers David Robertson to the Phillies and Mychal Givens to the Mets. That was it.

Cubs President Jed Hoyer put a high price tag on Contreras and Happ, and when no one blinked, Hoyer decided to simply keep them. Happ still is under club control for another year, but Contreras is a free agent and won’t be returning.

So all they get back for Contreras, the best position player on the market not named Juan Soto, is a draft pick when they make him a qualifying offer.



Twins outfielder Byron Buxton was a first-time All-Star in 2022. ORLANDO RAMIREZ/USA TODAY SPORTS

“We were willing to listen if someone gave us a piece that could really help our future,” Hoyer said. “We never crossed that threshold. Willson is a really valuable player. He’s been a great Cub for six years now and we never got to that place where we felt comfortable making a deal.”

LOSER: San Francisco Giants

The Giants are 37-44 since the start of May, and it looked like they were going to start a fire sale with the trade of power hitter Darin Ruff to the Mets, and then dumping injured catcher Curt Casalli to the Mariners, injured reliever Trevor Rosenthal to the Brewers and injured starter Matt Boyd to the Mariners. And stopped.

They listened to offers for All-Star starter Carlos Rodon and All-Star outfielder Joc Pederson but never budged.

They remain in no-man’s land. They’re not in the race, not out of the race, and just hangin’ around, 4 ½ games out of a wild-card berth.

“We’re always kind of juggling the present and the future,” team President Farhan Zaidi said. “There’s a lot of moti-

vation to finish the year strong. And if we do, we have a chance to be a dangerous team. ...

“I don’t see it as mixed message. We think we can compete with the guys we have so we think we’re very much in the race.”

LOSER: Milwaukee Brewers

You know it’s a bad sign when the Brewers issue a lengthy statement on their social media account trying to calm their fan base on why they traded four-time All-Star closer Hader.

“Today’s trade is about doing everything we can as an organization to continue our mission and our goal of giving our team as many bites at the apple as we possibly can,” Brewers president of baseball operations David Stearns said.

“To sustain competitiveness and to avoid some of the down cycles that we’ve seen throughout baseball in the not-too-distant past. As we look around the industry, teams that have been able to sustain consistent competitiveness, get into the playoffs, compete for the playoffs every single year – these are

teams that at times have to make very difficult decisions.”

The Brewers have All-Star setup man Devin Williams to replace Hader as the closer. He has gone 30 appearances without giving up a run, yielding a .115 batting average with 47 strikeouts in 28 ⅔ innings.

Yet he made it clear to reporters that Hader should still be around.

Surprised by the trade?

“You could say that,” Williams said. “Lots of things that don’t really make sense, you know. I don’t know.

“I want to win. That’s the biggest thing to me. I don’t really have much to say about it.”

Sorry, getting late-inning reliever Trevor Rogers from San Diego, Matt Bush from the Texas Rangers and Trevor Rosenthal from the Giants hardly soothed his feelings.

LOSER: Boston Red Sox

You try to figure these guys out.

Are they in? Are they out? What in the world are they doing?

They traded catcher Christian Vazquez along with veteran reliever Diekman, but then turned around and acquired outfielder Tommy Pham from the Reds, spending \$4.1 million on his salary and player option.

Pham, who played for Red Sox GM Chaim Bloom, seemed like the natural replacement for J.D. Martinez. Only Martinez didn’t go anywhere after trade talks with the Dodgers died.

Starter Nate Eovaldi, who would have been a great trade chip to land more prospects, stayed put.

And when Eric Hosmer vetoed his trade to the Nationals, the Red Sox stepped in and grabbed him, with the Padres paying the remainder of his \$44 million owed the next three years.

“When you get into a deadline period,” Bloom said, “you never know exactly what it will bring. ... Simply put, we do think we have a chance to make a run.

“When we have a shot, even when it’s not the shot we anticipated in April, we should take it.”

You’re not the only one confused after hearing that.

Playoff rankings: Padres face a steep climb in NL

Gabe Lacques
USA TODAY

They’ve opened up the Major League Baseball playoffs to 12 teams, yet it may be harder than ever to navigate.

A handful of teams found themselves well-equipped to attack October after major trade-deadline acquisitions. But their paths to glory may be blocked.

Did your team win baseball’s trade deadline, or at least try? If so, congrats. It also won’t mean much when the playoffs arrive and Commissioner Rob Manfred’s bracket shootout becomes reality.

With that, in the wake of Tuesday’s trade deadline, we take a look at the top eight clubs poised to win it all, a ranking based as much on path as it is talent:

1. Astros

You gotta get there to win it and nobody does that better than the Astros, who have reached five straight American League championship series and last year came two wins shy of a World Series title. This time, they’ll have ace Justin Verlander in tow, and it’s hard to argue anyone in the AL is throwing the ball better than the 39-year-old with a majors-best 1.81 ERA. They can stack the now playoff-hardened Framber Valdez, Luis Garcia and Jose Urquidy behind him – all after coasting to a division title and first-round bye.

2. Dodgers

They’re merely 22-5 since June 1 go-



The Astros’ Justin Verlander is in Cy Young form with an MLB-best 1.81 ERA. THOMAS SHEA/USA TODAY SPORTS

ing into Wednesday, administering knockout blows to opposing pitchers before many fans have taken their seats. A fearsome 1-2-3 in any combo – pull Mookie Betts, Freddie Freeman and Trea Turner’s names out of a hat and go from there – is backed up by suddenly fearsome cleanup hitter Will Smith, who has a .821 OPS and a .906 mark in his last 35 games. The pitching is something of an adventure but the tonnage of arms will clear a path to the World Series, one way or another.

3. Yankees

Not sold on Frankie Montas as the

man to slay their longtime tormentors in Houston, but New York will coast to the AL East title and hold a significant advantage over their wild-card survivor. We’re left to trust they know something about Jordan Montgomery that we don’t, but his trade does make you wonder if they’re again too smart by half.

4. Blue Jays

Bold pick here, but it’s largely based on a 1-2 punch of Alek Manoah and Kevin Gausman that could make for a painless trip through the wild-card round, particularly if the Jays hold on for the right to host the best-of-three at Rogers Centre. A streaky team that will be volatile but fun in October.

5. Mets

Jacob de Grom is back, perhaps just in time for a natural ramp-up to join Max Scherzer as the problematic pitching duo Steve Cohen envisioned when he paid Scherzer \$43.3 million to pair with de Grom. Stubbornly, the Mets haven’t yielded the NL East lead to Atlanta since April 12, in part because they are so well put together in every facet. Envisioning a long-awaited Queens star turn for shortstop Francisco Lindor.

6. Braves

They’re way low here, and feel free to bump them up to No. 3 if you believe they’ll win the NL East. At this point, we’re not going to doubt whether Austin

Riley can carry the offense through a hot summer and challenging autumn, but he will need help. Ronald Acuna Jr., whose extra-base hit percentage has dropped from 12% to 6%, would greatly aid the cause should he regain his MVP-quality form.

7. Mariners

They made arguably the best trade-deadline pickup – and paid a decent price for it – in adding Luis Castillo to front the rotation. But questions dog the club, most notably if rookies Logan Gilbert and Julio Rodriguez stay healthy and avoid hitting the figurative wall and whether high-priced lefty Robbie Ray will resemble the shutdown guy they paid for and not the inconsistent one with a 4.11 ERA. Too many potholes to get through three series.

8. Padres

Juan Soto might be the greatest deadline pickup in history – or at least since the invention of MLB Trade Rumors. But the NL is a doggone snake pit and the Padres, trailing the Dodgers by 11 ½ games, aren’t winning the division. Those hitters? They face a steep mountain with Scherzer and de Grom, Max Fried and Kyle Wright, Clayton Kershaw and the Dodgers machine all plotting against them. Those pitchers? Yu Darvish and Joe Musgrove are a nice combo, but running a table of Braves-Mets-Dodgers, say, will expose the staff’s overall depth.

MARKETPLACE TODAY

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES PUBLIC NOTICE Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, at 4:30pm Central Time, and late proposals will not be considered.	PUBLIC NOTICE The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories: • 220801 Online Auction Systems and/or Auctioneer Services • 220802 Academic and Educational Goods and Services Proposals are due and will be opened on September 16, 2022 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions. GET NOTICED! Advertise in USA TODAY's Marketplace! Call:1-800-397-0070	BUSINESS FINANCIAL SERVICES ELIMINATE your overwhelming debt We can help if your total debt is \$10,000 or more! ✓ CREDIT CARD DEBT ✓ MEDICAL DEBT ✓ PERSONAL LOANS 800-825-1306 Avoid bankruptcy today and start over completely debt-free. THE CALL IS FREE.	TRAVEL CAMPGROUNDS  Celebrate 2022 at Boulder Creek Lodge Montana "The Happiest Place in Montana" It is time to plan your 2022 Summer Vacation Think Montana Boulder Creek Lodge in beautiful southwest Montana is located between two mountain ranges that make up the Northern Rocky Mountains. Located 11 miles north of Philipsburg, Mt or midway between Glacier National Forest and Yellowstone. During your visit plan on fishing, sapphire mining, visiting ghost towns, and visiting a famous candy store. Destinations within a short drive of the resort: Philipsburg, Butte, Deer Lodge, Anaconda, Missoula, and Helena, Montana. Resort features: Cabins, Glamping Tipsis and Conestoga Wagon, RV Park, restaurant and free strong wifi. Boulder Creek Lodge Montana Call 406-859-3190 www.bouldercreeklodgemontana.com 4 Boulder Creek Road, Hall, Montana 59837
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Opportunity Notice

Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services

Category: Goods

This opportunity is now
closed.

[View Bid Package](#)

[View Interested Vendors \(Bidders\)](#)

Opportunity Information

Organization:	Canoe Procurement Group of Canada
Organization Address:	
Reference Number:	AB-2022-04891
Solicitation Number:	AB-2022-04891
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	08/04/2022 01:00:00 PM Alberta Time
Closing (MM/dd/yyyy):	09/22/2022 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy):	08/04/2022 12:30:15 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive
Commodity Codes:	
N6115:	Generators and Generator Sets, Electrical
N6115B:	Generator Set, Diesel Engine
N6115F:	Generators, Electrical

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:

Bid Type:

Bid Number:

Bid Name:

Bid Status:

Bid Closing Date:

Question Deadline:

Electronic Auctions:

Language for Bid Submissions:

Submission Type:

Submission Address:

Public Opening:

Description:

Goods

RFP - General

RFP 092222

Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Closed

Thu Sep 22, 2022 4:30:00 PM (CDT)

Wed Sep 14, 2022 4:30:00 PM (CDT)

Not Applicable

English unless specified in the bid document

Online Submissions Only

Online Submissions Only

No

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services** 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://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **September 22, 2022, at 4:30 p.m. Central Time**, and late proposals will not be considered.

Bid Document Access:

Categories:

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.

[Show Categories \[+\]](#)

Register for this Bid

Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Tuesday August 30, 2022 10:00 AM (CDT)	No	

Documents			
File Name		Pages	
RFP_092222_Electrical_Energy_Power_Generation Wednesday July 27, 2022 07:53 AM		13	Download
RFP_092222_Electrical_Energy_Power_Generation_Contract_Template Friday July 22, 2022 10:26 AM		18	Download
RFP_092222-Electrical_Energy_Power_Generation_Pre-Proposal_Login_Instructions Friday August 26, 2022 10:25 AM		1	Download
RFP_092222_Electrical_Energy_Power_Generation_Login_Instructions_Updated_090122 Thursday September 1, 2022 12:23 PM		--	Download

**Bid RFP #092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services**[\[Switch to Vendor View\]](#)Bid Type **RFP**Bid Number **092222**Title **Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services**Start Date **Aug 4, 2022 8:11:13 AM CDT**End Date **Sep 22, 2022 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 unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid ConferenceDate **Aug 30, 2022 10:00:00 AM CDT**Location **Online Conference**Notes **Login information will be emailed two business days prior to the event.****Documents**

No Documents for this bid



Register

PENDING

Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

This RFP is now closed.



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	092222
Solicitation Name	Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services	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	092222 Electrical Energy Power Generation Equipment
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Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$200,000,000.00
Publish Date	08/04/2022	Closing Date & Time	09/22/2022 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Energy/ Fuel/ Chemical	
Energy Products/ Services/ Management	Hydro, Batteries, Transformers, Consulting, Maintenance Services/Equipment For Renewable Energy, Generators, Booster pumps, Vending Miser, Energy Efficient Products (Fabricated Steel Crossarms, Energy Audit, Solar Energy, Photovoltaic etc.



Solicitation Overview



Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

092222

Closing Date: 09/22/2022 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD)	\$200,000,000.00 (Not shown to suppliers)
Reference Number	0000229581
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	092222
Title	Electrical Energy Power Generation Equipment with Related Parts, Supplies, Svcs
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Duration:4 years
Description	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2022/08/04 09:06:40 AM EDT
Question Acceptance Deadline	2022/09/14 05:30:00 PM EDT
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2022/09/22 05:30:00 PM EDT

Prebid Conference 2022/08/30 11:00:00 AM EDT

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2022/08/30 11:00:00 AM EDT
Location	Online Conference
Event Note	Login information will be emailed two business days prior to the 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 Category (1)	
C	Construction Construction
515	Special trade construction work Special trade construction work
5150BK	POWER GENERATION POWER GENERATION
MERX Category (1)	
G	Goods Goods
G10	Electrical and Electronics Electrical and Electronics
UNSPSC Category (1)	
26000000	Power Generation and Distribution Machinery and Accessories
26110000	Batteries and generators and kinetic power transmission
26111600	Power generators



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #092222
Entitled

**Electrical Energy Power Generation Equipment with Related
Parts, Supplies, and Services**

The following advertisement was placed August 4, 2022 on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, USA Today, South Carolina's *The State*, August 5, 2022 in Oregon's *Daily Journal of Commerce*, and on August 4 and August 11, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services 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 September 22, 2022, 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:

Air Unlimited, Inc.	Merryman-Farr, LLC
Alco Building Solutions	Nebraska Generator Service, LLC
All Phase Contracting, Inc.	Pioneer Power Mobility
Alliance North America, Inc.	Power Conditioning Computer Services, Inc.
Apeiron Energy, Inc.	Power Technique North America, LLC
Caterpillar Inc.	PowerSecure, Inc.
Construction Industry Center	Prairie Fibre-Optic Group, Inc.
Construction Reporter	Prime Vendor, Inc.
Cummins Inc.	Pro-Tech Power Sales
DD DANNAR, LLC	PWXPress
Duke Electric (1977), Ltd.	Reelstrong, LLC
Electric Power Systems International, Inc.	Regina Construction Association

Facility Improvement Corp.	Rolls-Royce Solutions America, Inc. (MTU Americas, Inc.)
Fermata, LLC	Siemens Industry, Inc.
Finning International, Inc.	supplyFORCE
ForeFront Power, LLC	Taylor Power Systems, Inc.
Generac Power Systems Inc.	The X-Group of Companies (Turbine X Energy, Inc.)
Genie Retail Energy	UNITED RENTALS (NORTH AMERICA), INC.
GovZERO	Valor Holdings, LLC
IM Supply Company	Veteran Electrical Supply
In-Charge Energy, Inc.	Volvo Construction Equipment North America
Interstate Power Systems	Warshauer Electric Supply
Kohler Power Systems	WESCO
Lindsay Allison International	Wesco Distribution Canada
Mainspring Energy	X Group of Companies
Melanite Group, Ltd.	

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 September 22, 2022, at 4:31:32 pm CT. Proposals were received from the following:

Caterpillar Inc.
 Cummins Inc.
 DD DANNAR, LLC
 Fermata, LLC
 Generac Power Systems Inc.
 Kohler Power Systems
 MTU Americas, Inc., dba Rolls-Royce Solutions America, Inc.
 PowerSecure, Inc.
 Taylor Power Systems, Inc.
 The X-Group of Companies (Turbine X Energy, Inc.)

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
 James Voelker, CPCM, CFCM, Procurement Lead Analyst
 Brandon Town, CPSM, CPSD, Procurement Analyst
 Craig West, 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.

Caterpillar Inc. offers a full line of turn-key diesel and natural gas generator sets from 20 to 4000 kW, microgrid and battery energy solutions. Caterpillar has an expansive network of 800 dealers across the United States and Canada. They also provide Sourcewell participating entities with an extensive service network of over 20,000

service technicians, 468 locations, over 8,000 service bays and 8,500 field service trucks. Caterpillar’s pricing reflects a range of significant discounts from list pricing.

Cummins Inc. brings a complete line of diesel and natural gas/propane commercial generator products, transfer switches, and related services. Cummins will provide service to Sourcewell participating entities through their 230 branch locations throughout the United States and Canada. Cummins also has 3,400 certified technicians operating throughout North America. Cummins offers a discount from fair market value or typical sales price on equipment, products, and services.

Generac Power Systems Inc. manufactures a comprehensive selection of light towers, stationary, portable, residential, and mobile generators. Their sales staff and distribution network provide coverage throughout the United States and Canada to serve Sourcewell participating entities. Generac offers multiple power source options to include LP vapor, LP liquid, natural gas, well gas, and diesel/Bi-Fuel in their generator solutions. They are offering competitive range of discounts off MSRP by product line.

Kohler Power Systems is offering a full line of turnkey diesel and natural gas generators, Automatic Transfer Switches (ATS), switchgear, paralleling equipment, and microgrid solutions. With an extensive distribution network throughout the United States and Canada, Kohler is well prepared to serve Sourcewell participating entities. Kohler offers participating entities competitive discounts from configured list price.

MTU Americas, Inc., dba Rolls-Royce Solutions America, Inc., has a long history of providing standby, emergency, continuous, prime, diesel, gas, and propane generators and power generation solutions. Their sales and service teams, along with their distributors, are ready to serve Sourcewell participating entities across the United States and Canada. Their standby generator set product line is designed, manufactured, and warranted for an 85% load factor. They are offering Sourcewell participating entities solid pricing discounts.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #092222 to:

Caterpillar Inc.	#092222-CAT
Cummins Inc.	#092222-CMM
Generac Power Systems Inc.	#092222-GNR
Kohler Power Systems	#092222-KOH
MTU Americas, Inc., dba Rolls-Royce Solutions America, Inc.	#092222-RYC

The preceding recommendations were approved on November 17, 2022.

DocuSigned by:

6830543C58384D1...
Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

15F6CCFFA61E4A0...
James Voelker, CPCM, CFCM, Procurement Lead Analyst

Sourcewell

Page 4 of 4

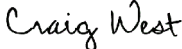
DocuSigned by:



7BCA93CD6377421...

Brandon Town, CPSM, CPSD, Procurement Analyst

DocuSigned by:



7F41572C858B4BA...

Craig West, Procurement Analyst

STATEMENT OF COMPLIANCE

As Executive Director for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #092222 for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted 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:



7E42B8F817A64CC...

Dr. Chad Coquette
Executive Director/CEO



Proposal Opening Record

Date of opening: September 22, 2022

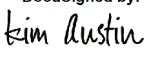
Sourcewell posted Request for Proposal #092222, for the procurement of Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services, on the Sourcewell Procurement Portal [\[portal.sourcewell-mn.gov\]](http://portal.sourcewell-mn.gov) on Thursday, August 4, 2022, and the solicitation remained in an open status within the portal until September 22, 2022, 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 September 22, 2022, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #092222 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.

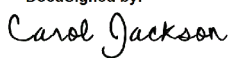
Responses were received from the following:

Caterpillar, Inc. - Submitted 9/22/22 at 11:48:50 AM
 Cummins, Inc. - Submitted 9/22/22 at 8:52:00 AM
 DD DANNAR, LLC - Submitted 9/20/22 at 12:20:58 PM
 Fermata, LLC - Submitted 9/22/22 at 2:42:17 PM
 Generac Power Systems, Inc. - Submitted 9/22/22 at 10:19:18 AM
 Kohler Power Systems - Submitted 9/16/22 at 9:04:00 AM
 PowerSecure, Inc. - Submitted 9/21/22 at 11:54:08 AM
 Rolls-Royce Solutions America, Inc. (MTU Americas, Inc.) - Submitted 9/22/22 at 3:27:52 PM
 Taylor Power Systems, Inc. - Submitted 9/22/22 at 1:56:49 PM
 The X-Group of Companies (Turbine X Energy, Inc.) - Submitted 9/22/22 at 4:19:35 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on September 22, 2022, at 4:31:32 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

 6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

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Carol Jackson, Procurement Analyst



Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services RFP #092222

Possible Points	Caterpillar	Cummins Inc.	DD DANNAR, LLC	Fernata LLC	Generac Power Systems
Conformance to RFP Requirements	50	44	42		44
Pricing	400	315	329	315	338
Financial Viability and Marketplace Success	75	68	64	55	67
Ability to Sell and Deliver Service	100	91	84	72	83
Marketing Plan	50	44	38	43	45
Value Added Attributes	75	67	65	66	65
Warranty	50	43	43	44	43
Depth and Breadth of Offered Equipment, Products, or Services	200	183	178	144	169
Total Points	1,000	855	843	726	864
Rank Order	1	3	7	9	2

Possible Points	Kohler Power Systems	PowerSecure Inc	Roll-Royce Solutions America Inc.	TAYLOR POWER SYSTEMS	The X-Group of companies
Conformance to RFP Requirements	50	44	43	40	36
Pricing	400	305	298	325	220
Financial Viability and Marketplace Success	75	64	62	63	49
Ability to Sell and Deliver Service	100	86	75	82	64
Marketing Plan	50	44	43	36	33
Value Added Attributes	75	66	62	53	51
Warranty	50	44	41	41	39
Depth and Breadth of Offered Equipment, Products, or Services	200	181	167	165	125
Total Points	1,000	834	791	805	617
Rank Order	4	6	5	8	10

DocuSigned by:
Kim Austin
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Brandon Town
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Brandon Town, CPSM, CPSP, Procurement Analyst

DocuSigned by:
Craig West
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Craig West, Procurement Analyst

DocuSigned by:
James Voelker
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James Voelker, CPCU, CFCM, Procurement Lead Analyst

Sourcewell Member Kohler Discounts

Category	Discount off configured list price
Industrial Gas Generators	30%
Industrial Diesel Generators	32%
Industrial ATS	30%
All Residential Products	30%
All Services	5%

Industrial Generators								
Model/Part Number	Short Description	Type	HZ	Phase	Fuel Type	EPA Cert	Cooling	Sourcewell Discount (off configured list price)
25CCL	25 kW Genset NG/LPG	Gas	60	1 Phase or 3 Phase	LP/NG	New Source Performance Standard (NSPS) Certified	Liquid-Cooled	30%
30CCL	30 kW Genset NG/LPG	Gas	60	1 Phase or 3 Phase	LP/NG	New Source Performance Standard (NSPS) Certified	Liquid-Cooled	30%
36CCL	36 kW Genset NG/LPG	Gas	60	1 Phase or 3 Phase	LP/NG	New Source Performance Standard (NSPS) Certified	Liquid-Cooled	30%
KG40	40 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG45	45 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG50	50 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG60	60 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG80	80 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG100	100 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG125	125 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG150	150 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (50Hz & 60Hz)	Liquid-Cooled	30%
KG180	180 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (50Hz & 60Hz)	Liquid-Cooled	30%
KG200	200 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (50Hz & 60Hz)	Liquid-Cooled	30%
250REZXB	250 kW Genset NG/LPG	Gas	60	1 Phase or 3 Phase	Rich-Burn LP/NG	EPA-Certified for Stationary & Mobile Emergency & Non-Emergency Applications	Liquid-Cooled	30%
250RZXB	250 kW Genset NG/LPG	Gas	50 or 60	3 Phase	Rich-Burn LP/NG	N/A	Liquid-Cooled	30%
300REZXC	300 kW Natural Gas Genset	Gas	60	1 Phase or 3 Phase	Rich-Burn NG	EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	30%
300REZXD	300 kW Genset NG/LPG	Gas	60	3 Phase	Rich-Burn LP/NG	EPA-Certified for Stationary & Mobile Emergency & Non-Emergency Applications	Liquid-Cooled	30%
300RZXD	300 kW Genset NG/LPG	Gas	50 or 60	3 Phase	Rich-Burn LP/NG	N/A	Liquid-Cooled	30%
350REZXD	350 kW Genset NG/LPG	Gas	60	3 Phase	Rich-Burn LP/NG	EPA-Certified for Stationary & Mobile Emergency & Non-Emergency Applications	Liquid-Cooled	30%
350RZXD	350 kW Genset NG/LPG	Gas	50 or 60	3 Phase	Rich-Burn LP/NG	N/A	Liquid-Cooled	30%
400REZXD	400 kW Genset NG/LPG	Gas	60	3 Phase	Rich-Burn LP/NG	EPA-Certified for Stationary & Mobile Emergency & Non-Emergency Applications	Liquid-Cooled	30%
400RZXD	400 kW Genset NG/LPG	Gas	50 or 60	3 Phase	Rich-Burn LP/NG	N/A	Liquid-Cooled	30%
450REZXD	450 kW Genset NG/LPG	Gas	60	3 Phase	Rich-Burn LP/NG	EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	30%
500REZXD	500 kW Genset NG/LPG	Gas	60	3 Phase	Rich-Burn LP/NG	EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	30%
15REOZK	15 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
20REOZK	20 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
30REOZK	30 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
30REOZK4	30 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
40REOZK	40 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
40REOZK4	40 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
35REOZT4	35 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA-Certified for Nonroad Applications	Liquid-Cooled	32%
45REOZT4	45 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA-Certified for Nonroad Applications	Liquid-Cooled	32%
48REOZK4	48 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
50REOZK	50 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
55REOZT4	55 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
60REOZK	60 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
80REOZJ4	80 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
80REOZJF	80 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%

Industrial Generators								
Model/Part Number	Short Description	Type	HZ	Phase	Fuel Type	EPA Cert	Cooling	Sourcewell Discount (off configured list price)
90REOZT4	90 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA-Certified for Nonroad Applications	Liquid-Cooled	32%
100REOZJ4	100 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
100REOZJF	100 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
120REOZT4	120 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA-Certified for Nonroad Applications	Liquid-Cooled	32%
125REOZJ4	125 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
125REOZJG	125 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
145REOZT4	145 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA-Certified for Nonroad Applications	Liquid-Cooled	32%
150REOZJ4	150 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
150REOZJF	150 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
175REOZT4	175 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA-Certified for Nonroad Applications	Liquid-Cooled	32%
180REOZJG	180 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
200REOZJF	200 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
230REOZJE	230 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
250REOZJE	250 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
275REOZJE	275 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
300REOZJ	300 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
350REOZJC	350kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
350REOZJD	350 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
400REOZJC	400 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
400REOZJD	400 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
500REOZJC	500 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
500REOZVC	500 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
550REOZVB	550 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
600REOZVB	600 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
750REOZMD	750 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD800	800 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD900	900 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD1000	1000 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
1250REOZMD	1250 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
1250ROZMC	1250 kW Diesel Genset	Diesel	50 or 60	3 Phase	#2 Diesel / HVO / RD	N/A	Liquid-Cooled	32%
KD1250-A	50Hz, 1250 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD1250-4	1250 kW EPA Tier 4 Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD	Tier 4 EPA-Certified for Stationary, Prime, Continuous Applications	Liquid-Cooled	32%

Industrial Generators								
Model/Part Number	Short Description	Type	HZ	Phase	Fuel Type	EPA Cert	Cooling	Sourcewell Discount (off configured list price)
KD1350	1350 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD1500	1500 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
1600REOZMD	1600 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
1600ROZMC	1600 kW Diesel Genset	Diesel	50 or 60	3 Phase	#2 Diesel / HVO / RD	N/A	Liquid-Cooled	32%
KD1600	1600 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
1750REOZMD	1750 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD1750	1750 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
2000REOZMD	2000 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD2000	2000 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD2250	2250 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD2500	2500 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD2500-4	2500 kW EPA Tier 4 Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD	Tier 4 EPA-Certified for Stationary, Prime, Continuous Applications	Liquid-Cooled	32%
KD2800	2800 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD3000	3000 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD3250	3250 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD3250-4	3250 kW EPA Tier 4 Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD	Tier 4 EPA-Certified for Stationary, Prime, Continuous Applications	Liquid-Cooled	32%
KD3500	3500 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD4000	4000 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%

Industrial ATS			
Type	Description	AMPS	Sourcewell Discount off configured list price
Standard	KSS Series Rated Standard Transition 40-1200 Amps	40-1200	30%
Standard	KCS Any Breaker Rated Standard Transition 30-4000 Amps	30-4000	30%
Standard	KCP Any Breaker Rated Programmed Transition 150-4000 Amps	150-4000	30%
Standard	KCC Any Breaker Rated Closed Transition 100-4000 Amps	100-4000	30%
Bypass	KBS Bypass Isolation Standard Transition 100-4000 Amps	100-4000	30%
Bypass	KBP Bypass Isolation Programmed Transition 100-4000 Amps	100-4000	30%
Bypass	KBC Bypass Isolation Closed Transition 100-4000 Amps	100-4000	30%
Bypass	KAS Bypass Isolation Standard Transition 100-3000 Amps	100-3000	30%
Bypass	KAP Bypass Isolation Programmed Transition 100-3000 Amps	100-3000	30%
Service Entrance	KEP Service Entrance Programmed Transition 100-4000 Amps	100-4000	30%

Residential Generators							
Part #	Description	Standby (kW)	LCB (Amp)	Sourcewell Discount			
AIR-COOLED AUTOMATIC STANDBY GENERATOR, LPG, COLOR : KOHLER CASHMERE							
Standard Features: UL2200/CSA Approval, Steel 58 dBA Sound Shield, Standard Air Intake, VSC Controller with 2.5-Amp Battery Charger, Flexible Fuel Line, Hydraulic Magnetic Type Breaker, Five-Year Basic On-Grid / 18-Month Off-Grid Warranty, Field Convertible to Natural Gas Fuel							
6VSG-QS18	6VSG, 48V, Oil Makeup kit	6	N/A	30%			
6VSG-QS19	6VSG, 36V, Oil Makeup Kit, Comm Kit	6	N/A	30%			
6VSG-QS20	6VSG, 48V, Oil Makeup Kit, Comm Kit	6	N/A	30%			
6VSG-QS21	6VSG, 48V	6	N/A	30%			
6VSG-QS22	6VSG, 24V	6	N/A	30%			
AIR-COOLED AUTOMATIC STANDBY GENERATOR, NATURAL GAS, COLOR : KOHLER CASHMERE							
Standard Features: UL2200/CSA Approval, Battery Cables, Fuel Solenoid Valve & Secondary Regulator, Oil Drain Extension With Shutoff Valve, Rodent-Resistant Construction, Critical Silencer, Sound-Deadening, Flame-Retardant Sound Shield Foam, Carb- And EPA-Certified Fuel System, Flex Fuel Line, Easy-Connect Terminal Block, Five-Year Basic On-Grid Warranty, Field Convertible to LPG Fuel, OnCue Plus							
10RESV-QS8	10RESV, 1 PH, 240V, cUL/US, CSA	10	50	30%			
10RESVL-100LC12	10RESVL,RXT 100 Amp, LC-12 spaces, NEMA1	10	50	30%			
12RES-QS11	12RES, 1 PH, 240V, cUL/US, CSA (No OnCue Plus on ADC Controller)	12	40	30%			
12RESV-QS8	12RESV, 1 PH, 240V, cUL/US, CSA	12	60	30%			
12RESVL-100LC12	12RESVL,RXT 100 Amp, LC-12 spaces, NEMA1	12	60	30%			
14RCA-QS6	14RCA, 1 PH, 240V, cUL/US, CSA	14	70	30%			
14RCA-QS7	14RCA, 3 PH, 208V, cUL, CSA	14	50	30%			
14RCA-QS8	14RCA, 3 PH, 240V, cUL, CSA	14	50	30%			
14RCA-QS9	14RCA, 3 PH, 480V, cUL, CSA	14	25	30%			
14RCAL-200SELS	14RCAL,RXT 200 Amp,SE,Load Shed,NEMA 3R	14	70	30%			
14RCAL-100LC16	14RCA, 1 PH, 240V, cUL, RXT 100 AMP	14	70	30%			
AIR-COOLED AUTOMATIC STANDBY GENERATOR, NATURAL GAS, COLOR : KOHLER CASHMERE							
Standard Features: UL2200/CSA Approval, Battery Cables, Fuel Solenoid Valve & Secondary Regulator, Oil Drain Extension With Shutoff Valve, Rodent-Resistant Construction, Critical Silencer, Sound-Deadening, Flame-Retardant Sound Shield Foam, Carb- And EPA-Certified Fuel System, Flex Fuel Line, Easy-Connect Terminal Block, Five-Year Comprehensive On-Grid Warranty, Field Convertible to LPG Fuel, OnCue Plus							
20RCA-QS6	20RCA, 1 PH, 240V, cUL/US, CSA	20	100	30%			
20RCA-QS7	20RCA, 3 PH, 208V, cUL/US, CSA	20	70	30%			
20RCA-QS8	20RCA, 3 PH, 240V, cUL/US, CSA	20	60	30%			
20RCA-QS9	20RCA, 3 PH, 480V, cUL/US, CSA	20	30	30%			
20RCAL-200SELS	20RCAL, RXT 200 A SE, N3R, w/LOAD Man	20	100	30%			
LIQUID-COOLED AUTOMATIC STANDBY GENERATOR, NG/LP, Color: Kohler Cashmere							
Standard Features: UL2200/CSA, 60 Hz, Aluminum Sound Shield, Unit Mounted Radiator, Standard Air Intake, RDC2 Controller which includes a 2.5AMP Battery Charger, Flexible Fuel Lines, Coolant in generator, 45 C Cooling System and 5-Year Comprehensive Warranty, OnCue Plus							
24RCLA-QS1	24RCLA, 1 PH, 240V, UL, CSA	24	100	30%			
24RCLA-QS2	24RCLA, 3 PH, 208V, UL, CSA	24	90	30%			
24RCLA-QS3	24RCLA, 3 PH, 240V, UL, CSA	24	80	30%			
24RCLA-QS4	24RCLA, 3 PH, 480V, UL, CSA	24	40	30%			
24RCLA-QS50	24RCLA, 1 PH, 240V, UL, CSA, Blk Heater	24	100	30%			
30RCLA-QS1	30RCLA, 1 PH, 240V, UL, CSA	30	150	30%			
30RCLA-QS2	30RCLA, 3 PH, 208V, UL, CSA	30	125	30%			
30RCLA-QS3	30RCLA, 3 PH, 240V, UL, CSA	30	100	30%			
30RCLA-QS4	30RCLA, 3 PH, 480V, UL, CSA	30	50	30%			
30RCLA-QS50	30RCLA, 1 PH, 240V, UL, CSA, Blk Heater	30	150	30%			
LIQUID-COOLED AUTOMATIC STANDBY GENERATOR, NG/LP, Color: Kohler Cashmere							
Standard Features: UL2200/CSA, 60 Hz, Aluminum Sound Shield, Unit Mounted Radiator, Standard Air Intake, RDC2 Controller which includes a 2.5AMP Battery Charger, Flexible Fuel Lines, Coolant in generator, 45 C Cooling System and 5-Year Comprehensive Warranty, OnCue Plus							
38RCLC-QS1	38RCLB, 1 PH, 240V, UL, CSA	38	175	30%			
38RCLC-QS2	38RCLB, 3 PH, 208V, UL, CSA	38	150	30%			
38RCLC-QS3	38RCLB, 3 PH, 240V, UL, CSA	38	125	30%			
38RCLC-QS4	38RCLB, 3 PH, 480V, UL, CSA	38	60	30%			
38RCLC-QS50	38RCLB, 1 PH, 240V, UL, CSA, Blk Heater	38	175	30%			
48RCLB-QS6	48RCLB, 3 Ph, 120/208, 4P7BX Alternator	48	175	30%			
48RCLC-QS1	48RCLC, 1 PH, 240V, UL, CSA	48	200	30%			
48RCLC-QS2	48RCLC, 3 PH, 208V, UL, CSA	48	175	30%			
48RCLC-QS3	48RCLC, 3 PH, 240V, UL, CSA	48	150	30%			
48RCLC-QS4	48RCLC, 3 PH, 480V, UL, CSA	48	80	30%			
48RCLC-QS50	48RCLC, 1 PH, 240V, UL, CSA, Blk Heater	48	200	30%			
60RCLB-QS1	60RCLB, 1 PH, 240V, UL, CSA	60	250	30%			
60RCLB-QS2	60RCLB, 3 PH, 208V, UL, CSA	60	225	30%			
60RCLB-QS3	60RCLB, 3 PH, 240V, UL, CSA	60	200	30%			
60RCLB-QS4	60RCLB, 3 PH, 480V, UL, CSA	60	100	30%			
60RCLB-QS50	60RCLB, 1 PH, 240V, UL, CSA, Blk Heater	60	250	30%			

Residential Generators							
Part #	Description	Standby (kW)	LCB (Amp)	Sourcewell Discount			
LIQUID-COOLED AUTOMATIC STANDBY GENERATOR, NATURAL GAS, Color: Kohler Cashmere							
Standard Features: UL2200/CSA, Sound Shield, 45C Unit Mounted Radiator, Standard Air Intake, APM402 Controller, Flexible Fuel Lines, 12V-6A Battery Charger, Additional Gas Solenoid Valve, Rodent Guards, Silencer, Coolant in generator, Block Heater installed and 5-Year Basic Warranty							
KG80R-QS	KG80R, 1 PH, 120/240, 4T9X Alternator, Steel Enclosure	80	350	30%			
KG80R-QS1	KG80R, 1 PH, 120/240, 4T9X Alternator, Aluminum Enclosure	80	350	30%			
KG80R-QS2	KG80R, 3 Ph, 120/208, 4R9X Alternator, Steel Enclosure	80	300	30%			
KG80R-QS3	KG80R, 3 Ph, 120/240, 4R9X Alternator, Steel Enclosure	80	250	30%			
KG80R-QS4	KG80R, 3 Ph, 277/480, 4R9X Alternator, Steel Enclosure	80	125	30%			
KG80R-QS5	KG80R, 3 Ph, 120/208, 4R9X Alternator, Aluminum Enclosure	80	300	30%			
KG80R-QS6	KG80R, 1 PH, 120/240, 4T9X Alternator, Steel Enclosure, w/Catalyst, CA/MA Compliant	80	350	30%			
KG80R-QS7	KG80R, 1 PH, 120/240, 4T9X Alternator, Aluminum Enclosure, w/Catalyst, CA/MA Compliant	80	350	30%			
KG80R-QS8	KG80R, 3 Ph, 120/208, 4R9X Alternator, Steel Enclosure, w/Catalyst, CA/MA Compliant	80	300	30%			
KG100R-QS	KG100R, 1 PH, 120/240, 4T13X Alternator, Steel Enclosure, CA/MA Compliant	100	600	30%			
KG100R-QS1	KG100R, 1 PH, 120/240, 4T13X Alternator, Aluminum Enclosure, CA/MA Compliant	100	600	30%			
KG100R-QS2	KG100R, 3 Ph, 120/208, 4R12X Alternator, Steel Enclosure, CA/MA Compliant	100	350	30%			
KG100R-QS3	KG100R, 3 Ph, 120/240, 4R12X Alternator, Steel Enclosure, CA/MA Compliant	100	300	30%			
KG100R-QS4	KG100R, 3 Ph, 277/480, 4R12X Alternator, Steel Enclosure, CA/MA Compliant	100	150	30%			
KG100R-QS5	KG100R, 3 Ph, 120/208, 4R12X Alternator, Aluminum Enclosure, CA/MA Compliant	100	350	30%			
LIQUID-COOLED AUTOMATIC STANDBY GENERATOR, NATURAL GAS, Color: Kohler Cashmere							
Standard Features: UL2200/CSA, Sound Shield, 45C Unit Mounted Radiator, Standard Air Intake, APM402 Controller, Flexible Fuel Lines, 12V-6A Battery Charger, Additional Gas Solenoid Valve, Rodent Guards, Silencer, Coolant in generator, Block Heater installed and 5-Year Basic Warranty							
KG125R-QS	KG125R, 1 PH, 120/240, 4R12X Alternator, Steel Enclosure	125	600	30%			
KG125R-QS1	KG125R, 1 PH, 120/240, 4T13X Alternator, Aluminum Enclosure	125	600	30%			
KG125R-QS2	KG125R, 3 Ph, 120/208, 4R13X Alternator, Steel Enclosure	125	600	30%			
KG125R-QS3	KG125R, 3 Ph, 120/240, 4R13X Alternator, Steel Enclosure	125	400	30%			
KG125R-QS4	KG125R, 3 Ph, 277/480, 4R13X Alternator, Steel Enclosure	125	200	30%			
KG125R-QS5	KG125R, 3 Ph, 120/208, 4R13X Alternator, Aluminum Enclosure	125	600	30%			
150ERESC-QS8	150ERESC, 1 PH, 120/240, 4T13X Alternator, Steel Enclosure	150	600	30%			
150ERESC-QS9	150ERESC, 1 PH, 120/240, 4T13X Alternator, Aluminum Enclosure	150	600	30%			
150ERESC-QS10	150ERESC, 3 Ph, 120/208, 4S13X Alternator, Aluminum Enclosure	150	600	30%			
150ERESC-MV10	150ERESC, 3 Ph, 120/208, 4S13X Alternator, Steel Enclosure	150	600	30%			
150ERESC-MV11	150ERESC, 3 Ph, 120/240, 4S13X Alternator, Steel Enclosure	150	600	30%			
150ERESC-MV12	150ERESC, 3 Ph, 277/480, 4S13X Alternator, Steel Enclosure	150	250	30%			

Residential ATS														
Part #	Amps	Phase	Voltage	Poles/Wire	Enclosure Type	Enclosure Material	Load Center	Service Entrance	UL	cUL	CSA	Combined Board w/Load Shed	Compatible with Load Shed Kit	Sourcwell Discount
RDT-CFNA-0100A-QS5	100	1Ph	240V	2Pole/3Wire	NEMA 1	Steel			X		X		X	30%
RDT-CFNA-0200A-QS5	200	1Ph	240V	2Pole/3Wire	NEMA 1	Steel			X		X		X	30%
RDT-CFNA-100B-MV04	100	1Ph	240V	2Pole/3Wire	NEMA 1	Steel	16		X	X				30%
RDT-CFNA-200B-MV04	200	1Ph	240V	2Pole/3Wire	NEMA 1	Steel	24		X	X				30%
RDT-CFNC-0100A-QS7	100	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum			X		X		X	30%
RDT-CFNC-0200A-QS7	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum			X		X		X	30%
RDT-CFNC-0100B-QS7	100	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum	16		X	X				30%
RDT-CFNC-0200B-QS7	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum	24		X	X				30%
RDT-CFNC-400A-QS10	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum			X				X	30%
RDT-CFNC-400A-QS11	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum					X		X	30%
RDT-CFNC-200ASEQS4	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X				X	30%
RDT-CFNC-200BSEQS3	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum	42	X	X					30%
RDT-CFNC-400ASEQS5	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X				X	30%
GM85273-SA6	100	1Ph	240V	2Pole/3Wire	NEMA 1	Steel	12		X					30%
RXT-JFNA-0100B-QS5	100	1Ph	240V	2Pole/3Wire	NEMA 1	Steel	16		X					30%
RXT-JFNC-0100B-QS4	100	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum	16		X					30%
RXT-JFNC-0100A-QS7	100	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum			X		X	X		30%
RXT-JFNC-0200A-QS7	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum			X		X	X		30%
RXT-JFNC-0400A-QS5	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum			X			X		30%
RXT-JFNC-400A-MV07	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum					X	X		30%
RXT-JFNC-100ASEQS4	100	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X			X		30%
RXT-JFNC-150ASEQS3	150	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X			X		30%
RXT-JFNC-200ASEQS4	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X			X		30%
RXT-JFNC-300ASEQS4	300	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X			X		30%
RXT-JFNC300CSEMV01	300	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X			X	X		30%
RXT-JFNC-400ASEQS4	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X			X		30%
RXT-JFNC-400CSEQS	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X			X	X		30%
RXT-JFNC-100CSEQS3	100	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X			X	X		30%
RXT-JFNC-200CSEQS3	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X			X	X		30%
3 Phase - UL														
RXT-JCTC-0100A-QS4	100	3Ph	208V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JFTC-0100A-QS4	100	3Ph	240V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JMTC-0100A-QS4	100	3Ph	480V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JCTC-0200A-QS4	200	3Ph	208V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JFTC-0200A-QS4	200	3Ph	240V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JMTC-0200A-QS3	200	3Ph	480V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JCTC-400A-MV06	400	3Ph	208V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JFTC-400A-MV06	400	3Ph	240V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JMTC-0400A-QS3	400	3Ph	480V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JCVC-100A-MV06	100	3Ph	208V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JFVC-100A-MV06	100	3Ph	240V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%

Residential ATS

Part #	Amps	Phase	Voltage	Poles/Wire	Enclosure Type	Enclosure Material	Load Center	Service Entrance	UL	cUL	CSA	Combined Board w/Load Shed	Compatible with Load Shed Kit	Sourcewell Discount
RXT-JMVC-100A-MV06	100	3Ph	480V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JCVC-200A-MV06	200	3Ph	208V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JFVC-200A-MV06	200	3Ph	240V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JMVC-200A-MV06	200	3Ph	480V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JCVC-400A-MV06	400	3Ph	208V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JFVC-400A-MV06	400	3Ph	240V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JMVC-400A-MV06	400	3Ph	480V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
3 Phase - CSA														
RXT-JCTC-100A-MV03	100	3Ph	208V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JFTC-100A-MV03	100	3Ph	240V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JMTC-100A-MV04	100	3Ph	480V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JCTC-200A-MV03	200	3Ph	208V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JFTC-200A-MV03	200	3Ph	240V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JMTC-200A-MV04	200	3Ph	480V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JCTC-400A-MV07	400	3Ph	208V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JFTC-400A-MV07	400	3Ph	240V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JMTC-400A-MV04	400	3Ph	480V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JCVC-100A-MV07	100	3Ph	208V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JFVC-100A-MV07	100	3Ph	240V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JMVC-100A-MV07	100	3Ph	480V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JCVC-200A-MV07	200	3Ph	208V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JFVC-200A-MV07	200	3Ph	240V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JMVC-200A-MV07	200	3Ph	480V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JCVC-400A-MV07	400	3Ph	208V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JFVC-400A-MV07	400	3Ph	240V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JMVC-400A-MV07	400	3Ph	480V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%

Residential Clean Energy Products				
Part #	Description	Capacity (kWh)	AC / DC Coupled	Sourcewell Discount
KOH05-01	Energy Storage 5kWh Add-On	5	N/A	30%
KOH10AC-7600-01	Energy Storage 10kWh AC-coupled 7600W	10	AC	30%
KOH10DC-7600-01	Energy Storage 10kWh DC-coupled 7600W	10	DC	30%
KOH15AC-7600-01	Energy Storage 15kWh AC-coupled 7600W	15	AC	30%
KOH15DC-7600-01	Energy Storage 15kWh DC-coupled 7600W	15	DC	30%
KOH20AC-7600-01	Energy Storage 20kWh AC-coupled 7600W	20	AC	30%
KOH20DC-7600-01	Energy Storage 20kWh DC-coupled 7600W	20	DC	30%
KOH10AC-7600-01-NA	Energy Storage 10kWh AC-coupled 7600W AT&T	10	AC	30%
KOH10DC-7600-01-NA	Energy Storage 10kWh DC-coupled 7600W AT&T	10	DC	30%
KOH15AC-7600-01-NA	Energy Storage 15kWh AC-coupled 7600W AT&T	15	AC	30%
KOH15DC-7600-01-NA	Energy Storage 15kWh DC-coupled 7600W AT&T	15	DC	30%
KOH20AC-7600-01-NA	Energy Storage 20kWh AC-coupled 7600W AT&T	20	AC	30%
KOH20DC-7600-01-NA	Energy Storage 20kWh DC-coupled 7600W AT&T	20	DC	30%

Services Category	Sourcewell Discount
Freight	5%
Startup	5%
Training	5%
Rental Rates	5%
Used Kohler Equipment	5%
Kohler Parts	5%
Custom Tanks & Enclosures	5%
Custom ATs	5%
Preventative Maintenance Agreements/Service (all brands)	5%
Installation by contractors (turn-key)	5%
Design and customization	5%
Engineering	5%
Commissioning	5%
Decommissioning and repurposing	5%
Repairs	5%

**SOURCEWELL
STATE OF MINNESOTA**



Member Thomas moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

7/19/2022

Resolution No. 2022-20

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 Kircher and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Thomas, Barrows, Arts, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
9BEF5D6F88D140B...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT

BOARD ITEMS - July 2022

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Conducted Energy Weapons

Requesting Board permission to Re-Solicit the following categories:

Electrical Energy Power Generation with Related Services

Trailers with Related Equipment, Accessories, and Services

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Advanta Health Solutions, Inc.	051922-ADV	"Wellness Engagement Program Solutions and Related Services"
HealthSource Solutions, LLC	051922-HSS	"Wellness Engagement Program Solutions and Related Services"
Lifemark Occupational Health and Wellness	051922-LFM	"Wellness Engagement Program Solutions and Related Services"
Propel, Inc.	051922-PRL	"Wellness Engagement Program Solutions and Related Services"
Telligen, Inc.	051922-TGN	"Wellness Engagement Program Solutions and Related Services"
Virgin Pulse, Inc.	051922-VRG	"Wellness Engagement Program Solutions and Related Services"
WellSpark Health, Inc.	051922-WSH	"Wellness Engagement Program Solutions and Related Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title

NEW IDIQ CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
Mans Construction Company	NM-R1-E-060222-MCO	New Mexico - Region 1 - Electrical
Ross Wes Electrical Services	NM-R1-E-060222-RWE	New Mexico - Region 1 - Electrical
Core Construction Services of Texas	NM-R1-GC-060222-CCT	New Mexico - Region 1 - General Construction
Consolidated Builders of NM	NM-R1-GC-060222-COB	New Mexico - Region 1 - General Construction
GM Builders, Inc.	NM-R1-GC-060222-GMB	New Mexico - Region 1 - General Construction
HB Construction, Inc.	NM-R1-GC-060222-HCO	New Mexico - Region 1 - General Construction
Mans Construction Company	NM-R1-GC-060222-MCO	New Mexico - Region 1 - General Construction
Dallago Corporation	NM-R1-HVAC-060222-DCO	New Mexico - Region 1 - Mechanical/HVAC
Dallago Corporation	NM-R1-P-060222-DCO	New Mexico - Region 1 - Plumbing
National Roofing Company, Inc.	NM-R1-R-040622-NRC	New Mexico - Region 1 - Roofing
DKG & Associates, Inc.	NM-R1-R-060222-DKG	New Mexico - Region 1 - Roofing
GM Builders, Inc.	NM-R1-R-060222-GMB	New Mexico - Region 1 - Roofing
Mans Construction Company	NM-R2-E-060222-MCO	New Mexico - Region 2 - Electrical
Ross Wes Electrical Services	NM-R2-E-060222-RWE	New Mexico - Region 2 - Electrical
Core Construction Services of Texas	NM-R2-GC-060222-CCT	New Mexico - Region 2 - General Construction
Consolidated Builders of NM	NM-R2-GC-060222-COB	New Mexico - Region 2 - General Construction
GM Builders, Inc.	NM-R2-GC-060222-GMB	New Mexico - Region 2 - General Construction
HB Construction, Inc.	NM-R2-GC-060222-HCO	New Mexico - Region 2 - General Construction
WWRC, Inc.	NM-R2-GC-060222-WRI	New Mexico - Region 2 - General Construction
WWRC, Inc.	NM-R2-HVAC-060222-WRI	New Mexico - Region 2 - Mechanical/HVAC
WWRC, Inc.	NM-R2-P-060222-WRI	New Mexico - Region 2 - Plumbing
DKG & Associates, Inc.	NM-R2-R-060222-DKG	New Mexico - Region 2 - Roofing
GM Builders, Inc.	NM-R2-R-060222-GMB	New Mexico - Region 2 - Roofing
National Roofing Company, Inc.	NM-R2-R-060222-NRC	New Mexico - Region 2 - Roofing
WWRC, Inc.	NM-R2-R-060222-WRI	New Mexico - Region 2 - Roofing
Mans Construction Company	NM-R3-E-060222-MCO	New Mexico - Region 3 - Electrical
Consolidated Builders of NM	NM-R3-GC-060222-COB	New Mexico - Region 3 - General Construction
Jim Sena Construction Co., Inc.	NM-R3-GC-060222-JSC	New Mexico - Region 3 - General Construction
Junior Builders	NM-R3-GC-060222-JUB	New Mexico - Region 3 - General Construction

APPENDIX A Continued

WWRC, Inc.	NM-R3-HVAC-060222-WRI	New Mexico - Region 3 - Mechanical/HVAC
Junior Builders	NM-R3-P-060222-JUB	New Mexico - Region 3 - Plumbing
WWRC, Inc.	NM-R3-P-060222-WRI	New Mexico - Region 3 - Plumbing
GM Builders, Inc.	NM-R3-R-060222-GMB	New Mexico - Region 3 - Roofing
Jim Sena Construction Co., Inc.	NM-R3-R-060222-JSC	New Mexico - Region 3 - Roofing
WWRC, Inc.	NM-R3-R-060222-WRI	New Mexico - Region 3 - Roofing
Mans Construction Company	NM-R4-E-060222-MCO	New Mexico - Region 4 - Electrical
Consolidated Builders of NM	NM-R4-GC-060222-COB	New Mexico - Region 4 - General Construction
Jim Sena Construction Co., Inc.	NM-R4-GC-060222-JSC	New Mexico - Region 4 - General Construction
Junior Builders	NM-R4-GC-060222-JUB	New Mexico - Region 4 - General Construction
National Construction, Inc.	NM-R4-GC-060222-NCI	New Mexico - Region 4 - General Construction
WWRC, Inc.	NM-R4-GC-060222-WRI	New Mexico - Region 4 - General Construction
WWRC, Inc.	NM-R4-HVAC-060222-WRI	New Mexico - Region 4 - Mechanical/HVAC
Junior Builders	NM-R4-P-060222-JUB	New Mexico - Region 4 - Plumbing
Master Plumbers, LLC	NM-R4-P-060222-MAP	New Mexico - Region 4 - Plumbing
WWRC, Inc.	NM-R4-P-060222-WRI	New Mexico - Region 4 - Plumbing
DKG & Associates, Inc.	NM-R4-R-060222-DKG	New Mexico - Region 4 - Roofing
GM Builders, Inc.	NM-R4-R-060222-GMB	New Mexico - Region 4 - Roofing
Jim Sena Construction Co., Inc.	NM-R4-R-060222-JSC	New Mexico - Region 4 - Roofing
Mans Construction Company	NM-R4-R-060222-MCO	New Mexico - Region 4 - Roofing
WWRC, Inc.	NM-R4-R-060222-WRI	New Mexico - Region 4 - Roofing
Mans Construction Company	NM-R5-E-060222-MCO	New Mexico - Region 5 - Electircal
Ross Wes Electrical Services	NM-R5-E-060222-RWE	New Mexico - Region 5 - Electircal
Core Construction Services of Texas	NM-R5-GC-060222-CCT	New Mexico - Region 5 - General Construction
Consolidated Builders of NM	NM-R5-GC-060222-COB	New Mexico - Region 5 - General Construction
GM Builders, Inc.	NM-R5-GC-060222-GMB	New Mexico - Region 5 - General Construction
HB Construction, Inc.	NM-R5-GC-060222-HCO	New Mexico - Region 5 - General Construction
White Sands Construction, Inc.	NM-R5-GC-060222-WSC	New Mexico - Region 5 - General Construction
DKG & Associates, Inc.	NM-R5-R-060222-DKG	New Mexico - Region 5 - Roofing
GM Builders, Inc.	NM-R5-R-060222-GMB	New Mexico - Region 5 - Roofing
Mans Construction Company	NM-R5-R-060222-MCO	New Mexico - Region 5 - Roofing
National Roofing Company, Inc.	NM-R5-R-060222-NRC	New Mexico - Region 5 - Roofing
Smith Roofing, Inc.	NM-R5-R-060222-SMR	New Mexico - Region 5 - Roofing
IDIQ Contract Extensions		
Company Name	Contract Number	
Place Services, Inc.	KY-E-GC01-062420-PLS	
The Lusk Group	KY-E-RW01-062420-LMC	
Calhoun Construction Services	KY-NC-GC02-062420-CAC	
The Lusk Group	KY-W-E02-062420-LMC	
Tecta America Corp.	KY-W-RW02-062420-TEA	
Place Services, Inc.	KY-NC-GC03-062420-PLS	
Place Services, Inc.	KY-NC-E01-062420-PLS	
The Lusk Group	KY-NC-RW01-062420-LMC	
The Lusk Group	KY-NC-E02-062420-LMC	
The Lusk Group	KY-W-RW01-062420-LMC	
Tecta America Corp.	KY-NC-RW02-062420-TEA	
Tecta America Corp.	KY-E-RW02-062420-TEA	
Triton Services, Inc.	KY-NC-HVAC01-062420-TRS	
The Lusk Group	KY-W-GC03-062420-LMC	
The Lusk Group	KY-E-HVAC01-062420-LMC	
The Lusk Group	KY-E-E02-062420-LMC	
The Lusk Group	KY-NC-GC05-062420-LMC	
The Lusk Group	KY-E-GC03-062420-LMC	
Place Services, Inc.	KY-W-E01-062420-PLS	
Place Services, Inc.	KY-W-GC01-062420-PLS	
Place Services, Inc.	KY-E-E01-062420-PLS	
Triton Services, Inc.	KY-NC-GC01-062420-TRS	
The Lusk Group	KY-W-HVAC01-062420-LMC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-NC-GC04-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-W-GC02-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-E-GC02-062420-FHP	
The Lusk Group	KY-NC-HVAC02-062420-LMC	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

12/20/2022

Resolution No. 2022-34

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 Nagel and the following voted in favor: (list names here)

Zylka, Veronen, Nagel, Thiel, Thomas, Barrows, Arts, Kircher
and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel

9BEF5D6F88D140B...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT

BOARD ITEMS - Decemberr 2022

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

NONE

Requesting Board permission to Re-Solicit the following categories:

Scoreboards, Digital Displays, and Video Boards with Related Services

Recycling and Repurposing Equipment

Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

Employee Financial Wellness Programming and Related Employer-Sponsored Financial Solutions

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Axon Enterprise, Inc.	092722-AXN	"Conducted Energy Weapons"
Phazzer, LLC	092722-PZR	"Conducted Energy Weapons"
Caterpillar, Inc.	092222-CAT	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
Cummins, Inc.	092222-CMM	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
Generac Power Systems	092222-GNR	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
Kohler Company	092222-KOH	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
MTU Americas dba Rolls-Royce Solutions America, Inc.	092222-RYC	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Company Name	Contract Number	State - Region - Type of Work
Ernst & Young Advisors	101718-EYG	"Wireless Technology Infrastructure Consultative Services"
W.W. Grainger, Inc.	121218-WWG	"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"
CNH Industrial	032119-CNH	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
Hyundai Construction Equipment	032119-HCE	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
Komatsu America Corp.	032119-KOM	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
Volvo, LLC	032119-VCE	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
SHI International Corp.	081419-SHI	"Technology Catalog Solutions"
CDW Government, LLC	081419-CDW	"Technology Catalog Solutions"
GovConnection, Inc.	081419-GVC	"Technology Catalog Solutions"
Colonial Life & Accident Insurance	100319-CLA	"Group Employee Benefits and Related Services"
National Cooperative Leasing	011620-NCL	"Tax-Exempt Municipal Leasing with Related Services"
Staples Contract & Commercial	012320-SCC	"Office Supply Catalog Solutions"

NEW IDIQ CONTRACTS

IDIQ Contract Extensions

Company Name	Contract Number	
Lee Construction and Maintenance Company	TX-NT-EC-101619-LCM	

APPENDIX A Continued

G2 General Contractors	TX-NT-APC-101619-GGC	
G2 General Contractors	TX-NT-P-101619-GGC	
G2 General Contractors	TX-NT-W-101619-GGC	
Centennial Contractors Enterprises, Inc.	TX-NT-GC-101619-CCE	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-F-101619-GFC	
Dallas Harmony Construction, LLC	TX-NT-APC-101619-DHC	
CORE Construction Services of Texas, Inc.	TX-NT-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-NT-P-101619-CCT	
Lee Construction and Maintenance Company	TX-NT-P-101619-LCM	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-P-101619-GFC	
Lee Construction and Maintenance Company	TX-NT-GC-101619-LCM	
WR Construction, Inc.	TX-PH-GC-101619-WRC	
CORE Construction Services of Texas, Inc.	TX-PH-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-P-101619-CCT	
Tri-State General Contracting Group, Inc.	TX-PH-GC-101619-JRT	
G2 General Contractors	TX-NT-GC-101619-GGC	
G2 General Contractors	TX-NT-RC-101619-GGC	
Dallas Harmony Construction, LLC	TX-NT-GC-101619-DHC	
Dallas Harmony Construction, LLC	TX-NT-P-101619-DHC	
Dallas Harmony Construction, LLC	TX-NT-F-101619-DHC	
Freedom Construction-a series of tFg Companies, LLC	TX-NT-GC-101619-FRC	
Teinert Construction	TX-PH-GC-101619-TCB	
SDB, Inc.	TX-PH-GC-101619-SDB	
Lee Construction and Maintenance Company	TX-NT-F-101619-LCM	
Teinert Construction	TX-NT-GC-101619-TCB	
CORE Construction Services of Texas, Inc.	TX-NT-GC-101619-CCT	
Henthorn Commercial Construction, LLC	TX-NT-GC-101619-HCL	
CORE Construction Services of Texas, Inc.	TX-PH-F-101619-CCT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-NT-GC-101619-FHP	
SDB, Inc.	TX-NT-GC-101619-SDB	
CORE Construction Services of Texas, Inc.	TX-NT-F-101619-CCT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-PH-GC-101619-FHP	
Nouveau Construction and Technology Services, LP	TX-NT-GC-101619-NCT	
Henthorn Commercial Construction, LLC	TX-PH-GC-101619-HCL	
Julius Kaaz Construction Company, Inc.	MO-KC-P01-111319-JKC	
Straub Construction Company, Inc.	KS-E-GC01-111319-STC	
BKM Construction, LLC	MO-KC-GC02-111319-BKM	
Straub Construction Company, Inc.	MO-KC-GC04-111319-STC	
RoofConnect Logistics, Inc.	KS-E-R02-111319-RCL	
RoofConnect Logistics, Inc.	MO-KC-R02-111319-RCL	
Julius Kaaz Construction Company, Inc.	MO-KC-GC01-111319-JKC	
MTS Contracting, Inc.	MO-KC-GC03-111319-MTS	
BKM Construction, LLC	KS-W-GC01-111319-BKM	
RoofConnect Logistics, Inc.	KS-W-R02-111319-RCL	
Platinum Roofing, Inc.	KS-E-R01-111319-PLR	
Platinum Roofing, Inc.	KS-W-R01-111319-PLR	
MTS Contracting, Inc.	KS-E-GC03-111319-MTS	
Platinum Roofing, Inc.	MO-KC-R01-111319-PLR	
BKM Construction, LLC	KS-E-GC02-111319-BKM	



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **120 Water Audits, Inc. – Amendment No. 1 for Water Service Line Inventory Compliance**

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 in an amount not to exceed \$47,020.00 with 120 Water Audits, Inc. for additional services related to the water service line inventory compliance.

BACKGROUND:

EPA revised the Lead and Copper Rule in 2021. This rule is known as the Lead and Copper Rule Revisions (LCRR). It improves the protection of children and communities from lead exposure by sampling schools and daycare facilities, removing lead service lines, and empowering communities through public education. The LCRR establishes a compliance deadline of October 16, 2024, for water systems to complete their initial service line inventories. EPA announced on December 16, 2021, that they will begin developing a new regulation, the Lead and Copper Rule Improvements (LCRI), to strengthen key elements of the LCRR. EPA plans to finalize the rule in the summer of 2024, and the estimated compliance deadline for the LCRI is the summer or fall of 2027, three years after the effective date of the rule.

On February 9, 2024, the City of Fayetteville conducted a formal Engineering Selection meeting. 120Water was selected to negotiate an Engineering Services contract for LCRR Inventory compliance assistance (RFQ 24-01, Selection #5). Resolution 114-24 approved a contract for a cloud-based database and web map which will be used to populate the State's template for submitting the inventory in October for minimum compliance with the rule.

DISCUSSION:

After the October 16, 2024 inventories are successfully submitted, individual notification letters must be sent to all properties with an identified lead service line or an "unknown" service line material. This amendment will provide funding for 120Water to provide this mailing service. 120Water will work with City staff to custom build letters and information packets and the handle all aspects of printing and mailing to adhere to required timelines and audit records.

The existing service contract is based on annual fees and this amendment will similarly be an annual fee comprised of a base fee for the software service and a per-mailer fee for the notification letters. Staff recommends approval of Amendment No. 1 to the Professional Services Agreement with 120 Water Audits, Inc. (120Water) for additional services related to water service line inventory compliance in the amount of \$47,020.00.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

BUDGET/STAFF IMPACT:

Funds are available in the Water System Rehabilitation/Replacement account.

ATTACHMENTS: SRF 120 Water Am 1, Amendment No. 1



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-440

120 Water Audits, Inc. – Amendment No. 1 for Water Service Line Inventory Compliance

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH 120 WATER AUDITS, INC. IN AN AMOUNT NOT TO EXCEED \$47,020.00 PER YEAR FOR ADDITIONAL SERVICES RELATED TO WATER SERVICE LINE INVENTORY COMPLIANCE

WHEREAS, on April 2, 2024, City Council passed Resolution No. 114-24 approving a Professional Services Agreement with 120 Water Audits, Inc. for water service line inventory compliance services; and

WHEREAS, Amendment No. 1 will provide for mailing services for the individual notification letters that must be sent to all properties with an identified lead service line or an unknown service line material.

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 professional services agreement with 120 Water Audits, Inc. in an amount not to exceed \$47,020.00 per year for additional mailing services related to water service line inventory compliance.

City of Fayetteville Staff Review Form

2024-440

Item ID

9/3/2024

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

Tim Nyander

8/15/2024

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 1 in an amount not to exceed \$47,020.00 with 120 Water Audits, Inc. for additional services related to the water service line inventory compliance.

Budget Impact:

5400.720.5600-5314.00

Water and Sewer

Account Number

Fund

12009.1

Water System Rehabilitation/Replacement

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 14,233,263.00

Expenses (Actual+Encum)

\$ 13,895,399.08

Available Budget

\$ 337,863.92

Does item have a direct cost? Yes

Item Cost

\$ 47,020.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 290,843.92

V20221130

Purchase Order Number: New PO

Previous Ordinance or Resolution # 114-24

Change Order Number: -

Approval Date:

Original Contract Number: -

Comments:

AMENDMENT NO. 1
TO THE AGREEMENT FOR PROFESSIONAL SERVICES
between
120 WATER, INC.
and
CITY OF FAYETTEVILLE, ARKANSAS

This First Amendment ("First Amendment" is made effective as of the "Amendment Effective Date" set forth below to the AGREEMENT for Professional Services passed and approved and made effective on April 2, 2024 (the "Agreement"), between the CITY OF FAYETTEVILLE (hereinafter called "CITY") and 120 WATER, INC. (formerly known as 120 WATER AUDIT, INC., hereinafter called "120Water"). The Agreement is hereby amended as follows, and CITY hereby authorizes 120Water to proceed with the Additional Services defined and described herein:

Section I - Project Description

Under the Agreement, the CITY retained 120Water to provide water service line inventory compliance Services. The Project included LCRR Inventory compliance assistance including support for inventory building, verification, database management, sampling and communications to maintain compliance with state and federal guidelines related to LCRR. It has since been determined that additional annual notification resources are required by the request of the CITY.

Section II - Scope

120Water shall continue to provide assistance in Inventory Building utilizing the procedures identified in the original Scope of Services of the Agreement. 120Water shall additionally make available and provide support for the designing and sending of Annual Notification Letters, as set forth in Exhibit A, attached hereto and incorporated herein (the "Additional Services")..

Section III - Time of Service

120Water will proceed with providing the Additional Services immediately upon execution of this Authorization and on an annual basis for a minimum of two years from the Amendment Effective Date.

Section IV - Compensation

CITY shall compensate 120Water for providing the Additional Services a total annual sum not to exceed \$47,020, as provided in Exhibit A.

In consideration of the mutual covenants and Agreements herein contained, the CITY and 120Water stipulate and agree that the Agreement is hereby amended as set forth herein and as

described in Exhibit A.

All other provisions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this First Amendment to be executed and made effective this ____ day of August, 2024 (the "Amendment Effective Date").

AUTHORIZED BY:
CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Name: _____

Title: _____

Date: _____

AGREED AND ACCEPTED BY:

120 WATER, INC.

By: Melissa Gindling _____

Name: Melissa Gindling _____

Title: Vice President, Account Management _____

Date Signed: August 13, 2024 _____

END OF FIRST AMENDMENT

EXHIBIT A
DESCRIPTION OF ADDITIONAL SERVICES AND COMPENSATION

Pricing Terms for Invoicing: Not-to-Exceed

Original Annual Contract Price: \$55,000

First Amendment Additional Services Annual Price: \$47,020

Not-to-Exceed Total Annual Price (Original Annual Contract + First Amendment):
\$102,020

Products & Services	Quantity	Unit Price	Total per Year
Original Services			
LCRR Managed Services LCRR Coaching & guidance through Inventory Building, Verification, on-going Management, Sampling and Communication. 120Water will provide assistance in Inventory Building through the normalization of CSV & Excel data exports to create a concise list of service locations and the asset records to coincide. Material Classifications are the responsibility of the CITY, but 120Water and the CITY will work together to identify best practices for identifying those materials.	1	\$20,000.00	\$20,000.00
PWS Pro PWS application with Inventory, Program & Event Management & Workflows	1	\$35,000.00	\$35,000.00
Subtotal			\$55,000.00
Additional Services			
Standard Letters Standard Letters (up to 4 pages color)	21,000/ year	\$2.12	\$44,520.00
Comms + PTD Module Communications & PTD Module added to PWS	1	\$2,500.00	\$2,500.00

Pro - Enables Designing and Sending of Letters, Postcards & Publicly Available Service Line Map			
Subtotal			\$47,020.00
Total Annual Price			\$102,020.00



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **McClelland Consulting Engineers, Inc. – Amendment No. 4 for the West Water Transmission Main Project**

RECOMMENDATION:

Staff recommends approval of Amendment No. 4 in an amount not to exceed \$3,281,300.00 with McClelland Consulting Engineers, Inc. for the West Water Transmission Main Project, and approval of a budget adjustment.

BACKGROUND:

The City of Fayetteville owns and operates two parallel water transmission lines from Beaver Water District (BWD) in Lowell that enter from the northeast corner of the City. These lines are a 36-inch pipe installed in 1967 and a 42-inch pipe installed in 1993. BWD intends to build a western water distribution point near HWY-112 and the newly constructed Springdale Northern Bypass, HWY-612. This facility will supply a western water transmission feed to all four customer cities, helping with hydraulics, critical redundancy, and overall utility resiliency. Fayetteville's 11.3-mile connection to the proposed BWD facility has been identified in water master plans for many years, but the timeline was previously unknown.

In 2012, the City of Fayetteville hired McClelland Consulting Engineers (MCE) to establish a preliminary alignment for a waterline along this western corridor (Res. 120-12) and begin easement acquisitions. The contract was amended in 2021 (Res. 179-21) to increase funds for appraisals and acquisition support and again in 2022 to bring the design up to 30% (Res. 200-22).

In July 2023 the Arkansas Department of Agriculture Natural Resources Division (ANRD) approved \$85M of low-interest rate funding through the state's drinking water Revolving Loan Fund program. In July the City conducted a formal Engineering Selection Committee meeting (RFQ 23-05) and selected Garney to provide CMAR services for the project.

DISCUSSION:

Amendment No. 4 with McClelland will provide funding for critical construction-phase engineering services, including project management and coordination, bidding phase services for final procurement packages, construction surveying and layout services, construction administration, construction observation, certified welding inspections, and materials testing. Each of these tasks is critical for quality assurance and quality control of this pipeline. A detailed scope and fee narrative and schedule have been provided with the amendment document.

This amendment consists of \$3,281,300.00 in engineering services, increasing the total contract amount from

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

\$2,993,425.00 to \$6,274,725.00. Staff recommends approval of Amendment No. 4 in the amount of \$3,281,300.00 to the Engineering Services Agreement with McClelland Consulting Engineers, Inc. for Construction Phase Services for the West Corridor Water Transmission Line Project.

BUDGET/STAFF IMPACT:

A budget adjustment is attached to move funds into the West Water Transmission Main - Capital Professional Services account.

ATTACHMENTS: 2024-439 SRF McClelland West Water, 2024-439 BA McClelland West Water

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-439

McClelland Consulting Engineers, Inc. – Amendment No. 4 for the West Water Transmission Main Project

A RESOLUTION TO APPROVE AMENDMENT NO. 4 TO THE ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$3,281,300.00 FOR THE WEST CORRIDOR WATER TRANSMISSION MAIN PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on June 5, 2012, the City Council approved Resolution No. 120-12, authorizing a contract with McClelland Consulting Engineers, Inc. for the water transmission line layout and easement acquisition related to a third connection to Beaver Water District; and

WHEREAS, on July 6, 2021, the City Council approved Resolution No. 179-21 amending the contract to provide for easement acquisition support; and

WHEREAS, on September 6, 2022, the City Council approved Resolution No. 200-22 that amended the contract and approved the necessary funds for preliminary design, permit consulting services and associated coordination with state and federal agencies, geotechnical investigations, and additional topographic surveys in the project corridor; and

WHEREAS, Amendment 4 will provide for critical construction-phase engineering services including project management and coordination, bidding phase services for final procurement packages, construction surveying and layout services, construction administration, construction observation, certified welding inspections, and materials testing.

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 approves Amendment No. 4 to the Engineering Services Agreement with McClelland Consulting Engineers, Inc. in an amount not to exceed \$3,281,300.00 for additional construction-phase engineering services associated with the West Water Transmission Main 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

2024-439

Item ID

9/3/2024

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

Tim Nyander

8/15/2024

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 4 in an amount not to exceed \$3,281,300.00 with McClelland Consulting Engineers, Inc. for the West Water Transmission Main Project, and approval of a budget adjustment.

Budget Impact:

5400.800.5650-5860.02

Water and Sewer

Account Number

Fund

18015.2401

West Water Transmission Line

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 85,765,062.00

Expenses (Actual+Encum)

\$ 3,055,855.56

Available Budget

\$ 82,709,206.44

Does item have a direct cost? Yes

Item Cost

\$ 3,281,300.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ -

Remaining Budget

\$ 79,427,906.44

V20221130

Purchase Order Number: 2021-460

Previous Ordinance or Resolution # 222-23

Change Order Number: 4

Approval Date:

Original Contract Number: 2021-00000042

Comments:

Budget Year	Division	Adjustment Number
2024	WATER SEWER (720)	
	Requestor: Cheryl Partain	

A budget adjustment is needed within the West Water Transmission Line project to cover the cost for Amendment 4 with McClelland Consulting Engineers, Inc. Amendment No. 4 with McClelland will provide funding for critical construction-phase engineering services, including project management and coordination, bidding phase services for final procurement packages, construction surveying and layout services, construction administration, construction observation, certified welding inspections, and materials testing. BA is to move available loan funds within the project.

	COUNCIL DATE:	9/3/2024
	ITEM ID#:	2024-439
	Kevin Springer	
	8/16/2024 12:08 PM	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2024725



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Bid 24-35 Jack Tyler Engineering, Inc. - Submersible Jet Aerators for the Noland Water Resource Recovery Facility**

RECOMMENDATION:

Staff recommends awarding Bid 24-35 and authorizing the purchase of two (2) submersible jet aerators in the amount of \$298,526.00 plus applicable taxes and freight charges from Jack Tyler Engineering, Inc. to be used at the Noland Water Resource Recovery Facility.

BACKGROUND:

There are four (4) 100-horsepower Lightnin brand aerators and four (4) 50-horsepower aerators in each basin at the Noland facility. These aerators run 24 hours a day, 7 days a week, 365 days a year. Two of the 100-horsepower Lightnin aerators have failed and they either need to be rebuilt or replaced. Since they are original plant equipment from circa 1986, it is recommended to replace them. The cost of repair on the 100-horsepower Lightnin aerators is 94% of the cost on the new submersible jet aerator. A significant reduction in energy usage and maintenance costs are expected with the proposed new submersible jet aerators.

DISCUSSION:

The City solicited formal bids for two (2) submersible jet aerators to replace the two failed units. Jack Tyler Engineering submitted the only complete bid out of three bidders. Staff recommends awarding the bid for two submersible jet aerators to Jack Tyler Engineering in the amount of \$298,526.00 plus applicable taxes and freight charges. Freight is included within the bid pricing. Taxes are estimated at \$29,106.29 for an estimated total cost of \$327,632.29.

BUDGET/STAFF IMPACT:

Funds are available in the Plant Pumps and Equipment - WWTP account.

ATTACHMENTS: SRF Jack Tyler Engineering, Bid 24-35, Bid Tab - Final, Bid 24-37, Submittal - Jack Tyler Engineering Inc - E



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-431

Bid 24-35 Jack Tyler Engineering, Inc. - Submersible Jet Aerators for the Noland Water Resource Recovery Facility

A RESOLUTION TO AWARD BID #24-35 AND AUTHORIZE THE PURCHASE OF TWO SUBMERSIBLE JET AERATORS FROM JACK TYLER ENGINEERING, INC. IN THE TOTAL AMOUNT OF \$298,526.00, PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES

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 #24-35 and authorizes the purchase of two submersible jet aerators from Jack Tyler Engineering, Inc. in the total amount of \$298,526.00, plus any applicable taxes and freight charges, for use at the Noland Water Resource Recovery Facility.

City of Fayetteville Staff Review Form

2024-431

Item ID

9/3/2024

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

Tim Nyander

8/15/2024

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid 24-35 and authorizing the purchase of two (2) submersible jet aerators in the amount of \$298,526.00 plus applicable taxes and freight charges from Jack Tyler Engineering, Inc. to be used at the Noland Water Resource Recovery Facility.

Budget Impact:

5400.730.5800-5801.00

Water and Sewer

Account Number

Fund

02069.1

Plant Pumps and Equipment WWTP

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,596,635.00

Expenses (Actual+Encum)

\$ 744,385.60

Available Budget

\$ 852,249.40

Does item have a direct cost? Yes

Item Cost

\$ 327,632.29

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 524,617.11

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Freight is included within the bid pricing. Taxes are estimated at \$29,106.29 for an estimated total cost of \$327,632.29.



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 24-35, Submersible Jet Aerators

DEADLINE: Wednesday, May 29, 2024 at 2:00 PM

				Haynes Pump & Process	Electric Motor Center of Springdale	Jack Tyler Engineering
TOTAL				\$78,000.00	\$95,516.00	\$298,526.00
Line #	Description	QTY	UOM	Unit	Unit	Unit
1	Sumbmersible Jet Aerator	2	EA	\$39,000.00	\$47,758.00	\$149,263.00

Rejected: Incomplete

Rejected: Incomplete

 6/7/24
Kenny Fitch, Purchasing Agent

 6/7/2024
Les McGaugh, Purchasing Director



Bid 24-35 Addendum 1

JACK TYLER ENGINEERING INC

JACK TYLER ENGINEERING INC

Supplier Response

Event Information

Number: Bid 24-35 Addendum 1
Title: Submersible Jet Aerators
Type: Invitation to Bid
Issue Date: 5/5/2024
Deadline: 5/29/2024 02:00 PM (CT)
Notes: The City of Fayetteville is seeking bids from qualified vendors for the purchase of two (2) submersible jet aerators. 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.

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 5/29/2024 11:34:07 AM (CT)

Supplier Note

***Major pump components shall be of grey cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other irregularities. All exposed nuts or bolts shall be of stainless steel construction. The ejector casing shall be 304SS. The replaceable orifice plate shall be of high-density polyethylene. Air inlet pipe shall be of schedule 80 PVC pipe. Discharge piping shall be of stainless steel AISI 304L.

Requested Attachments

Bid 24-35, 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 Jet Aerator	Quantity: <u> 2 </u> UOM: <u>EA</u>	Price: \$149,263.00	Total: \$298,526.00
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Response Total: \$298,526.00



**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 24-35, Submersible Jet Aerators

DEADLINE: Wednesday, May 29, 2024 before 2:00 PM, Local Time

PURCHASING AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 05/05/2024

INVITATION TO BID

Bid 24-35, Submersible Jet Aerators

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
Bid 24-35, Submersible Jet Aerators
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 24-35, Submersible Jet Aerators

The City of Fayetteville is seeking bids from qualified vendors for the purchase of two (2) submersible jet aerators. 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 **Wednesday, May 29, 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: 05/05/2024
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$177.41.

City of Fayetteville
Bid 24-35, Submersible Jet Aerators
Required Bid Form – Bid Signature & Online Submittal Requirements

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.

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

- Page 311 of 674

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, Inc.

*BUSINESS ADDRESS: 1801 S. University Ave.

*CITY: Little Rock *STATE: AR *ZIP: 72209

*PHONE: 501-562-2296 FAX: 501-562-4273

*E-MAIL: mqualls@jteng.com

*BY: (PRINTED NAME) Mariah Qualls

*AUTHORIZED SIGNATURE: Mariah Qualls

*TITLE: Bid Coordinator

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 7108 33610

Acknowledge Addendums:

Addendum No. 1 Dated: 5/8/24 Acknowledged by: Mariah Qualls

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 24-35, Submersible Jet Aerators
General Terms and Conditions

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. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8256 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 complete submersible jet aerator.
- 1.2 The winning bidder shall furnish two identical submersible jet aerators.
- 1.3 This bid is for equipment only. Installation shall be the responsibility of the City of Fayetteville.
- 1.4 All specifications written are to minimums, unless otherwise noted.
- 1.5 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.
- 1.6 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 1.7 A list containing a minimum of three (3) users/references shall accompany this bid to qualify as a responsible bidder. The 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 –

- See Note* a. ☒ The aerators shall be made of cast iron.
- b. ☒ The aerators shall be equipped with a 60 HP submersible electric motor, with fifty (50) feet of submersible cable suitable for submersible pump applications.
- c. ☒ The aerators shall be explosion approved with a hardened iron impellor and a seal fail sensor.
- d. ☒ The aerators shall have an integral motor cooling system with built in thermal sensors.
- e. ☒ The motor shall operate on 460 volts, 3 phase, 60 hertz.
- f. ☒ The power cable shall be sized according to NEC and ICEA standards.
- g. ☒ Skid shall be stainless steel with a 3/8-inch stainless steel chain and shackle.
- h. ☒ The air inlet shall be Schedule 80 PVC pipe.
- i. ☒ Inlet bodies shall be stainless steel.
- j. ☒ All nozzles shall be stainless steel.

3. TECHNICAL SPECIFICATIONS –

- a. ☒ The aerators shall have a minimum Standard Oxygen Transfer Rate (SOTR) of ninety-five (95) pounds per hour and have a mixing area of at least 1500 square feet.
- b. ☒ The aerators shall be suitable for VFD operation.

4. WARRANTY –

- a. ☒ The warranty shall begin at the time the aerator is installed.
- b. ☒ The aerators 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.



JACK TYLER ENGINEERING, INCORPORATED

6301 S UNIVERSITY AVENUE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 FAX (501) 562-4273 WATTS 1-800-562-2296

QUOTATION NUMBER: SJ22124A **QUOTATION DATE:** February 21, 2024 **PAGE:** 1 OF 2

TO: City of Fayetteville
1400 N Fox Hunter Road
Fayetteville, AR 72701

COPIES: Stephen Eoff
James Spann
Cory Gray

ATTN: Tim Marr

Phone: 479-616-0043
Email: timothy.marr@jacobs.com

ITEM 1: FLYGT Jet Aerator

Xylem FLYGT model NS3202.095 614 60HP 460/3/60 50' FLS FM rated submersible pump, with 60HP 460 volt 3 phase motor suitable for inverter service, hardened iron N-Technology impeller, 50ft cable, FLYGT Leak Sensor, MiniCAS II & socket for controls.

Xylem FLYGT model JA317-S6-3202-614 Aerator Skid in Stainless Steel with 304SS coil chain & shackle and 4" PVC Schd 80 Air Inlet Pipe Assemblies (3)

PRICE EACH\$ 149,263

DELIVERY: 10-14 Weeks, ARO

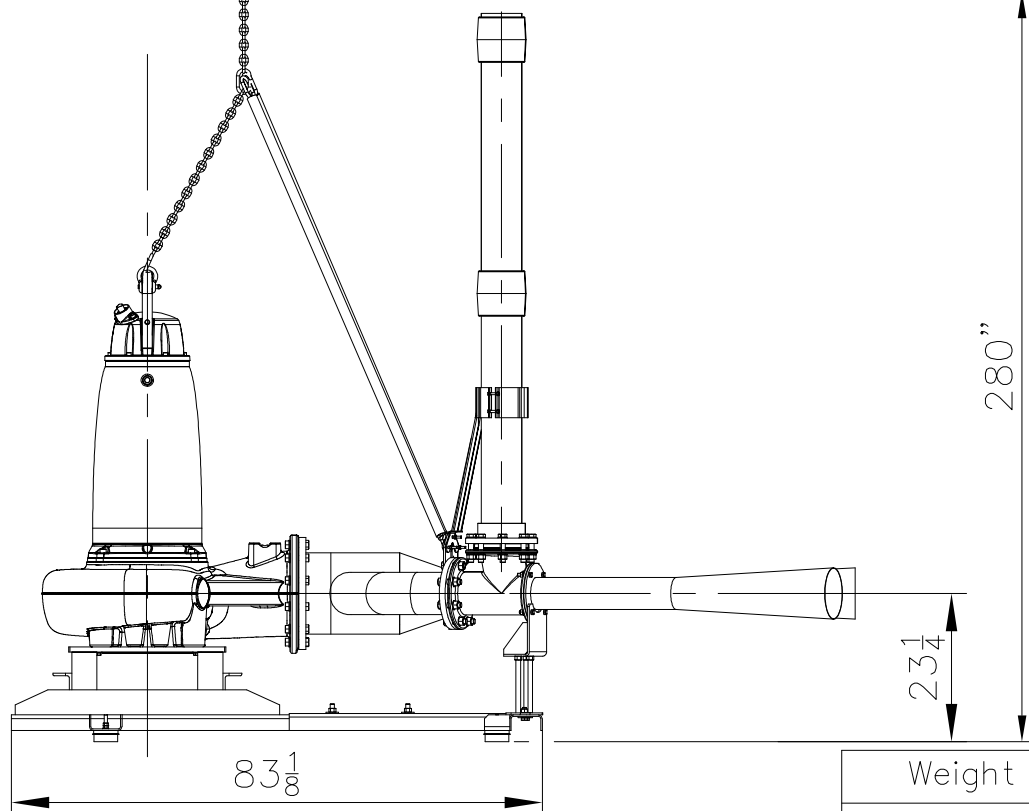
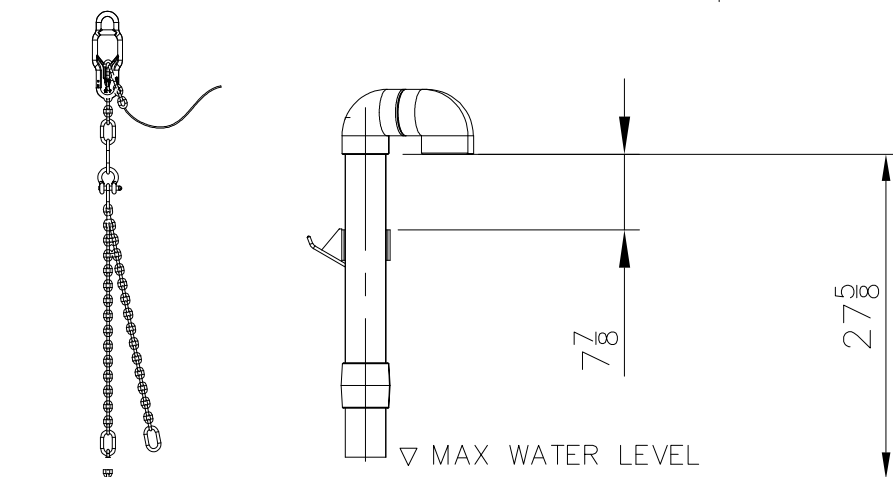
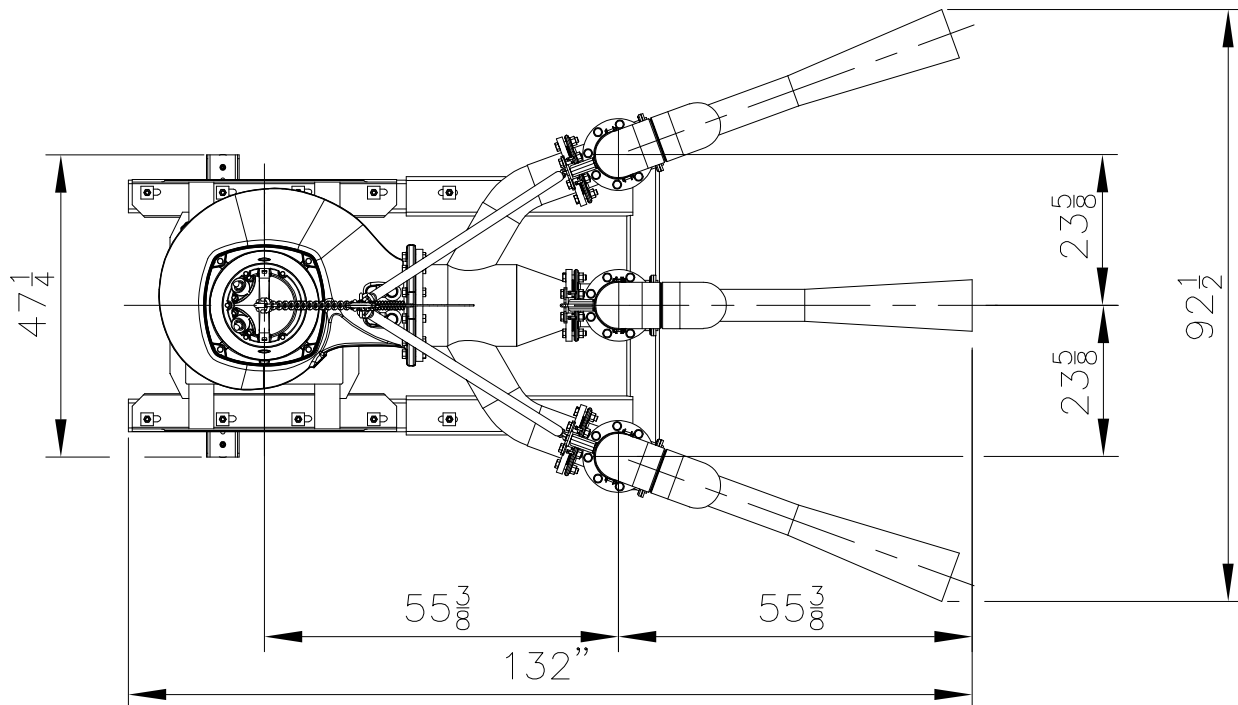
*****NOTE: APPLICABLE SALES TAXES ARE NOT INCLUDED IN QUOTED PRICE.**

Thank you for the opportunity to quote on your requirements. If we may be of further assistance, please do not hesitate to contact me at scott@jteng.com or 479-806-8970.

Very truly yours,

JACK TYLER ENGINEERING, INCORPORATED

Scott Jones
Senior Sales Representative



NS 3202,800,810,820,830,840,850 LT

Weight total	Lbs
Incl. 5m PVC pipe	3100

	NS	JA	LT	3202	Discharge outlet	Scale	Date
	317				Pump outlet ø12"	1:30	230808
					Pump inlet	Drawing number	Revision
					Suction inlet	7763400	4



JACK TYLER ENGINEERING, INCORPORATED

6301 S UNIVERSITY AVE, 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.

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.



Xylem Water Solutions USA, Inc. Flygt Products

9625 Tualatin-Sherwood Rd. Tualatin, Oregon 97062

Tel (503) 240-1980

Fax (503) 240-3445

February 8, 2022

Flygt Submersible Jet Aerators

Re: Customer Reference Contacts

1. Bill Schmittle
Recycled Water Superintendent
City of Hermiston
2205 N 1st Place
Hermiston OR, 97838
541-567-5272
bschmittle@hermiston.or.us
2. Terry Gilbertson
Palm Valley WWTP
14222 W McDowell Rd,
Goodyear, AZ 85395
623-298-4825
Terry.Gilbertson@libertyutilities.com
3. Steve Nuttall
Utilities Supervisor
Kent WWTP
District of Kent
Box 70, 7170 Cheam Avenue
Agassiz, BC
V0M 1A0
604-796-9145
snuttall@kentbc.ca
4. Kenny Oleman
Wastewater Plant Supervisor
City of Tillamook
710 5th St,
Tillamook, OR 97141
503-812-6064
koleman@tillamookor.gov



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 INSURER A: Indemnity Insurance Co. of North America 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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	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



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 Parsons Insurance 124 W. Capitol Ave. Suite 1500 Little Rock AR 72201	CONTACT NAME: Mary Jo Zakrzewski PHONE (A/C, No, Ext): (501) 621-5918 E-MAIL ADDRESS: mj@parsons-ins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 012831
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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability Included ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			HLM51CL0621816-05	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			HLM51CL0621816-05	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			HLM51CL0621816-05	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						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**CANCELLATION**

City of Fayetteville 113 W. Mountain St. Fayetteville AR 72701	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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MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council
THRU: Brad Hardin, Fire Chief
FROM: Granville Wynn, Financial Analyst - Fire
SUBJECT: **Approval of a bid waiver for the purchase of Amkus firefighting rescue equipment for use by the Fayetteville Fire Department from Precision Rescue within approved budget.**

RECOMMENDATION:

Approval of a bid waiver for the purchase of Amkus firefighting rescue equipment for use by the Fayetteville Fire Department from Precision Rescue within approved budget.

BACKGROUND:

The Fayetteville Fire Department uses Amkus brand hydraulic rescue tools on all of our apparatus. Keeping with the same brand means we can utilize the same power units, hoses, tool parts and battery types since parts between different manufacturers are not interchangeable. For this reason, it is not practical or feasible to bid since Precision Rescue is the only local authorized maintenance/ warranty provider for Amkus rescue equipment.

DISCUSSION:

By keeping with Amkus, we can use Precision Rescue to do all of the maintenance on the rescue tools and any repairs are done quickly. If any units are going to be down, loaner equipment is available from them as well to ensure we keep rescue tools in service.

BUDGET/STAFF IMPACT:

Funds exist in the Capital Improvement Project, Firefighting Safety Equipment, Project #16002.1. The initial purchase is \$42,598.50. Any additional purchases will be within approved budget.

ATTACHMENTS: SRF (#3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-422

Approval of a bid waiver for the purchase of Amkus firefighting rescue equipment for use by the Fayetteville Fire Department from Precision Rescue within approved budget.

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF AMKUS FIREFIGHTING RESCUE EQUIPMENT FROM PRECISION RESCUE IN THE AMOUNT OF \$42,598.50 FOR USE BY THE FAYETTEVILLE FIRE DEPARTMENT

WHEREAS, the Fayetteville Fire Department uses Amkus brand hydraulic rescue tools on all fire apparatus; and

WHEREAS, it is not practical or feasible to bid because parts between different manufacturers are not interchangeable, and because Precision Rescue is the only authorized dealer for the sales and service of Amkus Rescue Systems in the state of Arkansas.

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 Amkus firefighting rescue equipment in the amount of \$42,598.50 from Precision Rescue for use by the Fayetteville Fire Department.

City of Fayetteville Staff Review Form

2024-422

Item ID

9/3/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brad Hardin

8/6/2024

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a bid waiver for the purchase of Amkus firefighting rescue equipment for use by the Fayetteville Fire Department from Precision Rescue within approved budget.

Budget Impact:

4470.300.8300-5210.00

Sales Tax Capital Improvements

Account Number

Fund

16002.1

Firefighting Safety Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 240,205.00

Expenses (Actual+Encum)

\$ 46,771.96

Available Budget

\$ 193,433.04

Does item have a direct cost? Yes

Item Cost

\$ 42,598.50

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 150,834.54

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

PRECISION RESCUE

QUOTE

5667 Bear Valley Lane
Harrison, Arkansas 72601
Phone: (870)-715-2191



BILL TO

Fayetteville Fire Dept

INVOICE

DATE

8/6/2024

PARATECH®

DESCRIPTION	Serial #	QTY	UNIT PRICE	AMOUNT
Amkus ION IS320 32" lighted handle spreader w/2 9 amp hr batteries and charger		1	13,900.00	13,900.00
Amkus ION IC750 lighted rotating handle cutter w/2 9 amp hr batteries and charger		1	12,500.00	12,500.00
Amkus ION ITR500 50" telescopic ram w/2 9 amp hr batteries and charger		1	11,000.00	11,000.00
extended reach tips (pair)		1	1,050.00	1,050.00
				-
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				-

Thank you for your business!

PARTS	\$	-
LABOR	\$	-
FREIGHT	\$	364.12
SUBTOTAL	\$	38,814.12
TAX RATE		9.750%
TAX	\$	3,784.38
TOTAL	\$	42,598.50



4201 Montdale Drive
Valparaiso, IN 46383-4098
219-548-5000
800-592-6587
Fax: 219-476-1669

August 6th, 2024

To Whom It May Concern:

Please be advised that AMKUS Rescue Systems operates through a dealer network to provide our customers with the best and most efficient service. Each dealer is assigned a specific territory. That dealer is responsible for the customers in the given territory for all AMKUS sales and service.

The dealer is responsible for maintaining an inventory of spare parts to provide quick service to the customers in their territory. The dealer is responsible for installation, service, repair, maintenance and upgrading of the products in their territory using only genuine AMKUS parts.

Please be advised that **Precision Rescue** is presently our exclusive dealer for the sales and service of AMKUS Rescue Systems for **Fayetteville Fire Department, Arkansas**. Please set them up as your authorized sales and service location. If I may be of further assistance, please do not hesitate to call, 1-800-592-6587.

Best Regards,

A handwritten signature in black ink, appearing to read 'Eric Montelongo'.

Eric Montelongo
Inside Sales Coordinator
AMKUS Rescue Systems



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council
THRU:
FROM: Mike Reynolds, Police Chief
SUBJECT: Grant Award for Funding of the 4th Judicial District Drug Task Force

RECOMMENDATION:

Staff recommends approval of a resolution to accept a grant award for funding of the 4th Judicial District Drug Task Force (4th JDDTF) through the Arkansas Department of Finance and Administration's (ADF&A) Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs in the amount of \$272,301. The grant award amount represents \$169,676 in federal grant funding, \$56,559 in state grant funding, and \$46,066 in required local in-kind matching funds.

BACKGROUND:

The Arkansas Department of Finance and Administration (ADF&A) has provided federal and state funding to the City of Fayetteville for multi-jurisdictional drug task force activities since 1991. Grant funding is provided by the Edward Byrne Memorial Justice Assistance Grant Program and the State Drug Crime Enforcement and Prosecution Fund. Use of these funds are dictated by the 2020-2025 Statewide Strategic Plan adopted by the Arkansas Alcohol and Drug Abuse Coordinating Council. The City of Fayetteville, as the fiduciary of the 4th JDDTF, is a sub grantee of the Arkansas Alcohol and Drug Abuse Coordinating Council, and these grant funds can only be used for law enforcement purposes.

Participating law enforcement agencies include Fayetteville, Springdale, Prairie Grove, Farmington, Lincoln, Greenland, West Fork, Goshen, Elkins, Tontitown, Elm Springs, and Washington County. The DTF Control Group consists of top law enforcement officials from Fayetteville, Springdale, Elkins, and Washington County. Fayetteville continues to provide fiduciary oversight of this funding and provides a DTF Supervisor, three (3) DTF Officers, and a DTF Secretary. Springdale provides three (3) DTF Officers, Washington County provides a DTF Officer, and Elkins provides a DTF Officer which represents the rural member agencies.

DISCUSSION:

ADF&A's Office of Intergovernmental Services is providing grant funding through the Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs. The award for grant funding will partially reimburse personnel expenses of the task force officers. The grant award will be distributed as follows:

Fayetteville - \$106,932.50 in Federal funds, \$35,644.37 in State Fund, and \$29,031.53 in local match funds;
Springdale - \$22,820.83 in Federal funds, \$7,606.99 in State funds, and \$6,195.71 in local match funds;
Washington County - \$22,693.50 in Federal funds, \$7,564.55 in State funds, and \$6,161.15 in local match funds; and Elkins - \$17,229.17 in Federal funds, \$5,743.09 in State funds, and \$4,677.61 in local match.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

No increase in budgeted funds will be required. The current 4th JDDTF budget will be sufficient for the balance of 2024. This grant funding will have no impact on current staffing levels.

ATTACHMENTS: SRF (#3), SRM (#4), 2024-2025 Award Packet - 4th JD DTF Award (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-419

Grant Award for Funding of the 4th Judicial District Drug Task Force

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT FOR STATE FUNDING OF THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE IN THE AMOUNT OF \$272,301.00, AND TO AUTHORIZE MAYOR JORDAN TO SIGN ALL NECESSARY DOCUMENTS TO RECEIVE THE GRANT FUNDS

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 acceptance of a State Drug Crime Enforcement and Prosecution Grant for state funding of the Fourth Judicial District Drug Task Force in the amount of \$272,301.00, and authorizes Mayor Jordan to sign all necessary documents to receive the grant funds.

City of Fayetteville Staff Review Form

2024-0419

Item ID

9/3/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Mike Reynolds

8/7/2024

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution to accept a grant award for funding of the 4th Judicial District Drug Task Force (4th JDDTF) through the Arkansas Department of Finance and Administration's (ADF&A) Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs in the amount of \$272,301. The grant award amount represents \$169,676 in federal grant funding, \$56,559 in state grant funding, and \$46,066 in required local in-kind matching funds.

Budget Impact:

2930.200.2960-various

Drug Enforcement

Account Number

Fund

31604/31605

4th DTF Byrne/4th DTF State Drug Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,143,915.00

Expenses (Actual+Encum)

\$ 495,682.36

Available Budget

\$ 648,232.64

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 648,232.64

Purchase Order Number:

Previous Ordinance or Resolution #

V20221130

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF SEPTEMBER 3, 2024

TO: Mayor and City Council
FROM: Mike Reynolds, Chief of Police
DATE: August 7, 2024

A handwritten signature in black ink, reading "Mike Reynolds".

SUBJECT: Grant Award for Funding of the 4th Judicial District Drug Task Force

RECOMMENDATION:

Staff recommends approval of a resolution to accept a grant award for funding of the 4th Judicial District Drug Task Force (4th JDDTF) through the Arkansas Department of Finance and Administration's (ADF&A) Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs in the amount of \$272,301. The grant award amount represents \$169,676 in federal grant funding, \$56,559 in state grant funding, and \$46,066 in required local in-kind matching funds.

BACKGROUND:

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DISCUSSION:

ADF&A's Office of Intergovernmental Services is providing grant funding through the Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs. The award for grant funding will partially reimburse personnel expenses of the task force officers. The grant award will be distributed as follows: Fayetteville - \$106,932.50 in Federal funds, \$35,644.37 in State Fund, and \$29,031.53 in local match funds; Springdale - \$22,820.83 in Federal funds, \$7,606.99 in State funds, and \$6,195.71 in local match funds; Washington

County - \$22,693.50 in Federal funds, \$7,564.55 in State funds, and \$6,161.15 in local match funds; and Elkins - \$17,229.17 in Federal funds, \$5,743.09 in State funds, and \$4,677.61 in local match.

BUDGET/STAFF IMPACT:

No increase in budgeted funds will be required. The current 4th JDDTF budget will be sufficient for the balance of 2024. This grant funding will have no impact on current staffing levels.

Attachments:

Grant Award Packet



**ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION**

OFFICE OF INTERGOVERNMENTAL SERVICES

1515 West Seventh Street, Suite 404

P.O. Box 8031

Little Rock, Arkansas 72203-8031

Phone: (501) 682-1074

Fax: (501) 682-5206

<https://www.dfa.arkansas.gov/intergovernmental-services>

☒

JAG

☐

RSAT

☒

DCF

☐

COAP/COSSAP

CATALOG OF DOMESTIC FEDERAL ASSISTANCE

CFDA Number 16.738 – Edward Byrne Memorial Justice Assistance Grant

Arkansas State Drug Crime Enforcement and Prosecution Grant Fund (DCF)

1. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

Lioneld Jordan, Mayor
4TH JD DTF
113 W. Mountain St.
Fayetteville, AR 72704

6. SUBGRANT NUMBER: 255041-22JL
255041-23JL
255041-25DF

2. FEDERAL IDENTIFICATION NUMBER/UEI:
71-6018462/ZGAZNS4HKFY3

7. START DATE: July 1, 2024
END DATE: June 30, 2025

3. MODIFICATION EFFECTIVE DATE:

8. AWARD DATE: July 1, 2024

9. ACTION: Initial ☒

Modification

4. MODIFICATION AMOUNT: \$
FEDERAL AMOUNT: \$
STATE AMOUNT: \$
LOCAL MATCH: \$

10. AWARD AMOUNT: **\$272,301**
FEDERAL AMOUNT: **\$169,676**
STATE AMOUNT: **\$56,559**
LOCAL MATCH: **\$46,066**
No Indirect Rate Cost

5. PROJECT DESCRIPTION

Identify arrest and prosecute individuals who are manufacturing, selling, or transporting drugs in or through the program's jurisdictional area of operations. This subaward is not an R&D.

This award issued is subject to the [DOJ Grants Financial Guide \(ojp.gov\)](#).

11. SPECIAL CONDITIONS (Check if applicable)

☒

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS SET FORTH IN IT'S APPLICATION AND ALL CERTIFICATIONS ASSURANCES AND SPECIAL CONDITIONS PREVIOUSLY AGREED TO.

This project is supported under Act 1086 of 2007: The State Drug Crime Enforcement and Prosecution Grant Fund

AGENCY APPROVAL		SUBGRANTEE APPROVAL	
12. TYPED NAME AND TITLE OF APPROVING IGS OFFICIAL Doris Smith, DFA Administrator Intergovernmental Services		15. TYPED NAME AND TITLE OF AUTHORIZED SUBGRANTEE OFFICIAL Lioneld Jordan, Mayor 4TH JD Drug Task Force (DTF)	
13. SIGNATURE OF APPROVING OFFICIAL	14. DATE:	16. SIGNATURE OF AUTHORIZED OFFICIAL	17. DATE:

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		
* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		
* If Revision, select appropriate letter(s): * Other (Specify): 		
* 3. Date Received: 		4. Applicant Identifier:
5a. Federal Entity Identifier: 		5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Fayetteville, Arkansas		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 71-6018462		* c. Organizational DUNS: 0716076880000
d. Address:		
* Street1: 1800 N. Stephen Carr Memorial Blvd.		
Street2:		
* City: Fayetteville		
County/Parish:		
* State: AR: Arkansas		
Province:		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 72704-5569		
e. Organizational Unit:		
Department Name: Police Department		Division Name: 4th Judicial District DTF
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	* First Name: Willie	
Middle Name:		
* Last Name: Newman		
Suffix:		
Title: Fiscal Officer		
Organizational Affiliation: 		
* Telephone Number: 479-587-3581		Fax Number:
* Email: wnewman@fayetteville-ar.gov		

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

US Department of Justice, Office of Justice Program, Bureau

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant (JAG)

* 12. Funding Opportunity Number:

Solicitation FY2024

* Title:

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY2024

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Law Enforcement/Drug Task Force (Arkansas)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	169,676.00
* b. Applicant	0.00
* c. State	56,559.00
* d. Local	46,066.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	272,301.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will 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) §§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) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Fayetteville, Arkansas	

Standard Form 424B (Rev. 7-97) Back



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature of Contracting Official

Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of 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.

Lioneld Jordan, Mayor

Name and Title of Authorized Representative

Signature

Date

City of Fayetteville, Arkansas

Name of Organization

1800 N. Stephen Carr Memorial Blvd, Fayetteville, AR 72704-5569

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. 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.

3. 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 when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. 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.

6. The prospective lower 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 Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph 5 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.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment 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;

(c) 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 (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

City of Fayetteville, Arkansas
1800 N. Stephen Carr Memorial Blvd.
Fayetteville, AR 72704-5569

2. Application Number and/or Project Name

4th Judicial District Drug Task Force

3. Grantee IRS/Vendor Number

71-6018462

4. Typed Name and Title of Authorized Representative

Lioneld Jordan, Mayor

5. Signature

6. Date

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: City of Fayetteville, Arkansas

Address: 1800 N. Stephen Carr Memorial Blvd, Fayetteville, AR 72704

Is agency a: ☐ Direct or ☒ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☒ Yes ☐ No

DUNS Number: 0756577420000

Vendor Number (only if direct recipient)

Name and Title of Contact Person: Willie Newman

Telephone Number: 479-587-3581

E-Mail Address: wnewman@fayetteville-ar.gov

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees.

☐ Indian Tribe

☐ Medical Institution.

☐ Nonprofit Organization

☐ Educational Institution

☐ Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that _____

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

City of Fayetteville, Arkansas Human Resources Division

[organization],

113 W. Mountain St., Fayetteville, AR 72701

[address].

Lioneld Jordan, Mayor

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

[illegible]

OMB Control No. 1121-0340 Expiration Date: 12/31/2015

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Fayetteville	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ► Government/Inc	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 113 W Mountain St	Requester's name and address (optional)
	6 City, state, and ZIP code Fayetteville, AR 72701	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
7	1		-	6	0	1	8	4 6 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Lis McLaugh</i>	Date ► <i>1/2/2024</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Initial Here	Special Conditions
	1 Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
	2 Applicability of Part 200 Uniform Requirements The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP. The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm. Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a

	different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334. In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification
	3 Requirement to report actual or imminent breach of personally identifiable information (PII) The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
	4 OJP Training Guiding Principles Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.
	5 Requirements of the award; remedies for non-compliance or for materially false statements The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of

	performance also is a material requirement of this award. Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance. Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801- 3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.
	6 Compliance with DOJ regulations pertaining to civil rights and

	nondiscrimination - 28 C.F.R. Part 38 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
	7 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
	8 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
	9 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

	The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
	10 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
	11 Requirement for data on performance and effectiveness under the award The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

	12 Determination of suitability to interact with participating minors SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age. The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.
	13 Compliance with DOJ Grants Financial Guide References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.
	14 Encouragement of policies to ban text messaging while driving Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
	15 Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved

in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has

	required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
	17 Reclassification of various statutory provisions to a new Title 34 of the United States Code On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.
	18 All subawards ("subgrants") must have specific federal authorization The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any

	subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.
	19 Requirements related to System for Award Management and Universal Identifier Requirements The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
	20 Restrictions on "lobbying" In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C.

	1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.) Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
	21 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.
	22 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

	The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
	23 Requirement to report potentially duplicative funding If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification.
	24 Reporting potential fraud, waste, and abuse, and similar misconduct The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit

	Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.
	25 The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
	26 Required monitoring of subawards The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
	27 Justice Information Sharing

	Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gspgrantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
	28 Compliance with 28 C.F.R. Part 23 With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.
	29 Confidentiality of data The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.
	30 The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
	31 The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

	32 Law enforcement task forces - required training Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
	33 Justification of consultant rate Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
	34 The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

35**Compliance with National Environmental Policy Act and related statutes**

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an

	Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.
	36 Establishment of trust fund If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.
	37 Required data on law enforcement agency training Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
	38 Expenditures prohibited without waiver No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures

	essential to the maintenance of public safety and good order.
	39 If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

SPECIAL CONDITIONS FOR FEDERAL AWARD 15PBJA-23-GG-02964-JAGX

Initial Here	Special Conditions
	1 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.
	2 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
	3 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

	Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
	4 Applicability of Part 200 Uniform Requirements The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP. The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm. Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334. In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.
	5 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

SPECIAL CONDITIONS FOR FEDERAL AWARD 15PBJA-23-GG-02964-JAGX

	The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
6	Requirement for data on-performance and effectiveness under the award The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
7	Compliance with DOJ Grants Financial Guide References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.
8	Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a

	recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
	9 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
	10 Effect of failure to address audit issues The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
	11 Requirements of the award; remedies for non-compliance or for materially false statements The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that

relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

	The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
	13 Employment eligibility verification for hiring under the award 1. The recipient (and any subrecipient at any tier) must-- A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1). B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both-- (1) this award requirement for verification of employment eligibility, and (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1). D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings. 2. Monitoring The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition. 3. Allowable costs To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this

	condition. 4. Rules of construction A. Staff involved in the hiring process For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds. B. Employment eligibility confirmation with E-Verify For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds. C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands. D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law. E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
	14 OJP Training Guiding Principles

	Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.
	15 Determination of suitability to interact with participating minors SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age. The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.
	16 Restrictions and certifications regarding non-disclosure agreements and related matters No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

	1. In accepting this award, the recipient-- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency. 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-- a. it represents that-- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
17	Reclassification of various statutory provisions to a new Title 34 of the United States Code

	On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.
	18 Requirement to report actual or imminent breach of personally identifiable information (PII) The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
	19 Encouragement of policies to ban text messaging while driving Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
	20 All subawards ("subgrants") must have specific federal authorization

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	The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.
	21 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.
	22 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking

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	in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
	23 Requirement to report potentially duplicative funding If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.
	24 Reporting potential fraud, waste, and abuse, and similar misconduct The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.
	25 Requirements related to System for Award Management and Universal Identifier

	Requirements The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
	26 Restrictions on "lobbying" In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.) Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the

	express prior written approval of OJP.
27	Justice Information Sharing Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
28	Law enforcement task forces - required training Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
29	Required monitoring of subawards The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial

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	Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
	30 Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
	31 Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
	32 Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download),

	and must collect and report the metrics identified in Section IX of that document to BJA.
	33 The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
	34 Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
	35 Cooperating with OJP Monitoring The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

38

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity

and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

40

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

41

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS- relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

42**Compliance with National Environmental Policy Act and related statutes**

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For

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	any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.
43 Establishment of trust fund	If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.
44 Certification of body armor "mandatory wear" policies, and compliance with NIJ standards	If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/

	topics/equipment-and-technology/body-armor
	45 Prohibition on use of award funds for match under BVP program JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.
	46 If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
	47 Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States).

SPECIAL CONDITIONS FOR FEDERAL AWARD 15PBJA-23-GG-02964-JAGX

	The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
	48 Exceptions regarding Prohibited and Controlled Equipment under OJP awards Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.
	49 Required data on law enforcement agency training Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de- escalation of conflict, and constructive engagement with the public.



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **APPEAL: RZN-2024-0030: Rezoning (N. FUTRALL DR BETWEEN WEDINGTON DR & MLK BLVD/WATSON, 480): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located on N. FUTRALL DR BETWEEN WEDINGTON DR & MLK BLVD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 6.62 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES - GENERAL.**

RECOMMENDATION:

City Planning staff recommend approval and the Planning Commission recommend denial of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property, parcel 765-14601-000, is immediately east of I-49 and approximately $\frac{3}{4}$ mile north of the intersection with E. Martin Luther King Jr. Blvd. The property has frontage along N. Futrall Drive, which is a one-way street heading north and is Arkansas Department of Transportation (ARDOT) right-of-way. The parcel contains 6.62 acres, and is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre. The site is currently undeveloped and has almost 100% tree canopy coverage. The property is located within the I-540 Overlay District and a small portion of the site is within the Hillside-Hilltop Overlay District. A request to rezone the property to CS, Commercial Services, was submitted to the Planning Commission in January 2022, where it was denied. No appeal was heard by the City Council following the denial.

Request: The request is to rezone the property to NS-G, Neighborhood Services, General. The applicant has not submitted any additional development plans, though has amended their original request from CS, Community Services.

Public Comment: Written public comment has been received in opposition to the request and it is attached to this report. No members of the public spoke at the public hearings.

Land Use Compatibility: On the balance of considerations, staff finds the updated request to rezone the property from RSF-4, Residential Single-Family, 4 Units per Acre to NS-G to be compatible at this location. NS-G is a less intense zoning district than the originally-proposed CS, allows for minimal non-residential uses, and allows for up to 4-family dwellings by-right; larger multi-family structures (five connected units or more) would require a conditional use permit approval. NS-G also allows for buildings up to 3 stories tall as opposed to the 5 stories permitted under CS. With a future trail planned along Futrall Drive, this could eventually provide bike and pedestrian connectivity to and from this site and proposed developments closer to Wedington Drive

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Fayetteville, AR 72701

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and existing developments closer to Martin Luther King Jr. Boulevard. Additionally, a rezoning to NS-G could allow for non-residential uses that may be of use to nearby developments. Conversely, much of the surrounding property is undeveloped, and the site lacks basic utility and infrastructure access such as public water and public sewer. The property currently has the entitlement to develop 4 units per acre; given the property's size, this may allow for the development of up to 26 single-family dwellings, though would likely result in fewer given the steep topography and any necessary right-of-way dedication, tree preservation, and drainage requirements. Staff recognizes that strictly single-family uses may not be the highest and most efficient use of the property at this location and may still negatively affect traffic flow along Futrell Drive.

Land Use Plan Analysis: Staff finds that generally a request to upzone this property is not consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. While there is not a stated neighborhood or comprehensive plan for this specific area, recent policy decisions in the surrounding area indicate an intention for this area to remain zoned as-is; a previous rezoning request to CS was denied by the Planning Commission in 2022. To the east of the property, a Bill of Assurance was granted with a downzoning to R-A in 2018 to conserve the area with no allowable home construction associated with that rezoning. To the north, the City of Fayetteville acquired approximately 61 acres of land from the University of Arkansas for the preservation of the Markham Hill Woods. The site has a low infill score and is called out as a Residential Neighborhood Area, with the implication that any development at this location is intended to be primarily residential, rather than commercial uses. Staff finds that NS-G does get closer to meeting long-term land use plans for the area than CS, since it is still categorized as a primarily residential zone, with allowances for the insertion of smaller-scale non-residential uses.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 4 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, 990 S. Hollywood)
- Near City Park (Markham Hill Woods)
- Near Paved Trail (Shiloh Trail, across I-49, Fayetteville Traverse (unpaved)
- Near Razorback Bus Stop (Route 44)

DISCUSSION:

Due to scheduling conflicts, the applicant requested the item be tabled from the June 24th, 2024 Planning Commission meeting to July 8th.

On July 8th, the Planning Commission voted 7-0-0 to table the request to afford time to evaluate alternatives to the requested CS, Community Services zoning district.

Ultimately, the applicant amended their request to rezone the property from RSF-4 to NS-G, Neighborhood Services - General. At the July 22, 2024 Planning Commission meeting, a motion to forward the request to rezone the property to NS-G failed for lack of majority. The vote was tied at 4-4-0, with Commissioners Garlock, Gulley, Madden, and Werner opposed. Commissioners in opposition were concerned about the lack of available infrastructure on the property, access to surrounding amenities and transportation networks, and a desire to see the tree canopy and natural area maintained along the highway corridor. Commissioners in favor felt that RSF-4 was not an appropriate zoning district for the area and found that some zoning direction had to be given for the site after multiple attempts to rezone had failed. They agreed that NS-G was a reasonable request that allowed for creative solutions on an otherwise difficult-to-develop property (topography, lack of infrastructure, and connectivity issues). No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

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N/A

ATTACHMENTS: Appeal Letter (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-385

APPEAL: RZN-2024-0030: Rezoning (N. FUTRALL DR BETWEEN WEDINGTON DR & MLK BLVD/WATSON, 480): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located on N. FUTRALL DR BETWEEN WEDINGTON DR & MLK BLVD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 6.62 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 2024-30 FOR APPROXIMATELY 6.62 ACRES LOCATED ON NORTH FUTRALL DRIVE BETWEEN WEDINGTON DRIVE AND MLK BOULEVARD IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES - GENERAL, 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 RSF-4, Residential Single-Family, Four Units per Acre to NS-G, Neighborhood Services - General, subject to the attached 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.

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILL A. KELLSTROM, P.A.
MICHELLE FENDLEY
CATELYN J. GIBBS
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
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DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER
LIZBETH CHAVEZ, SECRETARY

July 23, 2024

City Council
Attn: City Clerk
113 W. Mountain Street
Fayetteville, AR 72701

Re: Appeal of Planning Commission Denial of RZN-2024-0030

To Whom it May Concern:

My name is Will Kellstrom and my firm represented the applicant, The Watson Family Trust ("Applicant"), in the aforementioned rezone. In RZN-2024-0030, the Applicant requested that the Property, Parcel No. 765-14601-000 be rezoned from RSF-4, Residential Single Family, Four Units Per Acre, to NS-G, Neighborhood Services General. That request was denied on July 22nd, 2024, with the Planning Commission voting 4-4 on a motion to forward the request to City Council, and the motion failing accordingly.

The Applicant wishes to appeal the decision of the Planning Commission to City Council, pursuant to §155.02 and §155.05 of the Fayetteville Code of Ordinances, on the grounds of the following errors by the Planning Commission:

- (1) Failure to Properly Consider Zoning and Use of Surrounding Properties
- (2) Failure to Properly Consider the Incompatibility of the Present Zoning
- (3) Failure to Properly Consider the Compatibility of the Proposed Zoning
- (4) Incorrect Determination of the Highest and Best Use of the Property

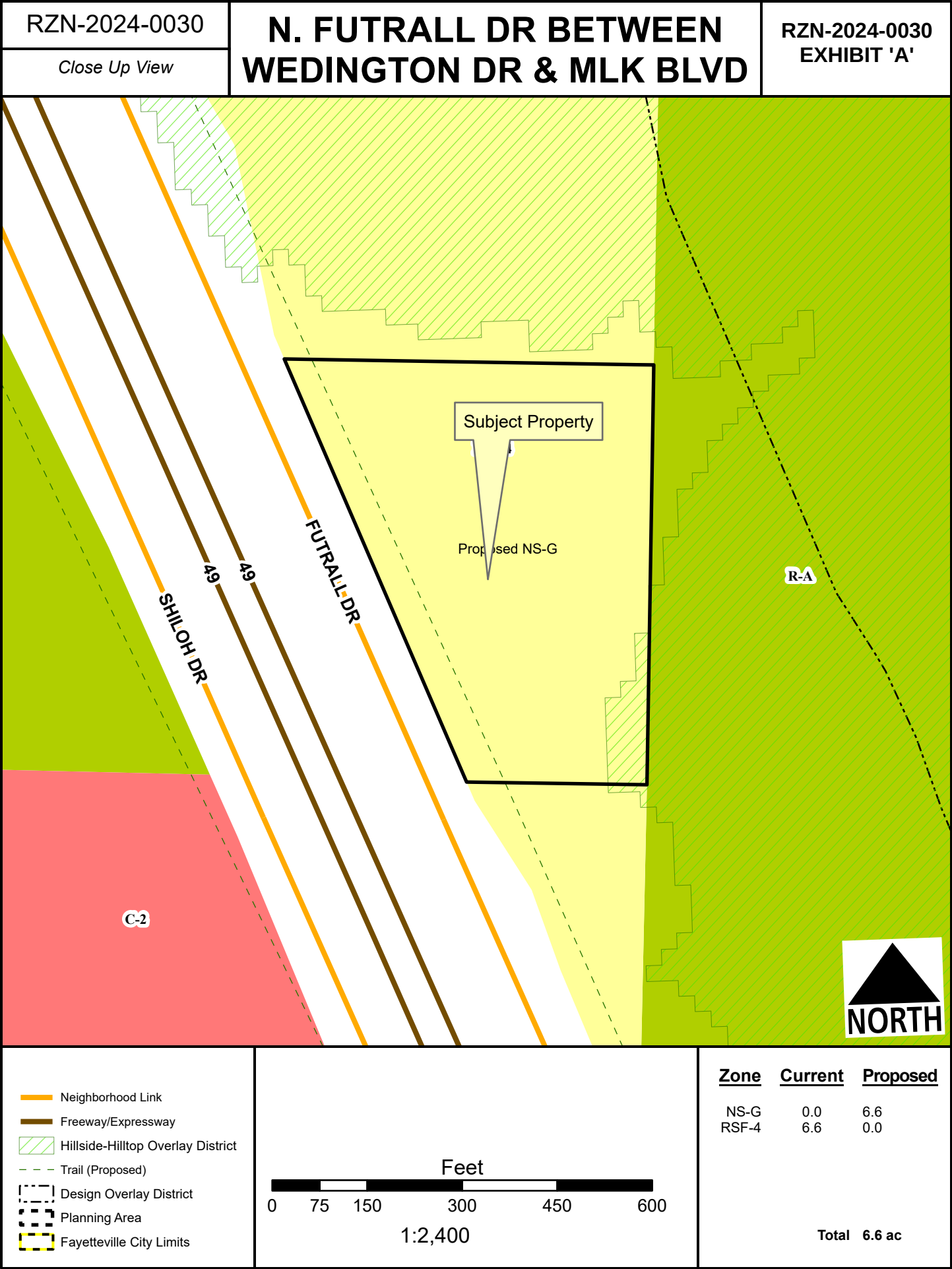
Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:



RZN-2024-0030
EXHIBIT 'B'

LEGAL DESCRIPTION

GIS Approved

05/22/2024 11:49:08 AM

Part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 18, Township 16 North, Range 30 West, being more particularly described as follows, To-Wit: Beginning at the Southeast corner of said forty acre tract, and running thence N0°39'32"E 662.85', thence N89°20'28"W 641.83' to a point on the East Right-of-Way of U.S. Highway #71, thence S23°00'54"E 723.76', thence S89°20'28"E to the Point of Beginning, containing 7.56 acres.

Less and except the following described tract taken for highway purposes:

Part of the Southwest Quarter of the Northeast Quarter of Section 18, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Starting at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 18; thence South 89°19' West along the South line thereof a distance of 351.7 feet to a point on the Easterly existing right of way line of U.S. Highway #71; thence North 24°42' West along said existing right of way line a distance of 32.8 feet to the point of beginning; thence continue North 24°42' West along said existing right of way line a distance of 210.6 feet to a point; thence North 25°05' West along said existing right of way line a distance of 323.2 feet to a point; thence North 21°54' West along said existing right of way line a distance of 156.4 feet to a point; thence North 89°19' East a distance of 58.8 feet to a point on the Easterly proposed right of way line of U.S. Highway #71; thence South 24° 51' East along said proposed right of way line a distance of 693.3 feet to a point; thence South 89°19' West a distance of 66.7 feet to the point of beginning and containing 0.96 Acre, more or less.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: July 22, 2024 **Updated with results from July 22, 2024 PC Meeting**

SUBJECT: **RZN-2024-0030: Rezoning (N. FUTRALL DR BETWEEN WEDINGTON DR & MLK BLVD/WATSON, 480):** Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located on N. FUTRALL DR BETWEEN WEDINGTON DR & MLK BLVD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 6.62 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES - GENERAL.

RECOMMENDATION:
Staff recommends approval of RZN-2024-0030.

RECOMMENDED MOTION:
"I move to forward RZN-2024-0030 to City Council with a recommendation of approval."

JUNE 24 AND JULY 8 PLANNING COMMISSION MEETINGS

Due to scheduling unavailability, the applicant requested to table themselves until the July 8 Planning Commission meeting in order to be present. At the July 8 meeting, the Planning Commission recommended tabling the item to re-evaluate the applicant's request, and see if there was a lower-intensity zoning district such as NS-L or NS-G that the applicant was willing to consider. The applicant has since updated the request to NS-G, Neighborhood Services - General.

BACKGROUND:

The subject property, parcel 765-14601-000, is immediately east of I-49 and approximately ¾ mile north of the intersection with E. Martin Luther King Jr. Blvd. The property has frontage along N. Futrall Drive, which is a one-way street heading north and is ARDOT right-of-way. The parcel contains 6.62 acres, and is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre. The site is currently undeveloped and has almost 100% tree canopy coverage. The property is located within the I-540 Overlay District and a small portion of the site is within the Hillside-Hilltop Overlay District. An identical rezoning request was submitted to the Planning Commission in January 2022, where it was denied. No appeal was heard by the City Council following the denial. Surrounding land uses and zoning is depicted in *Table 1*.

Table 1 - Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped	RSF-4, Residential Single-Family, 4 Units per Acre
South	Undeveloped	RSF-4, Residential Single-Family, 4 Units per Acre
East	Undeveloped	R-A, Residential Agricultural; (Bill of Assurance requiring zero homes to be built)
West	Interstate (I-49)	R-A, Residential-Agricultural (across the interstate)

Request: The request is to rezone the property to NS-G, Neighborhood Services, General. The applicant has not submitted any additional development plans, though has modified their original request from CS, Community Services.

Public Comment: Staff received one written comment against the request to rezone the property to CS, and it is attached to this report. The member of the public was concerned about tree preservation on the property.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has frontage along S. Futrall Drive. S. Futrall Drive is a partially improved Neighborhood Link street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is not available to the subject area.

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 6, located at 900 S. Hollywood Ave., protects this site. The property is located approximately 1.2 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 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: Any additional improvements or requirements for drainage will be determined at time of development. No portion of the site falls within a FEMA floodplain, nor is there a protected stream in the area. There are also no hydric soils on the property.

A small portion of the southeast corner of the property falls within the Hillside-Hilltop Overlay District. Additional restrictions will apply at the time of development. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans.

Tree Preservation:

The proposed zoning district of NS-G, Neighborhood Services - General requires **20% minimum canopy preservation**. The current zoning district of RSF-4, Residential Single-Family, 4 Units per Acre, requires **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: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. 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, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 4 for this site, with a weighted score of 4.5. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, 990 S. Hollywood)
- Near City Park (Markham Hill Woods)
- Near Paved Trail (Shiloh Trail, across I-49, Fayetteville Traverse (unpaved)
- Near Razorback Bus Stop (Route 44)

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 updated request from RSF-4, Residential Single-Family, 4 Units per Acre to NS-G to be compatible at this location. Much of the surrounding property is undeveloped in nature, and the site lacks basic utility and infrastructure access such as public water and public sewer. The property currently has the entitlement to develop 4 units per acre; given the property's size, this may allow for the development of up to 26 single-family dwellings, though would likely result in fewer given the steep topography and any necessary right-of-way dedication, tree preservation, and drainage requirements. Staff recognizes that strictly single-family uses may not be the highest and most efficient use of the property at this location and may still negatively affect traffic flow along Futrall Drive. NS-G is a less intense zoning district than CS, and allows for minimal non-residential uses, and allows for up to 4-family dwellings by-right; larger multi-family structures (5 connected units or more) would require a conditional use permit approval. NS-G also allows for buildings up to 3 stories tall as opposed to the 5 stories permitted under CS. A future trail is planned along Futrall Drive that could eventually provide bike and pedestrian connectivity to and from this site and proposed developments closer to Wedington Drive, and existing developments closer to Martin Luther King Jr. Boulevard. A rezoning to NS-G could allow for non-residential uses that may be of use to nearby developments.

Land Use Plan Analysis: Staff finds that generally a request to upzone this property is not consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. While there is not a stated neighborhood or comprehensive plan for this specific area, recent policy

decisions in the surrounding area indicate an intention for this area to remain zoned as-is; a previous rezoning request to CS was denied by the Planning Commission in 2022. To the east of the property, a Bill of Assurance was granted with a downzoning to R-A in 2018 to conserve the area with no allowable home construction associated with that rezoning. To the north, the City of Fayetteville acquired approximately 61 acres of land from the University of Arkansas for the preservation of the Markham Hill Woods. The site has a low infill score and is called out as a Residential Neighborhood Area, with the implication that any development at this location is intended to be primarily residential, rather than commercial uses. Staff finds that NS-G does get closer to meeting long-term land use plans for the area than CS, since it is still categorized as a primarily residential zone, with allowances for the insertion of smaller-scale non-residential uses.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: A rezone from RSF-4 is justified, since a strictly single-family residential zoning district may not be the most appropriate zoning for the area with steep topography, large individual lot size requirements, and proximity to the interstate. NS-G is a reasonable request that opens up additional uses without being out of scale, reduces required lot sizes, and allows for more creative development opportunities such as cluster housing that may make better use of the property and its given constraints.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning the property from RSF-4 to NS-G does have the potential to increase traffic at this site, with most of the traffic pressure being circulated to Wedington Drive. S. Futrall is currently a one-way street and does not have direct access to the interstate. Under its current entitlement, the 6.62-acre property could be developed with a maximum density of 4 units per acre; NS-G zoning has a density maximum of 18 units per acre, though given necessary right-of-way dedication, drainage, tree preservation, and other requirements, the maximum is not likely to be met. Future connectivity to the east would also be nearly impossible at this point, given the undevelopable area immediately adjacent and steep terrain. The benefit of NS-G zoning, however, over RSF-4 zoning, is the potential for a mix of uses, which could potentially contribute to a decrease in need for auto-oriented trips, though without connectivity to surrounding areas, may still not be walkable to surrounding areas.

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: Rezoning the property from RSF-4 to NS-G would have the potential to alter the population density at this location and could potentially place an undesirable burden on public services. The property does not currently have direct access to water or sewer, so extensions to those services would be

required prior to any redevelopment of the site; those initial costs would be borne by the developer. Fayetteville Public Schools did not comment on the 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:
- It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - 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 approval of RZN-2024-0030.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>July 22, 2024</u>	☐ Tabled	☐ Forwarded	☒ Denied		
Motion: <u>Cabe</u>		Motion to forward failed for lack of majority.			
Second: <u>McGetrick</u>					
Vote: <u>4-4-0 (Commissioners Madden, Gulley, Werner, Garlock opposed)</u>					

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
- Applicant Request Letter
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

Additional Public Comment (added 7/23/2024)

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
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- (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.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 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)

Editor's note(s)—Ord. No. 6427, § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

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.

(Ord. No. 5945, §7(Exh. A), 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.

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

July 9, 2024

City of Fayetteville
Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

RE: Rezoning Parcel No. 765-14601-000 from RSF-4, Residential Single-Family - Four Units Per Acres, to NS-G, Neighborhood Services, General

Dear Planning Staff:

My firm has been retained to represent the applicant, Winfred E. Watson Family Trust, with respect to this rezoning request. The applicant is requesting that Parcel No. 765-14601-000 (hereinafter "the Property"), be rezoned from RSF-4, Residential Single-Family - Four Units Per Acre, to NS-G, Neighborhood Services, General.

The proposed rezoning will not unreasonably or adversely conflict or affect the surrounding land uses. Currently, the property is bordered by RSF-4 and R-4 zonings to the North, East and South, and is bordered by Interstate 49 and N. Futrall Drive to the West. However, along the broader corridor of I-49 in this area, there are a large mix of zones, such as R-A, P-1, RSF-4, RMF-18, RMF-24, C-2, CS, UT.

Granted that this property is more or less adjacent to I-49, it is ripe for a higher intensity zoning, and in particular, one that allows for a mix of uses. This is exemplified by the fact that several properties along I-49 have already been zoned to CS or the similar UT, or to multi-family or commercial designations. The property is also adjacent to the East to the area frequently referred to as "Markham Hill." Notably, however, the topography of the property, the build-to and tree preservation requirements of CS, and the Hillside-Hilltop Overlay make it such that the any development on the property under a CS zoning would almost necessarily have to be shifted towards I-49, and leave a buffer of trees on the East side, which is adjacent to Markham Hill.

Lastly, this property should be rezoned because RSF-4 simply is not a proper zoning for this Property, for a variety of reasons. RSF-4 zoning allows, more or less, for exclusively single family homes, at a max density of four (4) units per acre. As mentioned earlier, the Property is adjacent to a busy interstate, and is not a desirable parcel for building single family homes, nor

would doing so be the best or most efficient use of the Property. The cost of site work and the density cap would make it such that any single family homes that were to be built on the site would have to be large, custom, and expensive, single family homes in order for an investor to recoup their up front costs. This type of product would not help to provide attainable housing, and would not be appropriate for a site so centrally located within the City. Accordingly, *any* zoning other than RSF-4 would be an improvement—and with the recent trends along this corridor of I-49, along with recent suggestions by Planning Staff, NS-G seems to be the most appropriate.

Thank you for considering this request for rezoning. If you have any questions, please contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:
pc:

Compiled Public Comment
RZN-2024-0030

From: Werner, Nick <nick.werner@fayetteville-ar.gov>
Sent: Monday, July 8, 2024 6:09 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Fwd: RZN-2024-0030: Rezoning N Futrall, Between Wedington & MLK

Didn't realize you weren't already cc'ed on this until just now

From: Nick Thorn <nt@nickjthorn.com>
Sent: Monday, July 8, 2024 10:26:08 AM
To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Garlock, Jimm <jimm.garlock@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>
Subject: RZN-2024-0030: Rezoning N Futrall, Between Wedington & MLK

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.

Hello Planning Commission,

I am writing in opposition to the rezoning request for this property. I ask that the planning commission deny the rezoning request as recommended by staff.

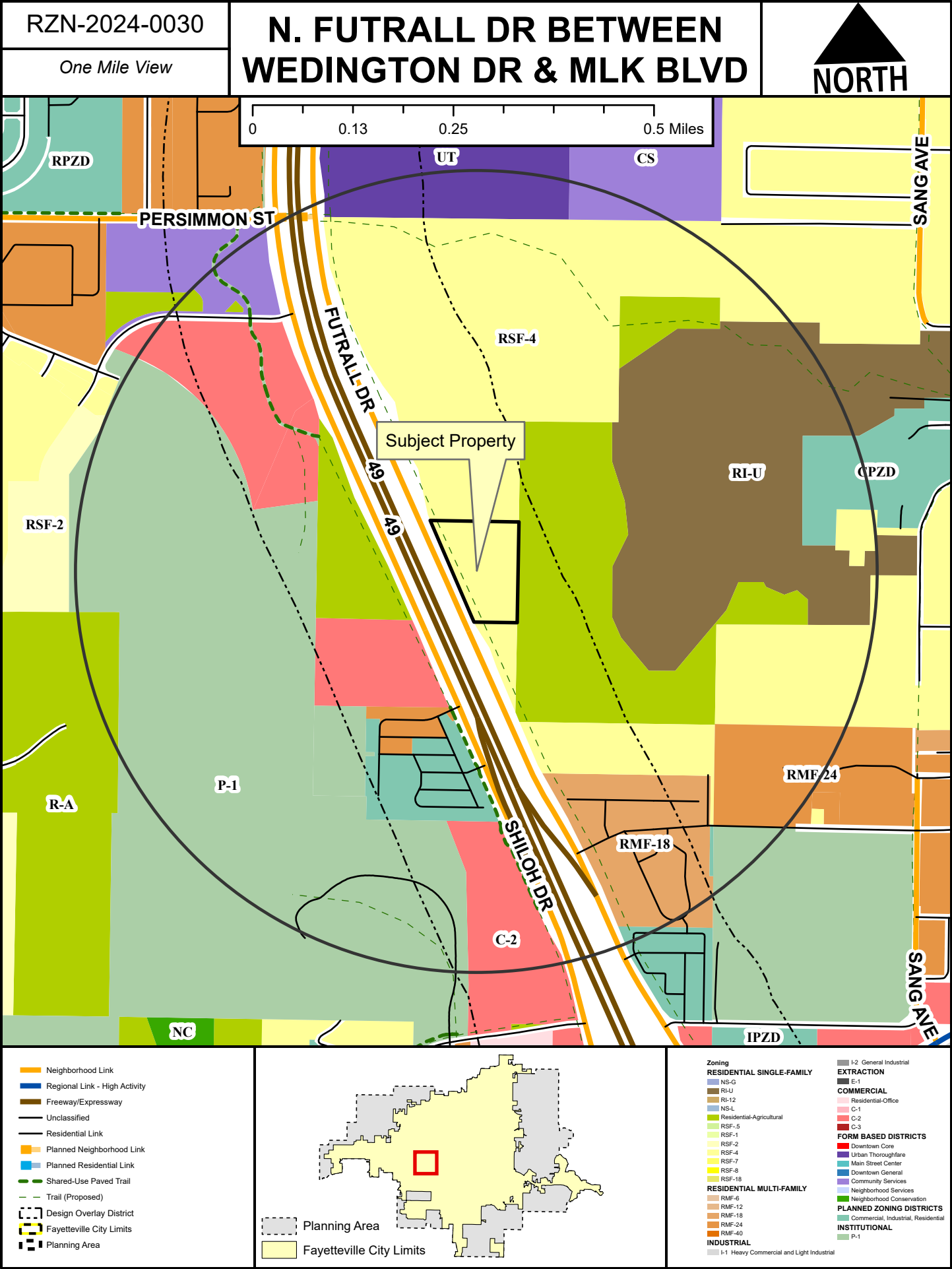
In addition to the reasons for denial given by staff, this is a highly-visible piece of forested land at the base of Markham Hill and the city must do everything in their power to maintain as much of this urban forest canopy as possible. Maintaining a mere 20% (as defined by the requested CS zoning district) of the existing 6.62 acres of tree canopy would result in the removal of more than 5 acres of mature forest. To meet the goals set forth in the adopted Climate Action Plan, we need to be preserving key portions of the city's tree canopy.

In closing, please deny this request.

Thank you for your service to our great city,

Nick Thorn

629 N Gray Avenue



RZN-2024-0030

Current Land Use

N. FUTRALL DR BETWEEN WEDINGTON DR & MLK BLVD

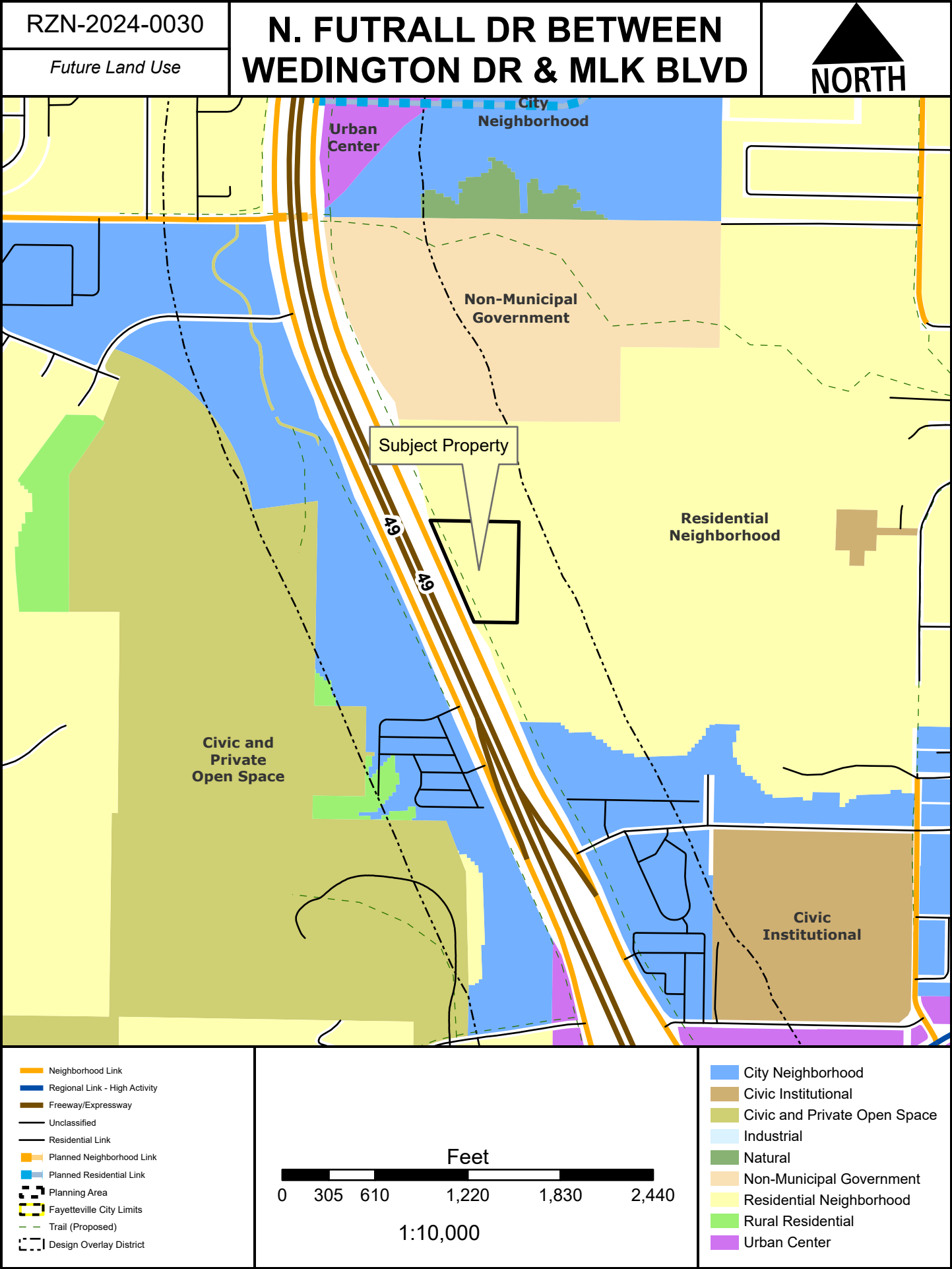


- Neighborhood Link
- Freeway/Expressway
- Unclassified
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



Compiled Public Comment
RZN-2024-0030

From: Werner, Nick <nick.werner@fayetteville-ar.gov>
Sent: Monday, July 8, 2024 6:09 PM
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Subject: Fwd: RZN-2024-0030: Rezoning N Futrall, Between Wedington & MLK

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Sent: Monday, July 8, 2024 10:26:08 AM
To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Garlock, Jimm <jimm.garlock@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>
Subject: RZN-2024-0030: Rezoning N Futrall, Between Wedington & MLK

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Hello Planning Commission,

I am writing in opposition to the rezoning request for this property. I ask that the planning commission deny the rezoning request as recommended by staff.

In addition to the reasons for denial given by staff, this is a highly-visible piece of forested land at the base of Markham Hill and the city must do everything in their power to maintain as much of this urban forest canopy as possible. Maintaining a mere 20% (as defined by the requested CS zoning district) of the existing 6.62 acres of tree canopy would result in the removal of more than 5 acres of mature forest. To meet the goals set forth in the adopted Climate Action Plan, we need to be preserving key portions of the city's tree canopy.

In closing, please deny this request.

Thank you for your service to our great city,

Nick Thorn

629 N Gray Avenue

From: Lisa Orton <ortonlisam@gmail.com>
Sent: Monday, July 22, 2024 12:26 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Lisa Orton <lisa_m_orton@yahoo.com>
Subject: Oppose upzoning of Watson property described in RZN-2024-0030

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.

Dear Planning Commission,

Please vote against the upzoning of the Watson property on the west side of Markham Hill (RZN-2024-0030).

The current zoning of RSF-4 is far better for Fayetteville in these wooded areas than upzoning to CS or NS-G or any other upzoning category. Especially with our newly approved Climate Action Plan.

I agree with all of the concerns against the upzoning identified in the City Staff report.

Other reasons for maintaining the current RSF-4 zoning:

1. The property owner can still develop under the current zoning of RSF-4.
2. The City is not required to rezone a property just because a property owner or developer requests it.
3. The lower density RSF-4 allows for preserving more tree cover, helping purify Fayetteville's air and water.
4. The lower density RSF-4 causes fewer drainage and flooding problems for surrounding and lower elevation properties. Flooding and drainage have been a real problem in general in Fayetteville from our excessive, higher-density development and lack of adequate ordinances protecting existing residents. Adding more and more impervious surfaces has contributed to Fayetteville's storm management problems. Upzoning these parcels will only add to these problems, especially since they are on or adjacent to Hillside/Hilltop land.
5. These parcels have clay soil which contributes even more to drainage and flooding problems.
6. There are natural springs on Markham Hill. Blocking or disturbing these adds to drainage/flooding problems and messes with nature's way of handling water.
7. RSF-4 is a better transition from a nature preserve to higher density. It does not make sense to have higher density buildings (with their people, noise, traffic, and lights) next to wildlife and nature preserves (50-acre conservation easement on the east and the City's Markham Hill Woods on the north).
8. The historic wooded areas remaining on Markham Hill (not deforested yet) are worth protecting in Fayetteville.
9. There is already too much traffic on Martin Luther King Blvd, the Futrall access road, and surrounding areas. Lower density RSF-4 development will cause fewer additional problems than a higher density zoning.

Please oppose the upzoning.

Sincerely,

Compiled Public Comment
RZN-2024-0030

Lisa Orton
1663 W Halsell Rd
Fayetteville, AR 72701
410-674-8440
Ward 4

From: CityClerk <cityclerk@fayetteville-ar.gov>
Sent: Monday, July 22, 2024 1:17 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Curth, Jonathan <jcurth@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>;
Marquette Bruce <marquette44@gmail.com>
Subject: RE: Oppose upzoning of Watson property described in RZN-2024-0030

Good afternoon,

I believe this public comment was meant for the Planning Department; it is regarding item 4 on tonight's Planning Agenda (under Unfinished Business).

Thank you,

Jonathan Ramirez

Communication Specialist
Office of the City Clerk-Treasurer
City of Fayetteville, Arkansas
479-575-8323

fayetteville-ar.gov

jramirez@fayetteville-ar.gov



Compiled Public Comment
RZN-2024-0030

From: Marquette Bruce <marquette44@gmail.com>
Sent: Monday, July 22, 2024 12:34 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Fwd: Oppose upzoning of Watson property described in RZN-2024-0030

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.

Adding my name to this! Thank you,

Marquette Bruce

741 North Lewis Ave.

I live in this horrific change for the worse.

Sent from my iPhone

Begin forwarded message:

From: Lisa Orton <ortonlisam@gmail.com>
Date: July 22, 2024 at 12:26:21 PM CDT
To: planning@fayetteville-ar.gov
Cc: Lisa Orton <lisa_m_orton@yahoo.com>
Subject: Oppose upzoning of Watson property described in RZN-2024-0030

Dear Planning Commission,

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Please oppose the upzoning.

Compiled Public Comment
RZN-2024-0030

Sincerely,

Lisa Orton

1663 W Halsell Rd

Fayetteville, AR 72701

410-674-8440

Ward 4



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Devin Howland, Director of Economic Vitality
SUBJECT: **Entrepreneurship and Innovation Consulting Services Contract**

RECOMMENDATION:

Staff recommends approval of a resolution authorizing Mayor Jordan to sign a contract with Startup Junkie Consulting.

BACKGROUND:

On March 17, 2024, the City of Fayetteville's Purchasing Division published RFP 24-06 titled "Economic Development Services- Entrepreneurship and Innovation" for economic development services beginning in January of 2025. Upon the closing of RFP 24-06 on April 10, 2024 at 2:00 p.m. CST, the City received three proposals for consideration:

1. Roads Consulting: \$2.6M for year one and \$5.2M for year two;
2. Generator Management: \$400,000 annually; and
3. Startup Junkie Consulting: \$250,000 annually.

The selection committee, including Council Member Bunch, unanimously agreed upon proceeding with the lowest bidder, Startup Junkie Consulting.

DISCUSSION:

Small businesses are the soul and vibrancy of Fayetteville's economy. Since 2016, the City of Fayetteville has been the only municipality with a standalone economic development contract for entrepreneurial support. This contract provides the City of Fayetteville with a wide range of services aimed at aiding current and prospective small business owners to realize their entrepreneurial dreams. Startup Junkie's presence in Downtown Fayetteville through consulting, education, and programming helps sustain and grow the entrepreneurial ecosystem of Fayetteville. Building on the success witnessed from 2016 through 2024, staff recommends that these services be retained and expanded to aid residents who have been historically disadvantaged and members of the creative economy.

Key Contract Features:

At a macro-level, this contract retains Startup Junkie Consulting's headquarters in Downtown Fayetteville, providing access to free co-working and meeting space to Fayetteville residents. Securing this space in Fayetteville ensures that the annual Startup Crawl is a City of Fayetteville event, provides technical assistance and direct support to the Department of Economic Vitality (3,800 hours annually), and, most importantly, ensures ease of access to Startup Junkie Consulting's no-cost, one-on-one consulting.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

One-on-one Consulting

Startup Junkie's consulting engagements are extremely popular with companies of all types, sizes, and revenues. A summary of its consulting services utilization is outlined in the table below:

	2019-2020	2021-2022	2023	Total (2019-2023)
Fayetteville entrepreneurs served	1,042	881	476	2,399
One-on-one consulting engagements	1,122	898	454	2,474
Women-owned ventures served	289	326	147	762
Minority-owned ventures served	154	188	84	426
Veteran-owned ventures served	53	39	20	112

Events, Programming, and Education

The contract also calls for a diverse and regular cadence of entrepreneurial events and programming to take place in Fayetteville. This ensures the City of Fayetteville receives most of the entrepreneurial programming taking place throughout the region, including the retention of Arkansas's largest entrepreneurial event the Startup Crawl. The direct and indirect benefits of these events are expansive: from networking opportunities, education, access to capital, awareness of resources, and much more. Regularly scheduled entrepreneurial programming aids in retaining the startup culture associated with our community. For the forthcoming contract, programming will expand in three key ways:

1. Fifty events in Fayetteville with an additional 20 tailored toward Fayetteville's entrepreneurs;
2. Six events, workshops, and program engagements annually focused on underserved entrepreneurs; and
3. Six events, workshops, and program engagements annually focused on artists and the creative economy.

	2019-2020	2021-2022	2023	Total (2019-2023)
Events, Workshops, or Programs	256	183	67	506
Attendees	19,560	12,579	7,247	39,386

Technical Assistance to the Department of Economic Vitality

Another key component of the contract is 3,800 hours technical assistance to the Department of Economic Vitality. This provision enables City staff to tap into expertise, support, or general assistance on an as-needed basis. Past examples include staffing public engagement opportunities for the City's Economic Vitality Master Plan as well as their proactive, robust, and coordinated response to the burdens impacting small businesses

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during the COVID-19 pandemic. Moving forward, this provision will be utilized to aid in the implementation, monitoring, and tracking of the first section of the draft Economic Vitality Master Plan: Small Business, Entrepreneurship, and Industry.

Comparison of Services and Contracts:

	2016-2024 Contracts	2025-2026 Contract
Annual Cost	\$150,000	\$250,000
Retains Startup Junkie Consulting's Headquarter on the Fayetteville Square, providing no-cost co-working space to Fayetteville residents	Yes	Yes
Retains the Startup Crawl in Fayetteville Annually	Yes	Yes, with an expanded focus on inclusion and diversity as well as the creative economy. Additionally, beginning in 2025, the event will change to multiple days and begin offering professional development and educational opportunities.
Technical Assistance and Support Hours to the Department of Economic Vitality	2,080 hours	3,800 hours
Tailored Events and Consulting for members of the Creative Economy	No	Yes, six events will be held throughout the year with guidance from the City's Arts and Culture Director.
Tailored Events and Consulting for Disadvantaged Residents	No	Yes, six events will be held throughout the year with guidance from and the inclusion of non-profits currently serving these populations.
Management of monthly business and job reporting, including calculating the survival rates of small businesses in Fayetteville, and Future Master Plan implementation tracking	No	Yes

About Startup Junkie Consulting:

Startup Junkie Consulting is a globally recognized small business and innovation support venture headquartered in Fayetteville. Their diverse team of subject matter experts enables them to offer a wide range of expertise and resources to local entrepreneurs. The organization has a strong history of working partnerships with federal entities such as the U.S. Small Business Administration. Startup Junkie also plays a significant role in economic development at the state-level, partnering with the Arkansas Economic Development Commission (AEDC) to manage statewide initiatives aimed at tech commercialization and supporting tech and tech enabled ventures. This competitively awarded contract for the management of the Arkansas Statewide Technology Commercialization Center (ARISE) supports tech startups in Arkansas with one of its key epicenters of activity now in Fayetteville.

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Fayetteville, AR 72701

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BUDGET/STAFF IMPACT:

The cost of the new Entrepreneurship and Innovation Consulting Services Contract is \$250,000 annually for at least two years. The contract also locks in the annual rate for three additional two-year terms if the Council wishes to continue these services following the completion of the first contract term.

To cover the proposed cost increase of this contract, staff will use \$50,000 from current funding from the Department of Economic Vitality and will request an additional \$50,000 during the 2025 budget development process as a target overrun. Staff anticipates returning over \$40,000 at the end of fiscal year 2024, which could be used to aid in this request.

ATTACHMENTS: SRF (#3), 2025-2026 Entrepreneurship Contract (#4), RFP 24-06, Submittal - Startup Junkie Consulting (#5), RFP 24-06 Economic Development Services - Entrepreneurship Innovation (#6) , SJC Past Performance (#7)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-438

Entrepreneurship and Innovation Consulting Services Contract

A RESOLUTION TO AWARD RFP 24-06 AND AUTHORIZE A TWO-YEAR ECONOMIC DEVELOPMENT SERVICES CONTRACT WITH STARTUP JUNKIE CONSULTING TO PROVIDE ENTREPRENEURSHIP AND INNOVATION CONSULTING SERVICES IN THE AMOUNT OF \$250,000.00 ANNUALLY

WHEREAS, Fayetteville is the only municipality in Arkansas with a standalone economic development contract for entrepreneurial support; and

WHEREAS, Startup Junkie provides a wide range of services aimed at aiding current and prospective small business owners to realize their entrepreneurial dreams; and

WHEREAS, Startup Junkie's presence in Downtown Fayetteville through consulting, education, and programming helps sustain and grow the entrepreneurial eco-system of Fayetteville.

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 awards RFP 24-06 and authorizes Mayor Jordan to sign a two-year economic development services contract with Startup Junkie Consulting to provide entrepreneurship and innovation consulting services in the amount of \$250,000.00 annually with an option to renew for up to three additional two-year terms.

City of Fayetteville Staff Review Form

2024-438

Item ID

9/3/2024

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

Devin Howland

8/13/2024

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution authorizing Mayor Jordan to sign a contract with Startup Junkie Consulting for Entrepreneurship and Innovation Consulting Services.

Budget Impact:

1010.050.0500-5315.00

1010 - General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 250,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 250,000.00

Does item have a direct cost? Yes

Item Cost

\$ 250,000.00

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:

**CONTRACT FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES
BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS
AND
STARTUP JUNKIE CONSULTING, LLC**

WHEREAS, the City of Fayetteville, Arkansas wishes to contract for Economic Development Consulting Services, and;

WHEREAS, Startup Junkie Consulting, LLC wishes to provide certain Economic Development Consulting Services to the City of Fayetteville, Arkansas, and;

WHEREAS, Startup Junkie Consulting has been selected to perform Economic Development Consulting Services for the City of Fayetteville utilizing the competitive Request for Proposal selection process (via RFP 24-06, Economic Development Consulting Services – Entrepreneurship and Innovation.

NOW THEREFORE, in consideration of the mutual promises contained in this Contract and other good and valuable consideration, the parties agree as follows:

1. This Contract is made by and between the City of Fayetteville, Arkansas located at 113 W. Mountain, Fayetteville, Arkansas 72701 and Startup Junkie Consulting, LLC located at 1 # Center Street, Suite 270, Fayetteville, Arkansas 72701.
2. **Term**: This Contract shall commence on January 1, 2025 and shall end December 31, 2026. This contract may be terminated by either party with thirty days written notice.
3. **Renewals**: This Contract may be renewed for three additional two-year terms upon approval of the City Council and with mutual agreement of Startup Junkie Consulting.
4. **Contract Documents**: The Contract documents, which comprise the contract between the City of Fayetteville and Startup Junkie Consulting, consist of this Contract and the following documents attached hereto, and made a part hereof:
 - Exhibit A - Schedule of Deliverables and Performance Measures
5. **Changes to Schedule of Deliverables and Performance Measures**: The City of Fayetteville shall coordinate with Startup Junkie Consulting for modifications to the Schedule of Deliverables and Performance Measures. Any modifications to Exhibit A shall not reduce the

quality or quantity of the services to be provided pursuant to this contract, as determined by the Mayor or his/her Chief of Staff or his/her Director of Economic Vitality. Any modifications shall be agreed upon by both the City and Startup Junkie Consulting; however, any changes affecting price shall have prior approval by both Startup Junkie Consulting and the Fayetteville City Council. In the event Exhibit A is revised and the price is not modified, such revised document shall be provided to the City Council at the next regularly scheduled update.

6. **Services to be Provided:** During the terms of this Contract, Startup Junkie Consulting shall:

- Support and maintain a collaborative entrepreneurial/innovation environment
- Provide innovative spaces and programs to support entrepreneurs
- Collaborate with the City for communication with the public
- Monitor, track, and report on Performance Metrics
- Maintain clear and open communication with the City on all economic development services and activities provided under the scope of this contract; and clearly articulate when communicating on behalf of Startup Junkie Consulting versus City-contracted initiatives to create clear accountability
- Provide all deliverables and performance measures outlined in the attached Exhibit A

7. **Fees and Expenses:** The City of Fayetteville agrees the consulting fee shall be paid upon invoice as follows:

Consultation Services shall be invoiced for quarter in the amount of \$62,500 per quarter. Total fees for consultation services shall not exceed \$500,000 from the date of contract. Startup Junkie Consulting shall track, log and report hours and expenses directly related to this Contract along with invoice for payment for each month. Invoices shall be itemized.

Payment of the above-described fees shall be contingent upon annual budget approval by the Fayetteville City Council. If funds are not appropriated for any year this Contract shall be terminated at the end of the then current term. If funds appropriated are less than the full amount contemplated by this Contract, then the parties shall agree upon an amended Schedule of Deliverables and Performance Measures (Exhibit A). In the event the parties are unable to reach an agreement on an amended schedule, then the Contract shall be terminated at the end of current month.

8. **Notices:** Any notice required to be given under this Contract to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax (receipt confirmed), or overnight courier.

9. **Applicable Law:** This Contract shall be governed by and construed in accord with the laws of the State of Arkansas.

10. **Entire Agreement:** This Contract sets forth the entire agreement and understanding between the parties on the subject matter of this Contract. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Contract other than those as expressly provided herein.

11. **Amendments and Waivers:** Changes, modifications, or amendments in cost 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 cost or fees. No modification of this Contract shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Contract shall constitute a waiver of any other prior or subsequent breach or obligation.

12. **Performance Measures:** Startup Junkie Consulting shall provide the deliverables as outlined in the attached Exhibit A, which serves to implement the adopted Fayetteville First Economic Development Strategic Plan. Performance measures are included for the services and will be used to evaluate the work performed throughout the entire term of the contract.

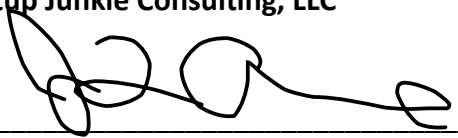
13. **Contract Administration:** The Mayor or the Mayor's designee shall be the Contract Administrator for this Contract. Startup Junkie Consulting Principal or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract. While it is understood that many facts pertaining to projects must be held in the strictest confidence, Startup Junkie Consulting Principal will ensure that the Mayor and the Director of Economic Vitality are kept abreast of details and progress made pertaining to Economic Development prospects considering development in Fayetteville to the greatest extent possible.

14. **Freedom of Information Act:** City contracts and documents prepared while performing work pursuant to this Contract may be subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville or to Startup Junkie Consulting the parties shall do everything possible, in a prompt and timely manner, to determine whether the requested records must be disclosed as required by the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.), or whether the records are exempt pursuant to A.C.A. § 25-19-105(b), A.C.A. § 14-176-105(b)(1) or other applicable state or federal law. Records required to be disclosed shall be made available for inspection and copying. Only legally authorized photocopying costs pursuant to the Freedom of Information Act may be assessed for this compliance.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Contract.

Startup Junkie Consulting, LLC

By: 
Jeff Amerine, Principal

Date: 8/12/24

Witness: _____

Date: _____

The City of Fayetteville, Arkansas

By: _____
Lioneld Jordan, Mayor

Date: _____

Attest:

Kara Paxton, City Clerk/Treasurer

Date: _____

Exhibit "A"

Contract for Economic Development Consulting Services- Entrepreneurial Services & Small Business Support

2025-2026 Schedule of Deliverables and Performance Measures

As outlined herein, Startup Junkie Consulting shall provide the following services, more generally referred to as Entrepreneurship & Innovation economic development services:

- One.** Support and maintain a collaborative entrepreneurial/innovation environment
- Two.** Provide innovative spaces and programs to support entrepreneurs
- Three.** Collaborate with the City for communication to the public
- Four.** Performance Measures
- Five.** Report Outcomes

One: Support and maintain a collaborative entrepreneurial/innovation environment

1. *Serve as a direct point of contact for entrepreneurship/innovation and startup efforts for the City of Fayetteville.*
 - a. Coordinate with all entities involved in entrepreneurial efforts in the City of Fayetteville and serve as the point person in addressing any city-related processes that impact entrepreneurs.
 - b. Dedicate 1.84 FTEs to work with the Department of Economic Vitality on realizing the objectives of this exhibit and measures outlined in the contract and the City's next Economic Vitality Master Plan.
 - c. Maintain a bright line of communication with the City's Economic Development team to maintain accountability and address issues as they arise.
2. *Start-up/Entrepreneurial Business Retention and Expansion.* In order to promote a welcoming and sustainable environment for entrepreneurship, implement a business retention and expansion program for startups.
 - a. The city expects top 25 fastest growing Fayetteville startups to be visited annually. A questionnaire developed in partnership with the Department of Economic Vitality shall be used.
 - b. Business needs or challenges that are identified during the visit and or survey shall be reported to the Director of Economic Vitality immediately.
3. *Assist with the implementation of startup, entrepreneurship, and small business support strategies within the City's forth coming Economic Vitality Master Plan.*
 - a. Lead the implementation and execution of the strategies and action items within the Small Business and Entrepreneurship Section.
 - b. In coordination with the Department of Economic Vitality, Startup Junkie Consulting will help calculate and develop a system for monitoring and tracking the survival rate of small businesses in the City of Fayetteville.

4. *Provide one-on-one no-cost consulting, technical assistance and support for prospective and current Fayetteville entrepreneurs.*
 - a. Ensuring free access to a diverse core team of consultants and subject matter experts, such as Venture attorneys, accountants, e-commerce, intellectual property experts, retail, digital marketing, Government contracting, SBIR and STTR expertise, and finance experts.

Two: Provide innovative spaces and programs to support entrepreneurs

1. *Provide collaboration space.* Clustering the physical spaces in which entrepreneurs can collaborate is one way to encourage idea generation, maturation and sharing of resources. Startup Junkie Consulting will provide collaboration space free to the public in the form of Centerspace, in Downtown Fayetteville, currently located on the 2nd floor of the Pryor Center in Suite 270.
 - a. In addition to maintaining the existing Centerspace free and open to the public, Startup Junkie Consulting will maintain an inventory of additional shared space opportunities for entrepreneurs, innovators, inventors and creatives throughout the City.
2. *Entrepreneurial Programing.* Continue to provide a wide range of entrepreneurial programing through a wide range of events that educate entrepreneurs and inspire residents to start their own ventures.
 - a. In addition to rotating regional and digital events, Startup Junkie shall host the Startup Crawl (or an adapted version such as Startup Week) in Fayetteville annually, working to enhance and evolve this premier event to ensure its continued growth and participation.
 - b. Startup Junkie agrees to host at least 50 of their regular events annually in the City of Fayetteville. Additionally, Startup Junkie will work with the Department of Economic Vitality to provide another 20 Fayetteville tailored events.
 - i. Six of the events will be tailored towards underserved residents and entrepreneurs;
 - ii. Six of the events will be tailored towards the creative economy, Startup Junkie will coordinate with the City's Arts and Culture Director on these events.
 - c. Provide entrepreneurial education through programing and engagement. Develop and lead programs that enrich talent development, starting at the youngest ages, as a key part of workforce development. Focus on diversity of population in all aspects of entrepreneurship. Continue to lead entrepreneurship programs such as

GameChangers, Startup Stories, HER Entrepreneur Journey, Startup Weekend, Congressional App Challenge, KIVA, IdeaFame, and entrepreneurship and innovation education focused Lunch & Learn event series.

3. *Support the Center for Innovation.* Support the Fayetteville Public Library's Center for Innovation in downtown and engage in efforts to link interested users of the space and related programs.

Four: Collaborate with the City for Communication with the Public

1. Communications pertaining to the implementation of the City's Economic Vitality Master Plan and the implementation, outputs, or outcomes of this contract will be communicated on the City's Economic Development website using the City's branding and marketing. Communication and engagement with the business community as it relates to measures outlined in the contract will be done through the City's website, which is managed by the Department of Economic Vitality. Promotion of the measures outlined in the contract will be conducted through the City's social media channels. All performance measures and reports will be updated on a monthly basis via the City's web site by the Department of Economic Vitality.
2. Communications from Startup Junking Consulting related to economic development initiatives within the scope of this contract, major decisions and/or development matters, and public-facing activities should be coordinated with the Mayor's office or his assigned staff. This includes statements at City Council meetings, Agenda Sessions, public presentations, press conferences, etc. Updates to the City Council will be given in June and December of each calendar year.

Five: Performance Measures

1. The performance measures outlined below serve to measure specific work which is completed as a result of the services outlined in the contract being completed.
 - a. Outputs:
 - i. Number of Fayetteville entrepreneurs served through 1 on 1 no-cost consulting, mentoring, and assistance engagements;
 - ii. Number of women, minority, and veterans served in Fayetteville;
 - iii. Number of creative economy entrepreneurs served in Fayetteville
 - iv. Number of events, programs, and workshops held in Fayetteville;
 - v. Attendees of events, workshops, and program engagements;

- b. Outcomes:
 - i. Net new jobs created on average per Fayetteville venture;
 - ii. Private Capital raised for Fayetteville entrepreneurs;
 - iii. Public Capital (Grants and State and Federal) funding raised and secured by Fayetteville ventures;
 - iv. New products, services, and solutions brought to market by Fayetteville entrepreneurs;
 - v. Number of patents and patent applications by Fayetteville entrepreneurs;
 - vi. Number of SBIR, NSF and STTR applications filed for Fayetteville entrepreneurs;
 - vii. Number of unique retail, restaurant, and accommodation startups assisted in Fayetteville;
 - viii. 1 year and 5-year survival rates for new businesses;
- 2. Startup Junkie will provide baselines of the agreed upon outputs and outcomes during the first year of this contract. Startup Junkie will work to increase their performance measures by 10% annually starting in year two of this contract.

Six: Reports and Presentations

- 1. Reporting results and milestones will be done as deliverables are met in the implementation of the Fayetteville First Economic Development Strategic Plan and will be formatted to fit within the City's Economic Development branding on the city web site. The City's internal Economic Development team will meet regularly with Startup Junkie Consulting (at a minimum on a monthly basis) to discuss the status of deliverables. The Mayor and/or City Council may request periodic updates and public engagement for citizens to be kept informed of the city's economic development goals.
- 2. Startup Junkie Consulting shall provide written monthly reports and prepare a brief presentation to the Mayor and City Council on at least a bi-annual basis. Reports and presentations should outline the tasks accomplished, outcomes achieved and include statistics for each performance measure outlined herein.
- 3. A schedule for completion of outlined performance measures and a monthly status report shall be submitted for each month of the contract, delivered during regular monthly meetings with the City's internal team.



CITY OF
FAYETTEVILLE
ARKANSAS

RFP 24-06

Startup Junkie Consulting

Supplier Response

Event Information

Number: RFP 24-06
Title: Economic Development Services - Entrepreneurship & Innovation
Type: Request for Proposal
Issue Date: 3/17/2024
Deadline: 4/10/2024 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, is now accepting proposals for providing contract services in the areas of small business support, entrepreneurship, and innovation. 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

Startup Junkie Consulting Information

Contact: Brett Amerine
Address: 1 East Center Street
Suite 270
Fayetteville, AR 72701
Phone: (479) 225-7550
Email: brett@startupjunkieconsulting.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brett Amerine
Signature

brett@startupjunkieconsulting.com
Email

Submitted at 4/7/2024 10:53:10 AM (CT)

Supplier Note

We are submitting 6 files. The file titled "SJC City of Fayetteville Contract Bid FINAL COMBINED" is the combined proposal containing all proposal components. These additional files are components broken out into separate files for ease of review and handling by the City. Thank you for the opportunity, we appreciate you all!

Requested Attachments

RFP 24-06, Economic Development Services - Entrepreneurship & Innovation

SJC City of Fayetteville Contract Bid FINAL COMBINED.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with proposal.

Response Attachments

SJC City of Fayetteville attachments Section C and D FINAL.pdf

We are submitting 6 files. The file titled "SJC City of Fayetteville Contract Bid FINAL COMBINED" is the combined proposal containing all proposal components. These additional files are components broken out into separate files for ease of review and handling by the City.

SJC City of Fayetteville attachments Resumes FINAL.pdf

We are submitting 6 files. The file titled "SJC City of Fayetteville Contract Bid FINAL COMBINED" is the combined proposal containing all proposal components. These additional files are components broken out into separate files for ease of review and handling by the City.

SJC City of Fayetteville narrative FINAL.pdf

We are submitting 6 files. The file titled "SJC City of Fayetteville Contract Bid FINAL COMBINED" is the combined proposal containing all proposal components. These additional files are components broken out into separate files for ease of review and handling by the City.

SJC City of Fayetteville Exec Summary FINAL.pdf

We are submitting 6 files. The file titled "SJC City of Fayetteville Contract Bid FINAL COMBINED" is the combined proposal containing all proposal components. These additional files are components broken out into separate files for ease of review and handling by the City.

SJC City of Fayetteville Cover Sheet FINAL.pdf

We are submitting 6 files. The file titled "SJC City of Fayetteville Contract Bid FINAL COMBINED" is the combined proposal containing all proposal components. These additional files are components broken out into separate files for ease of review and handling by the City.

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
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RFP 24-06

Economic Development Services – Entrepreneurship and Innovation



Improving Lives Through Entrepreneurship



CITY OF
FAYETTEVILLE
ARKANSAS



Proposal to the City of Fayetteville: RFP 24-06

Executive Summary

Introduction

Startup Junkie Consulting is pleased to submit this proposal to the City of Fayetteville for providing consulting services in the areas of business support, entrepreneurship, and innovation. A veteran-owned small business and globally recognized social venture led by serial entrepreneurs, service-disabled veterans, women, and minorities, Startup Junkie is a trusted partner of the City of Fayetteville with deep expertise and a track record of success. We are proposing a robust contract to broaden our reach and partnership with the City to address all Strategies of the Economic Vitality Master Plan.

Methods and Approach

Startup Junkie will provide the following consulting services to Fayetteville residents, entrepreneurs, and business owners, in accordance with the City's RFP:

- a. Support a collaborative entrepreneurial and startup environment;
- b. Create programming and spaces for entrepreneurship to flourish, including dedicated programming to support women, people of color, and other historically underrepresented populations; and
- c. Provide technical assistance and support to the Department of Economic Vitality.

Through the proposed contract, we will build upon our successful partnership with the City to serve more entrepreneurs/businesses; deepen our outreach to women, people of color, and historically underrepresented populations; and strengthen our ability to provide data and analysis to the Department of Economic Vitality. Startup Junkie will continue our high-quality work that has proven so successful for Fayetteville's small business and startup community. We will also subcontract with our sister organization, Community Venture Foundation (DBA Startup Junkie Foundation), to provide the City with their deep community engagement and relationships which will expand our collective impact.



Scope of Work/Deliverables

Startup Junkie commits to the following deliverables under the proposed contract, for each of the City's focus areas (targets are for year one). In addition, we will work with the Department of Economic Vitality to establish other data points the City would like Startup Junkie to add to our evaluation.

Support a Collaborative Entrepreneurial and Startup Environment

- # entrepreneurs served through 1:1 high quality no-cost consulting, mentoring, counseling, training, support, and assistance engagements (target: 520) (note: this figure does not include the thousands of Fayetteville residents we will reach through events, workshops, and programs)
 - #/% women-owned ventures
 - #/% minority-owned ventures
 - #/% veteran-owned ventures
 - #/% creative economy entrepreneurs
- # Fayetteville businesses contacted through the BRE program to ensure growth and address challenges (target: 50+ during contract period)

Create Programming and Spaces for Entrepreneurship to Flourish

- # visible, accessible, high-quality events, workshops, networking, and program engagements for Fayetteville entrepreneurs (target: 70)
- # attendees of events, workshops, networking, and program engagements (target: 8000+)
- # events specifically for underrepresented entrepreneurs (target: 6)
- # events specifically for the creative economy (target: 6)
- # entrepreneurs reserving CenterSpace conference space downtown (target: 1,540)
- # of participating startups in annual ***Startup Crawl*** event (target: 80+)
- # attendees of annual ***Startup Crawl*** event (target: 3,300 in 2024)
- # zero-interest, no-fee microloans for female and minority entrepreneurs issued through Kiva Northwest Arkansas annually (20)
- # of loans issued through Kiva Program annually to Fayetteville entrepreneurs (\$150,000)



The true value of Startup Junkie's work shines through our outcomes (impact). These measure the results of our services and demonstrate the growth of local startups and our small business economy. Our outcomes for the proposed contract will include # of net new jobs created on average per Fayetteville venture annually, \$ in private capital raised, \$ in public capital (grants, state and federal) secured, # new products, services, and solutions brought to market, # patents and patent applications, # SBIR and STTR awards, and # unique Fayetteville retail, restaurant, accommodation ventures assisted through multiple ongoing and in-depth engagements, and the one-year and five-year survival rates for new ventures.

Qualifications and Experience

Startup Junkie is uniquely qualified for this work. We are Fayetteville's trusted leader in the development of viable, lasting, and inclusive startup and venture ecosystems. For more than 15 years, we have been providing entrepreneur support, promoting innovation, commercializing technology, and

building entrepreneurial ecosystems in underserved communities across Fayetteville. The end result is continued accelerated economic growth and increased quality of life for our community members.

Our world class team has 80 years of experience helping entrepreneurs and innovators reach their goals. Each year, we provide 1:1 consulting to more than 1,000 small businesses, present more than 200 events/workshops/ programming for entrepreneurs, award \$150,000 - \$200,000 in Kiva microloan funding for underrepresented entrepreneurs, and host a Fuel Accelerator program which attracts global companies to our community. Support for our efforts has come through funding and partnerships with Innovate Arkansas, the US Department of Commerce, ARK Challenge startup accelerator, Ozarks Regional Innovation Cluster, ScaleUp America, AEDC, Winrock International, the Walton Family Foundation, Small Business Administration, and Northwest Arkansas Council.



Under the proposed contract, ten (10) members of the Startup Junkie team will facilitate the requirements of this project. Our budget includes a total of 1.84 FTE equivalents to the Department of Economic Vitality (**nearly double our prior contract**). This is necessary in order to satisfy the exciting and ambitious goals of the Master Plan. Please see the resumes attached to this proposal.

Listing of All Fees

Startup Junkie is proposing a total annual fee of \$250,024.32 which includes only direct labor from Startup Junkie Consulting, LLC, labor by subcontractor Startup Junkie Foundation, and a small overhead fee. We do not propose an annual increase each year due to inflation. Should the contract be renewed for additional two-year periods, the annual fee will remain the same. Startup Junkie estimates that it will take 3,827 annual total staff hours to complete the proposed scope of services.

To maximize impact, Startup Junkie will leverage other funding sources that we take the initiative to secure to cover all other program materials, supplies, and facilities necessary to execute this project. We view this as an opportunity to act as good stewards of Fayetteville tax dollars and direct City funding entirely towards our staff expertise in supporting entrepreneurs.

Listing of All Fees		
	Year 1	Year 2
Direct Labor	\$161,054.40	\$161,054.40
Subcontract (Startup Junkie) Subtotal	\$77,064.00	\$77,064.00
Subtotal	\$238,118.40	\$238,118.40
Fee (Includes overhead)	5%	5%
Firm Fixed Price Total	\$250,024.32	\$250,024.32



Proposal to the City of Fayetteville
RFP 24-06, Economic Development Services – Entrepreneurship & Innovation

Introduction

Startup Junkie Consulting is pleased to submit this proposal to the City of Fayetteville for providing consulting services in the areas of business support, entrepreneurship, and innovation. A veteran-owned small business and globally recognized social venture led by service-disabled veterans, women, and minorities, Startup Junkie is an established, trusted partner of the City of Fayetteville with deep expertise and a track record of success. Along with our subcontracted partner organization, Startup Junkie Foundation (together known as “Startup Junkie”), we will provide the following consulting services in accordance with the City’s RFP and in service of the City’s Economic Vitality Master Plan. We are proposing a robust contract that will broaden our reach and partnership with the City to address all Strategies of the Master Plan.

Methods and Approach

Startup Junkie will provide the following consulting services to Fayetteville residents, entrepreneurs, and business owners, in accordance with the City’s RFP:

- a. Support a collaborative entrepreneurial and startup environment;
- b. Create programming and spaces for entrepreneurship to flourish, including dedicated programming to support women, people of color, and other historically underrepresented populations; and
- c. Provide technical assistance and support to the Department of Economic Vitality.

These services are already the core of Startup Junkie’s work. For the past eight years, Startup Junkie has worked with the City of Fayetteville to provide these services, with great success. For example, in 2021 – 2022 alone, Startup Junkie’s work enabled the creation of 889 high-tech jobs, procurement of 15 SBIR/STTR awards, delivery of 183 virtual events/workshops reaching 12,579 attendees, no-cost working space for 2,600 community members, and much more. In 2023 alone, Startup Junkie clients saw a net growth of 173 jobs and secured more than \$11.5 million in investment capital and loans. We are Fayetteville’s inclusive “go-to” resource for consulting and counseling services that help startups and small businesses thrive. Thanks to our partnership with the City of Fayetteville, we are able to provide these world class services at no cost to Fayetteville residents and business owners, democratizing innovation and making entrepreneurship accessible to all in our community.



Through the proposed contract, we will build upon this successful partnership with the City to serve more entrepreneurs/businesses; deepen our outreach to women, people of color, and historically underrepresented populations; and strengthen our ability to provide data and analysis to the Department of Economic Vitality. Startup Junkie will continue our high-quality work that has proven so successful for Fayetteville's small business and startup community. We will also subcontract with our sister organization, Community Venture Foundation (DBA Startup Junkie Foundation), to provide the City with their deep community engagement and relationships which will expand our collective impact. Please see below for our Methods and Approach for each of the City's three focus areas, including our approach, tasks, interaction with the City, methods, and timeline/schedule.

Scope of Work: Support a Collaborative Entrepreneurial and Startup Environment

A collaborative entrepreneurial and startup environment requires easy access to deep expertise, close coordination between a City and its business leaders, and strategic evaluation of metrics to measure growth and vibrancy. Please see below for a description of Startup Junkie's approach and planned coordination with the City under this contract, followed by tables outlining our proposed tasks, methods, timelines, and metrics.

I. Primary point of contact for entrepreneurship, innovation, and small business support in the City of Fayetteville.

Headquartered in downtown Fayetteville, Startup Junkie has been at the heart of the City's thriving startup community for 15 years. We have deep expertise and extensive inroads into the Fayetteville business community, including key partnerships with the City of Fayetteville, University of Arkansas, Fayetteville Public Library, Arkansas Economic Development Commission, United States Small Business Administration, and a long list of community non-profits such as Art Ventures. We are active participants in the City of Fayetteville's Economic Recovery and Vitality Steering Committee and the Regional Entrepreneurial Support Organization Task Force. We also helped the City develop its Economic Vitality Master Plan. This uniquely positions Startup Junkie to work with the City to further develop our small business ecosystem and accomplish the goals of the Economic Vitality Master Plan.

Approach. Startup Junkie will work intensively with the City through committees/task forces and individual coordination to implement the strategies of the Economic Vitality Master Plan. Our staff will participate in this collaborative work to ensure we are making progress together. Additionally, we will continue our successful Startup Business Retention and Expansion (BRE) Program, which provides regular health checks on Fayetteville ventures to ensure growth and address challenges. We will continue to connect ventures to the Director and Mayor for them to personally visit. Finally, we will facilitate special projects and opportunities that will benefit the City and its small business community, such as the highly impactful annual ***Startup Crawl*** which we choose to hold in Fayetteville, CenterSpace coworking facility which we maintain on the Fayetteville Square at no cost to the public (and will commit to keep there should we win this contract), and the Kiva Loan Program based in Fayetteville which provides no-interest loans to underserved entrepreneurs.

Interaction with the City of Fayetteville. Startup Junkie's communication with the City will be prompt, regular, and effective. We will serve on committees and task forces with City leaders as

advised by the Department of Economic Vitality, be available 24/7 for the City's needs and questions, and work with City personnel to identify opportunities and challenges in the implementation of the Economic Vitality Master Plan.

We have a proven track record of close collaboration. For example, when COVID-19 arrived, Startup Junkie was the City's responsive go-to partner for rapidly serving entrepreneurs and small business owners. We conducted the region's first impact survey; provided 100% support of the City's Small Business Resiliency Task Force and Entrepreneurial Support Organization Task Force; hosted a high cadence of virtual events; and provided near-daily guidance on the latest federal and state aid updates for small businesses during the pandemic crisis. We also provide significant leadership to the Supporting Lifelong Success (SLS) Community, a key project for the Department of Economic Vitality in creating entrepreneurship and innovation pathways to neurodivergent adults. When it comes to responsiveness and partnership, the City can rely on us like no other. Through the proposed contract, Startup Junkie will continue to be the City's go-to partner for quick response to the changing needs of Fayetteville and its business community.

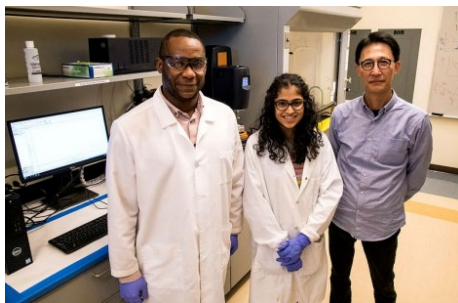
Relevance to Economic Vitality Master Plan. Through this component of the proposed contract, Startup Junkie will help the City implement Strategies 1, 2, 4, 5, 6, and 9 of its Economic Vitality Master Plan. For example, Startup Junkie will provide our expertise to the City to identify regulatory and marketing barriers for small businesses, contact businesses to assess their life cycle stages and offer support, and coordinate with employers in targeted industry sectors. We will help the City facilitate a woman-owned business mentorship program and host events and trainings for women- and minority-owned business owners, through expansion of our current offerings in this area.

Table 1: Serve as City's Point of Contact			
Task	Method	Timeline	Metric
Serve on relevant City committees and task forces	Startup Junkie will attend all meetings; provide expertise and support	Continuously throughout contract period	Completed committee work
Conduct health checks on Fayetteville ventures through BRE program	Startup Junkie staff will contact 50 ventures	Throughout 2-year contract period	Businesses contacted
Facilitate special projects	Startup Junkie staff will identify opportunities and coordinate City efforts	Continuously throughout contract period	Opportunities identified, pursued
Coordinate efforts for Fayetteville's entrepreneurial ecosystem	Startup Junkie will cultivate and maintain working relationships with all relevant parties	Continuously throughout contract period	Community partnerships established and cultivated

II. Consulting, technical assistance, and support for Fayetteville residents.

Through our team's combined 80 years of working one-on-one with more than 3,400 entrepreneurs and innovators, we are intimately familiar with the challenges of starting a business, from securing capital to attracting a qualified workforce to reaching customers through effective marketing. Small businesses and entrepreneurs attest to the value of our services. Across nearly a thousand engagements, we have a Net Promoter Score (NPS) of **96**. According to Qualtrics, an NPS above 80 is considered world-class. Our NPS of **96** puts us in the top percentile of organizations across the globe.

Approach. At Startup Junkie, we are not just experts at challenges facing small businesses - we are also experts at helping business owners overcome them. Our approach is to provide one-on-one consulting to business owners and entrepreneurs. We offer guidance, advice, technical support, and connection to resources. We meet business owners where they are and help them with the stage they are in. For an entrepreneur in an idea stage, this may be testing concepts or business plan development. For an existing business looking to scale, we can help with market research, financial management, or customer discovery. Our team's expertise is both broad and deep, enabling us to meet the needs of a huge array of businesses and markets.



With the financial backing of the City of Fayetteville, we provide this one-on-one consultation at no charge to Fayetteville small business owners and entrepreneurs. People can schedule a consultation with us directly through our website, phone, or through a referral from the City. We meet with people either virtually or in-person and conduct follow-up consultations as needed.

Startup Junkie has a specific focus on reaching underserved entrepreneurs. Since our inception, our team has provided 5,000 consultations with 3,400 unique entrepreneurs. In 2022, our one-on-one consultation clients were **59.8%** women entrepreneurs and **35.3%** racial minority entrepreneurs - greatly exceeding both the national and state saturation of women- and minority-owned businesses, as Table 2 below shows.

Table 2: Underserved Businesses / Entrepreneurs		
Task	Method	Timeline
United States ¹	22%	21%
Arkansas ²	43.5%	13%
Startup Junkie one-on-one Consulting Clients	59.8%	35.3%

¹ US Census [Annual Business Survey](#), 2022

² SBA [Arkansas Small Business Economic Profile](#), 2022

For the proposed contract, we seek to expand our audience of underserved entrepreneurs through dedicated outreach efforts and an expanded FTE commitment (from 1.0 FTE to 1.84 FTE). We expect that subcontracting with Startup Junkie Foundation will enable us to reach more women and minority business owners and entrepreneurs with one-on-one consulting opportunities.

Interaction with the City of Fayetteville. Startup Junkie will work closely with the City of Fayetteville to accept referrals for one-on-one consultations from the City, and to identify trends in challenges or opportunities that we deduce from our ongoing one-on-one consultations. We will report our metrics to the City regularly.

“Everyone is very friendly. If you want to get connected with the startup scene, it’s the place to be.”
– Andrew Beers (consulting client)

Relevance to Economic Vitality Master Plan. Through this component of the proposed contract, Startup Junkie will help the City implement Strategies 2 and 4 of its Economic Vitality Master Plan. For example, Startup Junkie will provide targeted awareness of the City’s small business resources through one-on-one consultations. Startup Junkie will host events and trainings for women- and minority-owned businesses and raise awareness of micro-financing and small dollar loan options for women and minority residents through our program Kiva NWA.

Table 3: Consulting, Technical Assistance, and Support for Fayetteville Residents			
Task	Method	Timeline	Metrics (Outputs)
Provide consultations to Fayetteville residents and business owners	Meet one-on-one with residents and business owners; provide assistance and connect to resources	Continuously throughout contract period	# consultations # entrepreneurs # women-owned ventures # minority-owned ventures # veteran-owned Ventures

III. Data Analysis and Tracking

Startup Junkie has long been dedicated to effective evaluation of small business growth and vitality. We keep careful records of our own work as it relates to the success of our clients, and we work closely with the City of Fayetteville to track and report both outputs (productivity) and outcomes (impact). We have effective internal procedures for tracking data, and our staff are adept at data analysis and communication.

Approach. We currently track and analyze the following data, specific to Fayetteville.

Outputs

- # entrepreneurs served through one-on-one high quality no-cost consulting, mentoring, counseling, training, support, and assistance engagements
- # women-owned ventures
- # minority-owned ventures
- # veteran-owned ventures
- # events, workshops, and program engagements
- # attendees of events, workshops, and program engagements

Outcomes

- # net new jobs created on average per Fayetteville venture over the year.
- \$# in private capital raised
- \$# in public capital (grants, state and federal) secured
- # new products, services, and solutions brought to market
- # patents and patent applications
- # SBIR and STTR awards
- # unique Fayetteville retail, restaurant, and accommodation ventures assisted through multiple ongoing and in-depth engagements
- 1 year and 5 year survival rates for new businesses

For the proposed contract, we aim to do more. We will continue to track the above outputs and outcomes. However, we will work with the City to expand and refine this list of metrics, in accordance with the City's priorities and the Economic Vitality Master Plan. In the first year of the contract, we will work with the City to establish accurate baselines for our outcomes. Then, in each subsequent year of the contract, **we will aim to increase our outcome metrics by 10% year over year.** To do this, we will collaborate with Startup Junkie Foundation's Head of Metrics, Systems, and Reporting to expand our capacity for data collection and analysis.

Interaction with the City of Fayetteville. Evaluating the health and growth of Fayetteville's small business and startup community will be a collaborative effort between Startup Junkie and the City. Startup Junkie will work closely with the Department of Economic Vitality to identify additional metrics (beyond those listed above) that will best illuminate progress toward the City's goals as outlined in the Economic Vitality Master Plan. We will report progress regularly to the City and work together to address any challenges that arise.

Relevance to Economic Vitality Master Plan. Through this component of the proposed contract, Startup Junkie will help the City evaluate progress toward all Strategies of its Economic Vitality Master Plan. For example, Startup Junkie will provide engagement opportunities for minority-, woman-, veteran-, and neurodiverse-owned businesses and track participation to measure reach. We can also analyze the participation rates in one-on-one consulting and events for members of the creative economy and for entrepreneurs in the arts, entertainment, and recreation.

Table 4: Data Analysis and Tracking			
Task	Method	Timeline	Metric
Track outputs and outcomes specific to Fayetteville and to this contract	Collect and analyze additional outputs and outcomes	Continuously throughout contract period	See list above; will expand on this list with City input
Report outputs and outcomes to the City of Fayetteville	Provide regular updates to the Dept. of Economic Vitality	Annually and as requested by the Dept. of Economic Vitality	See list above; will expand on this list with City input

Scope of Work: Create Programming and Space for Entrepreneurship to Flourish

Rigorous outreach, networking, and entrepreneurial opportunities support a successful small business ecosystem and ensure equitable access to historically underrepresented entrepreneurs. Please see below for a description of Startup Junkie’s approach and planned coordination with the City under this contract, followed by tables with our proposed tasks, timeline, and metrics.

I. Events and Education

Startup Junkie is committed to providing visible, accessible, high-quality events and networking opportunities for Fayetteville entrepreneurs and small business owners. In 2023, we executed **67** events, workshops, and program engagements in Fayetteville alone, serving **7,247 attendees**. Please see Table 5 below for a sampling of the events Startup Junkie held in Fayetteville in 2023.

Table 5: Startup Junkie Fayetteville Sample Events, 2023	
Event	Date
HER Entrepreneur Journey Workshop*	1/10/23
Networking Happy Hour with Urban Cellar Winery	1/13/23
Startup Stories Aura Launch Party	2/3/23
Lunch & Learn: SEO: Drive Traffic to Your Website	2/10/23
Lunch & Learn: How to Develop Inclusive Leadership	2/16/23
Ederlee Lean Canvas Workshop	2/21/23
Meeting of The Minds Q1	2/21/23
HER Entrepreneur Journey Artpreneurs and Creatives Networking*	3/7/23
Lunch & Learn: Optimize Your Marketing Strategies	4/6/23
Perfecting the Pitch Workshop	4/20/23

Startup Stories with Boulders & Brews	4/28/23
Social Media and Photography Presentation*	5/3/23
Personal Values Lunch & Learn	5/17/23
Startup Stories with Boulders & Brews	5/25/23
Branding Workshop with Norris Design	6/7/23
Startup Junkie/H.I.R.E.D! Teacher Externship	6/14/23
Startup Stories with Andy Green	6/22/23
SLS Ground Breaking*	6/27/23
Lunch & Learn with My HR Pros	7/26/23
Lunch & Learn with US Patent & Trademark Office	8/11/23
Professional Development with United Bank	8/28/23
<i>Startup Crawl</i>	9/8/23
Lunch & Learn with the Organizer Chicks	9/12/23
Train the Teacher: Lean Canvas Workshop	9/28/23
Student Entrepreneurship Day at CenterSpace	9/29/23
Lunch & Learn with the Organizer Chicks	10/3/23
Lunch & Learn with Throughline	10/12/23
Lunch & Learn with Black Diamond Capital Advisory Firm	10/18/23
Lunch & Learn with Human Interest	10/24/23
Learn to Fund Your Business with Retirement Accounts!	11/3/23
Lunch & Learn: Misconceptions with Social Media Marketing	11/7/23
Government Certifications for Women, Minority, and Underserved Businesses*	11/9/23
Enspire Conference 2023	11/10/23
Productivity & Workflow Workshop	11/13/23
Networking: Coffee Crawl at Arsaga's Mill District	11/14/23
Student Entrepreneurship Expo	11/15/23
Cybersecurity Lunch & Learn with Discerning Security	12/7/23
GameChangers: Live Podcasting with TheatreSquared*	12/11/23
Lunch & Learn with Friday Firm	12/14/23

* Events designed specifically for underrepresented and/or creative economy entrepreneurs

Approach. Startup Junkie will provide a regular schedule of no-cost in-person entrepreneurial educational opportunities to educate, inspire, support, and connect the regional startup community and entrepreneurial ecosystem. For the proposed contract, we will execute the following cadence of 50 high impact no-cost events in Fayetteville annually. In addition to these regular events, we will work with the Department of Economic Vitality to identify and deliver 20 additional tailored desired event engagements for Fayetteville entrepreneurs.

Table 6: Proposed Year One Schedule of Events by Startup Junkie			
Type of Event*	Description	Sample Past Event	Frequency in 12-month period
Workshop	Any topic addressing local needs of entrepreneurs	Sample past event	Monthly
Networking	Event providing networking opportunities in Fayetteville	Sample past event	Monthly
Entrepreneurship / Innovation Event	Event presented in partnership with another relevant organization	(Hosted by partner organization)	Monthly
IdeaFame	Pitch competition	Sample past event	Quarterly
Startup Stories	Feature event at local startup	Sample past event	Quarterly
Gamechangers	Live podcast	Sample past event	Quarterly
Startup weekend	Weekend of education, facilitation, and pitching of ideas for entrepreneurs	Sample past event	Annually
<i>Startup Crawl</i>	Large-scale event celebrating entrepreneurship and highlighting local resources	Sample past event	Annually

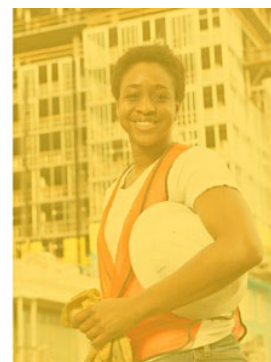
*A minimum of 6 of our total events will be focused on an underserved entrepreneurial group. In addition, a minimum of 6 of our total events will be focused on the creative economy.

All in-person events will be held in Fayetteville. Presenters for events will include Startup Junkie staff as well as partner organizations, individuals, and contracted professionals with deep expertise in relevant areas. Startup Junkie's Head of Events and Marketing will oversee this project component. We aim to achieve 70 events and 8,000 attendees as a benchmark in year one, with a goal of increasing audience participation by 10% year over year thereafter.

Interaction with the City of Fayetteville. Startup Junkie will work with the City to promote events and ensure that the event schedule is ideal for Fayetteville residents and other City activities. We will seek input from the City to help us identify, develop, and deliver events on additional topics needed by Fayetteville’s current and aspiring entrepreneurs.

SEMINAR
**Government Certifications
 for Women, Minorities, and
 Underserved Businesses**

November 9 | 2:00 - 4:00pm
 Startup Junkie Office | Fayetteville



Relevance to Economic Vitality Master Plan. Through this component of the proposed contract, Startup Junkie will help the City implement Strategies 2, 3, 4, 5, 7, and 8 of its Economic Vitality Master Plan. For example, Startup Junkie will create and promote a woman- and minority-owned business education program with structured curriculum on intellectual property, product development, marketing, commercialization, SBIR/STTR grants, negotiation, contractual agreements, finance and capital opportunities, and platform-based retail. Every year, Startup Junkie presents programming specific to women- and minority-owned businesses, so this is already a focus. In accordance with the Master Plan, we will present 6 events, workshops, and program engagements per year focused on underserved entrepreneurs, and 6 events focused on artists and the creative economy.

Table 7: Events and Education			
Task	Method	Timeline	Metric
Solicit input from City on education topics relevant to entrepreneurs and in alignment with Plan	Startup Junkie staff works with Dept. of Economic Vitality to gather input	Beginning of contract period	Compiled list of topics for events
Develop, promote, and present regular no-cost in-person and virtual events	Startup Junkie staff uses current procedures to schedule, promote, and present events	Continuously throughout contract period (approx. 4 events per month)	# events (target: 70) # attendees (target: 8,000*) # events for underrepresented entrepreneurs (target: 6) # events for the creative economy (target: 6)

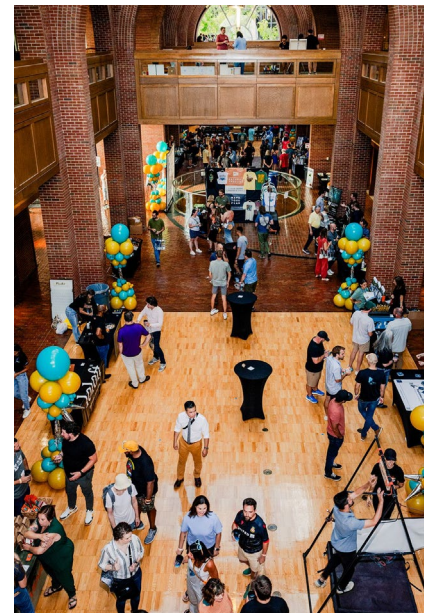
*For year 1 of the contract period. We will aspire to 10% year-over-year growth thereafter.

II. Collaboration Space and Programming

Located in the heart of downtown Fayetteville in the Pryor Center, Startup Junkie is a visible leader for the City's small business and startup community. We are focused on bringing people together downtown in support of our small businesses and startups. Please see below for a description of Startup Junkie's approach and planned coordination with the City under this contract, followed by tables outlining our proposed tasks, timeline, and metrics.

Approach. Should this new contract be awarded, Startup Junkie will commit to continue to occupy and maintain CenterSpace, a collaborative free working space for use by the entrepreneurial community for the purposes of learning, co-working, and convening. This space includes no-cost day use co-working space (including complimentary Wi-Fi) for entrepreneurs. We also provide a no-cost conference room that entrepreneurs can book online for daytime use. CenterSpace also serves as Startup Junkie's primary location for leading virtual and in-person one-on-one consulting engagements with Fayetteville entrepreneurs. Our CenterSpace is in demand in the Fayetteville community. As an example, in 2023, 2,600 community members used the conference room at no charge for their offsite meetings. CenterSpace costs Startup Junkie \$65,000 annually to operate.

To celebrate entrepreneurship and highlight small businesses, Startup Junkie will present our signature large-scale event, ***Startup Crawl***. Presented annually, ***Startup Crawl*** is the largest entrepreneurship- and innovation-focused event in Arkansas, Missouri, and Oklahoma. Despite active interest from other Northwest Arkansas cities such as Bentonville, thanks to support from the City of Fayetteville, Startup Junkie has hosted this event in Fayetteville, where it has become a title event for the City (this event cost approximately \$50,000/year to execute). Should this contract be awarded, Startup Junkie will continue to lead this fabric of the community event that's loved by all, in Fayetteville. ***Startup Crawl*** draws 3,000 attendees from across the country who sample beer from local craft breweries and listen to live music while visiting local startups' booths in the Pryor Center and around the downtown square. Young companies and innovative thinkers promote their businesses and ideas to a large audience. ***Startup Crawl*** celebrates Fayetteville's vibrant entrepreneurial community and showcases the resources available in Fayetteville. In 2023, we hosted more than 3,000 attendees, 70 participating ventures, and 14 breweries, along with music by Sister Hazel.



In 2024, should we be awarded this contract, we will keep the ***Startup Crawl*** in Fayetteville, and continue to make it the largest entrepreneurship- and innovation-focused event in the region and ensure that inclusion and diversity are centered at the event. We aim to attract 3,300 attendees and increase our audience by at least 10% year over year thereafter. We will also continue to engage with our local arts, music, and food scene and key community partners. In alignment with

the City’s Economic Vitality Master Plan, in 2025 we will expand ***Startup Crawl*** to a multiple-day event and add professional development and educational offerings to continue to grow its reach and impact.

Interaction with the City of Fayetteville. Startup Junkie and Startup Junkie will work closely with the City on the logistics of presenting the event downtown as well as promotion to local leaders and community members.

Relevance to Economic Vitality Master Plan. Through this component of the proposed contract, Startup Junkie will help the City implement Strategies 2, 4, and 5 of its Economic Vitality Master Plan. In response to Strategy 5 of the Plan, we will expand ***Startup Crawl*** to a multiple-day event.

Table 8: Collaboration Space and Programming			
Task	Method	Timeline	Metric
Host entrepreneurs at CenterSpace	Provide no-cost co-working and conference space	Continuously throughout contract period	# entrepreneurs reserving conference space (target: 1,540)
Develop and present <i>Startup Crawl</i>	Startup Junkie plans and presents multi-day event in coordination with City	Annually in the fall	# of participating startups (target: 80) # attendees (target: 3,300 in 2024)

III. Focused Support for Members of the Creative Economy, Women, People of Color, and Other Historically Underrepresented Groups

As a small business owned and led by service-disabled veterans, women, and minorities, Startup Junkie is focused on democratizing entrepreneurship through support for historically underrepresented groups, including women, people of color, and creative economy entrepreneurs. Our Head of Underserved Entrepreneurship manages our Kiva loan program (see below) and organizes our efforts around our DEI work. She is fluent in Spanish and English, and also has Tourette Syndrome.

Approach. Our support of underrepresented entrepreneurs consists of three approaches: 1) one-on-one no-cost consulting and counseling, 2) tailored events, and 3) accessible capital. Of our one-on-one consulting clients, **59.8% are women** and **35.3% are minorities**, which greatly exceeds their saturation rates (please see Table 2 on page 4). For the proposed contract, we will maintain a 50%/35% concentration of women and minorities among our consulting clients.

Every year, we provide events and programs designed specifically to address disproportionate barriers that female and minority entrepreneurs face. For example, our “HER Entrepreneur Journey” series offers regular events led by and for female entrepreneurs (see 2023 events schedule on pages 7-8). In the last 2 years alone, we developed and hosted 39 events specific to

underserved entrepreneurs, with a total attendance of 1,606. We served as facilitators or panelists for an additional 19 events in partnership with community-led organizations such as Conexión de Negocios Latinos and Canopy Northwest Arkansas. Finally, we also participated in 6 events led by underrepresented communities, including the 2023 Black Business Expo which was attended by 2,000 people. Demand for these events is on the rise - **total attendance at our events specific to underrepresented entrepreneurs increased by 26% last year** (894 in 2023 compared to 712 in 2022). We will build on this success in the contract period, aiming for at least a 10% increase year over year at these events.

Our Head of Underserved Entrepreneurship oversees our Kiva program, which we base in Fayetteville and which provides female founders and entrepreneurs of color access to crowd-funded, zero-interest, no-fee microloans. Since launching in December 2019, Kiva has facilitated fully funded loans collectively totaling \$1.1 million. 95% of these businesses were women- or minority-owned; 25% of all of our loans go to African American business owners, 16% to Hispanic business owners, and 8% to Pacific Islander business owners. More than 70% of our loans go to women-owned businesses. Since the inception of Kiva, Fayetteville has been our top city for loans. For the proposed contract, we aim to make at least 20 loans in Fayetteville annually, with \$150,000 in total annual distribution.

Startup Junkie also supports the creative economy by providing one-on-one ongoing, intensive and customized consulting, advisory support, counseling, and technical assistance to creative economy entrepreneurs. In addition to providing our own expertise, we hire fractional consultants to help niche clients, such as helping a band form an LLC. We also work with Art Ventures to showcase their artists' work for sale at CenterSpace and host maker fairs that

"I know I can always go back to them to get new advice, new suggestions and know that I'm going to feel confident in every interaction with their team." –
[Cedric Fonville, NICE NWA](#)

promote creative entrepreneurs. We incorporate artists and creative economy leaders into **Startup Crawl** and support the City's systemic efforts to bolster the creative economy. Finally, we also pursue special projects with creative partners. For example, in 2022, we partnered with the Music Education Initiative to highlight local musicians. We also had a networking event for "artpreneurs" at the gallery of a local artist and invited other artists to speak about their journey. We will bring this event back in fall 2024.

For the proposed contract, we will continue our marketing and outreach efforts to attract and serve female and minority entrepreneurs through one-on-one consulting and events. Our Head of Underserved Entrepreneurship will work with the Department of Economic Vitality to identify and implement specific efforts to remove barriers to entrepreneurship for women and people of color. We will continue to pursue partnerships and special opportunities to support artpreneurs. For the proposed contract, we will host 6 events focused on artists and the creative economy.

Interaction with the City of Fayetteville. Startup Junkie staff will work with the Department of Economic Vitality to identify and deliver strategies for supporting underrepresented entrepreneurs. Our Head of Metrics, Systems, and Reporting will communicate with the City on metrics specific to this effort and work one-on-one with the Dept. of Economic Vitality.

Relevance to the Economic Vitality Master Plan. Through this component of the proposed contract, Startup Junkie will help the City implement Strategies 1, 2, 3, and 8 of its Economic Vitality Master Plan. For example, through one-on-one consulting and events, Startup Junkie will communicate educational opportunities and resources with accessibility to artists in mind.

Table 9: Focused Support for Historically Underrepresented Groups			
Task	Method	Timeline	Metric
Provide one-on-one consulting to women entrepreneurs	Outreach to female entrepreneurs; address barriers and challenges	Continuously throughout contract period	% of one-on-one consulting clients that are women (target: 50%+)
Provide one-on-one consulting to minority entrepreneurs	Outreach to minority entrepreneurs; address barriers and challenges	Continuously throughout contract period	% of one-on-one consulting clients that are minority entrepreneurs (target: 35%+)
Provide one-on-one consulting to creative economy entrepreneurs	Outreach to creative economy entrepreneurs; address barriers	Continuously throughout contract period	# creative economy entrepreneurs (target: 25 annually)
Present events tailored to needs of women, minority entrepreneurs	Develop, schedule, and host in-person and virtual events	Regularly throughout contract period (Startup Junkie hosts avg 4 events/month)	# of events per year (target: 6) # event attendees
Present events tailored to needs of creative economy entrepreneurs	Develop, schedule, and host in-person and virtual events	Regularly throughout contract period (Startup Junkie hosts avg 4 events/month)	# of events per year (target: 6) # event attendees
Provide access to zero-interest, no-fee microloans for female and minority entrepreneurs	Operate Kiva NWA program which leverages crowd funding for loans	Continuously throughout contract period	# loans (target: 20 annually) #\$ loans (target: \$150,000 annually)

Scope of Work: Provide Technical Assistance and Support to the Dept of Economic Vitality

For the proposed project, Startup Junkie will work as an extension of the Department of Economic Vitality team to implement the Economic Vitality Master Plan, identify opportunities

and challenges, and measure success. Please see below for a description of Startup Junkie's approach and planned coordination with the City under this contract, followed by tables outlining our proposed tasks, methods, timelines, and metrics.

I. Technical Assistance and Support to the Department of Economic Vitality

Startup Junkie is the “go-to” source for Fayetteville entrepreneurs and the City's strong relationships with them. Currently, our support for the City includes:

- 1 FTE equivalent provided to Department of Economic Vitality
- Monthly one-on-one meeting with Director of Economic Vitality
- Monthly meeting with Mayor on entrepreneurship within Economic Vitality
- Monthly report to Director of Economic Vitality
- Annual report that includes outputs, outcomes, and success stories presented to Director of Economic Vitality and City
- Open lines of communication with the Director of Economic Vitality

Approach. To accomplish the ambitious goals of the Master Plan, we are proposing an increased commitment to the City from Startup Junkie moving forward. We will continue our meeting and reporting structure as outlined above. However, we would like to (at the discretion of the Department of Economic Vitality) include our project Head of Underserved Entrepreneurship and Head of Events and Marketing in these meetings as well, so that we can bring even more expertise to the table.

To increase commitment, we will also increase the FTE equivalents dedicated to the City, from 1.0 to 1.84. Ten (10) different Startup Junkie team members will engage with the City, providing a wider range of expertise and community relationships. This team will provide technical assistance to the City in the following ways.

Serve as Extension of the Department of Economic Vitality Team. We will provide expertise and integrate technical assistance as needed to support the City's efforts in relation to entrepreneurship and innovation.

Master Plan Implementation. We will work closely with the Department of Economic Vitality to assist with implementation of the strategies and action items that relate to small business and entrepreneurship in the Master Plan, once the Plan is adopted by the Fayetteville City Council. Please see our “List of Project Personnel” section for details about the contributions of our Team.

Analyze current strategies. During our monthly meetings and regular communication with the Department of Economic Vitality and City Team, we will discuss and analyze the City's current range of economic strategies (especially those focused on entrepreneurship and innovation), along with the current status and progress of action items.

24/7 Support. Startup Junkie will increase communication to 24:7 communication between all members of the Department of Economic Vitality (at the Department's discretion) and our project team. We believe this will nurture a lock-step partnership that will enable successful achievement of the City's goals.

Interaction with the City of Fayetteville. We will dedicate 1.84 FTE equivalents to the City under the proposed contract. In addition to 24/7 support, we will have monthly meetings with the Director of Economic Vitality and the Mayor. We will submit monthly and annual reports to the City to track metrics and success of the Economic Vitality Plan. Please see Table 9 below for an outline of the increase in commitment to the City we are proposing.

Relevance to the Economic Vitality Master Plan. Regular communication and coordination will be key to accomplishing the City’s goals as outlined in the Plan. Please see the following section for discussion of the ways in which Startup Junkie is fully aligned with Plan implementation.

Table 10: Increased Technical Assistance / Support to the Dept. of Economic Vitality	
SJ Current Commitment	SJ Proposed Increased Commitment
1.0 FTE equivalents dedicated to Dept. of Economic Vitality	1.84 FTE equivalents dedicated to Dept. of Economic Vitality
Open communication between Dept. of Economic Vitality and Project Team leaders	24/7 communication between Dept. of Economic Vitality and all members of Startup Junkie’s Project Team
Monthly meetings between one member of SJ team and Director of Dept. of Economic Vitality	Monthly meetings between three members of SJ team and Director of Dept. of Economic Vitality
Monthly meetings between one member of SJ team and Mayor	Monthly meetings between three members of SJ team and Mayor
Monthly reports to Director of Dept. of Economic Vitality	Monthly reports to Director of Dept. of Economic Vitality including increased metrics aligned with Master Plan
Annual report and presentation to City	Annual report and presentation to City including extensive evaluation of progress toward Master Plan strategies

II. Economic Vitality Master Plan Implementation

Startup Junkie is fully aligned with the City’s Economic Vitality Master Plan. Having assisted in its creation and supported the City through the planning process, we are uniquely positioned to assist the City with its successful implementation. Please see below for a description of Startup Junkie’s approach and planned coordination with the City under this contract, followed by tables outlining our proposed tasks, methods, timelines, and metrics.

Approach. Startup Junkie will dedicate 1.84 FTE equivalents to the proposed contract and implementation of the Master Plan. While we are proposing a contract which would assist the City in implementing all strategies of the Master Plan, we have structured our project team to delve deeply into the following strategies.

Streamlining pathways to entrepreneurship and eliminating barriers to entry. Claudia Scott will serve as our Head of Underserved Entrepreneurship for the proposed project. Scott is a leader in our community with a strong track record of success in her career and at Startup Junkie. As a woman, minority, and professional with Tourette Syndrome, she understands how to eliminate barriers to entry for entrepreneurs. There is simply no one better to lead addressing the needs of historically disadvantaged entrepreneurs than Claudia.

Claudia assists historically underserved communities at the highest level. At Startup Junkie, she leads capital access programs focused on the underserved in Fayetteville, such as the Kiva Program. She also provides intensive one-on-one no-cost counseling, consulting, and advisory support for historically underserved entrepreneurs. An expert in launching and deploying events, workshops, and programs focused on assisting underserved entrepreneurs, Claudia ensures that our entire team weaves diversity, equity and inclusion work into everything we do. Our Project Head of Events, Workshops, and Programs will work with Claudia to ensure that we provide a world class offering of support for our underserved community members.

Targeting technical assistance and resources for historically disadvantaged small business owners and entrepreneurs. Diversity, equity, and inclusion are interwoven into all the work that Startup Junkie does. For the proposed contract, our Project Director of Events and Marketing, Victoria Dickerson, will launch regular events aimed specifically at underserved entrepreneurs. Please see a discussion of our support on pages 12-14.

Startup Junkie also has a specific focus on serving veterans who help our small business community thrive. Startup Junkie itself is a veteran owned small business, with three veterans on our team, including two service-disabled veterans. Our large and often overlooked population of veterans will receive much needed support from our expert team for the proposed project, including intensive no-cost and on-going one-on-one advisory support and counseling, as well as events, workshops and programs such as Veteran Venture Leaders (sample event here: <https://www.nwahomepage.com/lifestyle/good-day-nwa-veteran-venture-leaders/>).

Facilitating and Supporting the Expansion and Retention of Fayetteville's Small Businesses. Startup Junkie will support expansion and retention through monthly, weekly, and daily one-on-one BRE checks with Fayetteville businesses. Through these regular checks and status updates, we will provide maximum support to Fayetteville small businesses, ensuring they stay in business, continue building strong roots in Fayetteville, and grow at a robust rate. Our checks are supported by our large network of SME mentors that can assist one-on-one on a variety of topics ranging from human resources to branding and Internet Protocol.

Building a robust culture of customer service for small businesses in Fayetteville & prioritizing economic growth and resiliency of restaurants, bars, and hotels as well the arts and entertainment industry. To accomplish this, Startup Junkie will build upon the successful

model of growth and expansion of multinational franchise operations such as Slim Chickens, for which the principals of Startup Junkie have been advisors and investors for nearly ten years. By engaging experts in franchise growth, we will help identify and bolster restaurant, bar, arts, and entertainment businesses originated in Fayetteville to achieve regional and national expansion. The same approach, for example, grew Buff City Soap to more than 1,000 locations in less than two years. Fayetteville-based concepts with the right operating model can grow to significance while maintaining high-wage-rate and high salary headquarters locations in Fayetteville. Startup Junkie will bring the expertise to the proposed project to drive this type of success for the City.

Interaction with the City of Fayetteville & Relevance to Master Plan. Please see Table 9 for the logistics of planned interaction with the City. We will work with the Department of Economic Vitality to identify outcomes for this contract that align closely with the Master Plan and help achieve its goals.

Timeline. We will be available to the City 24/7 for implementation of this project and fulfillment of the Master Plan. Please see the “Methods and Approach” section for timeline of specific tasks relevant to the Master Plan.

Scope of Work/Deliverables

Startup Junkie will continue to track and analyze detailed metrics to measure success and report regularly to the City. For the proposed contract, we will track the following deliverables for year one of the contract. In addition to these, we will work with the Department of Economic Vitality to establish other data points the City would like Startup Junkie to add to our evaluation.

Support a Collaborative Entrepreneurial and Startup Environment

- # entrepreneurs served through one-on-one high-quality no-cost consulting, mentoring, counseling, training, support, and assistance engagements (target: 520+)
 - #/% women-owned ventures
 - #/% minority-owned ventures
 - #/% veteran-owned ventures
 - #/% creative economy entrepreneurs
- # Fayetteville businesses contacted through the BRE program to ensure growth and address challenges (target: 50)

Create Programming and Spaces for Entrepreneurship to Flourish

- # visible, accessible, high-quality events, workshops, networking, and program engagements for Fayetteville entrepreneurs (target: 70+)
- # attendees of events, workshops, networking, and program engagements (target: 7,972)
- # events specifically for underrepresented entrepreneurs (target: 6)
- # events specifically for the creative economy (target: 6)
- # entrepreneurs reserving CenterSpace conference space downtown (target: 1,540)
- # of participating startups in annual ***Startup Crawl*** event (target: 80+)
- # attendees of annual ***Startup Crawl*** event (target: 3,300 in 2024)
- # zero-interest, no-fee microloans for female and minority entrepreneurs issued through Kiva Northwest Arkansas annually (20)
- # \$ of loans issued through Kiva Northwest Arkansas annually (\$150,000)

Maintaining a rigorous and innovative schedule of consultations and events is critical to helping the City achieve its Master Plan goals. However, the true value of Startup Junkie's work shines through our outcomes. These measure the results of the services that we provide and demonstrate the growth of local startups and our small business economy. Below are the outcomes we will measure through the proposed contract. In year one of the contract, we will work with the City to establish accurate baselines for these metrics. Thereafter, we will aspire to increase outcome measurements by 10% year over year.

Outcomes

- # net new jobs created on average per Fayetteville venture annually
- \$# in private capital raised
- \$# in public capital (grants, state and federal) secured
- # new products, services, and solutions brought to market
- # patents and patent applications
- # SBIR and STTR awards
- # unique Fayetteville retail, restaurant, and accommodation ventures assisted through multiple ongoing and in-depth engagements
- 1 year and 5 year survival rates for new businesses

Success Stories

Finally, our deliverables under the proposed contract will include success stories which highlight the impact of our work on individual businesses and entrepreneurs. Below is a sampling of success stories from our work in Fayetteville. We will track these types of successes to report to the City in the proposed contract.

- **B-Unlimited**, an advanced manufacturing company, grew from \$2M in revenue and 10 employees to \$12M in revenue and 100+ employees.
- **Phigenics**, a water quality and safety company, went from idea stage to \$50M valuation and \$36M in revenue. It grew to have 140 high-wage employees serving major Fortune 100 companies, hospital systems, and the federal government.
- **OurPharma**, a pharmaceutical manufacturing company, started with a University business plan and no employees and grew to a major manufacturing facility and company valued at \$25M with more than 50 employees.
- **Ozark Integrated Circuits**, a semiconductor company, had 20 highly educated high-wage engineers and is now a world leader in harsh environment electronics with solutions for space, hypersonic jet engine controls, and deep-well geothermal. The company has a 90% SBIR win rate from multiple agencies and is fully transitioning to production.
- **Lapovations**, a medical device company, began with University research to recently raising a \$14M investment round. The device has already been approved by the FDA and has been performing well in clinical trials.
- **Slim Chickens**, a tech enabled scalable food venture, went from 12 locations to more than 220 locations and 1,100 store commitments worldwide.
- **Natural Way Food Group**, a CPG food manufacturing and e-commerce company, moved from the idea stage to raising more than \$1M in capital and achieving distribution in over 1,000 storefronts nationwide.
- **The Shops at Brick City**, a brick & mortar and omnichannel tech enabled retail venture, grew from one original struggling location to two massive tech-enabled thriving locations

with more than 200 small businesses incubated and hosted within. The company provides a key bridge for Arkansas small businesses between idea and scale.

- **AcreTrader**, a farming and investment software company, moved from idea stage to commercialization and through a \$50M Series B at a \$400M valuation with more than 100 high-wage employees. The company brings liquidity to family farms and investment access to an overlooked asset class.

Qualifications and Experience

Startup Junkie is Fayetteville's trusted leader in the development of viable, lasting, and inclusive startup and venture ecosystems. For more than 15 years, we have been providing entrepreneur support, promoting innovation, commercializing technology, and building entrepreneurial ecosystems in underserved communities across Fayetteville.

Our world class team has 80 years of experience helping entrepreneurs and innovators reach their goals. Each year, we provide one-on-one consulting to more than 1,000 small businesses, present more than 200 events/workshops/programming for entrepreneurs, award \$150,000 - \$200,000 in Kiva microloan funding for underrepresented entrepreneurs, host a fuel accelerator program which attracts global companies to our community, and produce a podcast that ranks among the top 2.5% of podcasts globally.

"I like [Startup Junkie's] multi-prong approach to programming. They have a lot of great resources, workshops, events, networking events, programmatic offerings. I think they've built out a really nice network of service providers and fellow founders to collaborate with."

– [Elizabeth Prenger, Prose Creative & Ossicle](#)

We help small businesses get results. Since 2008, our work has resulted in the creation and acceleration of hundreds of new ventures, thousands of new jobs, and over \$850M in private capital and \$40M in public capital (SBIR/STTR/etc.). We have helped clients secure more than 200 patents and 500 trademarks, as well as bring over 2,000 new products, services, and solutions to market. We have helped entrepreneurs generate more than \$1B in revenue. Support for our efforts has come through funding and partnerships with Innovate Arkansas, the US Department of Commerce, ARK Challenge startup accelerator, Ozarks Regional Innovation Cluster, ScaleUp America, AEDC, Winrock International, the Walton Family Foundation, Small Business Administration, Northwest Arkansas Council, and the US Department of Agriculture.

Experience with Similar Projects/Contracts

For the past 8 years, Startup Junkie has been the City of Fayetteville's trusted partner in nurturing innovative, resilient small businesses. As an example, our 2021 - 2022 contract with Fayetteville resulted in 889 new jobs created, 15 SBIR/STTR awards secured by Fayetteville ventures, facilitation of the Ark Angel Alliance investment group, 2,600 people accessing free coworking space downtown, and 183 events attracting 12,579 attendees, among other successes.

Perhaps most impactful in Fayetteville is our one-on-one consulting. As an example, in 2021 - 2022, we served 881 Fayetteville entrepreneurs through 898 high quality free consulting, mentoring, counseling, training, support, and assistance engagements. Of these, 326 were

women-owned ventures, 188 were minority-owned ventures, and 39 were veteran-owned ventures - demonstrating our commitment to removing barriers for underrepresented entrepreneurs.

In the past 5 years, Startup Junkie has engaged with the US Small Business Administration (SBA), the Arkansas Economic Development Commission (AEDC), Arkansas Children's Hospital, Ewing Marion Kauffman Foundation, Winthrop Rockefeller Foundation, Arkansas Small Business Technology & Development Center, Rural Local Initiatives Support Corporation, North Forget, Walmart, ArcBest, Arvest Bank, the Korea International Trade Association, and the United States Department of Agriculture (please see Attachment C for four references). Please see below for some highlights from our current/recent contracts.

- **US Small Business Administration (SBA):** For nearly the past 10 years, we have led the SBA funded Ozarks Regional Innovation Cluster. We have made Fayetteville the epicenter of this effort, and the scope of this contract nicely matches the goals of the City of Fayetteville Master Plan. Through this contract we are focused on building a robust innovation and entrepreneurship ecosystem in the Ozarks region, where we choose Fayetteville as the epicenter. We have also executed a Prime Conductor Regional Innovation Cluster contract to accelerate the entrepreneurial ecosystem and regional cluster across Central Arkansas focused on healthcare, education, and data/decision science (2018-2024) and a Rural LISC Community Navigator contract to expand outreach efforts and provide technical assistance to entrepreneurs and small business owners (2021-2023).
- **Arkansas Economic Development Commission (AEDC):** Through the support of the Arkansas Economic Development Commission, we have led the two most successful accelerator programs in the state for the past 5 years: The Fuel Accelerator program and the 10x Accelerator Program. We have deployed multiple accelerator cohorts with the overall goal of driving economic development in the community (2018-present).
- **Arkansas Small Business Technology & Development Center (ASBTDC):** Through the LEAF (Latinx Entrepreneurs and Families) program, we created a program specifically aimed at Latinx small business owners with technical assistance programming in both English and Spanish (2021).
- **Walton Family Foundation:** The Walton Family Foundation has supported Startup Junkie by funding programmatic efforts. WFF has helped the Fuel Accelerator program succeed through continuous support; Fuel has added more than 100 jobs to the regional economy as a result. WFF also supports the NWA Kiva program which provides access to capital for underserved and underbanked entrepreneurs.

Company's primary business interest and/or operations including any affiliations

Startup Junkie Consulting, a veteran owned small business led by women, minorities, and service-disabled veterans, marked its beginnings in 2008 and formally organized as an LLC in 2011 by offering consulting services at no-cost to entrepreneurs. In order to expand the reach, impact, and depth of services, Startup Junkie Foundation was born in 2015 as a 501(c)3 nonprofit. As the two organizations share the same purpose, mission, vision, and values, the team is jointly building the entrepreneurial ecosystem. Startup Junkie's mission is to inspire and empower existing and aspiring entrepreneurs, innovators, and small business leaders.

Our organization offers a broad array of services, including but not limited to:

- **One-on-one Consulting & Counseling:** Individualized consulting services for entrepreneurs, startups, and growth-oriented small businesses. This includes assistance through various stages of the entrepreneurial journey, from idea creation and validation to scaling and exiting. Thanks to funding from the City of Fayetteville, we are able to offer this at no charge to the entrepreneur.
- **Inclusive Events, Workshops, and Programs:** A world class portfolio of events, workshops, and programs designed for a diverse and equitable entrepreneurial ecosystem.
- **Outreach:** Outreach efforts aimed at educating key community stakeholders on the value of an inclusive, diverse, and equitable entrepreneurship and innovation ecosystem.
- **Accessible Coworking Space:** Thanks to funding from the City of Fayetteville, we offer no-cost coworking at CenterSpace, located in the Pryor Center. This space costs roughly \$65,000/year to operate. If we win this contract, we will commit to keeping this space in Fayetteville and on the Fayetteville square.
- **Event Hosting and Meeting Spaces:** Spaces for meetings, workshops, and other offsite gatherings, emphasizing community building and networking among entrepreneurs.

Startup Junkie's operations are deeply rooted in the entrepreneurial community, aiming to eliminate barriers to entrepreneurship and make resources and support accessible to everyone interested in starting or growing their businesses. The organization has established a reputation for its outcome-focused approach, working with thousands of businesses and reaching an expansive audience through consulting, events, digital media, and an arsenal of other resources. Startup Junkie's efforts are supported by a variety of partners, including the Walton Family Foundation, the USDA, the EDA, the University of Arkansas, the U.S. Small Business Administration, the City of Fayetteville, KAIST, KOTRA, and the Arkansas Economic Development Commission.

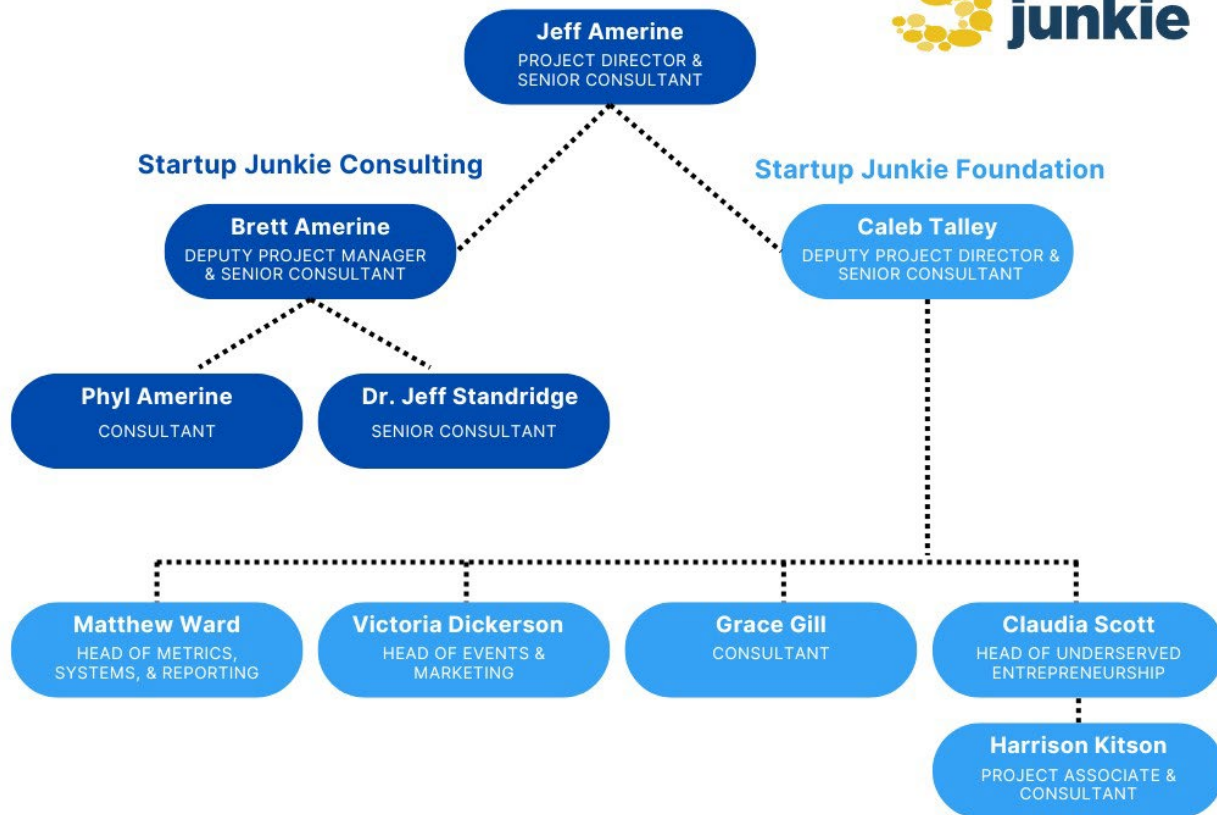
List of Project Personnel

Startup Junkie brings to the City of Fayetteville a talented team with deep expertise in every stage of small business development. Since 2011, our consultants have provided Northwest Arkansas and surrounding communities with key business/startup support and have spurred economic development through one-on-one engagements, events, workshops, and programming. In tandem with that effort, Startup Junkie Foundation was formed in 2015 to provide additional support to new business owners, expanding our reach, impact, and depth of services.

Both Startup Junkie Consulting, LLC and our partner organization Startup Junkie Foundation (through subcontract) will provide residents of the City with tailored business support and consultant services under the proposed contract, with Startup Junkie Consulting's executive and senior consultant team providing senior level strategic input for the project.

Ten (10) members of the Startup Junkie team will facilitate the requirements of this project. All are permanent, full-time employees who will dedicate various portions of their 1.0 FTE equivalents to the project. Combined, our budget includes 1.84 FTE equivalents to the Department of Economic Vitality.

Please see the following organizational chart for the proposed project. Following this chart is a list of project personnel. Resumes for each team member are attached to this proposal.



Startup Junkie Consulting, LLC

[JEFF AMERINE](#)- Project Director and Senior Consultant

[BRETT AMERINE](#)- Deputy Project Director and Senior Consultant

[DR. JEFF STANDRIDGE](#)- Senior Consultant & SME

[PHYL AMERINE](#)- Consultant

Startup Junkie Foundation

[CALEB TALLEY](#)- Deputy Project Director and Senior Consultant

[MATTHEW WARD](#)- Head of Metrics, Systems, and Reporting

[VICTORIA DICKERSON](#)- Head of Events & Marketing

[GRACE GILL](#)- Consultant

[CLAUDIA SCOTT](#)- Head of Underserved Entrepreneurship

[HARRISON KITSON](#)- Project Associate (Kiva) & Consultant

Availability

For the past 8 years, Startup Junkie has prioritized the City of Fayetteville's contract among other commitments. Though we have global impact and reach, we are firmly committed to supporting startups and small businesses in our own backyard. As a contributor to the City of Fayetteville's Economic Vitality Master Plan, we are eager to see the City's strategies come to fruition. Since our staff have already been engaged with this work with the City, we are available to continue our contracted services. Startup Junkie Foundation has the capacity to contribute

through the expanded personnel commitment we are proposing. The work their team will do as a subcontractor aligns with their strategic plans, and they have structured their team and their time commitments accordingly.

Financial support from the City for this project would allow our consultants to continue to provide no-cost services to Fayetteville entrepreneurs. Contracted services would also strengthen our ongoing efforts to reach small business owners from our underserved communities who face additional barriers to founding successful ventures. Finally, in partnering with the City, Startup Junkie would have the resources necessary to improve our ability to measure and communicate the impact of our coaching and programs.

Listing of All Fees

All fees and allocations associated with this project are itemized below. Startup Junkie is proposing a total annual fee of \$250,024.32 which includes only direct labor from Startup Junkie Consulting, LLC, labor by subcontractor Startup Junkie Foundation, and a small overhead fee. We do not propose an annual increase each year due to inflation. Should the contract be renewed for additional two-year periods, the annual fee will remain the same.

Payment schedule will be monthly payments of \$20,835.36 for 12 months each contract year, for which Startup Junkie will submit monthly invoices to the City. At the direction of the Department of Economic Vitality, level quarterly payments would be acceptable as well; however, we will still provide monthly updates to the City.

In order to maximize impact and serve as good stewards of Fayetteville tax dollars, Startup Junkie will leverage other funding sources that we take the initiative to secure to cover all other program materials, supplies, and facilities necessary to successfully execute this project. The \$65,000 annual cost of our free-to-the-public CenterSpace on the Fayetteville square – which hosts our no-cost events, workshops, and coworking programming – will also be covered through secured sponsorships and non-City funding we take the initiative to identify. We view this as an opportunity to act as good stewards of Fayetteville tax dollars and direct City funding entirely towards our staff expertise in supporting entrepreneurs.

Table 11: Listing of All Fees		
	Year 1	Year 2
Direct Labor	\$161,054.40	\$161,054.40
Subcontract (Startup Junkie)		
Subtotal	\$77,064.00	\$77,064.00
Subtotal	\$238,118.40	\$238,118.40
Fee (Includes overhead)	5%	5%
Firm Fixed Price Total	\$250,024.32	\$250,024.32

Startup Junkie estimates that it will take 3,827 total staff hours to complete the proposed scope of services, contributed by 10 Startup Junkie staff leaders with broad and complimentary expertise.

Table 12: Project Team Member Estimated Fee & Estimated Hourly Rate Breakdown				
Employee	Hourly Rate	Hours Per Year to Project	% of Total 1.0 FTE Time	Total
Startup Junkie Consulting, LLC				
Project Director & Senior Consultant	\$87	728	35%	\$63,336.00
Project Director and Sr Consultant 2	\$87	707	34%	\$61,526.40
Consultant 2	\$87	208	10%	\$18,096.00
Senior Consultant and SME	\$87	208	10%	\$18,096.00
<i>Direct Labor Subtotal</i>				<i>\$161,054.40</i>
Startup Junkie Foundation (Subcontractor)				
Project Director and Senior Consultant	\$39	707	34%	\$27,580.80
Head of Metrics, Systems, and Reporting	\$39	208	10%	\$8,112.00
Head of Events and Marketing	\$39	333	16%	\$12,979.20
Head of Underserved Entrepreneurship	\$39	333	16%	\$12,979.20
Consultant	\$39	208	10%	\$8,112.00
Project Associate and Consultant	\$39	187	9%	\$7,300.80
<i>Subcontractor Subtotal</i>				<i>\$77,064.00</i>
Total		3,827	1.84 FTE	\$238,118.40



Section D: Resumes & Experience of Project Personnel - In Response To RFP 24-06

Jeff Amerine, Project Director & Senior Consultant

Full Resume & Bio: <https://www.linkedin.com/in/jeffamerine/>

1. **Title:** Project Director & Senior Consultant
2. **Tenure with Proposer:** 15 years
3. **Education:** Masters of Science in Operations Management & Project Management Institute Certified Project Management Professional
4. **Experience:** A key local and national leader, Jeff is involved with the creation of lasting regional venture ecosystems and co-authored in 2021 the Amazon bestselling book, *Creating Startup Junkies – Building Sustainable Venture Ecosystems in Unexpected Places*. Jeff has held senior leadership positions in 9 small business ventures and 3 Fortune 500 companies. He has made more than 90 angel investments in small businesses. Jeff now leads Startup Junkie Consulting. He is also a General Partner in Cadron Capital Partners, a Managing Director for Innovation Junkie, and a Board Member for the Supporting Lifelong Success (SLS) project in Fayetteville which aims to provide entrepreneurship and innovation pathways to neurodivergent adults.

Jeff served as Associate Vice Provost, Research and Economic Development, and Director of Technology Ventures at the University of Arkansas until leaving to pursue Startup Junkie Consulting full-time in 2015. In addition, Jeff is an Adjunct Professor for the Sam M. Walton College of Business at the University of Arkansas. Jeff was also a retained advisor for Innovate Arkansas, a Winrock International program chartered with the creation of a knowledge-based economy in Arkansas. This program has accounted for \$300+ million in financing for Arkansas-based small businesses.

Prior to this, Jeff served 6 years as a United States Air Force Officer, working in the Strategic Air Command as a missile launch officer and later in research and development acquisition. Jeff graduated from United States Naval Academy in 1984 and holds a Master of Science in Operations Management from the University of Arkansas. He is a certified Project Management Institute Project Management Professional (PMP). Jeff's experience has fostered a comprehensive knowledge of the challenges facing growth-oriented small businesses and entrepreneurs, underrepresented/underserved demographics, operational performance, project management, and community development.

5. **Estimated number of hours towards this project:** 728
6. **Total billable hourly rate:** \$87 (see Direct Labor Rate)

Brett Amerine, Deputy Project Director & Senior Consultant

Full Resume & Bio: <https://www.linkedin.com/in/brett-amerine-a9865810/>

1. **Title:** Deputy Project Director & Senior Consultant
2. **Tenure with Proposer:** 11 years
3. **Education:** Masters of Science in Operations Management & Project Management Institute Certified Project Management Professional
4. **Experience:** Brett, former AF Officer, and service-disabled veteran, is a Managing Director at Startup Junkie. He is a strategic leader in the development and execution of entrepreneurial programs and events within startup ecosystems in emerging regions worldwide, with an emphasis on Fayetteville, Arkansas.

Brett administers the Tonic Funds and helps facilitate Cadron Capital, another venture fund that provides capital access to the City. Prior to this, Brett served nearly 5 years in Honolulu, Hawaii, and Los Angeles, California, as a United States Air Force Officer specializing in project management and contract management. Brett led high-visibility, multimillion- and billion-dollar service, construction and aerospace contracts and project teams. At his final assignment in the United States Air Force, he bought the Atlas and Delta space rockets, specializing in the procurement of the liquid upper-stage rocket engines.

Brett graduated from the University of Arkansas College of Engineering with a Master's degree in Operations Management. He holds a Bachelor's degree in Business Administration from the University of Arkansas Sam M. Walton College of Business. Brett was named as one of Arkansas's Fast 15 by the Northwest Arkansas Business Journal. Brett is a certified Project Management Institute Project Management Professional (PMP). His expertise and skills span the following areas: entrepreneurial ecosystem management and leadership, program and project management, government acquisition, organizational management, entrepreneurship, entrepreneurial ecosystem development, operations, the lean methodology, digital marketing, venture finance, six sigma, mentorship, and leadership.

5. **Estimated number of hours towards this project:** 707
6. **Total billable hourly rate:** \$87 (see Direct Labor Rate)

Jeff Standridge, Senior Consultant & SME

Full Resume & Bio: <https://www.linkedin.com/in/jeffstandridge/>

1. **Title:** Senior Consultant & SME
2. **Tenure with Proposer:** 7 years
3. **Education:** Doctor of Education
4. **Experience:** Dr. Jeff D. Standridge, service-disabled veteran, will serve as Senior Consultant and SME for this project. Jeff helps organizations and their leaders generate sustained results in the areas of innovation, strategy, profit growth, organizational effectiveness, and leadership. Formerly a Vice President for Acxiom Corporation, he has led established and startup businesses in North & South America, Europe, Asia, and the Middle East. Jeff serves as Managing Director for the Conductor, Co-founder of Cadron Capital Partners, and teaches Entrepreneurial Finance & Innovation Leadership in the College of Business at the University of Central Arkansas.

Dr. Standridge has been an invited speaker, trainer, and consultant for numerous companies, institutions, and organizations across five continents. He is also a three-time best-selling author of *Creating Startup Junkies*, *Building Sustainable Venture Ecosystems in Unexpected Places*, *The Innovator's Field Guide: Accelerators for Entrepreneurs, Innovators & Change Agents*, and *The Top Performer's Field Guide: Catalysts for Leaders, Innovators & All Who Aspire to Be*.

Prior to his business career, Jeff spent more than a decade in healthcare, serving as an Assistant Professor at the University of Arkansas for Medical Sciences and as a member of the Angel Flight Helicopter Transport Team at Arkansas Children's Hospital. He is also retired from the U.S. Army – Arkansas Army National Guard. Jeff holds a Doctor of Education with special work in Leadership & Organizational Development, as well as a Master of Education with special work in Human Resource Development. Jeff is also the founding Chairman for BioArkansas.

5. Estimated number of hours towards this project: 208

6. Total billable hourly rate: \$87 (see Direct Labor Rate)

Phyl Amerine, Consultant

Full Resume & Bio: <https://www.linkedin.com/in/phyl-s-amerine-60037390/>

1. Title: Consultant

2. Tenure with Proposer: 15 years

3. Education: Bachelor of Arts (WiP)

4. Experience: Phyl has ten years of experience managing and leading entrepreneurial support organizations. She is a founding member of Startup Junkie Consulting and has been involved in the creation of eight startups. In her first startup, Amerine developed market strategies for international licensing and partner selection with significant emphasis in Korea, China, Spain, Dominican Republic, Vietnam, Singapore and India. She defined market opportunity and strategy for one of the initial Internet Service Providers (ISPs) in India. In another startup, she formed a strategic relationship with a Korean-based international telecommunications carrier, successfully gained FCC 214 licensing for U.S. operations, and served as general manager of marketing.

Phyl has worked as a volunteer and advisor in nonprofit marketing for more than 12 years. Her volunteer efforts have even been recognized by former Arkansas Governor Mike Huckabee. She is also currently active in the local investment community. She attended Bowie State University, where she majored in communications. Phyl's expertise and skills are in the following areas: entrepreneurial support organization management and leadership, coaching, mentoring, marketing, strategy, assumption testing, social ventures, entrepreneurship, and entrepreneurial ecosystem development.

5. Estimated number of hours towards this project: 208

6. Total billable hourly rate: \$87 (see Direct Labor Rate)

Caleb Talley, Deputy Project Director & Senior Consultant

Full Resume & Bio: <https://www.linkedin.com/in/caleb-talley-25189211b/>

1. **Title:** Deputy Project Director & Senior Consultant

2. **Tenure with Proposer:** 5 years

3. **Education:** Bachelors of Arts

4. **Experience:** Caleb Talley, serving Startup Junkie Foundation as Executive Director, helps drive the organization's mission of entrepreneurial ecosystem building with a diverse set of skills and experience and strategic vision. An alumnus of the University of Arkansas, where he studied journalism and political science, Caleb began his professional career at the *Times-Herald* in Forrest City, Arkansas, where his proactive reporting and editorial commentary, as well as editorial photography, earned him national recognition with several Associated Press Managing Editors Awards.

Caleb transitioned from daily reporting to publishing, taking a role at Vowell Inc. where he led as editor of AY Magazine and spearheaded the re-launch of Arkansas Money & Politics—elevating both publications to prominent positions in Arkansas's media landscape. Having covered the rise of the entrepreneurial community in Northwest Arkansas, Caleb's interest in the ecosystem led him to transition from the media world altogether. He joined Startup Junkie in 2019 as Marketing and Events Director, where he was responsible for planning and carrying out the Foundation's portfolio of events and workshops geared to serve the local entrepreneurial community.

Caleb was promoted to Executive Director of Startup Junkie Foundation in November of 2021. Under his leadership, Startup Junkie Foundation has continued to surge, both in impact and reach—nearly tripling one-on-one entrepreneur consulting services to over 2,000 consults in 2023 and orchestrating upwards of 250 community-centric events annually. More tangibly, his proactive approach to diversifying funding sources has seen Startup Junkie secure in excess of \$3 million in grants, ensuring sustained support for the entrepreneurs and small business owners. Caleb has served on several nonprofit boards, having served as Chair on a number of occasions, and offered time and support to diverse community and civic organizations throughout Arkansas.

5. **Estimated number of hours towards this project:** 707

6. **Total billable hourly rate:** \$39 (See Subcontractor (SJF) Labor Rate)

Matthew Ward, Head of Metrics, Systems, and Reporting

Full Resume & Bio: <https://www.linkedin.com/in/matthewward725/>

1. **Title:** Head of Metrics, Systems, and Reporting

2. **Tenure with Proposer:** 3 years

3. **Education:** Masters of Business Administration

4. **Experience:** Serving Startup Junkie Foundation as Senior Executive Consultant, Matthew Ward helps clients quantify their ideas and develop a roadmap to achieve their goals. Along with aiding clients, Matthew leads collecting, cleaning, and organizing consulting and event data to ensure accurate reporting of outputs and outcomes. He is an expert in entrepreneurial metrics, systems, tracking, and reporting. He also aids in sourcing and due diligence with Cadron Capital Partners.

Previous to this role, Matthew was the Director of the Fuel Accelerator, an enterprise ready accelerator that matches seed and growth-stage tech startups with key enterprise partners to accelerate the adoption of tangible technology solutions. During his tenure as Director, he secured \$900,000 in grant funds resulting in an additional healthtech cohort, tripled the amount of meaningful mentor relationships from the previous cohort, and doubled the number of pilot contracts signed by the entire program from one cohort.

Prior to joining Startup Junkie Foundation, Matthew worked as an Equity Research Associate at Stephens Inc, one of the largest privately owned investment banks in the US. With his time at Stephens Inc, he benchmarked competitors for an internal C-suite strategic initiative, liaised between buy-side clients and external management teams, valued companies through various methodologies, and published notes on earnings and industry previews.

He graduated from the University of Arkansas with his MBA in Finance and Ouachita Baptist University with an undergraduate degree in Accounting and a degree in Finance.

5. Estimated number of hours towards this project: 208

6. Total billable hourly rate: \$39 (See Subcontractor (SJF) Labor Rate)

Victoria Dickerson, Head of Events & Marketing

Full Resume & Bio: <https://www.linkedin.com/in/vdickerson/>

1. Title: Head of Events & Marketing

2. Tenure with Proposer: 2 years

3. Education: Bachelor of Arts

4. Experience: Victoria Dickerson serves as the Director of Marketing and Events at the Startup Junkie Foundation. Victoria has been instrumental in orchestrating and delivering events designed to bolster the success and visibility of regional entrepreneurs. With her pivotal role in the planning and execution of Startup Junkie's robust slate of events—including the highly successful annual ***Startup Crawl***—Victoria has made a significant impact on the organization's mission to stimulate local economic growth.

With a Bachelor of Arts in Communication from the University of Arkansas, Victoria's educational foundation lies in Persuasion and Social Media Marketing, arms that have been extended throughout her career path. Before her tenure at Startup Junkie Foundation, Victoria honed her skills as the Creative Director at Camp War Eagle in Rogers, Arkansas. There, she crafted and instituted their brand strategy, while also leading as their primary content producer across various media.

Victoria excels at leading workshops, programs, and events, attracting attendees in large numbers to each gathering she orchestrates. Victoria's professional repertoire extends to expert social media account management and advising business owners on best practices in the digital realm. Her co-hosting and production work on the *Startup Junkies* podcast showcases her grasp of media trends and content creation. The podcast has 359 episodes over 8 years, is ranked in the top 2.5% of all podcasts in the world by Listener Score, and has been downloaded in over 100 countries.

Strengths in event planning, execution, social media management, and comprehensive marketing strategies are matched by Victoria's proficiency in graphic design, videography, and photography, forming the bedrock of her multifaceted skill set. Whether speaking publicly, developing brand identity,

or leading projects, Victoria's passion for mentoring, as evidenced through her service as a mentor with other local entrepreneur support organizations, underscores her commitment to empowering others within the entrepreneurial community of Northwest Arkansas.

5. Estimated number of hours towards this project: 333

6. Total billable hourly rate: \$39 (See Subcontractor (SJF) Labor Rate)

Claudia Scott, Head of Underserved Entrepreneurship

Full Resume & Bio: <https://www.linkedin.com/in/claudiapscott/>

1. Title: Head of Underserved Entrepreneurship

2. Tenure with Proposer: 1 year

3. Education: Masters of Human Resources and Workforce Development

4. Experience: Claudia has over half a decade of experience working with underserved communities across the state of Arkansas. Claudia is a dynamic and accomplished professional with substantial experience in capital access management, member engagement, and advocacy. As the NWA Kiva Hub Capital Access Manager (CAM) at Startup Junkie, she assists entrepreneurs with the Kiva microloan program process. Claudia is a native English and Spanish speaker who brings an acute understanding of language and culture to her work, which has proven invaluable in building relationships and connecting with diverse communities.

Scott most recently served as Director of Member Engagement at the Greater Bentonville Area Chamber of Commerce. Prior to that, she served as a programs assistant for the Downtown Springdale Alliance, and as a migrant recruiter and advocate for the Northwest Arkansas Education Service Cooperative. She holds a Bachelor's degree in Business Administration & Strategic Communication from the University of the Ozarks and a Master's degree in Human Resources and Workforce Development from the University of Arkansas.

5. Estimated number of hours towards this project: 333

6. Total billable hourly rate: \$39 (See Subcontractor (SJF) Labor Rate)

Grace Gill, Consultant

Full Resume & Bio: <https://www.linkedin.com/in/grace-gill-058186205/>

1. Title: Consultant

2. Tenure with Proposer: 2 years

3. Education: Bachelor of Business Administration

4. Experience: Grace Gill serves Startup Junkie as a consultant for small business and entrepreneur clients. Grace helps clients with steps to establishing a business, building roadmaps for getting businesses off the ground, and addressing small business and startup challenges with direction to additional resources in the local area. In addition to 1:1 consulting, Grace aids and executes marketing and events for Startup Junkie.

Grace has led small business workshops, co-hosted over 40 Startup Junkies podcast episodes, and acted as lead organizer for more than 20 events, including *Startup Crawl* 2022 with more than 1,500 attendees and 65 participating startups. Prior to her role at Startup Junkie, Grace worked in non-profit

marketing and events working at Mary R. Koch Arts Center in Wichita, Kansas. Grace is a University of Arkansas alumni and has a Bachelor of Business Administration degree in Strategy, Entrepreneurship, and Venture Innovation, graduating with Honors designation from the Walton College of Business.

5. Estimated number of hours towards this project: 208

6. Total billable hourly rate: \$39 (See Subcontractor (SJF) Labor Rate)

Harrison Kitson, Project Associate & Consultant

Full Resume & Bio: <https://www.linkedin.com/in/harrison-kitson-758110191/>

1. Title: Project Associate & Consultant

2. Tenure with Proposer: 1 year

3. Education: Bachelors of Science

4. Experience: Harrison Kitson serves Startup Junkie Foundation as Kiva Program Associate & Consultant. Previously a Marketing and Events Intern focused on content creation, he now leads brand strategy for Kiva NWA and boosts listenership for our English and Spanish podcasts. He brings expertise in web design, video editing, expository writing, and social media strategy to his role. Harrison has a Bachelor of Science degree in Political Science from the University of Alabama, where he focused on political philosophy and race and gender politics.

5. Estimated number of hours towards this project: 187

6. Total billable hourly rate: \$39 (See Subcontractor (SJF) Labor Rate)

City of Fayetteville

RFP 24-06, Economic Development Services - Entrepreneurship &
SECTION C: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Startup Junkie Consulting

NUMBER OF YEARS IN BUSINESS: 13 HOW LONG IN PRESENT LOCATION: 10

TOTAL NUMBER OF CURRENT EMPLOYEES: 8 FULL TIME 6 PART TIME 2

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 17 FULL TIME 13 PART TIME 4

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Arkansas Secretary of Commerce
COMPANY NAME

Little Rock, AR 72202

CITY, STATE, ZIP

Hugh McDonald, The Secretary of Commerce

CONTACT PERSON

501-682-7351

TELEPHONE

N/A

FAX NUMBER

Hugh.mcdonald@arkansas.gov

E-MAIL ADDRESS

2. Arkansas Economic Development Commission
COMPANY NAME

Little Rock, AR, 72202

CITY, STATE, ZIP

Clint O'Neal, Executive Director

CONTACT PERSON

501-682-7350

TELEPHONE

N/A

FAX NUMBER

coneal@arkansasedc.com

E-MAIL ADDRESS

3. U.S. Small Business Administration

COMPANY NAME

Washington, DC, 20416

CITY, STATE, ZIP

Alison Evans, US SBA HQ Office of Innovation

CONTACT PERSON

4. University of Central Arkansas

COMPANY NAME

Conway, AR, 727035

CITY, STATE, ZIP

Dr. Houston Davis, President

CONTACT PERSON

City of Fayetteville

RFP 24-06, Economic Development Services - Entrepreneurship &

202-856-7386

TELEPHONE

N/A

FAX NUMBER

Alison.evans@sba.gov

E-MAIL ADDRESS

501-269-9009

TELEPHONE

N/A

FAX NUMBER

HDavis@uca.edu

E-MAIL ADDRESS

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.

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

2) RELATIONSHIP EXISTS (Please explain): _____

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.

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.

Corporate Name of Firm: Startup Junkie Consulting LLC

Primary Contact: Jeff Amerine Title of Primary Contact: Managing Director

Phone#1 (cell preferred): 870-577-0759 Phone#2: 479-225-7550

E-Mail Address: jeff@startupjunkieconsulting.com, brett@startupjunkieconsulting.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

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: Startup Junkie Consulting

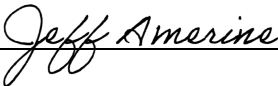
PHYSICAL ADDRESS: 1 E Center St, Suite 270, Fayetteville, AR, 72701

MAILING ADDRESS: 1 E Center St, Suite 270, Fayetteville, AR, 72701

TAX ID #: 45-2126409 AR. SECRETARY OF STATE FILING #: 800199309

PHONE: 870-577-0759 FAX:

E-MAIL: jeff@startupjunkieconsulting.com, brett@startupjunkieconsulting.com

SIGNATURE: [Jeff Amerine](#) 

PRINTED NAME: Jeff Amerine

TITLE: Managing Director DATE: 4/8/24

END OF RFP DOCUMENT

RFP 24-06

Economic Development Services – Entrepreneurship and Innovation



Improving Lives Through Entrepreneurship



CITY OF
FAYETTEVILLE
ARKANSAS



Proposal to the City of Fayetteville: RFP 24-06

Executive Summary

Introduction

Startup Junkie Consulting is pleased to submit this proposal to the City of Fayetteville for providing consulting services in the areas of business support, entrepreneurship, and innovation. A veteran-owned small business and globally recognized social venture led by serial entrepreneurs, service-disabled veterans, women, and minorities, Startup Junkie is a trusted partner of the City of Fayetteville with deep expertise and a track record of success. We are proposing a robust contract to broaden our reach and partnership with the City to address all Strategies of the Economic Vitality Master Plan.

Methods and Approach

Startup Junkie will provide the following consulting services to Fayetteville residents, entrepreneurs, and business owners, in accordance with the City's RFP:

- a. Support a collaborative entrepreneurial and startup environment;
- b. Create programming and spaces for entrepreneurship to flourish, including dedicated programming to support women, people of color, and other historically underrepresented populations; and
- c. Provide technical assistance and support to the Department of Economic Vitality.

Through the proposed contract, we will build upon our successful partnership with the City to serve more entrepreneurs/businesses; deepen our outreach to women, people of color, and historically underrepresented populations; and strengthen our ability to provide data and analysis to the Department of Economic Vitality. Startup Junkie will continue our high-quality work that has proven so successful for Fayetteville's small business and startup community. We will also subcontract with our sister organization, Community Venture Foundation (DBA Startup Junkie Foundation), to provide the City with their deep community engagement and relationships which will expand our collective impact.



Scope of Work/Deliverables

Startup Junkie commits to the following deliverables under the proposed contract, for each of the City's focus areas (targets are for year one). In addition, we will work with the Department of Economic Vitality to establish other data points the City would like Startup Junkie to add to our evaluation.

Support a Collaborative Entrepreneurial and Startup Environment

- # entrepreneurs served through 1:1 high quality no-cost consulting, mentoring, counseling, training, support, and assistance engagements (target: 520) (note: this figure does not include the thousands of Fayetteville residents we will reach through events, workshops, and programs)
 - #/% women-owned ventures
 - #/% minority-owned ventures
 - #/% veteran-owned ventures
 - #/% creative economy entrepreneurs
- # Fayetteville businesses contacted through the BRE program to ensure growth and address challenges (target: 50+ during contract period)

Create Programming and Spaces for Entrepreneurship to Flourish

- # visible, accessible, high-quality events, workshops, networking, and program engagements for Fayetteville entrepreneurs (target: 70)
- # attendees of events, workshops, networking, and program engagements (target: 8000+)
- # events specifically for underrepresented entrepreneurs (target: 6)
- # events specifically for the creative economy (target: 6)
- # entrepreneurs reserving CenterSpace conference space downtown (target: 1,540)
- # of participating startups in annual ***Startup Crawl*** event (target: 80+)
- # attendees of annual ***Startup Crawl*** event (target: 3,300 in 2024)
- # zero-interest, no-fee microloans for female and minority entrepreneurs issued through Kiva Northwest Arkansas annually (20)
- # of loans issued through Kiva Program annually to Fayetteville entrepreneurs (\$150,000)



The true value of Startup Junkie's work shines through our outcomes (impact). These measure the results of our services and demonstrate the growth of local startups and our small business economy. Our outcomes for the proposed contract will include # of net new jobs created on average per Fayetteville venture annually, \$ in private capital raised, \$ in public capital (grants, state and federal) secured, # new products, services, and solutions brought to market, # patents and patent applications, # SBIR and STTR awards, and # unique Fayetteville retail, restaurant, accommodation ventures assisted through multiple ongoing and in-depth engagements, and the one-year and five-year survival rates for new ventures.

Qualifications and Experience

Startup Junkie is uniquely qualified for this work. We are Fayetteville's trusted leader in the development of viable, lasting, and inclusive startup and venture ecosystems. For more than 15 years, we have been providing entrepreneur support, promoting innovation, commercializing technology, and

building entrepreneurial ecosystems in underserved communities across Fayetteville. The end result is continued accelerated economic growth and increased quality of life for our community members.

Our world class team has 80 years of experience helping entrepreneurs and innovators reach their goals. Each year, we provide 1:1 consulting to more than 1,000 small businesses, present more than 200 events/workshops/ programming for entrepreneurs, award \$150,000 - \$200,000 in Kiva microloan funding for underrepresented entrepreneurs, and host a Fuel Accelerator program which attracts global companies to our community. Support for our efforts has come through funding and partnerships with Innovate Arkansas, the US Department of Commerce, ARK Challenge startup accelerator, Ozarks Regional Innovation Cluster, ScaleUp America, AEDC, Winrock International, the Walton Family Foundation, Small Business Administration, and Northwest Arkansas Council.



Under the proposed contract, ten (10) members of the Startup Junkie team will facilitate the requirements of this project. Our budget includes a total of 1.84 FTE equivalents to the Department of Economic Vitality (**nearly double our prior contract**). This is necessary in order to satisfy the exciting and ambitious goals of the Master Plan. Please see the resumes attached to this proposal.

Listing of All Fees

Startup Junkie is proposing a total annual fee of \$250,024.32 which includes only direct labor from Startup Junkie Consulting, LLC, labor by subcontractor Startup Junkie Foundation, and a small overhead fee. We do not propose an annual increase each year due to inflation. Should the contract be renewed for additional two-year periods, the annual fee will remain the same. Startup Junkie estimates that it will take 3,827 annual total staff hours to complete the proposed scope of services.

To maximize impact, Startup Junkie will leverage other funding sources that we take the initiative to secure to cover all other program materials, supplies, and facilities necessary to execute this project. We view this as an opportunity to act as good stewards of Fayetteville tax dollars and direct City funding entirely towards our staff expertise in supporting entrepreneurs.

Listing of All Fees		
	Year 1	Year 2
Direct Labor	\$161,054.40	\$161,054.40
Subcontract (Startup Junkie) Subtotal	\$77,064.00	\$77,064.00
Subtotal	\$238,118.40	\$238,118.40
Fee (Includes overhead)	5%	5%
Firm Fixed Price Total	\$250,024.32	\$250,024.32



Proposal to the City of Fayetteville
RFP 24-06, Economic Development Services – Entrepreneurship & Innovation

Introduction

Startup Junkie Consulting is pleased to submit this proposal to the City of Fayetteville for providing consulting services in the areas of business support, entrepreneurship, and innovation. A veteran-owned small business and globally recognized social venture led by service-disabled veterans, women, and minorities, Startup Junkie is an established, trusted partner of the City of Fayetteville with deep expertise and a track record of success. Along with our subcontracted partner organization, Startup Junkie Foundation (together known as “Startup Junkie”), we will provide the following consulting services in accordance with the City’s RFP and in service of the City’s Economic Vitality Master Plan. We are proposing a robust contract that will broaden our reach and partnership with the City to address all Strategies of the Master Plan.

Methods and Approach

Startup Junkie will provide the following consulting services to Fayetteville residents, entrepreneurs, and business owners, in accordance with the City’s RFP:

- a. Support a collaborative entrepreneurial and startup environment;
- b. Create programming and spaces for entrepreneurship to flourish, including dedicated programming to support women, people of color, and other historically underrepresented populations; and
- c. Provide technical assistance and support to the Department of Economic Vitality.

These services are already the core of Startup Junkie’s work. For the past eight years, Startup Junkie has worked with the City of Fayetteville to provide these services, with great success. For example, in 2021 – 2022 alone, Startup Junkie’s work enabled the creation of 889 high-tech jobs, procurement of 15 SBIR/STTR awards, delivery of 183 virtual events/workshops reaching 12,579 attendees, no-cost working space for 2,600 community members, and much more. In 2023 alone, Startup Junkie clients saw a net growth of 173 jobs and secured more than \$11.5 million in investment capital and loans. We are Fayetteville’s inclusive “go-to” resource for consulting and counseling services that help startups and small businesses thrive. Thanks to our partnership with the City of Fayetteville, we are able to provide these world class services at no cost to Fayetteville residents and business owners, democratizing innovation and making entrepreneurship accessible to all in our community.



Through the proposed contract, we will build upon this successful partnership with the City to serve more entrepreneurs/businesses; deepen our outreach to women, people of color, and historically underrepresented populations; and strengthen our ability to provide data and analysis to the Department of Economic Vitality. Startup Junkie will continue our high-quality work that has proven so successful for Fayetteville's small business and startup community. We will also subcontract with our sister organization, Community Venture Foundation (DBA Startup Junkie Foundation), to provide the City with their deep community engagement and relationships which will expand our collective impact. Please see below for our Methods and Approach for each of the City's three focus areas, including our approach, tasks, interaction with the City, methods, and timeline/schedule.

Scope of Work: Support a Collaborative Entrepreneurial and Startup Environment

A collaborative entrepreneurial and startup environment requires easy access to deep expertise, close coordination between a City and its business leaders, and strategic evaluation of metrics to measure growth and vibrancy. Please see below for a description of Startup Junkie's approach and planned coordination with the City under this contract, followed by tables outlining our proposed tasks, methods, timelines, and metrics.

I. Primary point of contact for entrepreneurship, innovation, and small business support in the City of Fayetteville.

Headquartered in downtown Fayetteville, Startup Junkie has been at the heart of the City's thriving startup community for 15 years. We have deep expertise and extensive inroads into the Fayetteville business community, including key partnerships with the City of Fayetteville, University of Arkansas, Fayetteville Public Library, Arkansas Economic Development Commission, United States Small Business Administration, and a long list of community non-profits such as Art Ventures. We are active participants in the City of Fayetteville's Economic Recovery and Vitality Steering Committee and the Regional Entrepreneurial Support Organization Task Force. We also helped the City develop its Economic Vitality Master Plan. This uniquely positions Startup Junkie to work with the City to further develop our small business ecosystem and accomplish the goals of the Economic Vitality Master Plan.

Approach. Startup Junkie will work intensively with the City through committees/task forces and individual coordination to implement the strategies of the Economic Vitality Master Plan. Our staff will participate in this collaborative work to ensure we are making progress together. Additionally, we will continue our successful Startup Business Retention and Expansion (BRE) Program, which provides regular health checks on Fayetteville ventures to ensure growth and address challenges. We will continue to connect ventures to the Director and Mayor for them to personally visit. Finally, we will facilitate special projects and opportunities that will benefit the City and its small business community, such as the highly impactful annual ***Startup Crawl*** which we choose to hold in Fayetteville, CenterSpace coworking facility which we maintain on the Fayetteville Square at no cost to the public (and will commit to keep there should we win this contract), and the Kiva Loan Program based in Fayetteville which provides no-interest loans to underserved entrepreneurs.

Interaction with the City of Fayetteville. Startup Junkie's communication with the City will be prompt, regular, and effective. We will serve on committees and task forces with City leaders as

advised by the Department of Economic Vitality, be available 24/7 for the City's needs and questions, and work with City personnel to identify opportunities and challenges in the implementation of the Economic Vitality Master Plan.

We have a proven track record of close collaboration. For example, when COVID-19 arrived, Startup Junkie was the City's responsive go-to partner for rapidly serving entrepreneurs and small business owners. We conducted the region's first impact survey; provided 100% support of the City's Small Business Resiliency Task Force and Entrepreneurial Support Organization Task Force; hosted a high cadence of virtual events; and provided near-daily guidance on the latest federal and state aid updates for small businesses during the pandemic crisis. We also provide significant leadership to the Supporting Lifelong Success (SLS) Community, a key project for the Department of Economic Vitality in creating entrepreneurship and innovation pathways to neurodivergent adults. When it comes to responsiveness and partnership, the City can rely on us like no other. Through the proposed contract, Startup Junkie will continue to be the City's go-to partner for quick response to the changing needs of Fayetteville and its business community.

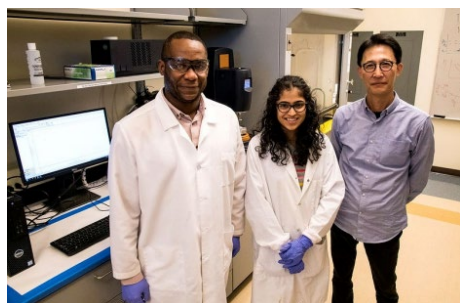
Relevance to Economic Vitality Master Plan. Through this component of the proposed contract, Startup Junkie will help the City implement Strategies 1, 2, 4, 5, 6, and 9 of its Economic Vitality Master Plan. For example, Startup Junkie will provide our expertise to the City to identify regulatory and marketing barriers for small businesses, contact businesses to assess their life cycle stages and offer support, and coordinate with employers in targeted industry sectors. We will help the City facilitate a woman-owned business mentorship program and host events and trainings for women- and minority-owned business owners, through expansion of our current offerings in this area.

Table 1: Serve as City's Point of Contact			
Task	Method	Timeline	Metric
Serve on relevant City committees and task forces	Startup Junkie will attend all meetings; provide expertise and support	Continuously throughout contract period	Completed committee work
Conduct health checks on Fayetteville ventures through BRE program	Startup Junkie staff will contact 50 ventures	Throughout 2-year contract period	Businesses contacted
Facilitate special projects	Startup Junkie staff will identify opportunities and coordinate City efforts	Continuously throughout contract period	Opportunities identified, pursued
Coordinate efforts for Fayetteville's entrepreneurial ecosystem	Startup Junkie will cultivate and maintain working relationships with all relevant parties	Continuously throughout contract period	Community partnerships established and cultivated

II. Consulting, technical assistance, and support for Fayetteville residents.

Through our team's combined 80 years of working one-on-one with more than 3,400 entrepreneurs and innovators, we are intimately familiar with the challenges of starting a business, from securing capital to attracting a qualified workforce to reaching customers through effective marketing. Small businesses and entrepreneurs attest to the value of our services. Across nearly a thousand engagements, we have a Net Promoter Score (NPS) of **96**. According to Qualtrics, an NPS above 80 is considered world-class. Our NPS of **96** puts us in the top percentile of organizations across the globe.

Approach. At Startup Junkie, we are not just experts at challenges facing small businesses - we are also experts at helping business owners overcome them. Our approach is to provide one-on-one consulting to business owners and entrepreneurs. We offer guidance, advice, technical support, and connection to resources. We meet business owners where they are and help them with the stage they are in. For an entrepreneur in an idea stage, this may be testing concepts or business plan development. For an existing business looking to scale, we can help with market research, financial management, or customer discovery. Our team's expertise is both broad and deep, enabling us to meet the needs of a huge array of businesses and markets.



With the financial backing of the City of Fayetteville, we provide this one-on-one consultation at no charge to Fayetteville small business owners and entrepreneurs. People can schedule a consultation with us directly through our website, phone, or through a referral from the City. We meet with people either virtually or in-person and conduct follow-up consultations as needed.

Startup Junkie has a specific focus on reaching underserved entrepreneurs. Since our inception, our team has provided 5,000 consultations with 3,400 unique entrepreneurs. In 2022, our one-on-one consultation clients were **59.8%** women entrepreneurs and **35.3%** racial minority entrepreneurs - greatly exceeding both the national and state saturation of women- and minority-owned businesses, as Table 2 below shows.

Table 2: Underserved Businesses / Entrepreneurs		
Task	Method	Timeline
United States ¹	22%	21%
Arkansas ²	43.5%	13%
Startup Junkie one-on-one Consulting Clients	59.8%	35.3%

¹ US Census [Annual Business Survey](#), 2022

² SBA [Arkansas Small Business Economic Profile](#), 2022

For the proposed contract, we seek to expand our audience of underserved entrepreneurs through dedicated outreach efforts and an expanded FTE commitment (from 1.0 FTE to 1.84 FTE). We expect that subcontracting with Startup Junkie Foundation will enable us to reach more women and minority business owners and entrepreneurs with one-on-one consulting opportunities.

Interaction with the City of Fayetteville. Startup Junkie will work closely with the City of Fayetteville to accept referrals for one-on-one consultations from the City, and to identify trends in challenges or opportunities that we deduce from our ongoing one-on-one consultations. We will report our metrics to the City regularly.

“Everyone is very friendly. If you want to get connected with the startup scene, it’s the place to be.”
– Andrew Beers (consulting client)

Relevance to Economic Vitality Master Plan. Through this component of the proposed contract, Startup Junkie will help the City implement Strategies 2 and 4 of its Economic Vitality Master Plan. For example, Startup Junkie will provide targeted awareness of the City’s small business resources through one-on-one consultations. Startup Junkie will host events and trainings for women- and minority-owned businesses and raise awareness of micro-financing and small dollar loan options for women and minority residents through our program Kiva NWA.

Table 3: Consulting, Technical Assistance, and Support for Fayetteville Residents			
Task	Method	Timeline	Metrics (Outputs)
Provide consultations to Fayetteville residents and business owners	Meet one-on-one with residents and business owners; provide assistance and connect to resources	Continuously throughout contract period	# consultations # entrepreneurs # women-owned ventures # minority-owned ventures # veteran-owned Ventures

III. Data Analysis and Tracking

Startup Junkie has long been dedicated to effective evaluation of small business growth and vitality. We keep careful records of our own work as it relates to the success of our clients, and we work closely with the City of Fayetteville to track and report both outputs (productivity) and outcomes (impact). We have effective internal procedures for tracking data, and our staff are adept at data analysis and communication.

Approach. We currently track and analyze the following data, specific to Fayetteville.

Outputs

- # entrepreneurs served through one-on-one high quality no-cost consulting, mentoring, counseling, training, support, and assistance engagements
- # women-owned ventures
- # minority-owned ventures
- # veteran-owned ventures
- # events, workshops, and program engagements
- # attendees of events, workshops, and program engagements

Outcomes

- # net new jobs created on average per Fayetteville venture over the year.
- \$# in private capital raised
- \$# in public capital (grants, state and federal) secured
- # new products, services, and solutions brought to market
- # patents and patent applications
- # SBIR and STTR awards
- # unique Fayetteville retail, restaurant, and accommodation ventures assisted through multiple ongoing and in-depth engagements
- 1 year and 5 year survival rates for new businesses

For the proposed contract, we aim to do more. We will continue to track the above outputs and outcomes. However, we will work with the City to expand and refine this list of metrics, in accordance with the City's priorities and the Economic Vitality Master Plan. In the first year of the contract, we will work with the City to establish accurate baselines for our outcomes. Then, in each subsequent year of the contract, **we will aim to increase our outcome metrics by 10% year over year.** To do this, we will collaborate with Startup Junkie Foundation's Head of Metrics, Systems, and Reporting to expand our capacity for data collection and analysis.

Interaction with the City of Fayetteville. Evaluating the health and growth of Fayetteville's small business and startup community will be a collaborative effort between Startup Junkie and the City. Startup Junkie will work closely with the Department of Economic Vitality to identify additional metrics (beyond those listed above) that will best illuminate progress toward the City's goals as outlined in the Economic Vitality Master Plan. We will report progress regularly to the City and work together to address any challenges that arise.

Relevance to Economic Vitality Master Plan. Through this component of the proposed contract, Startup Junkie will help the City evaluate progress toward all Strategies of its Economic Vitality Master Plan. For example, Startup Junkie will provide engagement opportunities for minority-, woman-, veteran-, and neurodiverse-owned businesses and track participation to measure reach. We can also analyze the participation rates in one-on-one consulting and events for members of the creative economy and for entrepreneurs in the arts, entertainment, and recreation.

Table 4: Data Analysis and Tracking			
Task	Method	Timeline	Metric
Track outputs and outcomes specific to Fayetteville and to this contract	Collect and analyze additional outputs and outcomes	Continuously throughout contract period	See list above; will expand on this list with City input
Report outputs and outcomes to the City of Fayetteville	Provide regular updates to the Dept. of Economic Vitality	Annually and as requested by the Dept. of Economic Vitality	See list above; will expand on this list with City input

Scope of Work: Create Programming and Space for Entrepreneurship to Flourish

Rigorous outreach, networking, and entrepreneurial opportunities support a successful small business ecosystem and ensure equitable access to historically underrepresented entrepreneurs. Please see below for a description of Startup Junkie’s approach and planned coordination with the City under this contract, followed by tables with our proposed tasks, timeline, and metrics.

I. Events and Education

Startup Junkie is committed to providing visible, accessible, high-quality events and networking opportunities for Fayetteville entrepreneurs and small business owners. In 2023, we executed **67** events, workshops, and program engagements in Fayetteville alone, serving **7,247 attendees**. Please see Table 5 below for a sampling of the events Startup Junkie held in Fayetteville in 2023.

Table 5: Startup Junkie Fayetteville Sample Events, 2023	
Event	Date
HER Entrepreneur Journey Workshop*	1/10/23
Networking Happy Hour with Urban Cellar Winery	1/13/23
Startup Stories Aura Launch Party	2/3/23
Lunch & Learn: SEO: Drive Traffic to Your Website	2/10/23
Lunch & Learn: How to Develop Inclusive Leadership	2/16/23
Ederlee Lean Canvas Workshop	2/21/23
Meeting of The Minds Q1	2/21/23
HER Entrepreneur Journey Artpreneurs and Creatives Networking*	3/7/23
Lunch & Learn: Optimize Your Marketing Strategies	4/6/23
Perfecting the Pitch Workshop	4/20/23

Startup Stories with Boulders & Brews	4/28/23
Social Media and Photography Presentation*	5/3/23
Personal Values Lunch & Learn	5/17/23
Startup Stories with Boulders & Brews	5/25/23
Branding Workshop with Norris Design	6/7/23
Startup Junkie/H.I.R.E.D! Teacher Externship	6/14/23
Startup Stories with Andy Green	6/22/23
SLS Ground Breaking*	6/27/23
Lunch & Learn with My HR Pros	7/26/23
Lunch & Learn with US Patent & Trademark Office	8/11/23
Professional Development with United Bank	8/28/23
<i>Startup Crawl</i>	9/8/23
Lunch & Learn with the Organizer Chicks	9/12/23
Train the Teacher: Lean Canvas Workshop	9/28/23
Student Entrepreneurship Day at CenterSpace	9/29/23
Lunch & Learn with the Organizer Chicks	10/3/23
Lunch & Learn with Throughline	10/12/23
Lunch & Learn with Black Diamond Capital Advisory Firm	10/18/23
Lunch & Learn with Human Interest	10/24/23
Learn to Fund Your Business with Retirement Accounts!	11/3/23
Lunch & Learn: Misconceptions with Social Media Marketing	11/7/23
Government Certifications for Women, Minority, and Underserved Businesses*	11/9/23
Enspire Conference 2023	11/10/23
Productivity & Workflow Workshop	11/13/23
Networking: Coffee Crawl at Arsaga's Mill District	11/14/23
Student Entrepreneurship Expo	11/15/23
Cybersecurity Lunch & Learn with Discerning Security	12/7/23
GameChangers: Live Podcasting with TheatreSquared*	12/11/23
Lunch & Learn with Friday Firm	12/14/23

* Events designed specifically for underrepresented and/or creative economy entrepreneurs

Approach. Startup Junkie will provide a regular schedule of no-cost in-person entrepreneurial educational opportunities to educate, inspire, support, and connect the regional startup community and entrepreneurial ecosystem. For the proposed contract, we will execute the following cadence of 50 high impact no-cost events in Fayetteville annually. In addition to these regular events, we will work with the Department of Economic Vitality to identify and deliver 20 additional tailored desired event engagements for Fayetteville entrepreneurs.

Table 6: Proposed Year One Schedule of Events by Startup Junkie			
Type of Event*	Description	Sample Past Event	Frequency in 12-month period
Workshop	Any topic addressing local needs of entrepreneurs	Sample past event	Monthly
Networking	Event providing networking opportunities in Fayetteville	Sample past event	Monthly
Entrepreneurship / Innovation Event	Event presented in partnership with another relevant organization	(Hosted by partner organization)	Monthly
IdeaFame	Pitch competition	Sample past event	Quarterly
Startup Stories	Feature event at local startup	Sample past event	Quarterly
Gamechangers	Live podcast	Sample past event	Quarterly
Startup weekend	Weekend of education, facilitation, and pitching of ideas for entrepreneurs	Sample past event	Annually
<i>Startup Crawl</i>	Large-scale event celebrating entrepreneurship and highlighting local resources	Sample past event	Annually

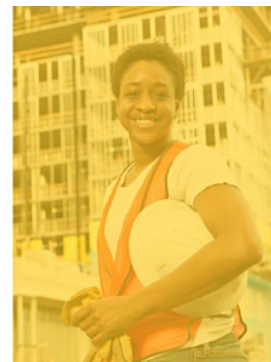
*A minimum of 6 of our total events will be focused on an underserved entrepreneurial group. In addition, a minimum of 6 of our total events will be focused on the creative economy.

All in-person events will be held in Fayetteville. Presenters for events will include Startup Junkie staff as well as partner organizations, individuals, and contracted professionals with deep expertise in relevant areas. Startup Junkie's Head of Events and Marketing will oversee this project component. We aim to achieve 70 events and 8,000 attendees as a benchmark in year one, with a goal of increasing audience participation by 10% year over year thereafter.

Interaction with the City of Fayetteville. Startup Junkie will work with the City to promote events and ensure that the event schedule is ideal for Fayetteville residents and other City activities. We will seek input from the City to help us identify, develop, and deliver events on additional topics needed by Fayetteville’s current and aspiring entrepreneurs.

SEMINAR
**Government Certifications
 for Women, Minorities, and
 Underserved Businesses**

November 9 | 2:00 - 4:00pm
 Startup Junkie Office | Fayetteville



Relevance to Economic Vitality Master Plan. Through this component of the proposed contract, Startup Junkie will help the City implement Strategies 2, 3, 4, 5, 7, and 8 of its Economic Vitality Master Plan. For example, Startup Junkie will create and promote a woman- and minority-owned business education program with structured curriculum on intellectual property, product development, marketing, commercialization, SBIR/STTR grants, negotiation, contractual agreements, finance and capital opportunities, and platform-based retail. Every year, Startup Junkie presents programming specific to women- and minority-owned businesses, so this is already a focus. In accordance with the Master Plan, we will present 6 events, workshops, and program engagements per year focused on underserved entrepreneurs, and 6 events focused on artists and the creative economy.

Table 7: Events and Education			
Task	Method	Timeline	Metric
Solicit input from City on education topics relevant to entrepreneurs and in alignment with Plan	Startup Junkie staff works with Dept. of Economic Vitality to gather input	Beginning of contract period	Compiled list of topics for events
Develop, promote, and present regular no-cost in-person and virtual events	Startup Junkie staff uses current procedures to schedule, promote, and present events	Continuously throughout contract period (approx. 4 events per month)	# events (target: 70) # attendees (target: 8,000*) # events for underrepresented entrepreneurs (target: 6) # events for the creative economy (target: 6)

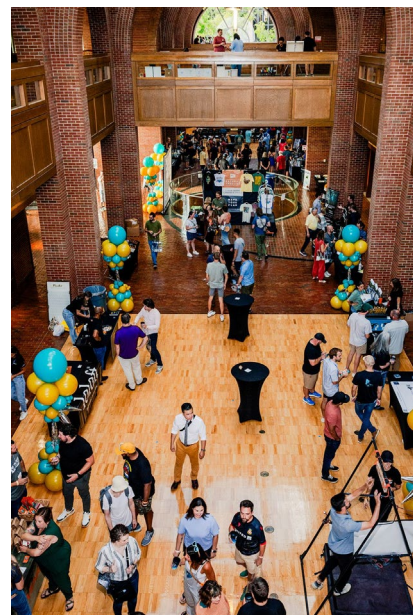
*For year 1 of the contract period. We will aspire to 10% year-over-year growth thereafter.

II. Collaboration Space and Programming

Located in the heart of downtown Fayetteville in the Pryor Center, Startup Junkie is a visible leader for the City's small business and startup community. We are focused on bringing people together downtown in support of our small businesses and startups. Please see below for a description of Startup Junkie's approach and planned coordination with the City under this contract, followed by tables outlining our proposed tasks, timeline, and metrics.

Approach. Should this new contract be awarded, Startup Junkie will commit to continue to occupy and maintain CenterSpace, a collaborative free working space for use by the entrepreneurial community for the purposes of learning, co-working, and convening. This space includes no-cost day use co-working space (including complimentary Wi-Fi) for entrepreneurs. We also provide a no-cost conference room that entrepreneurs can book online for daytime use. CenterSpace also serves as Startup Junkie's primary location for leading virtual and in-person one-on-one consulting engagements with Fayetteville entrepreneurs. Our CenterSpace is in demand in the Fayetteville community. As an example, in 2023, 2,600 community members used the conference room at no charge for their offsite meetings. CenterSpace costs Startup Junkie \$65,000 annually to operate.

To celebrate entrepreneurship and highlight small businesses, Startup Junkie will present our signature large-scale event, ***Startup Crawl***. Presented annually, ***Startup Crawl*** is the largest entrepreneurship- and innovation-focused event in Arkansas, Missouri, and Oklahoma. Despite active interest from other Northwest Arkansas cities such as Bentonville, thanks to support from the City of Fayetteville, Startup Junkie has hosted this event in Fayetteville, where it has become a title event for the City (this event cost approximately \$50,000/year to execute). Should this contract be awarded, Startup Junkie will continue to lead this fabric of the community event that's loved by all, in Fayetteville. ***Startup Crawl*** draws 3,000 attendees from across the country who sample beer from local craft breweries and listen to live music while visiting local startups' booths in the Pryor Center and around the downtown square. Young companies and innovative thinkers promote their businesses and ideas to a large audience. ***Startup Crawl*** celebrates Fayetteville's vibrant entrepreneurial community and showcases the resources available in Fayetteville. In 2023, we hosted more than 3,000 attendees, 70 participating ventures, and 14 breweries, along with music by Sister Hazel.



In 2024, should we be awarded this contract, we will keep the ***Startup Crawl*** in Fayetteville, and continue to make it the largest entrepreneurship- and innovation-focused event in the region and ensure that inclusion and diversity are centered at the event. We aim to attract 3,300 attendees and increase our audience by at least 10% year over year thereafter. We will also continue to engage with our local arts, music, and food scene and key community partners. In alignment with

the City’s Economic Vitality Master Plan, in 2025 we will expand ***Startup Crawl*** to a multiple-day event and add professional development and educational offerings to continue to grow its reach and impact.

Interaction with the City of Fayetteville. Startup Junkie and Startup Junkie will work closely with the City on the logistics of presenting the event downtown as well as promotion to local leaders and community members.

Relevance to Economic Vitality Master Plan. Through this component of the proposed contract, Startup Junkie will help the City implement Strategies 2, 4, and 5 of its Economic Vitality Master Plan. In response to Strategy 5 of the Plan, we will expand ***Startup Crawl*** to a multiple-day event.

Table 8: Collaboration Space and Programming			
Task	Method	Timeline	Metric
Host entrepreneurs at CenterSpace	Provide no-cost co-working and conference space	Continuously throughout contract period	# entrepreneurs reserving conference space (target: 1,540)
Develop and present <i>Startup Crawl</i>	Startup Junkie plans and presents multi-day event in coordination with City	Annually in the fall	# of participating startups (target: 80) # attendees (target: 3,300 in 2024)

III. Focused Support for Members of the Creative Economy, Women, People of Color, and Other Historically Underrepresented Groups

As a small business owned and led by service-disabled veterans, women, and minorities, Startup Junkie is focused on democratizing entrepreneurship through support for historically underrepresented groups, including women, people of color, and creative economy entrepreneurs. Our Head of Underserved Entrepreneurship manages our Kiva loan program (see below) and organizes our efforts around our DEI work. She is fluent in Spanish and English, and also has Tourette Syndrome.

Approach. Our support of underrepresented entrepreneurs consists of three approaches: 1) one-on-one no-cost consulting and counseling, 2) tailored events, and 3) accessible capital. Of our one-on-one consulting clients, **59.8% are women** and **35.3% are minorities**, which greatly exceeds their saturation rates (please see Table 2 on page 4). For the proposed contract, we will maintain a 50%/35% concentration of women and minorities among our consulting clients.

Every year, we provide events and programs designed specifically to address disproportionate barriers that female and minority entrepreneurs face. For example, our “HER Entrepreneur Journey” series offers regular events led by and for female entrepreneurs (see 2023 events schedule on pages 7-8). In the last 2 years alone, we developed and hosted 39 events specific to

underserved entrepreneurs, with a total attendance of 1,606. We served as facilitators or panelists for an additional 19 events in partnership with community-led organizations such as Conexión de Negocios Latinos and Canopy Northwest Arkansas. Finally, we also participated in 6 events led by underrepresented communities, including the 2023 Black Business Expo which was attended by 2,000 people. Demand for these events is on the rise - **total attendance at our events specific to underrepresented entrepreneurs increased by 26% last year** (894 in 2023 compared to 712 in 2022). We will build on this success in the contract period, aiming for at least a 10% increase year over year at these events.

Our Head of Underserved Entrepreneurship oversees our Kiva program, which we base in Fayetteville and which provides female founders and entrepreneurs of color access to crowd-funded, zero-interest, no-fee microloans. Since launching in December 2019, Kiva has facilitated fully funded loans collectively totaling \$1.1 million. 95% of these businesses were women- or minority-owned; 25% of all of our loans go to African American business owners, 16% to Hispanic business owners, and 8% to Pacific Islander business owners. More than 70% of our loans go to women-owned businesses. Since the inception of Kiva, Fayetteville has been our top city for loans. For the proposed contract, we aim to make at least 20 loans in Fayetteville annually, with \$150,000 in total annual distribution.

Startup Junkie also supports the creative economy by providing one-on-one ongoing, intensive and customized consulting, advisory support, counseling, and technical assistance to creative economy entrepreneurs. In addition to providing our own expertise, we hire fractional consultants to help niche clients, such as helping a band form an LLC. We also work with Art Ventures to showcase their artists' work for sale at CenterSpace and host maker fairs that

"I know I can always go back to them to get new advice, new suggestions and know that I'm going to feel confident in every interaction with their team." –
[Cedric Fonville, NICE NWA](#)

promote creative entrepreneurs. We incorporate artists and creative economy leaders into ***Startup Crawl*** and support the City's systemic efforts to bolster the creative economy. Finally, we also pursue special projects with creative partners. For example, in 2022, we partnered with the Music Education Initiative to highlight local musicians. We also had a networking event for "artpreneurs" at the gallery of a local artist and invited other artists to speak about their journey. We will bring this event back in fall 2024.

For the proposed contract, we will continue our marketing and outreach efforts to attract and serve female and minority entrepreneurs through one-on-one consulting and events. Our Head of Underserved Entrepreneurship will work with the Department of Economic Vitality to identify and implement specific efforts to remove barriers to entrepreneurship for women and people of color. We will continue to pursue partnerships and special opportunities to support artpreneurs. For the proposed contract, we will host 6 events focused on artists and the creative economy.

Interaction with the City of Fayetteville. Startup Junkie staff will work with the Department of Economic Vitality to identify and deliver strategies for supporting underrepresented entrepreneurs. Our Head of Metrics, Systems, and Reporting will communicate with the City on metrics specific to this effort and work one-on-one with the Dept. of Economic Vitality.

Relevance to the Economic Vitality Master Plan. Through this component of the proposed contract, Startup Junkie will help the City implement Strategies 1, 2, 3, and 8 of its Economic Vitality Master Plan. For example, through one-on-one consulting and events, Startup Junkie will communicate educational opportunities and resources with accessibility to artists in mind.

Table 9: Focused Support for Historically Underrepresented Groups			
Task	Method	Timeline	Metric
Provide one-on-one consulting to women entrepreneurs	Outreach to female entrepreneurs; address barriers and challenges	Continuously throughout contract period	% of one-on-one consulting clients that are women (target: 50%+)
Provide one-on-one consulting to minority entrepreneurs	Outreach to minority entrepreneurs; address barriers and challenges	Continuously throughout contract period	% of one-on-one consulting clients that are minority entrepreneurs (target: 35%+)
Provide one-on-one consulting to creative economy entrepreneurs	Outreach to creative economy entrepreneurs; address barriers	Continuously throughout contract period	# creative economy entrepreneurs (target: 25 annually)
Present events tailored to needs of women, minority entrepreneurs	Develop, schedule, and host in-person and virtual events	Regularly throughout contract period (Startup Junkie hosts avg 4 events/month)	# of events per year (target: 6) # event attendees
Present events tailored to needs of creative economy entrepreneurs	Develop, schedule, and host in-person and virtual events	Regularly throughout contract period (Startup Junkie hosts avg 4 events/month)	# of events per year (target: 6) # event attendees
Provide access to zero-interest, no-fee microloans for female and minority entrepreneurs	Operate Kiva NWA program which leverages crowd funding for loans	Continuously throughout contract period	# loans (target: 20 annually) #\$ loans (target: \$150,000 annually)

Scope of Work: Provide Technical Assistance and Support to the Dept of Economic Vitality

For the proposed project, Startup Junkie will work as an extension of the Department of Economic Vitality team to implement the Economic Vitality Master Plan, identify opportunities

and challenges, and measure success. Please see below for a description of Startup Junkie’s approach and planned coordination with the City under this contract, followed by tables outlining our proposed tasks, methods, timelines, and metrics.

I. Technical Assistance and Support to the Department of Economic Vitality

Startup Junkie is the “go-to” source for Fayetteville entrepreneurs and the City’s strong relationships with them. Currently, our support for the City includes:

- 1 FTE equivalent provided to Department of Economic Vitality
- Monthly one-on-one meeting with Director of Economic Vitality
- Monthly meeting with Mayor on entrepreneurship within Economic Vitality
- Monthly report to Director of Economic Vitality
- Annual report that includes outputs, outcomes, and success stories presented to Director of Economic Vitality and City
- Open lines of communication with the Director of Economic Vitality

Approach. To accomplish the ambitious goals of the Master Plan, we are proposing an increased commitment to the City from Startup Junkie moving forward. We will continue our meeting and reporting structure as outlined above. However, we would like to (at the discretion of the Department of Economic Vitality) include our project Head of Underserved Entrepreneurship and Head of Events and Marketing in these meetings as well, so that we can bring even more expertise to the table.

To increase commitment, we will also increase the FTE equivalents dedicated to the City, from 1.0 to 1.84. Ten (10) different Startup Junkie team members will engage with the City, providing a wider range of expertise and community relationships. This team will provide technical assistance to the City in the following ways.

Serve as Extension of the Department of Economic Vitality Team. We will provide expertise and integrate technical assistance as needed to support the City’s efforts in relation to entrepreneurship and innovation.

Master Plan Implementation. We will work closely with the Department of Economic Vitality to assist with implementation of the strategies and action items that relate to small business and entrepreneurship in the Master Plan, once the Plan is adopted by the Fayetteville City Council. Please see our “List of Project Personnel” section for details about the contributions of our Team.

Analyze current strategies. During our monthly meetings and regular communication with the Department of Economic Vitality and City Team, we will discuss and analyze the City’s current range of economic strategies (especially those focused on entrepreneurship and innovation), along with the current status and progress of action items.

24/7 Support. Startup Junkie will increase communication to 24:7 communication between all members of the Department of Economic Vitality (at the Department’s discretion) and our project team. We believe this will nurture a lock-step partnership that will enable successful achievement of the City’s goals.

Interaction with the City of Fayetteville. We will dedicate 1.84 FTE equivalents to the City under the proposed contract. In addition to 24/7 support, we will have monthly meetings with the Director of Economic Vitality and the Mayor. We will submit monthly and annual reports to the City to track metrics and success of the Economic Vitality Plan. Please see Table 9 below for an outline of the increase in commitment to the City we are proposing.

Relevance to the Economic Vitality Master Plan. Regular communication and coordination will be key to accomplishing the City’s goals as outlined in the Plan. Please see the following section for discussion of the ways in which Startup Junkie is fully aligned with Plan implementation.

Table 10: Increased Technical Assistance / Support to the Dept. of Economic Vitality	
SJ Current Commitment	SJ Proposed Increased Commitment
1.0 FTE equivalents dedicated to Dept. of Economic Vitality	1.84 FTE equivalents dedicated to Dept. of Economic Vitality
Open communication between Dept. of Economic Vitality and Project Team leaders	24/7 communication between Dept. of Economic Vitality and all members of Startup Junkie’s Project Team
Monthly meetings between one member of SJ team and Director of Dept. of Economic Vitality	Monthly meetings between three members of SJ team and Director of Dept. of Economic Vitality
Monthly meetings between one member of SJ team and Mayor	Monthly meetings between three members of SJ team and Mayor
Monthly reports to Director of Dept. of Economic Vitality	Monthly reports to Director of Dept. of Economic Vitality including increased metrics aligned with Master Plan
Annual report and presentation to City	Annual report and presentation to City including extensive evaluation of progress toward Master Plan strategies

II. Economic Vitality Master Plan Implementation

Startup Junkie is fully aligned with the City’s Economic Vitality Master Plan. Having assisted in its creation and supported the City through the planning process, we are uniquely positioned to assist the City with its successful implementation. Please see below for a description of Startup Junkie’s approach and planned coordination with the City under this contract, followed by tables outlining our proposed tasks, methods, timelines, and metrics.

Approach. Startup Junkie will dedicate 1.84 FTE equivalents to the proposed contract and implementation of the Master Plan. While we are proposing a contract which would assist the City in implementing all strategies of the Master Plan, we have structured our project team to delve deeply into the following strategies.

Streamlining pathways to entrepreneurship and eliminating barriers to entry. Claudia Scott will serve as our Head of Underserved Entrepreneurship for the proposed project. Scott is a leader in our community with a strong track record of success in her career and at Startup Junkie. As a woman, minority, and professional with Tourette Syndrome, she understands how to eliminate barriers to entry for entrepreneurs. There is simply no one better to lead addressing the needs of historically disadvantaged entrepreneurs than Claudia.

Claudia assists historically underserved communities at the highest level. At Startup Junkie, she leads capital access programs focused on the underserved in Fayetteville, such as the Kiva Program. She also provides intensive one-on-one no-cost counseling, consulting, and advisory support for historically underserved entrepreneurs. An expert in launching and deploying events, workshops, and programs focused on assisting underserved entrepreneurs, Claudia ensures that our entire team weaves diversity, equity and inclusion work into everything we do. Our Project Head of Events, Workshops, and Programs will work with Claudia to ensure that we provide a world class offering of support for our underserved community members.

Targeting technical assistance and resources for historically disadvantaged small business owners and entrepreneurs. Diversity, equity, and inclusion are interwoven into all the work that Startup Junkie does. For the proposed contract, our Project Director of Events and Marketing, Victoria Dickerson, will launch regular events aimed specifically at underserved entrepreneurs. Please see a discussion of our support on pages 12-14.

Startup Junkie also has a specific focus on serving veterans who help our small business community thrive. Startup Junkie itself is a veteran owned small business, with three veterans on our team, including two service-disabled veterans. Our large and often overlooked population of veterans will receive much needed support from our expert team for the proposed project, including intensive no-cost and on-going one-on-one advisory support and counseling, as well as events, workshops and programs such as Veteran Venture Leaders (sample event here: <https://www.nwahomepage.com/lifestyle/good-day-nwa-veteran-venture-leaders/>).

Facilitating and Supporting the Expansion and Retention of Fayetteville's Small Businesses. Startup Junkie will support expansion and retention through monthly, weekly, and daily one-on-one BRE checks with Fayetteville businesses. Through these regular checks and status updates, we will provide maximum support to Fayetteville small businesses, ensuring they stay in business, continue building strong roots in Fayetteville, and grow at a robust rate. Our checks are supported by our large network of SME mentors that can assist one-on-one on a variety of topics ranging from human resources to branding and Internet Protocol.

Building a robust culture of customer service for small businesses in Fayetteville & prioritizing economic growth and resiliency of restaurants, bars, and hotels as well the arts and entertainment industry. To accomplish this, Startup Junkie will build upon the successful

model of growth and expansion of multinational franchise operations such as Slim Chickens, for which the principals of Startup Junkie have been advisors and investors for nearly ten years. By engaging experts in franchise growth, we will help identify and bolster restaurant, bar, arts, and entertainment businesses originated in Fayetteville to achieve regional and national expansion. The same approach, for example, grew Buff City Soap to more than 1,000 locations in less than two years. Fayetteville-based concepts with the right operating model can grow to significance while maintaining high-wage-rate and high salary headquarters locations in Fayetteville. Startup Junkie will bring the expertise to the proposed project to drive this type of success for the City.

Interaction with the City of Fayetteville & Relevance to Master Plan. Please see Table 9 for the logistics of planned interaction with the City. We will work with the Department of Economic Vitality to identify outcomes for this contract that align closely with the Master Plan and help achieve its goals.

Timeline. We will be available to the City 24/7 for implementation of this project and fulfillment of the Master Plan. Please see the “Methods and Approach” section for timeline of specific tasks relevant to the Master Plan.

Scope of Work/Deliverables

Startup Junkie will continue to track and analyze detailed metrics to measure success and report regularly to the City. For the proposed contract, we will track the following deliverables for year one of the contract. In addition to these, we will work with the Department of Economic Vitality to establish other data points the City would like Startup Junkie to add to our evaluation.

Support a Collaborative Entrepreneurial and Startup Environment

- # entrepreneurs served through one-on-one high-quality no-cost consulting, mentoring, counseling, training, support, and assistance engagements (target: 520+)
 - #/% women-owned ventures
 - #/% minority-owned ventures
 - #/% veteran-owned ventures
 - #/% creative economy entrepreneurs
- # Fayetteville businesses contacted through the BRE program to ensure growth and address challenges (target: 50)

Create Programming and Spaces for Entrepreneurship to Flourish

- # visible, accessible, high-quality events, workshops, networking, and program engagements for Fayetteville entrepreneurs (target: 70+)
- # attendees of events, workshops, networking, and program engagements (target: 7,972)
- # events specifically for underrepresented entrepreneurs (target: 6)
- # events specifically for the creative economy (target: 6)
- # entrepreneurs reserving CenterSpace conference space downtown (target: 1,540)
- # of participating startups in annual ***Startup Crawl*** event (target: 80+)
- # attendees of annual ***Startup Crawl*** event (target: 3,300 in 2024)
- # zero-interest, no-fee microloans for female and minority entrepreneurs issued through Kiva Northwest Arkansas annually (20)
- # \$ of loans issued through Kiva Northwest Arkansas annually (\$150,000)

Maintaining a rigorous and innovative schedule of consultations and events is critical to helping the City achieve its Master Plan goals. However, the true value of Startup Junkie's work shines through our outcomes. These measure the results of the services that we provide and demonstrate the growth of local startups and our small business economy. Below are the outcomes we will measure through the proposed contract. In year one of the contract, we will work with the City to establish accurate baselines for these metrics. Thereafter, we will aspire to increase outcome measurements by 10% year over year.

Outcomes

- # net new jobs created on average per Fayetteville venture annually
- \$# in private capital raised
- \$# in public capital (grants, state and federal) secured
- # new products, services, and solutions brought to market
- # patents and patent applications
- # SBIR and STTR awards
- # unique Fayetteville retail, restaurant, and accommodation ventures assisted through multiple ongoing and in-depth engagements
- 1 year and 5 year survival rates for new businesses

Success Stories

Finally, our deliverables under the proposed contract will include success stories which highlight the impact of our work on individual businesses and entrepreneurs. Below is a sampling of success stories from our work in Fayetteville. We will track these types of successes to report to the City in the proposed contract.

- **B-Unlimited**, an advanced manufacturing company, grew from \$2M in revenue and 10 employees to \$12M in revenue and 100+ employees.
- **Phigenics**, a water quality and safety company, went from idea stage to \$50M valuation and \$36M in revenue. It grew to have 140 high-wage employees serving major Fortune 100 companies, hospital systems, and the federal government.
- **OurPharma**, a pharmaceutical manufacturing company, started with a University business plan and no employees and grew to a major manufacturing facility and company valued at \$25M with more than 50 employees.
- **Ozark Integrated Circuits**, a semiconductor company, had 20 highly educated high-wage engineers and is now a world leader in harsh environment electronics with solutions for space, hypersonic jet engine controls, and deep-well geothermal. The company has a 90% SBIR win rate from multiple agencies and is fully transitioning to production.
- **Lapovations**, a medical device company, began with University research to recently raising a \$14M investment round. The device has already been approved by the FDA and has been performing well in clinical trials.
- **Slim Chickens**, a tech enabled scalable food venture, went from 12 locations to more than 220 locations and 1,100 store commitments worldwide.
- **Natural Way Food Group**, a CPG food manufacturing and e-commerce company, moved from the idea stage to raising more than \$1M in capital and achieving distribution in over 1,000 storefronts nationwide.
- **The Shops at Brick City**, a brick & mortar and omnichannel tech enabled retail venture, grew from one original struggling location to two massive tech-enabled thriving locations

with more than 200 small businesses incubated and hosted within. The company provides a key bridge for Arkansas small businesses between idea and scale.

- **AcreTrader**, a farming and investment software company, moved from idea stage to commercialization and through a \$50M Series B at a \$400M valuation with more than 100 high-wage employees. The company brings liquidity to family farms and investment access to an overlooked asset class.

Qualifications and Experience

Startup Junkie is Fayetteville's trusted leader in the development of viable, lasting, and inclusive startup and venture ecosystems. For more than 15 years, we have been providing entrepreneur support, promoting innovation, commercializing technology, and building entrepreneurial ecosystems in underserved communities across Fayetteville.

Our world class team has 80 years of experience helping entrepreneurs and innovators reach their goals. Each year, we provide one-on-one consulting to more than 1,000 small businesses, present more than 200 events/workshops/programming for entrepreneurs, award \$150,000 - \$200,000 in Kiva microloan funding for underrepresented entrepreneurs, host a fuel accelerator program which attracts global companies to our community, and produce a podcast that ranks among the top 2.5% of podcasts globally.

"I like [Startup Junkie's] multi-prong approach to programming. They have a lot of great resources, workshops, events, networking events, programmatic offerings. I think they've built out a really nice network of service providers and fellow founders to collaborate with."

– [Elizabeth Prenger, Prose Creative & Ossicle](#)

We help small businesses get results. Since 2008, our work has resulted in the creation and acceleration of hundreds of new ventures, thousands of new jobs, and over \$850M in private capital and \$40M in public capital (SBIR/STTR/etc.). We have helped clients secure more than 200 patents and 500 trademarks, as well as bring over 2,000 new products, services, and solutions to market. We have helped entrepreneurs generate more than \$1B in revenue. Support for our efforts has come through funding and partnerships with Innovate Arkansas, the US Department of Commerce, ARK Challenge startup accelerator, Ozarks Regional Innovation Cluster, ScaleUp America, AEDC, Winrock International, the Walton Family Foundation, Small Business Administration, Northwest Arkansas Council, and the US Department of Agriculture.

Experience with Similar Projects/Contracts

For the past 8 years, Startup Junkie has been the City of Fayetteville's trusted partner in nurturing innovative, resilient small businesses. As an example, our 2021 - 2022 contract with Fayetteville resulted in 889 new jobs created, 15 SBIR/STTR awards secured by Fayetteville ventures, facilitation of the Ark Angel Alliance investment group, 2,600 people accessing free coworking space downtown, and 183 events attracting 12,579 attendees, among other successes.

Perhaps most impactful in Fayetteville is our one-on-one consulting. As an example, in 2021 - 2022, we served 881 Fayetteville entrepreneurs through 898 high quality free consulting, mentoring, counseling, training, support, and assistance engagements. Of these, 326 were

women-owned ventures, 188 were minority-owned ventures, and 39 were veteran-owned ventures - demonstrating our commitment to removing barriers for underrepresented entrepreneurs.

In the past 5 years, Startup Junkie has engaged with the US Small Business Administration (SBA), the Arkansas Economic Development Commission (AEDC), Arkansas Children's Hospital, Ewing Marion Kauffman Foundation, Winthrop Rockefeller Foundation, Arkansas Small Business Technology & Development Center, Rural Local Initiatives Support Corporation, North Forget, Walmart, ArcBest, Arvest Bank, the Korea International Trade Association, and the United States Department of Agriculture (please see Attachment C for four references). Please see below for some highlights from our current/recent contracts.

- **US Small Business Administration (SBA):** For nearly the past 10 years, we have led the SBA funded Ozarks Regional Innovation Cluster. We have made Fayetteville the epicenter of this effort, and the scope of this contract nicely matches the goals of the City of Fayetteville Master Plan. Through this contract we are focused on building a robust innovation and entrepreneurship ecosystem in the Ozarks region, where we choose Fayetteville as the epicenter. We have also executed a Prime Conductor Regional Innovation Cluster contract to accelerate the entrepreneurial ecosystem and regional cluster across Central Arkansas focused on healthcare, education, and data/decision science (2018-2024) and a Rural LISC Community Navigator contract to expand outreach efforts and provide technical assistance to entrepreneurs and small business owners (2021-2023).
- **Arkansas Economic Development Commission (AEDC):** Through the support of the Arkansas Economic Development Commission, we have led the two most successful accelerator programs in the state for the past 5 years: The Fuel Accelerator program and the 10x Accelerator Program. We have deployed multiple accelerator cohorts with the overall goal of driving economic development in the community (2018-present).
- **Arkansas Small Business Technology & Development Center (ASBTDC):** Through the LEAF (Latinx Entrepreneurs and Families) program, we created a program specifically aimed at Latinx small business owners with technical assistance programming in both English and Spanish (2021).
- **Walton Family Foundation:** The Walton Family Foundation has supported Startup Junkie by funding programmatic efforts. WFF has helped the Fuel Accelerator program succeed through continuous support; Fuel has added more than 100 jobs to the regional economy as a result. WFF also supports the NWA Kiva program which provides access to capital for underserved and underbanked entrepreneurs.

Company's primary business interest and/or operations including any affiliations

Startup Junkie Consulting, a veteran owned small business led by women, minorities, and service-disabled veterans, marked its beginnings in 2008 and formally organized as an LLC in 2011 by offering consulting services at no-cost to entrepreneurs. In order to expand the reach, impact, and depth of services, Startup Junkie Foundation was born in 2015 as a 501(c)3 nonprofit. As the two organizations share the same purpose, mission, vision, and values, the team is jointly building the entrepreneurial ecosystem. Startup Junkie's mission is to inspire and empower existing and aspiring entrepreneurs, innovators, and small business leaders.

Our organization offers a broad array of services, including but not limited to:

- **One-on-one Consulting & Counseling:** Individualized consulting services for entrepreneurs, startups, and growth-oriented small businesses. This includes assistance through various stages of the entrepreneurial journey, from idea creation and validation to scaling and exiting. Thanks to funding from the City of Fayetteville, we are able to offer this at no charge to the entrepreneur.
- **Inclusive Events, Workshops, and Programs:** A world class portfolio of events, workshops, and programs designed for a diverse and equitable entrepreneurial ecosystem.
- **Outreach:** Outreach efforts aimed at educating key community stakeholders on the value of an inclusive, diverse, and equitable entrepreneurship and innovation ecosystem.
- **Accessible Coworking Space:** Thanks to funding from the City of Fayetteville, we offer no-cost coworking at CenterSpace, located in the Pryor Center. This space costs roughly \$65,000/year to operate. If we win this contract, we will commit to keeping this space in Fayetteville and on the Fayetteville square.
- **Event Hosting and Meeting Spaces:** Spaces for meetings, workshops, and other offsite gatherings, emphasizing community building and networking among entrepreneurs.

Startup Junkie's operations are deeply rooted in the entrepreneurial community, aiming to eliminate barriers to entrepreneurship and make resources and support accessible to everyone interested in starting or growing their businesses. The organization has established a reputation for its outcome-focused approach, working with thousands of businesses and reaching an expansive audience through consulting, events, digital media, and an arsenal of other resources. Startup Junkie's efforts are supported by a variety of partners, including the Walton Family Foundation, the USDA, the EDA, the University of Arkansas, the U.S. Small Business Administration, the City of Fayetteville, KAIST, KOTRA, and the Arkansas Economic Development Commission.

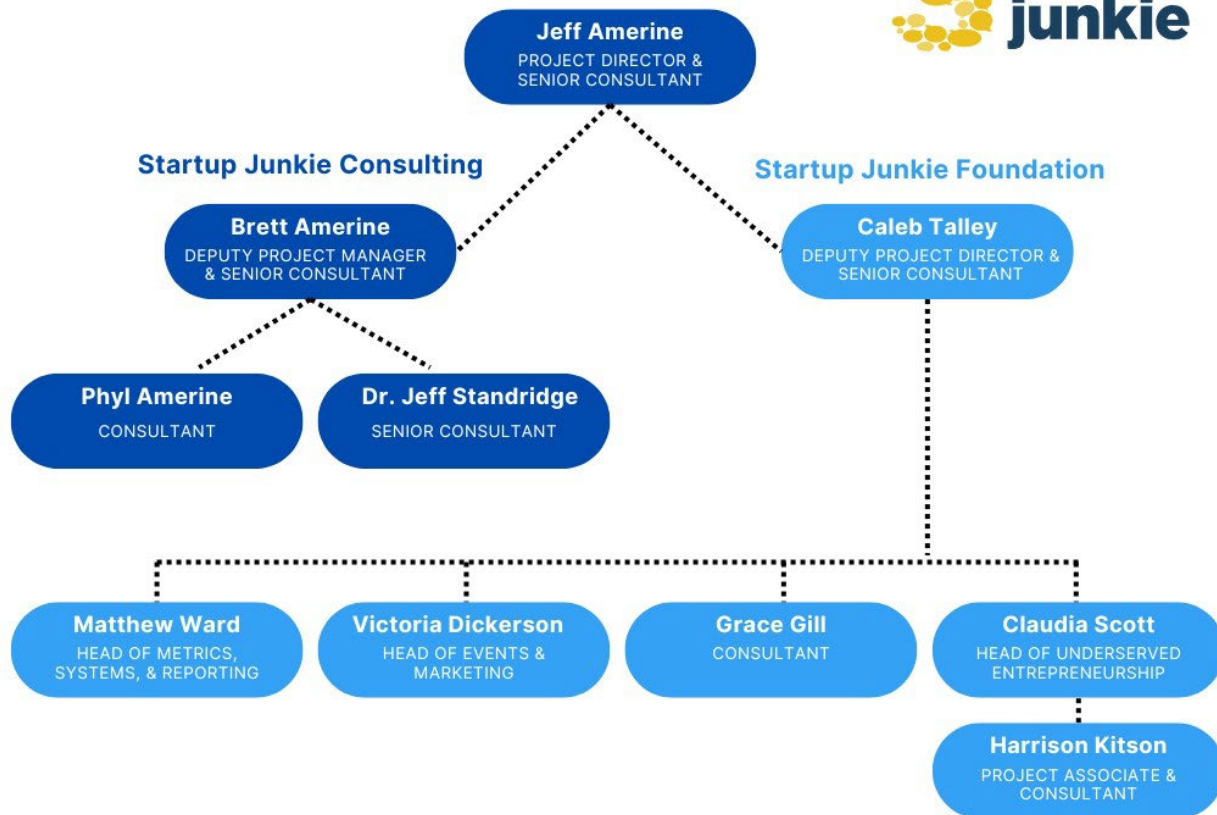
List of Project Personnel

Startup Junkie brings to the City of Fayetteville a talented team with deep expertise in every stage of small business development. Since 2011, our consultants have provided Northwest Arkansas and surrounding communities with key business/startup support and have spurred economic development through one-on-one engagements, events, workshops, and programming. In tandem with that effort, Startup Junkie Foundation was formed in 2015 to provide additional support to new business owners, expanding our reach, impact, and depth of services.

Both Startup Junkie Consulting, LLC and our partner organization Startup Junkie Foundation (through subcontract) will provide residents of the City with tailored business support and consultant services under the proposed contract, with Startup Junkie Consulting's executive and senior consultant team providing senior level strategic input for the project.

Ten (10) members of the Startup Junkie team will facilitate the requirements of this project. All are permanent, full-time employees who will dedicate various portions of their 1.0 FTE equivalents to the project. Combined, our budget includes 1.84 FTE equivalents to the Department of Economic Vitality.

Please see the following organizational chart for the proposed project. Following this chart is a list of project personnel. Resumes for each team member are attached to this proposal.



Startup Junkie Consulting, LLC

[JEFF AMERINE](#)- Project Director and Senior Consultant

[BRETT AMERINE](#)- Deputy Project Director and Senior Consultant

[DR. JEFF STANDRIDGE](#)- Senior Consultant & SME

[PHYL AMERINE](#)- Consultant

Startup Junkie Foundation

[CALEB TALLEY](#)- Deputy Project Director and Senior Consultant

[MATTHEW WARD](#)- Head of Metrics, Systems, and Reporting

[VICTORIA DICKERSON](#)- Head of Events & Marketing

[GRACE GILL](#)- Consultant

[CLAUDIA SCOTT](#)- Head of Underserved Entrepreneurship

[HARRISON KITSON](#)- Program Assistant (Kiva) & Consultant

Availability

For the past 8 years, Startup Junkie has prioritized the City of Fayetteville's contract among other commitments. Though we have global impact and reach, we are firmly committed to supporting startups and small businesses in our own backyard. As a contributor to the City of Fayetteville's Economic Vitality Master Plan, we are eager to see the City's strategies come to fruition. Since our staff have already been engaged with this work with the City, we are available to continue our contracted services. Startup Junkie Foundation has the capacity to contribute

through the expanded personnel commitment we are proposing. The work their team will do as a subcontractor aligns with their strategic plans, and they have structured their team and their time commitments accordingly.

Financial support from the City for this project would allow our consultants to continue to provide no-cost services to Fayetteville entrepreneurs. Contracted services would also strengthen our ongoing efforts to reach small business owners from our underserved communities who face additional barriers to founding successful ventures. Finally, in partnering with the City, Startup Junkie would have the resources necessary to improve our ability to measure and communicate the impact of our coaching and programs.

Listing of All Fees

All fees and allocations associated with this project are itemized below. Startup Junkie is proposing a total annual fee of \$250,024.32 which includes only direct labor from Startup Junkie Consulting, LLC, labor by subcontractor Startup Junkie Foundation, and a small overhead fee. We do not propose an annual increase each year due to inflation. Should the contract be renewed for additional two-year periods, the annual fee will remain the same.

Payment schedule will be monthly payments of \$20,835.36 for 12 months each contract year, for which Startup Junkie will submit monthly invoices to the City. At the direction of the Department of Economic Vitality, level quarterly payments would be acceptable as well; however, we will still provide monthly updates to the City.

In order to maximize impact and serve as good stewards of Fayetteville tax dollars, Startup Junkie will leverage other funding sources that we take the initiative to secure to cover all other program materials, supplies, and facilities necessary to successfully execute this project. The \$65,000 annual cost of our free-to-the-public CenterSpace on the Fayetteville square – which hosts our no-cost events, workshops, and coworking programming – will also be covered through secured sponsorships and non-City funding we take the initiative to identify. We view this as an opportunity to act as good stewards of Fayetteville tax dollars and direct City funding entirely towards our staff expertise in supporting entrepreneurs.

Table 11: Listing of All Fees		
	Year 1	Year 2
Direct Labor	\$161,054.40	\$161,054.40
Subcontract (Startup Junkie)		
Subtotal	\$77,064.00	\$77,064.00
Subtotal	\$238,118.40	\$238,118.40
Fee (Includes overhead)	5%	5%
Firm Fixed Price Total	\$250,024.32	\$250,024.32

Startup Junkie estimates that it will take 3,827 total staff hours to complete the proposed scope of services, contributed by 10 Startup Junkie staff leaders with broad and complimentary expertise.

Table 12: Project Team Member Estimated Fee & Estimated Hourly Rate Breakdown				
Employee	Hourly Rate	Hours Per Year to Project	% of Total 1.0 FTE Time	Total
Startup Junkie Consulting, LLC				
Project Director & Senior Consultant	\$87	728	35%	\$63,336.00
Project Director and Sr Consultant 2	\$87	707	34%	\$61,526.40
Consultant 2	\$87	208	10%	\$18,096.00
Senior Consultant and SME	\$87	208	10%	\$18,096.00
<i>Direct Labor Subtotal</i>				<i>\$161,054.40</i>
Startup Junkie Foundation (Subcontractor)				
Project Director and Senior Consultant	\$39	707	34%	\$27,580.80
Head of Metrics, Systems, and Reporting	\$39	208	10%	\$8,112.00
Head of Events and Marketing	\$39	333	16%	\$12,979.20
Head of Underserved Entrepreneurship	\$39	333	16%	\$12,979.20
Consultant	\$39	208	10%	\$8,112.00
Project Associate and Consultant	\$39	187	9%	\$7,300.80
<i>Subcontractor Subtotal</i>				<i>\$77,064.00</i>
Total		3,827	1.84 FTE	\$238,118.40



Section D: Resumes & Experience of Project Personnel - In Response To RFP 24-06

Jeff Amerine, Project Director & Senior Consultant

Full Resume & Bio: <https://www.linkedin.com/in/jeffamerine/>

1. **Title:** Project Director & Senior Consultant
2. **Tenure with Proposer:** 15 years
3. **Education:** Masters of Science in Operations Management & Project Management Institute Certified Project Management Professional
4. **Experience:** A key local and national leader, Jeff is involved with the creation of lasting regional venture ecosystems and co-authored in 2021 the Amazon bestselling book, *Creating Startup Junkies – Building Sustainable Venture Ecosystems in Unexpected Places*. Jeff has held senior leadership positions in 9 small business ventures and 3 Fortune 500 companies. He has made more than 90 angel investments in small businesses. Jeff now leads Startup Junkie Consulting. He is also a General Partner in Cadron Capital Partners, a Managing Director for Innovation Junkie, and a Board Member for the Supporting Lifelong Success (SLS) project in Fayetteville which aims to provide entrepreneurship and innovation pathways to neurodivergent adults.

Jeff served as Associate Vice Provost, Research and Economic Development, and Director of Technology Ventures at the University of Arkansas until leaving to pursue Startup Junkie Consulting full-time in 2015. In addition, Jeff is an Adjunct Professor for the Sam M. Walton College of Business at the University of Arkansas. Jeff was also a retained advisor for Innovate Arkansas, a Winrock International program chartered with the creation of a knowledge-based economy in Arkansas. This program has accounted for \$300+ million in financing for Arkansas-based small businesses.

Prior to this, Jeff served 6 years as a United States Air Force Officer, working in the Strategic Air Command as a missile launch officer and later in research and development acquisition. Jeff graduated from United States Naval Academy in 1984 and holds a Master of Science in Operations Management from the University of Arkansas. He is a certified Project Management Institute Project Management Professional (PMP). Jeff's experience has fostered a comprehensive knowledge of the challenges facing growth-oriented small businesses and entrepreneurs, underrepresented/underserved demographics, operational performance, project management, and community development.

5. **Estimated number of hours towards this project:** 728
6. **Total billable hourly rate:** \$87 (see Direct Labor Rate)

Brett Amerine, Deputy Project Director & Senior Consultant

Full Resume & Bio: <https://www.linkedin.com/in/brett-amerine-a9865810/>

1. **Title:** Deputy Project Director & Senior Consultant
2. **Tenure with Proposer:** 11 years
3. **Education:** Masters of Science in Operations Management & Project Management Institute Certified Project Management Professional
4. **Experience:** Brett, former AF Officer, and service-disabled veteran, is a Managing Director at Startup Junkie. He is a strategic leader in the development and execution of entrepreneurial programs and events within startup ecosystems in emerging regions worldwide, with an emphasis on Fayetteville, Arkansas.

Brett administers the Tonic Funds and helps facilitate Cadron Capital, another venture fund that provides capital access to the City. Prior to this, Brett served nearly 5 years in Honolulu, Hawaii, and Los Angeles, California, as a United States Air Force Officer specializing in project management and contract management. Brett led high-visibility, multimillion- and billion-dollar service, construction and aerospace contracts and project teams. At his final assignment in the United States Air Force, he bought the Atlas and Delta space rockets, specializing in the procurement of the liquid upper-stage rocket engines.

Brett graduated from the University of Arkansas College of Engineering with a Master's degree in Operations Management. He holds a Bachelor's degree in Business Administration from the University of Arkansas Sam M. Walton College of Business. Brett was named as one of Arkansas's Fast 15 by the Northwest Arkansas Business Journal. Brett is a certified Project Management Institute Project Management Professional (PMP). His expertise and skills span the following areas: entrepreneurial ecosystem management and leadership, program and project management, government acquisition, organizational management, entrepreneurship, entrepreneurial ecosystem development, operations, the lean methodology, digital marketing, venture finance, six sigma, mentorship, and leadership.

5. **Estimated number of hours towards this project:** 707
6. **Total billable hourly rate:** \$87 (see Direct Labor Rate)

Jeff Standridge, Senior Consultant & SME

Full Resume & Bio: <https://www.linkedin.com/in/jeffstandridge/>

1. **Title:** Senior Consultant & SME
2. **Tenure with Proposer:** 7 years
3. **Education:** Doctor of Education
4. **Experience:** Dr. Jeff D. Standridge, service-disabled veteran, will serve as Senior Consultant and SME for this project. Jeff helps organizations and their leaders generate sustained results in the areas of innovation, strategy, profit growth, organizational effectiveness, and leadership. Formerly a Vice President for Acxiom Corporation, he has led established and startup businesses in North & South America, Europe, Asia, and the Middle East. Jeff serves as Managing Director for the Conductor, Co-founder of Cadron Capital Partners, and teaches Entrepreneurial Finance & Innovation Leadership in the College of Business at the University of Central Arkansas.

Dr. Standridge has been an invited speaker, trainer, and consultant for numerous companies, institutions, and organizations across five continents. He is also a three-time best-selling author of *Creating Startup Junkies*, *Building Sustainable Venture Ecosystems in Unexpected Places*, *The Innovator's Field Guide: Accelerators for Entrepreneurs, Innovators & Change Agents*, and *The Top Performer's Field Guide: Catalysts for Leaders, Innovators & All Who Aspire to Be*.

Prior to his business career, Jeff spent more than a decade in healthcare, serving as an Assistant Professor at the University of Arkansas for Medical Sciences and as a member of the Angel Flight Helicopter Transport Team at Arkansas Children's Hospital. He is also retired from the U.S. Army – Arkansas Army National Guard. Jeff holds a Doctor of Education with special work in Leadership & Organizational Development, as well as a Master of Education with special work in Human Resource Development. Jeff is also the founding Chairman for BioArkansas.

5. Estimated number of hours towards this project: 208

6. Total billable hourly rate: \$87 (see Direct Labor Rate)

Phyl Amerine, Consultant

Full Resume & Bio: <https://www.linkedin.com/in/phyl-s-amerine-60037390/>

1. Title: Consultant

2. Tenure with Proposer: 15 years

3. Education: Bachelor of Arts (WiP)

4. Experience: Phyl has ten years of experience managing and leading entrepreneurial support organizations. She is a founding member of Startup Junkie Consulting and has been involved in the creation of eight startups. In her first startup, Amerine developed market strategies for international licensing and partner selection with significant emphasis in Korea, China, Spain, Dominican Republic, Vietnam, Singapore and India. She defined market opportunity and strategy for one of the initial Internet Service Providers (ISPs) in India. In another startup, she formed a strategic relationship with a Korean-based international telecommunications carrier, successfully gained FCC 214 licensing for U.S. operations, and served as general manager of marketing.

Phyl has worked as a volunteer and advisor in nonprofit marketing for more than 12 years. Her volunteer efforts have even been recognized by former Arkansas Governor Mike Huckabee. She is also currently active in the local investment community. She attended Bowie State University, where she majored in communications. Phyl's expertise and skills are in the following areas: entrepreneurial support organization management and leadership, coaching, mentoring, marketing, strategy, assumption testing, social ventures, entrepreneurship, and entrepreneurial ecosystem development.

5. Estimated number of hours towards this project: 208

6. Total billable hourly rate: \$87 (see Direct Labor Rate)

Caleb Talley, Deputy Project Director & Senior Consultant

Full Resume & Bio: <https://www.linkedin.com/in/caleb-talley-25189211b/>

1. **Title:** Deputy Project Director & Senior Consultant

2. **Tenure with Proposer:** 5 years

3. **Education:** Bachelors of Arts

4. **Experience:** Caleb Talley, serving Startup Junkie Foundation as Executive Director, helps drive the organization's mission of entrepreneurial ecosystem building with a diverse set of skills and experience and strategic vision. An alumnus of the University of Arkansas, where he studied journalism and political science, Caleb began his professional career at the *Times-Herald* in Forrest City, Arkansas, where his proactive reporting and editorial commentary, as well as editorial photography, earned him national recognition with several Associated Press Managing Editors Awards.

Caleb transitioned from daily reporting to publishing, taking a role at Vowell Inc. where he led as editor of AY Magazine and spearheaded the re-launch of Arkansas Money & Politics—elevating both publications to prominent positions in Arkansas's media landscape. Having covered the rise of the entrepreneurial community in Northwest Arkansas, Caleb's interest in the ecosystem led him to transition from the media world altogether. He joined Startup Junkie in 2019 as Marketing and Events Director, where he was responsible for planning and carrying out the Foundation's portfolio of events and workshops geared to serve the local entrepreneurial community.

Caleb was promoted to Executive Director of Startup Junkie Foundation in November of 2021. Under his leadership, Startup Junkie Foundation has continued to surge, both in impact and reach—nearly tripling one-on-one entrepreneur consulting services to over 2,000 consults in 2023 and orchestrating upwards of 250 community-centric events annually. More tangibly, his proactive approach to diversifying funding sources has seen Startup Junkie secure in excess of \$3 million in grants, ensuring sustained support for the entrepreneurs and small business owners. Caleb has served on several nonprofit boards, having served as Chair on a number of occasions, and offered time and support to diverse community and civic organizations throughout Arkansas.

5. **Estimated number of hours towards this project:** 707

6. **Total billable hourly rate:** \$39 (See Subcontractor (SJF) Labor Rate)

Matthew Ward, Head of Metrics, Systems, and Reporting

Full Resume & Bio: <https://www.linkedin.com/in/matthewward725/>

1. **Title:** Head of Metrics, Systems, and Reporting

2. **Tenure with Proposer:** 3 years

3. **Education:** Masters of Business Administration

4. **Experience:** Serving Startup Junkie Foundation as Senior Executive Consultant, Matthew Ward helps clients quantify their ideas and develop a roadmap to achieve their goals. Along with aiding clients, Matthew leads collecting, cleaning, and organizing consulting and event data to ensure accurate reporting of outputs and outcomes. He is an expert in entrepreneurial metrics, systems, tracking, and reporting. He also aids in sourcing and due diligence with Cadron Capital Partners.

Previous to this role, Matthew was the Director of the Fuel Accelerator, an enterprise ready accelerator that matches seed and growth-stage tech startups with key enterprise partners to accelerate the adoption of tangible technology solutions. During his tenure as Director, he secured \$900,000 in grant funds resulting in an additional healthtech cohort, tripled the amount of meaningful mentor relationships from the previous cohort, and doubled the number of pilot contracts signed by the entire program from one cohort.

Prior to joining Startup Junkie Foundation, Matthew worked as an Equity Research Associate at Stephens Inc, one of the largest privately owned investment banks in the US. With his time at Stephens Inc, he benchmarked competitors for an internal C-suite strategic initiative, liaised between buy-side clients and external management teams, valued companies through various methodologies, and published notes on earnings and industry previews.

He graduated from the University of Arkansas with his MBA in Finance and Ouachita Baptist University with an undergraduate degree in Accounting and a degree in Finance.

5. Estimated number of hours towards this project: 208

6. Total billable hourly rate: \$39 (See Subcontractor (SJF) Labor Rate)

Victoria Dickerson, Head of Events & Marketing

Full Resume & Bio: <https://www.linkedin.com/in/vdickerson/>

1. Title: Head of Events & Marketing

2. Tenure with Proposer: 2 years

3. Education: Bachelor of Arts

4. Experience: Victoria Dickerson serves as the Director of Marketing and Events at the Startup Junkie Foundation. Victoria has been instrumental in orchestrating and delivering events designed to bolster the success and visibility of regional entrepreneurs. With her pivotal role in the planning and execution of Startup Junkie's robust slate of events—including the highly successful annual ***Startup Crawl***—Victoria has made a significant impact on the organization's mission to stimulate local economic growth.

With a Bachelor of Arts in Communication from the University of Arkansas, Victoria's educational foundation lies in Persuasion and Social Media Marketing, arms that have been extended throughout her career path. Before her tenure at Startup Junkie Foundation, Victoria honed her skills as the Creative Director at Camp War Eagle in Rogers, Arkansas. There, she crafted and instituted their brand strategy, while also leading as their primary content producer across various media.

Victoria excels at leading workshops, programs, and events, attracting attendees in large numbers to each gathering she orchestrates. Victoria's professional repertoire extends to expert social media account management and advising business owners on best practices in the digital realm. Her co-hosting and production work on the *Startup Junkies* podcast showcases her grasp of media trends and content creation. The podcast has 359 episodes over 8 years, is ranked in the top 2.5% of all podcasts in the world by Listener Score, and has been downloaded in over 100 countries.

Strengths in event planning, execution, social media management, and comprehensive marketing strategies are matched by Victoria's proficiency in graphic design, videography, and photography, forming the bedrock of her multifaceted skill set. Whether speaking publicly, developing brand identity,

or leading projects, Victoria's passion for mentoring, as evidenced through her service as a mentor with other local entrepreneur support organizations, underscores her commitment to empowering others within the entrepreneurial community of Northwest Arkansas.

5. Estimated number of hours towards this project: 333

6. Total billable hourly rate: \$39 (See Subcontractor (SJF) Labor Rate)

Claudia Scott, Head of Underserved Entrepreneurship

Full Resume & Bio: <https://www.linkedin.com/in/claudiapscott/>

1. Title: Head of Underserved Entrepreneurship

2. Tenure with Proposer: 1 year

3. Education: Masters of Human Resources and Workforce Development

4. Experience: Claudia has over half a decade of experience working with underserved communities across the state of Arkansas. Claudia is a dynamic and accomplished professional with substantial experience in capital access management, member engagement, and advocacy. As the NWA Kiva Hub Capital Access Manager (CAM) at Startup Junkie, she assists entrepreneurs with the Kiva microloan program process. Claudia is a native English and Spanish speaker who brings an acute understanding of language and culture to her work, which has proven invaluable in building relationships and connecting with diverse communities.

Scott most recently served as Director of Member Engagement at the Greater Bentonville Area Chamber of Commerce. Prior to that, she served as a programs assistant for the Downtown Springdale Alliance, and as a migrant recruiter and advocate for the Northwest Arkansas Education Service Cooperative. She holds a Bachelor's degree in Business Administration & Strategic Communication from the University of the Ozarks and a Master's degree in Human Resources and Workforce Development from the University of Arkansas.

5. Estimated number of hours towards this project: 333

6. Total billable hourly rate: \$39 (See Subcontractor (SJF) Labor Rate)

Grace Gill, Consultant

Full Resume & Bio: <https://www.linkedin.com/in/grace-gill-058186205/>

1. Title: Consultant

2. Tenure with Proposer: 2 years

3. Education: Bachelor of Business Administration

4. Experience: Grace Gill serves Startup Junkie as a consultant for small business and entrepreneur clients. Grace helps clients with steps to establishing a business, building roadmaps for getting businesses off the ground, and addressing small business and startup challenges with direction to additional resources in the local area. In addition to 1:1 consulting, Grace aids and executes marketing and events for Startup Junkie.

Grace has led small business workshops, co-hosted over 40 Startup Junkies podcast episodes, and acted as lead organizer for more than 20 events, including *Startup Crawl* 2022 with more than 1,500 attendees and 65 participating startups. Prior to her role at Startup Junkie, Grace worked in non-profit

marketing and events working at Mary R. Koch Arts Center in Wichita, Kansas. Grace is a University of Arkansas alumni and has a Bachelor of Business Administration degree in Strategy, Entrepreneurship, and Venture Innovation, graduating with Honors designation from the Walton College of Business.

5. Estimated number of hours towards this project: 208

6. Total billable hourly rate: \$39 (See Subcontractor (SJF) Labor Rate)

Harrison Kitson, Project Associate & Consultant

Full Resume & Bio: <https://www.linkedin.com/in/harrison-kitson-758110191/>

1. Title: Project Associate & Consultant

2. Tenure with Proposer: 1 year

3. Education: Bachelors of Science

4. Experience: Harrison Kitson serves Startup Junkie Foundation as Kiva Program Associate & Consultant. Previously a Marketing and Events Intern focused on content creation, he now leads brand strategy for Kiva NWA and boosts listenership for our English and Spanish podcasts. He brings expertise in web design, video editing, expository writing, and social media strategy to his role. Harrison has a Bachelor of Science degree in Political Science from the University of Alabama, where he focused on political philosophy and race and gender politics.

5. Estimated number of hours towards this project: 187

6. Total billable hourly rate: \$39 (See Subcontractor (SJF) Labor Rate)

City of Fayetteville

RFP 24-06, Economic Development Services - Entrepreneurship &

SECTION C: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Startup Junkie Consulting

NUMBER OF YEARS IN BUSINESS: 13 HOW LONG IN PRESENT LOCATION: 10

TOTAL NUMBER OF CURRENT EMPLOYEES: 8 FULL TIME 6 PART TIME 2

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 17 FULL TIME 13 PART TIME 4

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Arkansas Secretary of Commerce
COMPANY NAME

Little Rock, AR 72202

CITY, STATE, ZIP

Hugh McDonald, The Secretary of Commerce

CONTACT PERSON

501-682-7351

TELEPHONE

N/A

FAX NUMBER

Hugh.mcdonald@arkansas.gov

E-MAIL ADDRESS

2. Arkansas Economic Development Commission
COMPANY NAME

Little Rock, AR, 72202

CITY, STATE, ZIP

Clint O'Neal, Executive Director

CONTACT PERSON

501-682-7350

TELEPHONE

N/A

FAX NUMBER

coneal@arkansasedc.com

E-MAIL ADDRESS

3. U.S. Small Business Administration

COMPANY NAME

Washington, DC, 20416

CITY, STATE, ZIP

Alison Evans, US SBA HQ Office of Innovation

CONTACT PERSON

4. University of Central Arkansas

COMPANY NAME

Conway, AR, 727035

CITY, STATE, ZIP

Dr. Houston Davis, President

CONTACT PERSON

City of Fayetteville

RFP 24-06, Economic Development Services - Entrepreneurship &

202-856-7386

TELEPHONE

N/A

FAX NUMBER

Alison.evans@sba.gov

E-MAIL ADDRESS

501-269-9009

TELEPHONE

N/A

FAX NUMBER

HDavis@uca.edu

E-MAIL ADDRESS

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.

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

2) RELATIONSHIP EXISTS (Please explain): _____

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.

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.

Corporate Name of Firm: Startup Junkie Consulting LLC

Primary Contact: Jeff Amerine Title of Primary Contact: Managing Director

Phone#1 (cell preferred): 870-577-0759 Phone#2: 479-225-7550

E-Mail Address: jeff@startupjunkieconsulting.com, brett@startupjunkieconsulting.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

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: Startup Junkie Consulting

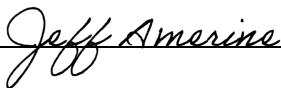
PHYSICAL ADDRESS: 1 E Center St, Suite 270, Fayetteville, AR, 72701

MAILING ADDRESS: 1 E Center St, Suite 270, Fayetteville, AR, 72701

TAX ID #: 45-2126409 AR. SECRETARY OF STATE FILING #: 800199309

PHONE: 870-577-0759 FAX:

E-MAIL: jeff@startupjunkieconsulting.com, brett@startupjunkieconsulting.com

SIGNATURE: [Jeff Amerine](#) 

PRINTED NAME: Jeff Amerine

TITLE: Managing Director DATE: 4/8/24

END OF RFP DOCUMENT



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 24-06, Economic Development Services - Entrepreneurship & Innovation

DEADLINE: Wednesday, April 10, 2024 before 2:00 PM, local time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 03/17/2024

REQUEST FOR PROPOSAL

RFP 24-06, Economic Development Services - Entrepreneurship & Innovation

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 24-06, Economic Development Services - Entrepreneurship & Innovation

The City of Fayetteville, Arkansas, is now accepting proposals for providing contract services in the areas of small business support, entrepreneurship, and innovation. 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, April 10, 2024 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. Proposers shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline.

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.

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: 03/17/2024
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$164.85

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

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.

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

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."

14. RIGHT TO AUDIT, FOIA, AND JURISDICTON:

- 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.

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,

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

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.

1. PURPOSE:

The City of Fayetteville began community discussions around its next economic development strategic plan in 2020. During this time, the coronavirus pandemic was in full swing, and pressures from global economic challenges were making their way into Fayetteville. When it seemed the only economic certainty was uncertainty, a few constants remained during those hard times: our small businesses are loved by the community, they are innovative, and they are very resilient in the face of unprecedented challenges. During this time the City utilized its Entrepreneurship and Innovation contract to provide economic response and recovery services. Fayetteville was the first municipality in Arkansas to contract with an entity solely for entrepreneurial support, issuing its first contract in 2016 at the direction of the Fayetteville First economic master plan.

Following a successful first utilization of the entrepreneurship and innovation contract, the City now seeks to continue to provide residents, entrepreneurs, and business owners with the following services:

- a. Support a collaborative entrepreneurial and startup environment
- b. Create programming and spaces for entrepreneurship to flourish, including dedicated programming to support women, people of color, and other historically underrepresented populations
- c. Provide technical assistance and support to the Department of Economic Vitality

The City of Fayetteville intends to enter a two-year contract with a suitably qualified organization with an option to renew for three (3) additional two (2) year terms.

2. BACKGROUND:

Nestled in the Ozark Mountains of Northwest Arkansas, Fayetteville is the county seat of Washington County, the second largest city, and one of the fastest growing communities in the state. Home to the flagship University of Arkansas campus with 32,000 students, Fayetteville is a diverse city of families, students, artists, professionals, innovative entrepreneurs, and outdoor enthusiasts who value a strong sense of community and place. As a result of a healthy regional economy and strong community identity, the Fayetteville MSA continues to be named as one of the three best places to live in the country by U.S. News and World Report.

Fayetteville is known as a place for creativity, innovation, and culture. Continued support of an environment for entrepreneurship and innovation is one of Fayetteville's top economic vitality priorities. The City currently hosts a large network of public, private, and nonprofit organizations that provide services to small business owners. The support system has gained visibility over the past six years; however, intentional programming and coordination is needed to ensure continued growth of this critical sector.

The City's Economic Vitality Department is currently finalizing Fayetteville's next economic development strategic plan, which will document goals, supporting strategies, and action items for a wide range of economic development activities, including several action items focused on services under the purview of the entrepreneurship and innovation contract.

3. SCOPE OF WORK:

The selected economic development consultant will be the City of Fayetteville's primary point of contact for entrepreneurship and small business support. The City has a strong expectation to have a bright line of communication between contracted services and the City of Fayetteville's Economic Vitality leadership team. Therefore, the selected contractor shall possess a strong communication skillset, ensuring the City is kept knowledgeable about key decision points and receives information necessary to support tracking citywide progress toward implementing the 2024 Economic Vitality Master Plan.

These deliverables will be defined through explicit performance metrics and are to be finalized during contract negotiations. Finalized contract performance measures shall be used for consultant evaluation throughout the term of the contract.

a. Support a Collaborative Entrepreneurial and Startup Environment

The City is home to nearly 4,000 existing businesses that contribute to Fayetteville's economy. Despite being home to numerous anchor institutions and major employers that provide a large volume of employment opportunities, nearly 90% of private sector employment comes from small businesses (i.e., firms with less than 200 full-time employees). Fayetteville has long had a strong entrepreneurial spirit within the community, and the City wants to ensure tomorrow's innovators and job creators have the resources they need for the best possible chance of success.

- i. *Serve as the City's primary point of contact for entrepreneurship, innovation, and small business support in the City of Fayetteville* – The City is searching for an organization with a rich knowledge and deep understanding of starting a business to serve as its one-stop-shop for residents seeking guidance, advice, or technical support opening a business. The selected entity will also be responsible for coordinating efforts with all entities involved in the entrepreneurial ecosystem.
- ii. *Consulting, technical assistance, and support for Fayetteville residents* – The City seeks to ensure no-cost access to quality one-on-one consulting is available for any Fayetteville resident looking to open a business. The selected organization will need to have a strong understanding of all aspects of opening a business, including but not limited to the regulatory compliance, access to capital, testing of concepts, market research, commercialization or ideas or concepts, business plan development, customer discovery, financial management, personnel, and marketing.
- iii. *Data analysis and tracking* – The selected organization will need to demonstrate the capacity to engage in tracking various outputs and outcomes of entrepreneurial activity in Fayetteville and private sector activity stemming from work completed under this grant, including but not limited to new jobs created, funding raised or secured, and State and Federal grant applications submitted and secured. Further, the selected organization will be responsible for calculating the survival rate of small businesses in Fayetteville on an annual basis.

b. Create Programming and Spaces for Entrepreneurship to Flourish

- i. *Events and education* – The City is searching for an organization to provide a regular schedule of in-person and virtual entrepreneurial educational opportunities, which would be available at no-cost for Fayetteville residents to attend. The selected entity will be charged with developing and delivering educational opportunities across a wide range of topics that are pertinent to current

and aspiring entrepreneurs. Submissions should include an example annual programming and educational event schedule as well as examples of the types and topics of educational opportunities being proposed.

- ii. *Collaboration space and programming* – To maintain a more active and visible entrepreneurial scene in downtown Fayetteville, the City is also seeking an organization that will provide free, regularly accessible space for use by the entrepreneurial community for the purposes of learning, co-working, and convening.

Additionally, the City is also seeking a provider to develop and launch entrepreneurial programming opportunities. Not to be confused with educational opportunities, the City wants to ensure access to a diverse range of engagement opportunities for residents throughout the year, including networking, mentoring, business showcases, competitions, tours, etc. As a part of this programming, the City wishes to have one annual large-scale (1,500+ attendee) event that celebrates entrepreneurship and highlights the resources available in Fayetteville.

- iii. *Focused support for members of the creative economy, women, people of color, and other historically underrepresented groups* – The City's forthcoming Economic Vitality Master Plan calls for intentional entrepreneurial efforts to be deployed to grow and support entrepreneurship within the creative economy and for residents historically underrepresented in the entrepreneurial ecosystem. Recognizing this unique industry and the disproportionate challenges these communities face when it comes to launching a business, the City wants to ensure access to equitable and diverse entrepreneurial programming, education, mentoring, and consulting.

c. Provide Technical Assistance and Support to the Department of Economic Vitality

- i. *Technical assistance and support to the Department of Economic Vitality* – The City is seeking an organization that will also serve as an extension of the Department of Economic Vitality team, providing expertise and integrating technical assistance as needed to support the City's efforts in relation to entrepreneurship and innovation.
- ii. *Economic Vitality Master Plan implementation* – The largest area of technical assistance and support to the Department of Economic Vitality will be assisting with implementation of the strategies and action items that relate to small business and entrepreneurship once the plan has been adopted by the Fayetteville City Council. The City's forthcoming Economic Vitality Plan is organized around three key sections, the first of which emphasizes growing, retaining, and supporting small businesses within Fayetteville. This is realized through a range of strategies, each associated with numerous action items which the Department of Economic Vitality will be working to implement over the coming years. Supporting strategies for entrepreneurship and small businesses include: streamlining pathways to entrepreneurship and eliminating barriers to entry; targeting technical assistance and resources for historically disadvantaged small business owners and entrepreneurs; facilitating supporting the expansion and retention of Fayetteville small businesses; and building a robust culture of customer service for small businesses in Fayetteville, and prioritizing economic growth and resiliency of restaurants, bars, and hotels as well the arts and entertainment industry.

4. SUBMITTAL REQUIREMENTS:

The Proposer shall provide adequate information that will render it qualified and capable of effectively accomplishing the scope of services. The proposal will be reviewed by a Selection Committee which could include ranking. Since there is no assurance of the Proposer having any other opportunity to communicate its ability, the proposal response shall negate any ambiguity with respect to the Proposer's ability and approach.

All respondents shall submit the following information with submittal, at a minimum:

- a. *Methods and Approach* – Describe expected approach and identify each task. Describe the anticipated interaction with the City and a description of the method(s) which will be used to successfully accomplish the project. Provide a detailed timeline of the anticipated schedule for completing each task.
- b. *Scope of Work/Deliverables* – Provide deliverables for the Scope of Work outlined by the City in this RFP.
- c. *Qualifications and Experience* – Provide relevant information regarding previous experience related to developing similar projects or contracts completed on behalf of cities or counties within the State of Arkansas or for other public entities outside of Arkansas during the past five (5) years. References in relation to similar projects is required. Proposals shall also provide information for all entities in which they are presently or have been engaged with during the past five (5) years. All proposers shall submit a minimum of three (3) governmental references, with work relationships within the past five (5) years.
 - i. Provide in this section, the company's primary business interest and/or operations including any affiliations.
- d. *List of Project Personnel* – Proposer shall provide a description of its staff and work force that will be assigned to effectively facilitate the requirements of this project. This description shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities. It is the desire of the City that senior level strategic input is provided at all stages of the project.
 - i. Resumes shall be no more than two pages (a page being defined as a single sided document), and shall include, at a minimum:
 - 1. Position title for each person assigned to this project;
 - 2. Tenure with Proposer for each person assigned to this project;
 - 3. Education of each person;
 - 4. Experience of each person;
 - 5. Estimated number of hours for each person assigned to this project;
 - 6. Total billable hourly rate for each person assigned to this project;
 - 7. Any other pertinent information related to this project
- e. *Availability* – Proposers shall describe the availability of project personnel and company to participate in this project in the context of the Proposer's other commitments.
- f. *Listing of all Fees* – Proposer shall clearly itemize and provide a list of all fees to cover the requested scope of work and deliverables. Proposer shall also provide an hourly rate for any additional work which is not included in the scope of work.

Fees proposed are extremely important; however, fees will not be the determining factor in the selection process. It is not the intent of the City of Fayetteville to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

Fee proposal shall clearly set forth the basis for the time and fees to be charged for the work proposed and at a minimum should contain the following information:

- i. Estimate of the number of hours to complete scope of services
- ii. Hourly rates for performing such services as indicated above
- iii. Any and all costs associated with this study including any tools to be used
 1. This shall include any software fees as well as applicable annual maintenance fees. Software pricing (initial fees and ongoing) shall include the City being able to stay on the most up to date version of the software.
- iv. Total firm fixed cost to complete this study, including a payment schedule
- v. Annual pricing for market updates, if so desired for completion by the City

City of Fayetteville shall not be liable for any expense incurred in connection with preparation of a response to this document. In addition, City of Fayetteville shall reserve the right to accept any part or the Proposer's entire fee schedule and to negotiate any charges contained therein, unless otherwise qualified by the Proposer.

5. 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.

6. CONTRACT TERMS:

The City of Fayetteville intends to enter a two-year contract with a suitably qualified organization with an option to renew for three (3) additional two (2) year terms.

7. CONTRACT ADMINISTRATION:

The Contract Administrator for this Request for Proposal (RFP) shall be the City of Fayetteville's assigned Project Manager. The City's selected Project Manager will:

- a. Provide the successful Proposer direction and monitor the results within the limits of the contract's terms and conditions.
- b. Manage issues which may arise as to quality and acceptability of services performed.
- c. Shall judge as to the accuracy of quantities submitted by the successful Proposer in payment requests and the acceptability of the services which these quantities represent.

- d. Serve as the point-of-contact for developing contract changes and amendments to be approved by City of Fayetteville.
- e. Shall act as City of Fayetteville's Representative during the execution of any subsequent contract and related amendments. All questions arising, subsequent to contract award, shall be addressed to the Purchasing Division.

7. 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.

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.
- 2) 20% **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) 30% **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) 10% **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) 20% **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 as additional information for this RFP:

- a. Attachment A – Draft of Section 1 Structure: Small Business Support, Retention, and Expansion, Economic Vitality Master Plan

CONTINUES ON NEXT PAGE

City of Fayetteville

RFP 24-06, Economic Development Services - Entrepreneurship & Innovation

SECTION C: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

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.**

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 #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

END OF RFP DOCUMENT

Economic Vitality Master Plan Excerpt

Small Business, Entrepreneurship, and Industry

Draft as of March 4, 2024

Proposed action items have not yet been approved by the City of Fayetteville



Economic Vitality Master Plan: Structure

The Small Business, Entrepreneurship, and Industry strategic focus area has **four overarching goals**, **nine supporting strategies**, and **70+ action items**.

Strategic Focus Areas

Drawing on a strategic planning approach, the Master Plan is segmented into three strategic focus areas:

1	Small Business, Entrepreneurship, and Industry
2	Economic Mobility, Workforce Development, and Employment
3	Growth Concept-Oriented Development

Framework

The Master Plan documents **goals**, **supporting strategies**, and **action items** for each of the strategic focus areas.

GOALS	Measurable, overarching, outcome-oriented, and time-based objectives for economic vitality work in Fayetteville
SUPPORTING STRATEGIES	Defined processes necessary to enact desired goals
ACTION ITEMS	Activities and programs that City staff and partners can begin implementing immediately

Goals

Small businesses, the creative economy, and the hospitality sector are three segments integral to Fayetteville's local economy. Continuing to grow and render these sectors more resilient to economic change is a focal point of the Small Business, Entrepreneurship, and Industry section of the Master Plan.

GOAL 1. Increase the one-year survival rate and five-year survival rate of new small businesses

- **1A.** Increase the one-year and five-year survival rates of **women-owned** small businesses, bringing them to parity with the overall small business population by 2034
- **1B.** Increase the one-year and five-year survival rates of **minority-owned** small businesses, bringing them to parity with the overall small business population by 2034
- **1C.** Increase the one-year and five-year survival rates of small businesses **owned by other historically disadvantaged groups** (e.g., individuals with disabilities, veterans), bringing them to parity with the overall small business population by 2034

GOAL 2. Achieve a 70% positive customer service score on new business license issuances and renewals

GOAL 3. Sustain a 20% annual growth rate for the accommodation and food services sector through 2029

GOAL 4. Increase the number of jobs within Fayetteville's targeted industry sectors from 63% to 70% of private sector employment by 2034

\$447.9M

Approximate Accommodation and Food Services taxable sales in 2022

\$23.1M

Approximate Arts, Entertainment, and Recreation taxable sales in 2022

Monthly Accommodation and Food Services Sales (2019-2022)



Source: NAICS

Monthly Arts, Entertainment, and Recreation Sales (2019-2022)



Source: NAICS

Supporting Strategies

Action items for the Small Business, Entrepreneurship, and Industry strategic focus area are aligned to each **supporting strategy** and will be assigned to one or more stakeholders. While action items are intended to steer the implementation of supporting strategies to achieve the City's economic development goals, this list is non-exhaustive and subject to change based on evolving community needs. Goals may be achieved without executing all action items detailed in this section, but action items represent an array of activities that can make our community more economically resilient.

SUPPORTING STRATEGY 1. Streamline pathways to entrepreneurship and eliminate barriers to entry for all residents

SUPPORTING STRATEGY 2. Target technical assistance and resources for historically disadvantaged small businesses and entrepreneurs

SUPPORTING STRATEGY 3. Provide tailored entrepreneurial support to artists and other members of the creative economy

SUPPORTING STRATEGY 4. Facilitate and support the expansion and retention of Fayetteville's small businesses

SUPPORTING STRATEGY 5. Partner with local anchor institutions (e.g., the University of Arkansas, Fayetteville Public Library) to accelerate the growth of local entrepreneurs

SUPPORTING STRATEGY 6. Focus on building a robust culture of customer service for entrepreneurs and small businesses

SUPPORTING STRATEGY 7. Prioritize continued economic growth and resiliency of restaurants, bars, and hotels

SUPPORTING STRATEGY 8. Prioritize continued economic growth and resiliency of arts, entertainment, and recreation

SUPPORTING STRATEGY 9. Deploy a proactive employer expansion and attraction program to create high-quality jobs paying living wages

Supporting Strategy 1. Streamline pathways to entrepreneurship and eliminate barriers to entry for all residents

ACTION ITEM 1. Identify and mitigate regulatory and marketing barriers for small businesses (e.g., changes to federal accredited investor regulations, providing coverage for ordinary income tax credits for investments in opportunity zones)

Ongoing Action Items

ACTION ITEM 2. Create an easily accessible, external one-pager posted online in multiple languages to identify required steps for starting a business in Fayetteville

ACTION ITEM 3. Streamline the business license approval process, including same-week approval for all business license applications

ACTION ITEM 4. Explore exempting home-based businesses from business license fees

Short-Term Action Items

ACTION ITEM 5. Work toward same-week approval for all commerce expansions in public right-of-way (e.g., sidewalk cafes, parklets)

ACTION ITEM 6. Audit the City's Code to identify potential impacts or barriers to entrepreneurship, removing and revising as needed

ACTION ITEM 7. Create an Entrepreneur in Residence program to apply entrepreneurial problem solving to municipal departmental challenges

ACTION ITEM 8. Create a tailored small business mentorship program, building on existing mentorship programs operated by local organizations and educational institutions.

Mid-Term Action Items

ACTION ITEM 9. Explore utilization of City-owned land in Downtown Fayetteville to create a micro-business park to enable high-traffic locations and infrastructure resource sharing

Long-Term Action Items

Supporting Strategy 2. Target technical assistance for historically disadvantaged small businesses and entrepreneurs

ACTION ITEM 10. Advocate for a federal benefits portal allowing individuals to view, choose, and pay for benefits (e.g., retirement, health insurance, tax-advantaged savings accounts, disability insurance) regardless of where the individual earns income

ACTION ITEM 11. Advocate for municipalities to have the ability to award a percentage of municipal purchasing contracts to historically disadvantaged businesses, similar to that of the State of Arkansas

ACTION ITEM 12. Advocate for municipalities to have the ability to dedicate a percentage of total purchasing contracts to businesses that have been in operation for less than five years

Ongoing Action Items

ACTION ITEM 13. Create a woman-owned business mentorship program, tailoring to the needs of women entrepreneurs and ensuring mentors are representative of the mentee population

ACTION ITEM 14. Provide targeted awareness of the City's small business resources, including technical support, legal assistance, location analysis and market research, broadband access, finance, and mentorship for businesses owned by women, minorities, and other historically disadvantaged groups

ACTION ITEM 15. Advocate for entrepreneurial ecosystem leaders to host events and trainings in partnership with other local organizations and companies for women- and minority-owned business owners

Supporting Strategy 2. Target technical assistance for historically disadvantaged small businesses and entrepreneurs (cont.)

ACTION ITEM 16. Provide minority-, woman-, veteran-, and neurodiverse-owned businesses engagement opportunities (e.g., trade fairs, networking opportunities) to increase social capital and expand networks

ACTION ITEM 17. Create an accessible, inclusive resource distribution center that provides customized support to underserved business groups

ACTION ITEM 18. Pursue Department of Labor grant funding opportunities to establish an on-the-job training program with local Black-owned businesses

ACTION ITEM 19. Raise awareness of micro-financing and small dollar loan options for women and minority residents

Short-Term Action Items

ACTION ITEM 20. Create and promote a woman- and minority-owned business education program with structured curriculum on intellectual property, product development, marketing, commercialization, SBIR/STTR grant, negotiation, contractual agreements, finance and capital opportunities, and platform-based retail

ACTION ITEM 21. Promote and support SBIR/STTR workshop for women and minority residents

ACTION ITEM 22. Raise awareness about on-demand trainings provided by the Arkansas Procurement Technical Assistance Center (PTAC) and host in-person trainings in Fayetteville

ACTION ITEM 23. Advocate for the creation of a Fayetteville Minority Enterprise Development (MED) Week, bringing awareness to women and minority entrepreneurs

Supporting Strategy 2. Target technical assistance for historically disadvantaged small businesses and entrepreneurs (cont.)

ACTION ITEM 24. Form a Small Business Advisory Committee composed of diverse business owners, which will meet with the City's Economic Vitality Director to aid with implementation of the Economic Vitality Master Plan

Mid-Term Action Items

ACTION ITEM 25. Launch a public-private alliance of businesses, nonprofits, entrepreneurial support organizations, and the City that are committed to providing business support services to and fostering business networks for women in Fayetteville

ACTION ITEM 26. Support development and operation of a small-batch manufacturing facility

Long-Term Action Items

Supporting Strategy 3. Provide tailored entrepreneurial support to artists and other members of the creative economy

ACTION ITEM 27. Host educational events on financial literacy and the process for residents declaring themselves as artists on all applicable local, state, and federal business and tax forms

ACTION ITEM 28. Communicate educational opportunities and resources proactively and with accessibility to artists in mind

ACTION ITEM 29. Pursue partnerships with artist-focused entrepreneurial services organizations (e.g., Artists, Inc., Creative Capital)

Ongoing Action Items

ACTION ITEM 30. Integrate the creative economy into existing and future entrepreneurial programming funded by the City of Fayetteville

Short-Term Action Items

Supporting Strategy 4. Facilitate the expansion and retention of Fayetteville's small businesses

ACTION ITEM 31. Contact at least 150 small businesses a year to assess where they are in the business life cycle they are operating and to provide technical assistance

ACTION ITEM 32. Consider expanding shovel-ready sites on City-owned Commerce Park land, reserving properties for small businesses

ACTION ITEM 33. Include entrepreneurship and small business-related development tools in workforce development training programs (e.g., customer discovery, digital marketing, Lean Canvas, risk management)

ACTION ITEM 34. Pursue renewed federal grant funding to reestablish a small business accelerator program

ACTION ITEM 35. Identify Fayetteville's emerging and expanding industry sectors and attract small- and medium-sized companies in complementary industries from other states

Ongoing Action Items

ACTION ITEM 36. Launch a marketing campaign encouraging small businesses across industry sectors to engage in omni-channel sales (e.g., e-commerce)

Short-Term Action Items

ACTION ITEM 37. Create an evergreen funding source (e.g., revolving loan fund, revenue-based investment fund) and other resources to support businesses' expansion plans, pursuing federal funding to establish the program

Mid-Term Action Items

ACTION ITEM 38. Establish an Evergreen Cooperative to promote the expansion of employee-owned businesses and to retain legacy institutions critical to the fabric of Fayetteville's economy

ACTION ITEM 39. Leverage, expand, and strengthen a place-based identity or brand for locally produced goods and services to support local makers and entrepreneurs

Long-Term Action Items

Supporting Strategy 5. Partner with local anchor institutions to accelerate the growth of local entrepreneurs

ACTION ITEM 40. Advocate for the placement of entrepreneurial assets and programming in Downtown Fayetteville

ACTION ITEM 41. Assist with the full activation of and programming by the Fayetteville Public Library's Center for Innovation, including the maker market program

ACTION ITEM 42. Grow the City's annual startup event to a multiple-day festival, adding professional development and educational offerings

Ongoing Action Items

ACTION ITEM 43. Create an entrepreneurial hub through the Urban Libraries Council

ACTION ITEM 44. Create a standard hand-off mechanism to connect student-run startups with local resource providers

Short-Term Action Items

ACTION ITEM 45. Explore establishing an International Entrepreneurship Retention program

Mid-Term Action Items

Supporting Strategy 6. Focus on building a robust culture of customer service for entrepreneurs and small businesses

ACTION ITEM 46. Convene the top ten fastest growing small businesses on an annual basis to promote continuous customer service improvement and startup ecosystem development

Ongoing Action Items

ACTION ITEM 47. Amend the City's business license application to include customer service-related questions upon initial issuance of a business license as well as upon annual renewal and compare performance to a 2023 baseline moving forward

ACTION ITEM 48. Publish a request for proposal in 2024 to continue the City's Entrepreneurship and Innovation services contract

Short-Term Action Items

ACTION ITEM 49. Enable the Department of Economic Vitality to provide Entrepreneurship Impact Statements for ordinances and code changes that impact small businesses

Mid-Term Action Items

Supporting Strategy 7. Prioritize continued economic growth and resiliency of restaurants, bars, and hotels

ACTION ITEM 50. Expand Outdoor Refreshment Areas throughout Fayetteville, focusing first on areas with high concentrations of accommodation and food service businesses

ACTION ITEM 51. Launch a marketing and awareness campaign focused on local hospitality workers' contributions to the community

Ongoing Action Items

ACTION ITEM 52. Leverage the City's purchasing power to reduce the cost of sustainable to-go containers (e.g., BPI-certified compostable) by opening a request for proposal to lock in a price for five years

ACTION ITEM 53. Advocate for the revision of Section 5.62 and 5.63 of Title 5, Subtitle F of Alcoholic Beverage Control regulations, which prevents private clubs from purchasing alcohol from distributors

ACTION ITEM 54. Advocate for the repeal of Section 3-3-211 of Title 3 of Alcoholic Beverage Control regulations, which prohibits the sale of intoxicating liquors on Christmas Day

ACTION ITEM 55. Advocate to revise Section 5.47 of Title 5, Subtitle F of Alcoholic Beverage Control regulations, which prevents private clubs from advertising in a wet area without first saying "Notice to Members"

Mid-Term Action Items

ACTION ITEM 60. Partner with a coalition of municipalities to advocate for revising Section 1.20, Subtitle C of the Alcoholic Beverage Control regulations, which requires outdoor service areas to be defined by fencing or barriers and include "no alcoholic beverages beyond this point" signs and prevents serving alcohol at parklets and sidewalk cafes

Long-Term Action Items

ACTION ITEM 56. *Possible Item addressing third party delivery fees. Staff currently researching.*

ACTION ITEM 57. Utilize Department of Labor apprenticeship programs to expand workforce training options for accommodation and hospitality businesses and to increase employee retention

ACTION ITEM 58. Partnering with the University of Arkansas's Division of Food and Life Sciences, host human resources and professional development opportunities for hospitality and accommodation workers, including mental wellness resources

ACTION ITEM 59. Explore creating a benefits cooperative for accommodation and hospitality businesses, providing benefits including affordable health, dental, and vision insurance

Supporting Strategy 8. Prioritize continued economic growth and resiliency of arts, entertainment, and recreation

ACTION ITEM 61. Continue to implement the Parking Master Plan to improve service, technology, availability, and convenience for residents and businesses

ACTION ITEM 62. Survey the creative economy (i.e., NAICS code 71 – Arts, Entertainment, and Recreation) as part of the City’s future business retention and expansion services

ACTION ITEM 63. Continue to advocate for the expansion of state-level film tax credits through the Arkansas Film Commission

Ongoing Action Items

ACTION ITEM 64. Explore the consolidation of the Entertainment District and the Downtown Business District into one parking district to ensure consistent application of programs and rate structures

ACTION ITEM 65. Explore the creation of a municipal level tax rebate program, tax credit, or other incentive to supplement the State of Arkansas’s existing programs to support grassroots and independent film production, encourage local production hiring practices, and retain local industry talent in Fayetteville

Short-Term Action Items

ACTION ITEM 66. Explore developing a promotional campaign to bring awareness to local business establishments, showcasing local art as a means of increasing business traffic and providing exposure to the local creative economy

ACTION ITEM 67. Explore developing an external live-work-play marketing campaign through Experience Fayetteville to promote local art and the creative economy as contributing factors to Fayetteville’s quality of life

Mid-Term Action Items

Supporting Strategy 9. Deploy a proactive employer expansion and attraction program to create high-quality jobs paying living wages

ACTION ITEM 68. Survey the largest 50 employers and the 25 startups with the highest growth potential through the City's existing business retention and expansion program

ACTION ITEM 69. Develop and maintain a proactive employer recruitment strategy, including, but not limited to, traveling to surrounding markets to meet prospective industry employers at incumbent locations and attending Site Selector conference

ACTION ITEM 70. Develop and maintain strong relationships with site selection professionals by biannually attending Consultant Connect Summits

Ongoing Action Items

ACTION ITEM 74. Conduct a workforce needs assessment to understand the current labor-related opportunities and challenges facing target industry sectors

ACTION ITEM 75. Explore partnerships with post-secondary institutions, the local public school system, and regional employers to align K-12 career and technical education and post-secondary offerings with local labor demand within target industries

Short-Term Action Items

ACTION ITEM 71. Pursue employers in targeted industry sectors (i.e., information technology, healthcare, research and development, specialized manufacturing and packaging, professional services, the circular economy, and the creative economy)

ACTION ITEM 72. Inventory active businesses within each of Fayetteville's targeted industry sectors to promote sustained collaboration and job growth

ACTION ITEM 73. Support local and state entities, working groups, consortia, and companies pursuing federal funding opportunities to pilot and scale programs creating jobs in Arkansas's innovation economy and advancing technology-based economic development

2020 Startup Junkie Metrics and ROI

ROI:

24 Month Output Metrics



- We served **1,042** Fayetteville entrepreneurs through **1,122** one-on-one high quality free consulting, mentoring, counseling, training, support, and assistance engagements (all of which went virtual starting in March 2020 and beyond)
 - **289** women owned ventures
 - **154** minority owned ventures
 - **53** veteran owned ventures
 - Companies ranging from Little Bird Systems to NLMG
- **256** Event, Workshop, and Program engagements in Fayetteville serving **19,560 attendees**



ROI:

24 Month Outcome Metrics of Fayetteville Ventures

- **685** net new jobs created
- **\$90,078,000** in capital raised
- **\$1,630,000** in grants (state and federal) secured
- **261** new products, services, and solutions brought to market
- **72** patents and patent applications
- **19** SBIR and STTR awards
- **51** unique Fayetteville retail, restaurant, and accommodation ventures assisted through multiple on going and in depth engagements

(Top 5 bullets based on survey data received from **98** Fayetteville venture companies)

Pandemic Response Recap:

Improvise Adapt Overcome



- Increased the cadence of virtual no-cost consulting sessions with small business owners and startups dealing with the existential issues due to COVID-19.
- Actively participated in the regional entrepreneurial support organization (ESO) COVID-19 task force to ensure regional coordination of support for small business and startups.
- First to complete a region wide impact survey with over 400 local small business responses at the outset of the crisis to ensure the statewide emergency declaration happened in a timely fashion. **This was a critical step in getting access to EIDL funding.**
- First to provide near daily guidance relaying the latest federal and state aid updates for small businesses, (Cares Act, EIDL, and AEDC programs and incentives – Guides in English and **translated to Spanish in partnership with UA Social Innovation Team – 1st Page of Google Search on PPP**).
- Increased the cadence, quality and reach of the Startup Junkies Podcasts (200+ episodes reach 100 countries). High profile guests included – **Steve Case (AOL Founder, Rise of the Rest, Sam Parr, The Hustle, Sara Frey of Frey Farms)**. Bringing greater visibility to the City of Fayetteville, and providing Fayetteville entrepreneurs timely information, education, and inspiration.
- Active partnership with the City on COVID-19 task force and emergency management and disaster response regarding the small business and startup community.
- Provided active support to the super-regional EcoPotential NGO task force to align supply and demand of PPE and to identify new US-based sources.
- Actively participated in the statewide Maker task force aimed at creating new sources of PPE locally.
- **Developed and launched a comprehensive digital library of small business, innovation, and entrepreneurial educational content on the Startup Junkies YouTube Channel available for Fayetteville entrepreneurs.**
- Provided key support of the City's monumental Outdoor Refreshment Area (ORA) initiative, from inception to launch and execution. Critical to helping drive business to our local small businesses while helping mitigate COVID-19.
- Persistent advocacy to Federal and State authorities for key programs and incentives to support the small business and startup community during the entire pandemic.
- Developed and published specific bold policy initiatives to drive inclusive small business, startup, and employment growth that build on Kauffman Foundation recommendations for America's New Business Plan.
- Along with deciphering massive amounts of legalese and Federal government jargon into a series of publications explaining PPP, EIDL, and other government programs during the pandemic, we also produced a number of publications guiding small business through the pandemic. [Examples like "Tips And Recommendations For Ventures and Small Businesses Amid COVID-19" can be found here.](#)

What's Next:

Accelerate Recovery

Ley CARES:

Comprensión del programa de protección para cheques de pago



- Continue high cadence of virtual events providing critical and timely education, information, and inspiration for Fayetteville entrepreneurs.
- Continue virtual one-on-one no cost consulting sessions with Fayetteville entrepreneurs facing the existential on going threat from COVID-19.
- Continue our events aimed to provide additional support for the underserved communities (minority, women, and veteran entrepreneur focused) in Fayetteville.
- Continue to ensure our educational materials and key communications are in multiple languages.
- Continue support of the vibrant and high impact Outdoor Refreshment Area (ORA) program.
- Continue to work with the City's Small Business Resiliency Task Force on strategic focus areas going forward – **Drive new innovative programs and outreach to increase impact and accelerate recovery.**
- **Lead and grow the only active angel investment group in Arkansas – Ark Angel Alliance. This will provide increased capital access to Fayetteville entrepreneurs.**
- January 2021 release of the book – **Creating Startup Junkies – Building Sustainable Venture Ecosystems in Unexpected Places. Establishing Fayetteville as a thought leader, and bringing incredible positive increased visibility to City.**

2021 and 2022 Startup Junkie Metrics and ROI

**Startup Junkie Update:
January 1, 2021-December 31, 2022**



Deliverable 1: Support a collaborative entrepreneurial & innovative environment.

- We continue serve as the reliable direct point of contact for entrepreneurship, innovation and startup efforts:
 - 100% engagement for the City's Economic Recovery and Vitality Steering Committee planning work.
 - Assistance developing the 2022 Economic Vitality Master Plan.
 - 100% engagement of the Regional Entrepreneurial Support Organization Task Force.
- Dedication of one FTE to the Department.
- Continue to execute our successful Startup BRE Program which entails regular health checks on Fayetteville ventures to ensure both growth and to address challenges. Connecting many ventures to the Director and the Mayor for them to personally visit.
- Facilitation with the UA OEI and Arkansas Research Alliance, the exploration of a National Science Foundation Regional Innovation Engine, of which significant collaborative entrepreneurial activity will occur in Fayetteville, with partners from across the state and beyond. In September we submitted to the NSF for the Type 1 award, and if awarded, will be of direct benefit to the City's economic vitality work.



**Startup Junkie Update:
January 1, 2021-December 31, 2022**



**Startup Junkie Update:
January 1, 2021-December 31, 2022**



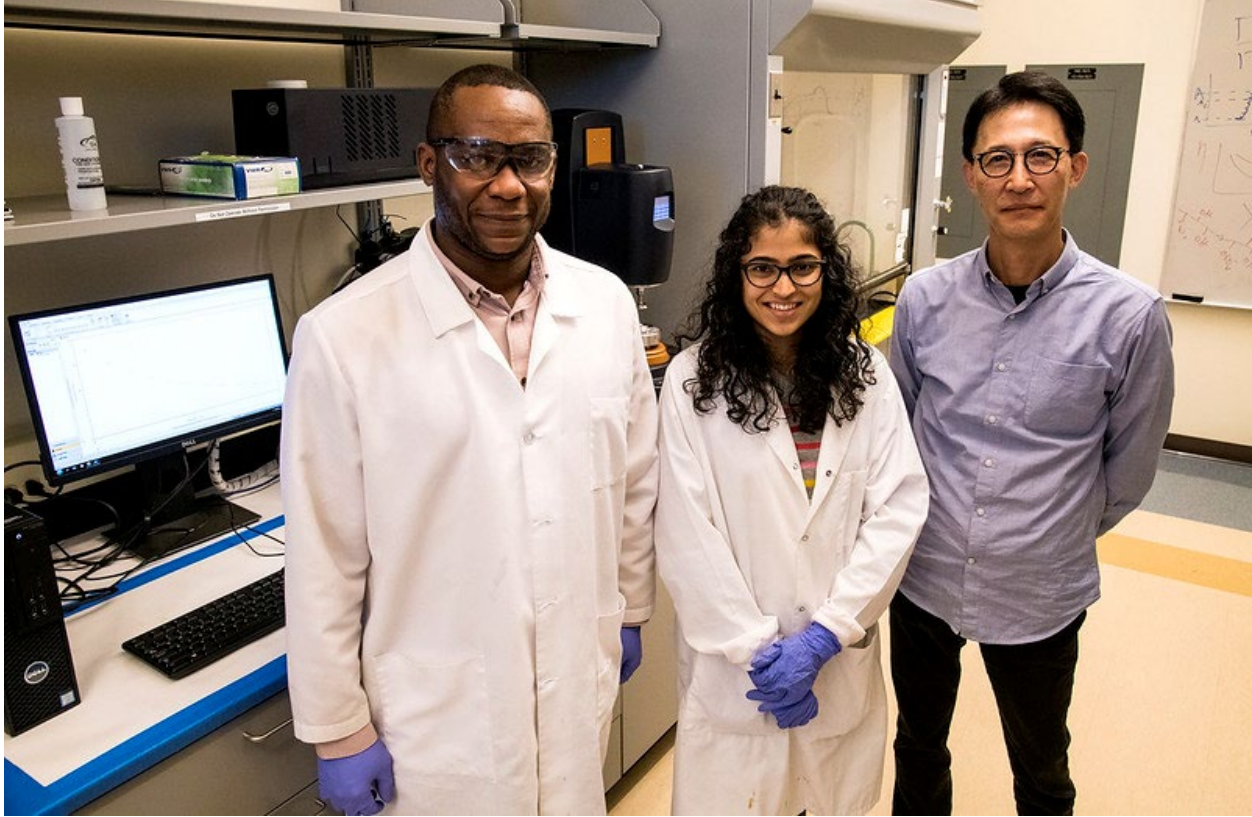
**Startup Junkie Update:
January 1, 2021-December 31, 2022**



Deliverable 2: Increase high-tech job growth and University Partnerships.

- **889** new jobs created.
 - Ex. AcreTrader still on track to grow to over 200 high wage jobs in Downtown Fayetteville
- **15** SBIR/STTR awards secured by Fayetteville ventures over the past two years.
- Continued to maintain a close working relationship with the UA, and companies that operate at the ARTP.
 - Examples: **BiologicsMD**, **Nanomatronix**, **CatalyzeH2O**, **Celludot**, **OzarkIC** and others that have secured millions in SBIR/STTR funding, and/or employ high tech workers in Fayetteville.
- Facilitate and continue to grow one of the only active angel investment group in Arkansas – Ark Angel Alliance. This provides increased capital access to Fayetteville entrepreneurs.

**Startup Junkie Update:
January 1, 2021-December 31, 2022**



Deliverable 3: Create innovative spaces and programs to support entrepreneurs.

- Continue to operate CenterSpace on the Fayetteville square. **CenterSpace costs over \$60,000 per year to keep open (this is the lease and utilities cost). CenterSpace provides:**
 - No cost day use co-working for entrepreneurs.
 - No cost reservation of the conference room for entrepreneurs needing to hold offsite meetings.
 - Primary location for leading virtual and in person no cost 1:1 consulting engagements with Fayetteville entrepreneurs.
 - In the past two years approximately **2,600** community members have utilized the CenterSpace conference room at no charge for their offsite meetings and other various meetings for their small businesses.
- High cadence of events throughout the past two years:
 - HER Entrepreneur Journey led by SJF's Martha Londagin
 - GameChangers
 - Startup Stories
 - In 2021 rather than Startup Crawl, we held a Vaccine Clinic at CenterSpace in partnership with Community Clinic.
- WILDLY successful 2022 Startup Crawl:
 - Approx. 2000 attendees

**Startup Junkie Update:
January 1, 2021-December 31, 2022**

- 13 breweries
- 4 bands
- 50 participating venture companies
- Packed Startup Weekend NWA held on the Fayetteville Square in the Pryor Center.
 - 100+ attendees
 - 11 ventures created
- Led and facilitated **183** virtual and in-person world class entrepreneurship and innovation focused event, workshop, and program engagements in Fayetteville over the past two years serving **12,579** attendees.



**Startup Junkie Update:
January 1, 2021-December 31, 2022**



Guía Actualizada 2021



Programa de Protección de Cheques de Pago



Deliverable 4: Expand and enhance Workforce Development, Attraction, and Retention through entrepreneurship education opportunities at all levels.

- Continued our targeted events that provide entrepreneurship education at all levels.
- Continued building a comprehensive digital library of small business, innovation, and entrepreneurial educational content on the Startup Junkies YouTube Channel available for Fayetteville entrepreneurs.
 - **254 educational publications produced, available free to Fayetteville entrepreneurs.**
 - **Approximately 127 hours of content, available at no cost to our community members.**
- Continued to deliver regular free webinars on a variety of marketing, finance, HR, and leadership topics with subject matter experts from across the country.
- Continue the widely recognized **Startup Junkies Podcast** that delivers lessons learned and education available to Fayetteville entrepreneurs at no cost. Many instances featuring Fayetteville entrepreneurs, providing them increased national and global visibility. **This program brings significant positive visibility globally to the City of Fayetteville. The podcast has Over 320 episodes downloaded in 100 countries and is ranked in the top 2.5% of all podcast globally out of nearly 3,000,000.**



**Startup Junkie Update:
January 1, 2021-December 31, 2022**



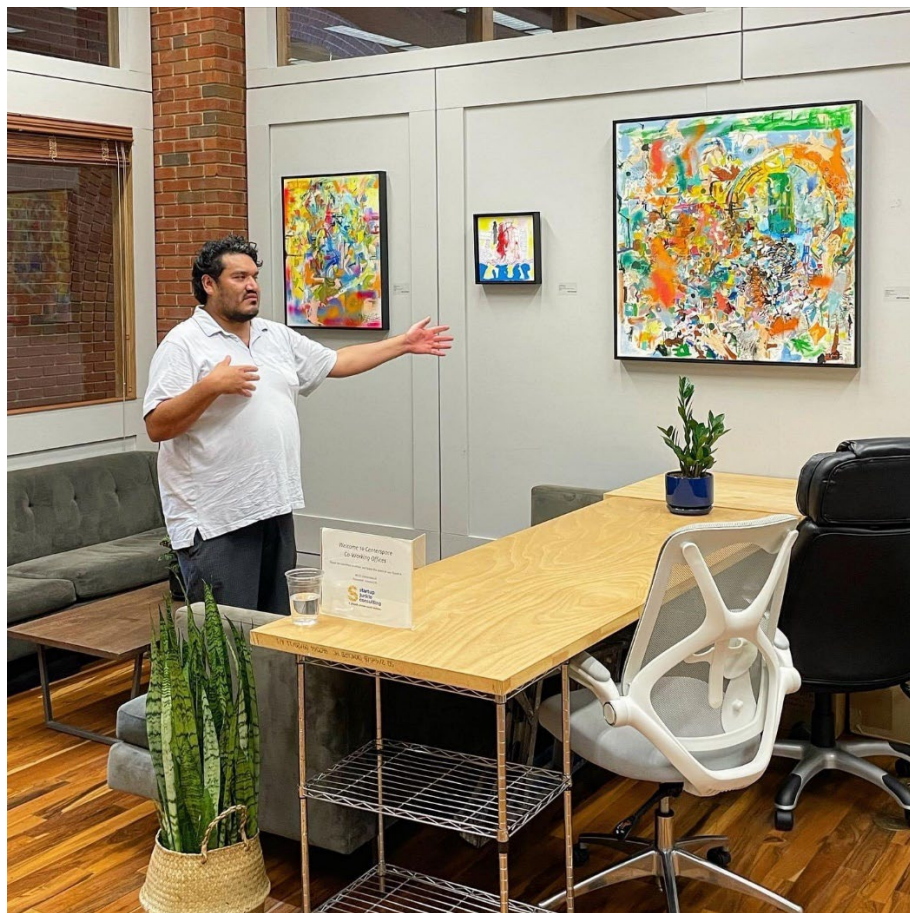
Deliverable 5: Support, Foster, and Expand entrepreneurship through retail and restaurant development.

- Continue to serve new Fayetteville retail and restaurant ventures through high quality no cost 1:1 consulting and mentoring. **108** of these ventures served through high quality no-cost in-depth 1:1 consulting, counseling, and mentoring.
- Actively lead virtual and in person events on digital marketing and ecommerce to help provide maximum information and education to Fayetteville entrepreneurs looking to expand their business online. Led and facilitated **24** of these engagements over the period serving community entrepreneurs.
- Provided high quality on-going assistance to NWA ventures looking to expand their presence in Fayetteville.
- Continued partnership with the UA Food Innovation Center to ensure Fayetteville food entrepreneurs have the support they need.
- In addition to new starts, continue to support existing and growing Fayetteville retail and restaurant ventures.

**Startup Junkie Update:
January 1, 2021-December 31, 2022**



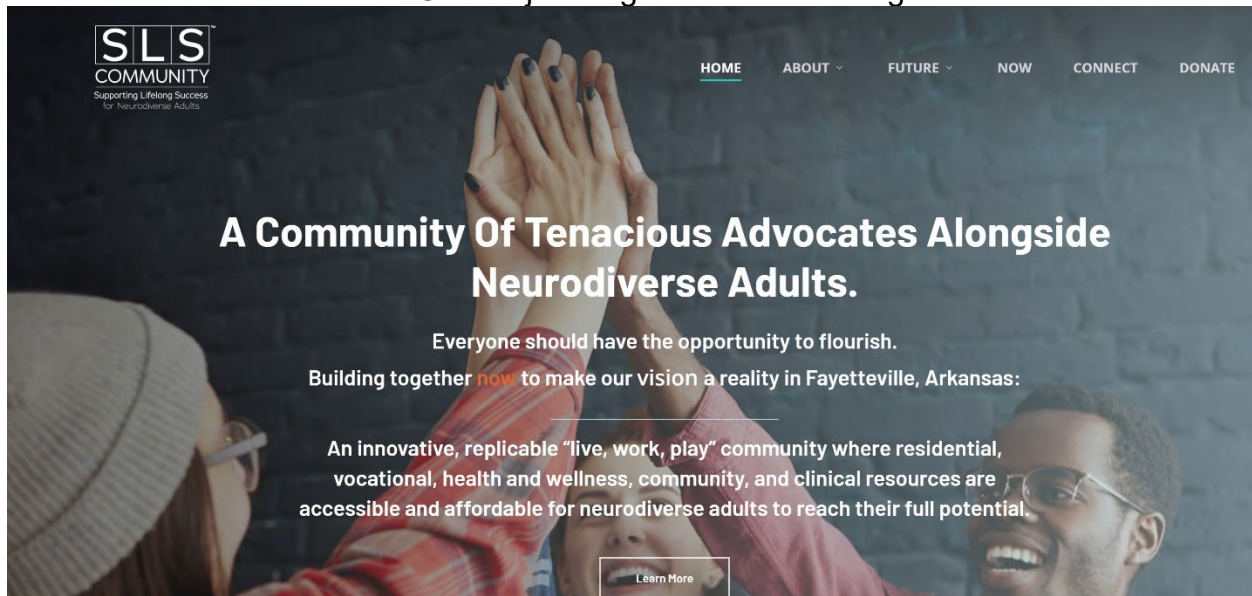
**Startup Junkie Update:
January 1, 2021-December 31, 2022**



**Startup Junkie Update:
January 1, 2021-December 31, 2022**

Additional notable project: Spectrum Living Solutions.

- Continued work on the SLS Community development project to advance the progress and services for developmentally disabled adults which included a substantial expansion of soft-surface trail connectivity from the City to Kessler Park and a master plan that includes major state and national players in the SLS Campus buildout. Sadly, the late Ashton McCombs passed away. We are honored to have his son, Naval Academy Graduate, former Marine Officer, and Duke MBA Ashton McCombs jr taking the lead of the organization.



ROI: Output and Outcome Metrics.

- We served **881** Fayetteville entrepreneurs through **898** one-on-one high quality free consulting, mentoring, counseling, training, support, and assistance engagements
 - **326** women owned ventures
 - **188** minority owned ventures
 - **39** veteran owned ventures
- Success stories like AcreTrader. Based on the Fayetteville square, on track to create over 200+ high wage jobs here. AcreTrader makes investing in farmland more accessible and inclusive.

AcreTrader was referenced in Steve



Startup Junkie Update:
January 1, 2021-December 31, 2022

Case's most recent book, *The Rise of the Rest* as being a shining example of the sort of amazing, scalable businesses that are being created in the Heartland. Steve Case was the founder and CEO of AOL.

- Success Stories like The Shops at Brick City that now provides affordable and accessible space to over 100 Fayetteville small businesses. Brick City serves as an amazing small footprint retail incubator.



- Success stories like Ozark IC. Ozark IC is a world-leading development and manufacturing venture for harsh environment electronics. Their solutions solve major operating environment problems in hypersonic engines, spacecraft, and deep well geothermal. **The company has been recognized as a MassChallenge winner and has major Aerospace, Defense, and Energy Sector customers.**



**Startup Junkie Update:
January 1, 2021-December 31, 2022**

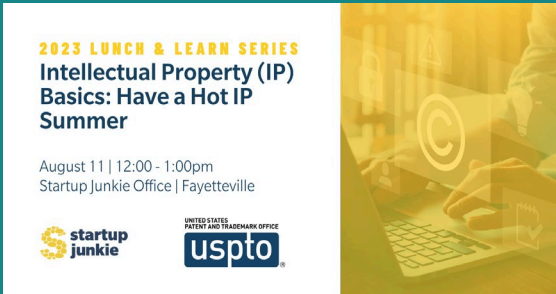
- Success stories like CatalyzeH2O. CatalyzeH2O, <https://catalyzeh2o.com/>. CatalyzeH2O's proprietary water remediation solution addresses the root causes of so many inefficiencies in the water treatment industry by offering a truly destructive treatment technique instead of adsorbing the toxic compounds. What makes CatalyzeH2O stand out as a possible company that could expand our portfolio is that rather than choose between environmentally friendly tech and high-performance solutions, Catalyze has proposed an innovation that does both. We are excited about the company's submission to the National Science Foundation's Small Business Innovation Research (SBIR) Phase I Program, and we look forward to seeing the company's growth because of the project.



- **183** Event, Workshop, and Program engagements in Fayetteville serving **12,579** attendees
- Outcome Metrics
 - **889 new jobs created**
 - **\$67,940,847 in private capital raised**
 - **\$22,636,918 in grants (state and federal) secured**
 - **3912 new products, services, and solutions brought to market**
 - **148 patents and patent applications**
 - **15 SBIR and STTR awards**
 - **108 unique Fayetteville retail, restaurant, and accommodation ventures assisted through multiple on going and in depth engagements**
 - **Top 5 bullets based on survey data received from 105 Fayetteville venture companies**

2023 Startup Junkie Metrics and ROI

What We Do



Deliverable 1: Support a collaborative entrepreneurial & innovative environment

Deliverable 2: Increase high-tech job growth and University Partnerships

Deliverable 3: Create innovative spaces and programs to support entrepreneurs

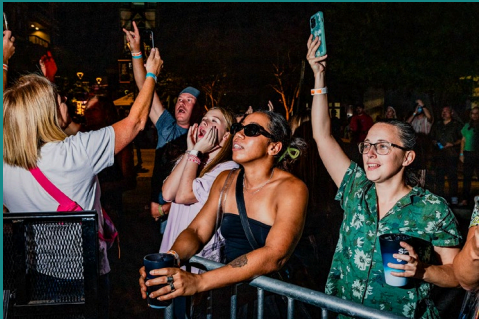
Deliverable 4: Expand and enhance Workforce Development, Attraction, and Retention through entrepreneurship education opportunities at all levels

Deliverable 5: Support, Foster, and Expand entrepreneurship through retail and restaurant development

Deliverable 6: Special Project Support



Startup Crawl:

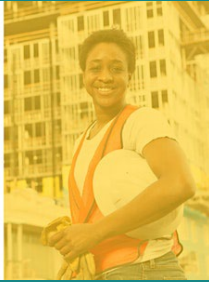


--**2023 Startup Crawl** was the largest entrepreneurship and innovation focused event in Arkansas, Missouri, and Oklahoma. This has become a title event for the City of Fayetteville and draws attendees from across the country.

- Over 3000 attendees
- Over 70 participating ventures
- 14 breweries
- Sister Hazel



Impact ROI



- We served **476** Fayetteville entrepreneurs through **454** one-on-one high quality no cost consulting, mentoring, counseling, training, support, and assistance engagements
- 147** women owned ventures
- 84** minority owned ventures
- 20** veteran owned ventures
- Companies ranging from OurPharma to Prelude
- Executed **67** Event, Workshop, and Program engagements in Fayetteville serving **7,247** attendees
- 1.6** net new jobs created on average per Fayetteville venture over the year. Remarkable given inflation at 30-year highs and interest rates at 20-year highs.
- \$6,382,619 in private capital raised
- \$6,124,785 in public capital (grants, state and federal) secured
- 169 new products, services, and solutions brought to market
- 28 patents and patent applications
- 7 SBIR and STTR awards
- 23 unique Fayetteville retail, restaurant, and accommodation ventures assisted through multiple on going and in-depth engagements
- Incredible success stories ranging from CellUdot (winning \$1M NSF Grant) to Shops At Brick City (now offering easy to use ecommerce platform for their 100+ hosted Fayetteville small businesses)





MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council

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

FROM: Joanna Bell, Arts and Culture Director—Parks, Natural Resources and Cultural Affairs

SUBJECT: **Recommendation to formally establish the community art wall project as a program of the city.**

RECOMMENDATION:

The Fayetteville Arts Council (FAC) and Staff recommend approval of a resolution to formally establish the community art wall project (currently located at the decommissioned pump house at Poplar Street and the Razorback Greenway) as a program of the city.

BACKGROUND:

The Community Art Wall Pilot Project was created as a response to FAC discussions around graffiti abatement in the city. Since November of last year, the pilot project has been active at the decommissioned water department pump house. This initiative has successfully transformed that space into a dynamic public canvas for local artists. Over the past year, at least 17 full wall art pieces have been installed, plus countless smaller works. These pieces have included a wide range of artistic expressions, from graffiti and 3D art to whimsical and heartfelt creations. The installations have demonstrated the community's enthusiastic embrace of the project, making it a vibrant part of the city's cultural landscape.

DISCUSSION:

The Community Art Wall has received mostly positive feedback from the community, though there have been some concerns regarding the use of the wall for direct messaging. In response to this and with the one-year pilot period nearing its end, the FAC reviewed and proposed amendments to the rules governing the wall to ensure it remains a welcoming and positive space for all. The complete rules are attached, with changes from the pilot program rules highlighted.

The FAC voted unanimously at the July 17, 2024 meeting to recommend the continuation of the Community Art Wall as a permanent city program, recognizing its value as a platform for community engagement and artistic expression. As is best practice in programs of this kind, responsibility for the community adhering to the rules is placed directly in the hands of the community.

Given the nature of a free expression wall and the potential challenges around free speech, the FAC recommends City Council support this program through a formal resolution. This will not only legitimize the program but also provide a clear stance from the city on managing free expression in a public space.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

There is no immediate budget impact from making the Community Art Wall a permanent program. However, formalizing the program will enable more robust year-round programming, potentially attracting more community participation and possibly future funding opportunities.

ATTACHMENTS: Staff Review Form Community Art Wall, Community Art Wall Program - Background Brief



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-433

Recommendation to formally establish the community art wall project as a program of the city.

A RESOLUTION TO FORMALLY ESTABLISH THE COMMUNITY ART WALL PROJECT LOCATED AT THE DECOMMISSIONED PUMP HOUSE AT POPLAR STREET AND THE RAZORBACK GREENWAY

WHEREAS, the Community Art Wall Pilot Project was created as a response to the Fayetteville Arts Council (FAC) discussions around graffiti abatement in the city; and

WHEREAS, since November 2023, the pilot project has been active at the decommissioned water department pump house; and

WHEREAS, the initiative has successfully transformed that space into a dynamic public canvas for local artists; and

WHEREAS, over the past year, at least 17 full wall art pieces have been installed, plus countless smaller works that have included a wide range of artistic expressions, from graffiti and 3D art to whimsical and heartfelt creations; and

WHEREAS, the FAC voted unanimously at the July 17, 2024 meeting to recommend the continuation of the Community Art Wall as a permanent city program, recognizing its value as a platform for community engagement and artistic expression; and

WHEREAS, given the nature of a free expression wall and the potential challenges around free speech, the FAC recommends City Council support this program through a formal resolution that will not only legitimize the program but also provide a clear stance from the city on managing free expression in a public space.

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 formally establishes the Community Art Wall Project located at the decommissioned pump house at Poplar Street and the Razorback Greenway.

City of Fayetteville Staff Review Form

2024-433

Item ID

8/27/2024

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

Joanna Bell

8/14/2024

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Fayetteville Arts Council (FAC) and Staff recommend approval of a resolution establishing the Community Art Wall located a (currently located at the decommissioned pump house at Poplar Street and the Razorback Greenway) as a permanent program of the city.

Budget Impact:

n/a

n/a

Account Number

Fund

n/a

n/a

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:

Community Art Wall Pilot Program Report

Since November of last year, the City of Fayetteville has been engaged in the Community Art Wall pilot project. This initiative, which came out of Fayetteville Arts Council (FAC) discussions around graffiti has transformed the site into a vibrant and interactive canvas for local artists. The wall has become a dynamic public space, featuring at least 17 distinct large format works that showcased a wide array of artistic styles and expressions. The artwork displayed over the past year has ranged from stunning street art and pop culture tributes, such as “El Barto” and a 3D Mario World, to more whimsical creations like alligators cruising in cars. The wall has also hosted deeply personal and community-oriented expressions, including a heartfelt marriage proposal and the collaborative “Draw Your Own Cat Wall.”

Community Response

The Community Art Wall has been met with enthusiastic participation from local artists and largely positive feedback from the broader community. The creative use of the wall has underscored its value as an engaging public space that fosters artistic expression. However, the project has not been without its challenges. A few citizens have raised concerns about the use of the wall for direct messaging, particularly when it comes to sensitive content.

Considerations and Recommendations for the Future

In response to both the successes and the challenges of the pilot project, the FAC reviewed the project to make recommendations regarding its future. This included considering whether the project should continue beyond the pilot phase, what changes to the rules might be necessary, and how those rules should be enforced. After thorough deliberation, the FAC unanimously recommended that the Community Art Wall be transitioned into a permanent city program.

To ensure the program works as intended, the FAC has proposed several key updates to the rules. They suggest changing “Keep it Positive” to “Keep it Kind”: This revision emphasizes the importance of fostering a respectful environment. They also recommend adding “Keep it Creative”. This new rule focuses on encouraging artistic expression that enhances community pride and maintains an inclusive atmosphere.

Additionally, per city attorney’s recommendation, the rules will include a “Terms of Use” clause, clarifying that the walls are public property of the City of Fayetteville. The city reserves the right to paint over artwork, restrict or prevent painting, or remove the walls at any time for any reason. Artists who choose to paint on this wall waive any rights or expectations under the Visual Artists Rights Act.

Community Enforcement: The FAC also recommends that adherence to these rules be placed in the hands of the community, and that the city refrain from intervening with or altering the artwork on the walls. The expectation is that while the city maintains the right to remove the walls or stop the project, the city does not take on the judgement of what does or does not meet the spirit of the rules. This is the practice of all the public art walls that staff researched as FAC considered making the program permanent.



THE RULES

The rules for the art wall are framed as “Keep It” rules. This emphasizes that the community is responsible for maintaining the space to be able to keep the Community Art Wall Program.

The pilot program rules were:

- **Keep it positive:** No hate speech, explicit, political, or gang-related content.
- **Keep it here:** Respect the neighborhood—only mark on the pumphouse walls.
- **Keep it respectful:** Expect artwork turnover. Date your work and paint over older work first.
- **Keep it clean:** Dispose of waste properly. Use safety gear and nontoxic materials.

The revised rules will be:

- **Keep it Kind:** Don't be hurtful. No hate speech, explicit content, political messages, or gang-related content.
- **Keep it Here:** Respect the neighborhood—only mark on the pumphouse walls.
- **Keep it Respectful:** Expect artwork turnover. Document and date your work and paint over older work first when possible.
- **Keep it Clean:** Dispose of waste properly. Use safety gear and non-toxic materials.
- **Keep it Creative:** Focus on artistic/artful expression that maintains a welcoming space for everyone.
- **Terms of Use:** These walls are public property of the City of Fayetteville. The City maintains the right to paint over artwork, restrict or prevent painting, or remove the walls at any time for any reason. By choosing to paint on this wall, you are hereby waiving any right or expectation under the Visual Artists Rights Act (VARA).



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **VAC-2024-0014: Vacation (1215 N. KINGS DR/WILLIAMS, 408): Submitted by TOMMY WISE-EHLERS for property located at 1215 N. KINGS DR. in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.61 acres. The request is to vacate 0.07 acres of street right-of-way.**

RECOMMENDATION:

Staff and Planning Commission recommend approval of VAC-2024-0014 as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A 10-foot utility easement is dedicated or remains with existing gas line being center of said easement;
3. The power pole and down guys at the northeast corner area of the property remain outside of the right-of-way being vacated.

BACKGROUND:

The subject property is in east Fayetteville on N. Kings Drive and is currently developed with a single-family home that County records indicate was constructed in 1961. The property is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre, and appears to have been platted in 1954 with the Edgewood Addition. The property is within the Hillside-Hilltop Overlay District.

Request: The applicant proposes to vacate 0.07 acres of right-of-way that was platted with a replat in 1954 of the Edgewood Addition subdivision. The applicant requests its vacation to apply for a building permit for a front porch with associated improvements.

DISCUSSION:

Staff and the Planning Commission recommend in favor of the requested right-of-way vacation, finding it does not serve a public purpose. All required documents have been received by City staff with no objections identified from adjacent property owners or franchise utilities. As originally platted in the mid-1950s, the right-of-way also appears to have been platted in excess of current master street plan standards for Residential Link Streets, which is the classification for N. Kings Drive. Standard Residential Link Streets require 26 feet of right-of-way from street centerline. At the subject property this is exceeded, varying between 50.7 and 50.8 feet of right-of-way from the street centerline. The applicant is requesting to vacate the right-of-way to align with typical master street plan standards and leave 26 feet from the street centerline in place. The vacation would

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

also relieve the property owner of an existing, non-conforming, front setback encroachment. Where 15-foot setbacks are currently required, portions of the structure, including the front staircase, are currently encroaching into that dimension. The item was placed on the Planning Commission's consent agenda and no public comment has been received by staff.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF, EXHIBIT A, EXHIBIT B, Planning Commission Staff Report



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-434

VAC-2024-0014: Vacation (1215 N. KINGS DR/WILLIAMS, 408): Submitted by TOMMY WISE-EHLERS for property located at 1215 N. KINGS DR. in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.61 acres. The request is to vacate 0.07 acres of street right-of-way.

AN ORDINANCE TO APPROVE VAC-24-14 FOR PROPERTY LOCATED AT 1215 NORTH KINGS DRIVE IN WARD 3 TO VACATE A 0.07 ACRE PORTION OF STREET RIGHT-OF-WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of street right-of-way is not required for corporate purposes.

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 vacates the portion of street right-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or relocation of existing facilities will be at the property owner/developer's expense;
2. A 10-foot utility easement shall be dedicated with the existing gas line being the center of the easement; and
3. The power pole and down guys at the northeast corner of the property remain outside of the right-of-way being vacated.

City of Fayetteville Staff Review Form

2024-434

Item ID

9/3/2024

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

Jonathan Curth

8/16/2024

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2024-0014: Vacation (1215 N. KINGS DR/WILLIAMS, 408): Submitted by TOMMY WISE-EHLERS for property located at 1215 N. KINGS DR. in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.61 acres. The request is to vacate 0.07 acres of street right-of-way.

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:

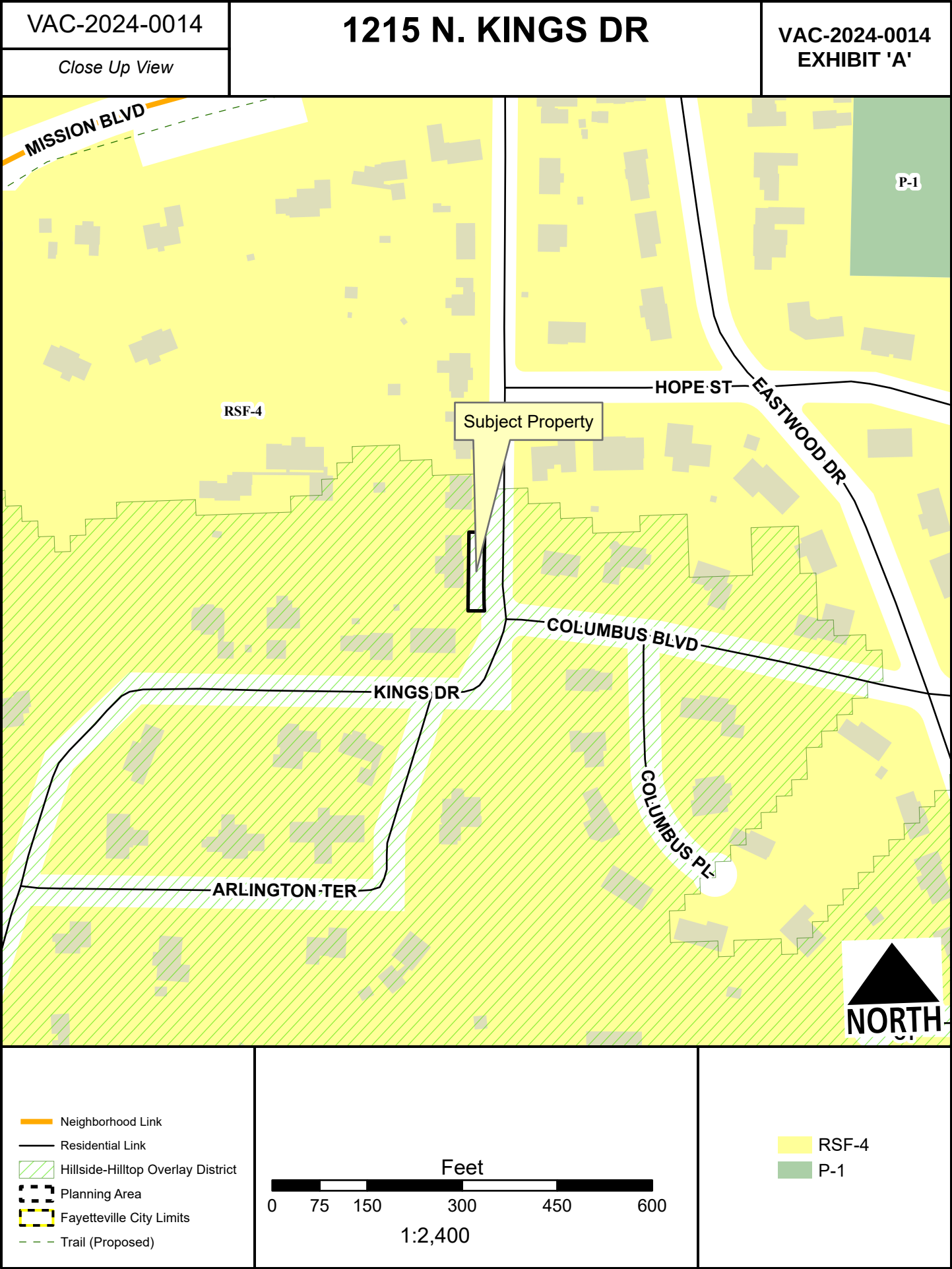
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

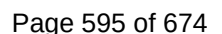
Original Contract Number:

Comments:



LEGAL DESCRIPTION FOR RIGHT-OF-WAY VACATION FOR LOT 7 EDGEWOOD
ADDITION

TOTAL ACREAGE
PARCEL #765-05041-000
LOT 7
0.62 ACRES +/-





TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: August 12, 2024 **Updated with results from 8/12/2024 PC Meeting**

SUBJECT: **VAC-2024-0014: Vacation (1215 N. KINGS DR/WILLIAMS, 408):**
Submitted by TOMMY WISE-EHLERS for property located at 1215 N. KINGS DR. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.61 acres. The request is to vacate 0.07 acres of street right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC-2024-0014** to the City Council with a recommendation of approval, with conditions.

RECOMMENDED MOTION:

*"I move to forward **VAC-2024-0014** to the City Council with a recommendation of approval, with conditions as outlined by staff."*

BACKGROUND:

The subject property is in east Fayetteville on N. Kings Drive and is currently developed with a single-family home that County records indicate was constructed in 1961. The property is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre, and appears to have been platted in 1954 with the Edgewood Addition. The property is within the Hillside-Hilltop Overlay District. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre

Proposal: The applicant proposes to vacate 0.07 acres of right-of-way that was platted with a replat in 1954 of the Edgewood Addition subdivision. The applicant requests its vacation to apply for a building permit for a front porch with associated improvements.

DISCUSSION:

City of Fayetteville staff recommends in favor of the requested right-of-way vacation, since all final documents have been received by City staff with no objections or issues identified. Though originally platted in the mid-1950s, the right-of-way also appears to have been platted in excess of current master street plan standards for Residential Link Streets, which typically requires 26 feet from street centerline. Currently, there is a varying width of between 50.7 and 50.8 feet of

right-of-way from the street centerline. The applicant is requesting to vacate the right-of-way to align with typical master street plan standards and leave 26-feet from the street centerline in place. The vacation would also relieve the property owner of an existing, non-conforming, front setback encroachment. Where 15-foot setbacks are currently required, portions of the structure, including the front staircase, are currently encroaching into that dimension.

Vacation Approval: The applicant has submitted the required vacation forms to the relevant City departments and franchise utility companies with the following responses.

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections, provided any damage or relocation of existing facilities will be at the property owner/developer's expense.
AEP/SWEPCO	No objections and no comment.
Black Hills Energy AR	No objections, provided a 10-foot utility easement is dedicated to remain with existing gas line being center of said easement.
AT&T	No objections, finding that based on provided data, the power pole and down guys at the northeast corner area of the property are outside the right-of-way being vacated.
Ozarks Electric	No objections and no comment.
<u>City of Fayetteville</u>	<u>Response</u>
Water/Sewer	No objections and no comment.
Solid Waste & Recycling	No objections and no comment.
Transportation	No objections and no comment.

Public Comment: Staff have not received any public comment regarding this request.

RECOMMENDATION: Staff recommends forwarding **VAC-2024-0014** to City Council with a recommendation of approval, with the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A 10-foot utility easement is dedicated or remains with existing gas line being center of said easement;
3. The power pole and down guys at the northeast corner area of the property remain outside of the right-of-way being vacated.

PLANNING COMMISSION ACTION: Required YES

Date: August 12, 2024

☐ Tabled

☒ Forwarded

☐ Denied

Motion: **Werner**

with a recommendation of
approval, with all conditions
as recommended by staff

Second: **Payne**

Vote: **7-0-0 (on consent agenda)**

BUDGET/STAFF IMPACT:

None

Attachments:

- Applicant Request Letter
- Applicant Petition to Vacate
- Survey – Right-of-way to be vacated
- One Mile Map
- Close-up Map
- Current Land Use Map

Street Right of Way Vacation Request

Address: 1215 N. Kings Dr.

Owners: Jennie and Brandon Williams

Dear Planning Commission and City Council members,

The intent of this right of way vacation request is to enable the property owners at 1215 N. Kings Dr. to renovate and add a front porch to their existing home. The home currently sits on the front building setback line; however, this is approximately 26' back from the current MSP right of way. We are proposing that the area between the current building setback line and MSP right of way be vacated so the property owners can utilize this area for their home renovation. They intend to add an approximately 10' x 10' covered front porch which would encroach upon the current front setback line. They also intend to complete other exterior renovations such as landscaping, painting, and window replacement, along with interior renovations. Adjusting the right of way to the current MSP right of way would allow them to accomplish these renovations.

Thank you for your consideration,



Tommy Wise-Ehlers, AIA

Architect

PETITION TO VACATE A STREET RIGHT-OF-WAY LOCATED IN LOT 7, EDGEWOOD ADDITION, CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street right-of-way hereinafter sought to be abandoned and vacated, lying in (lot 7, Edgewood Addition), City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way which is described as follows:

A PART OF THE PLATTED RIGHT-OF-WAY OF NORTH KINGS DRIVE, WHICH IS ADJACENT TO THE EAST SIDE OF LOT 7 OF EDGEWOOD ADDITION, FAYETTEVILLE, ARKANSAS AS PER THE FINAL PLAT OF SAID ADDITION FILED IN BOOK 1 AT PAGE 173 AND BOOK 413 AT PAGE 390, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING PIPE MARKING THE NORTHEAST CORNER OF SAID LOT 7 AND RUNNING THENCE S87°46'12"E 24.75' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF NORTH KINGS DRIVE, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: S02°21'34"W 78.20', ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 729.14' FOR A CHORD BEARING AND DISTANCE OF S01°20'55"W 36.52', ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 147.00' FOR A CHORD BEARING AND DISTANCE OF S02°23'15"E 9.53', THENCE LEAVING SAID RIGHT OF WAY N87°56'27"W 26.05' TO AN EXISTING PIPE MARKING THE SOUTHEAST CORNER OF SAID LOT 7, THENCE ALONG THE EAST LINE THEREOF N02°17'55"E 124.29' TO THE POINT OF BEGINNING, CONTAINING 0.07 ACRES, MORE OR LESS.

That the abutting real estate affected by said abandonment of the street right of way are lot 6, Edgewood Addition and lot 2, block 3, Virginia Hills Addition City of Fayetteville interest and welfare would not be adversely affected by the abandonment of the portion of the above described street right-of-way.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

Dated this 9 day of June, 2024.

Jennie McCain Williams

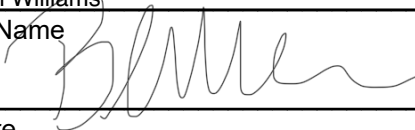
Printed Name



Signature

Brandon Williams

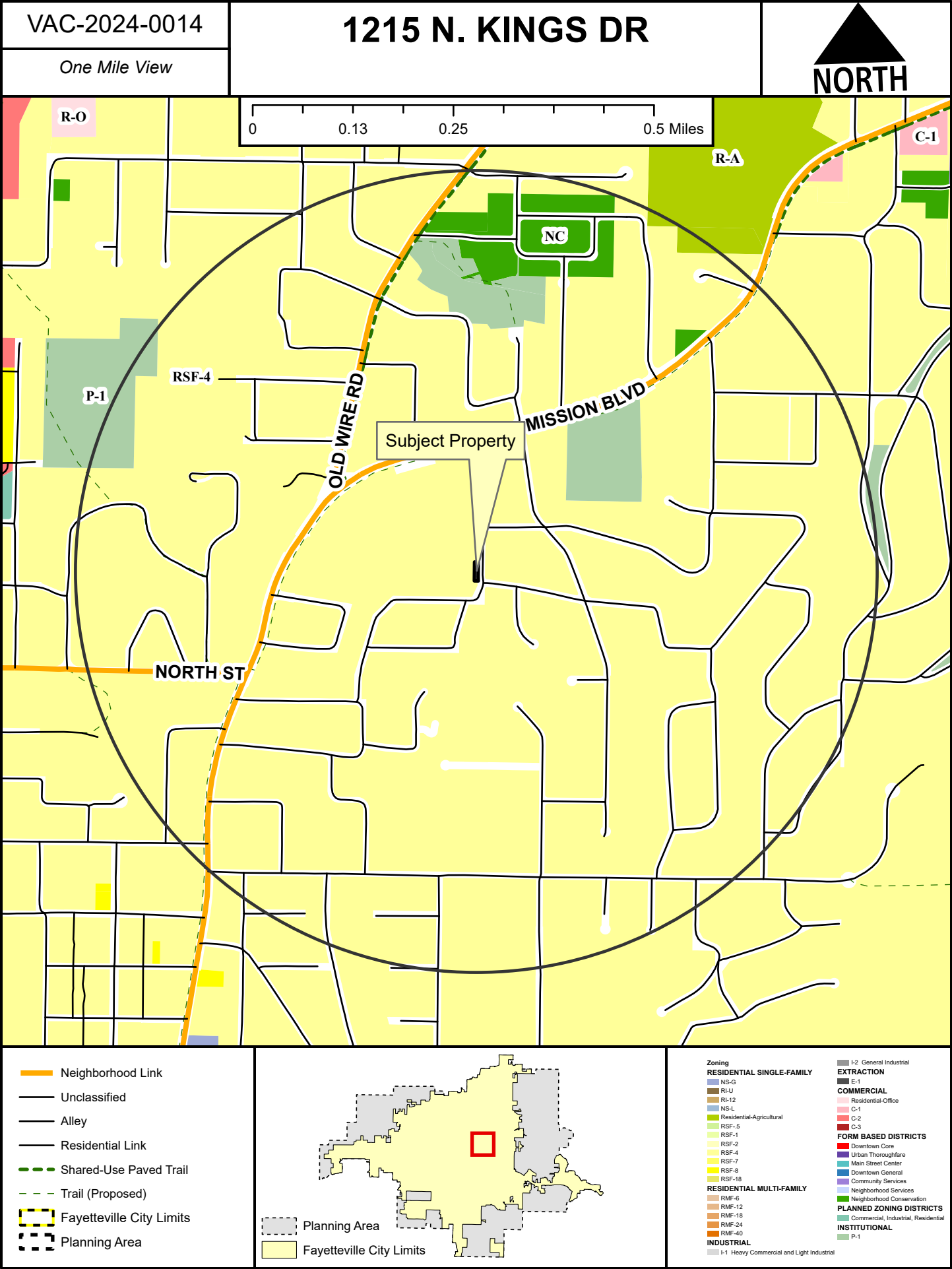
Printed Name

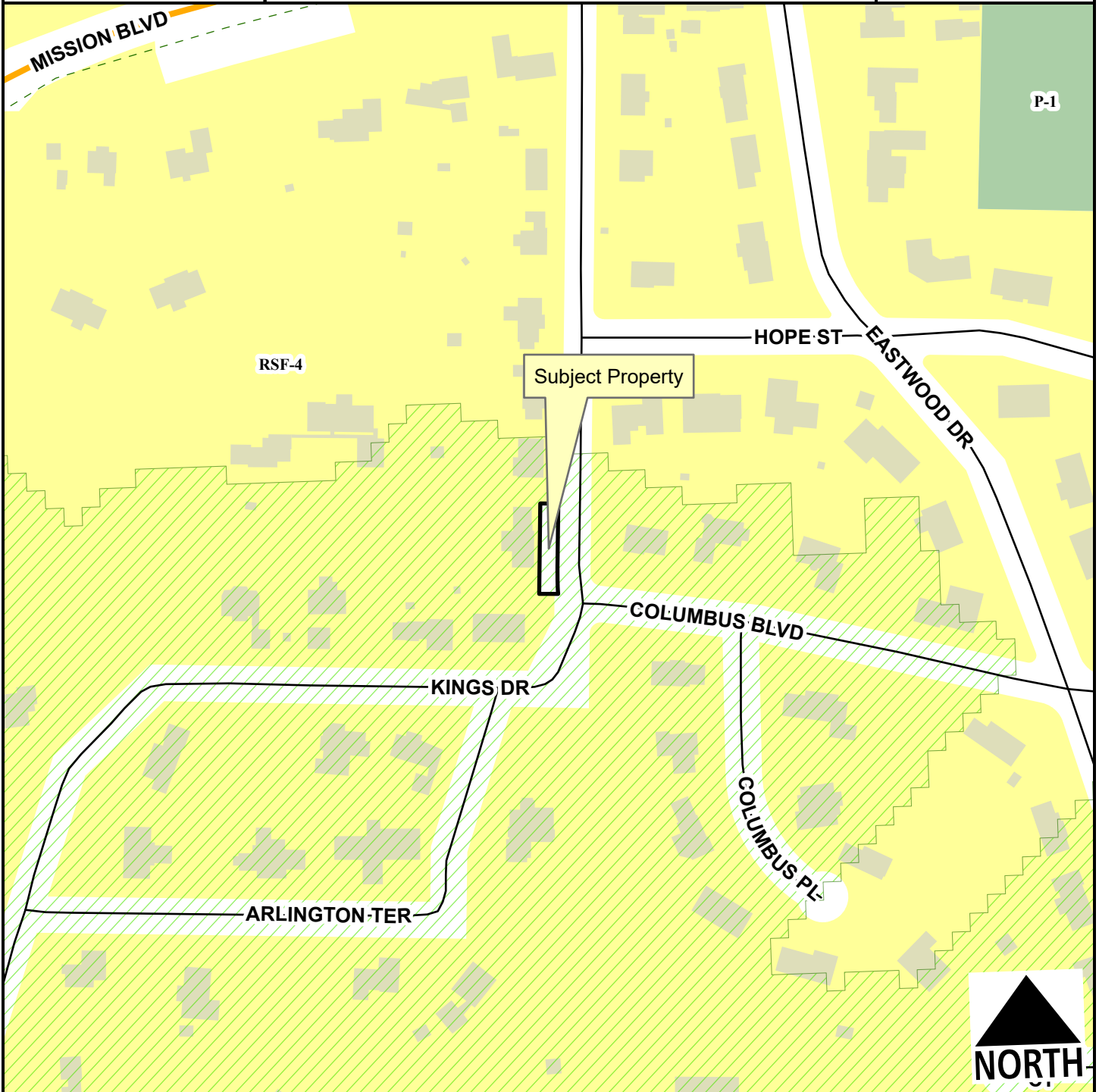


Signature

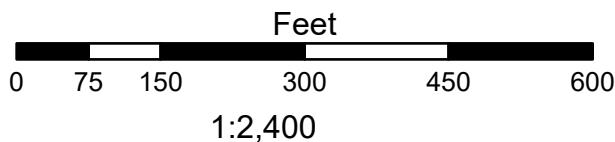
THE PROPERTY

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- Neighborhood Link
- Residential Link
- ▨ Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- - - Trail (Proposed)



RSF-4
P-1

VAC-2024-0014

1215 N. KINGS DR

Current Land Use



- Neighborhood Link
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **VAC-2024-0015: Vacation (210 W. RAVENSWOOD LN/STARR, 640): Submitted by SITEWISE CIVIL ENGINEERING PLLC for property located at 210 W. RAVENSWOOD LN. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.02 acres. The request is to vacate 0.26 acres of street right-of-way.**

RECOMMENDATION:

Staff and Planning Commission recommend approval of VAC-2024-0015 as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;

BACKGROUND:

The subject property is in south Fayetteville, approximately 0.30 mile northwest of the Fayetteville Country Club, and approximately 0.30 mile east of S. School Avenue. The property immediately adjacent to the subject right-of-way is zoned RSF-4 and encompasses Lots 145, 146, 147, and 148 of the County Club Estates Subdivision in. The entire property is located within the Hillside Hilltop Overlay District.

Request: The applicant proposes to vacate 0.26 acres of right-of-way that was platted in 1970 with the Country Club Estates, Phase 1 subdivision. The right-of-way was intended for development as a cul-de-sac that was never built and is currently functioning as a portion of the adjacent property owner's front yard.

DISCUSSION:

City of Fayetteville staff and the Planning Commission recommend in favor of the requested vacation, finding no public purpose served by the subject right-of-way. Additionally, all required consent documents have been received and evaluated by City staff with no objections or issues identified. With the right-of-way in question serving the aforementioned four discrete lots, albeit under the same ownership, the County Assessor will make the final determination on how the right-of-way is distributed to the adjacent property. The item was placed on the Planning Commission consent agenda, and no public comment has been received.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF, EXHIBIT A, EXHIBIT B, Planning Commission Staff Report

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-435

VAC-2024-0015: Vacation (210 W. RAVENSWOOD LN/STARR, 640): Submitted by SITEWISE CIVIL ENGINEERING PLLC for property located at 210 W. RAVENSWOOD LN. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.02 acres. The request is to vacate 0.26 acres of street right-of-way.

AN ORDINANCE TO APPROVE VAC-24-15 FOR PROPERTY LOCATED AT 210 WEST RAVENSWOOD LANE IN WARD 1 TO VACATE A 0.26 ACRE PORTION OF STREET RIGHT-OF-WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of street right-of-way is not required for corporate purposes.

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 vacates the portion of street right-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the condition that any damage to or relocation of existing facilities will be at the property owner/developer's expense.

City of Fayetteville Staff Review Form

2024-435

Item ID

9/3/2024

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

Jonathan Curth

8/16/2024

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2024-0015: Vacation (210 W. RAVENSWOOD LN/STARR, 640): Submitted by SITEWISE CIVIL ENGINEERING PLLC for property located at 210 W. RAVENSWOOD LN. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.02 acres. The request is to vacate 0.26 acres of street right-of-way.

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:

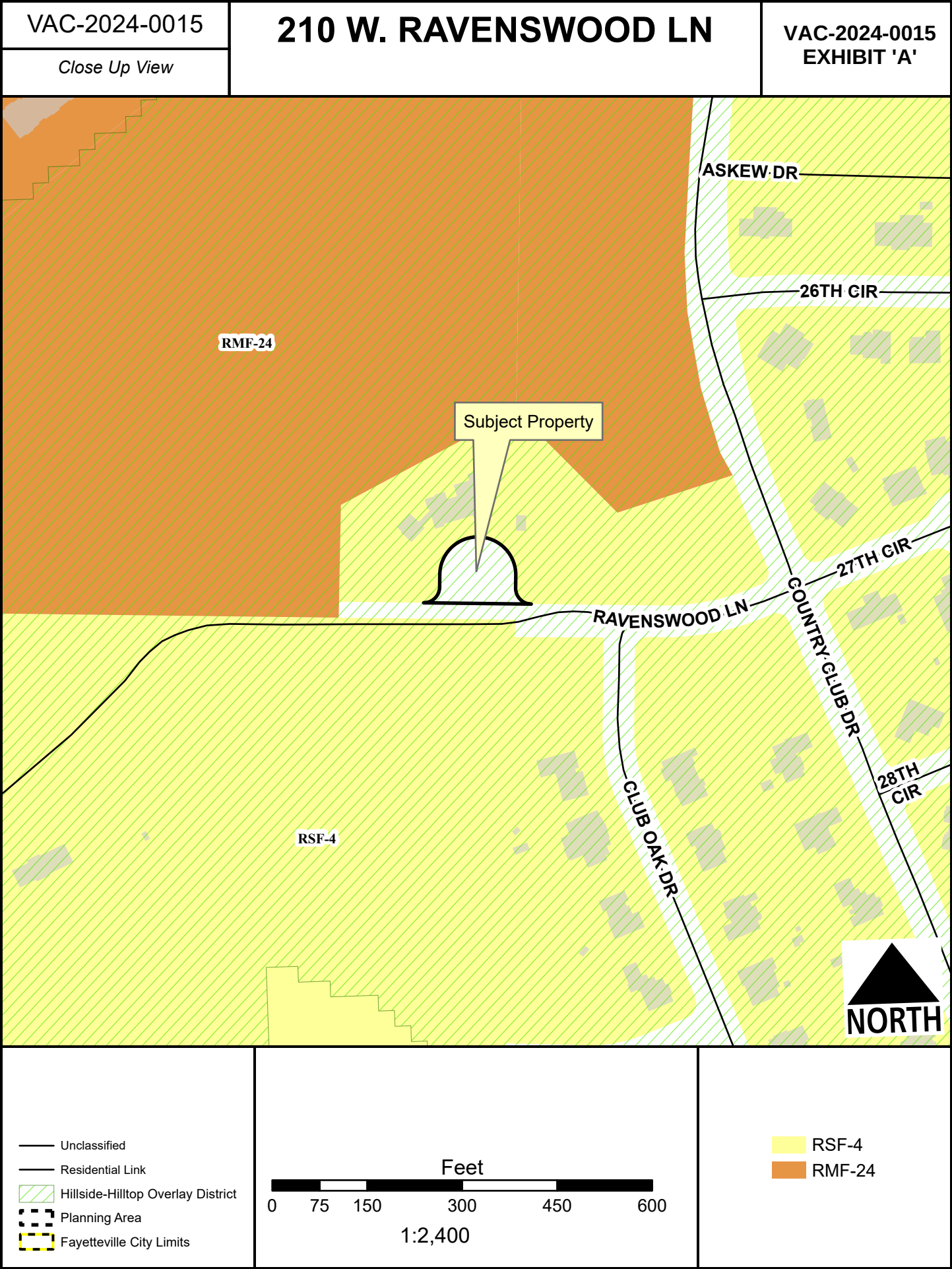
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:





JORGENSEN
+ASSOCIATES
Civil Engineering · Surveying

VAC-2024-0015
EXHIBIT 'B'

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
www.jorgensenassoc.com
Established 1985

PARCEL #765-04231-000:

LOTS 145, 146, 147 & 148, AS SHOWN ON FINAL PLAT OF COUNTRY CLUB ESTATES ADDITION, PHASE 1, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS PER PLAT OF SAID ADDITION FILED IN PLAT BOOK 3, PAGE 460, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

RIGHT OF WAY TO BE VACATED:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 28, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 145, AS SHOWN ON FINAL PLAT OF COUNTRY CLUB ESTATES, PHASE I, PLAT BOOK 3, PAGE 460, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND RUNNING S87°18'50"E 133.53 FEET TO THE TRUE POINT OF BEGINNING, AND RUNNING THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N47°41'10"E 35.36 FEET; THENCE N02°41'10"E 20.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AND WHOSE LONG CHORD BEARS S87°18'50"E 120.00 FEET; THENCE S02°41'10"W 20.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S42°18'50"E 35.36 FEET; THENCE N87°18'50"W 170.00 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.26 ACRES, OR 11,323 SQUARE FEET, MORE OR LESS.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: August 12, 2024 **Updated with results from 8/12/2024 PC Meeting**

SUBJECT: **VAC-2024-0015: Vacation (210 W. RAVENSWOOD LN/STARR, 640):**
Submitted by SITEWISE CIVIL ENGINEERING PLLC for property located at 210 W. RAVENSWOOD LN. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.02 acres. The request is to vacate 0.26 acres of street right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC-2024-0015** to the City Council with a recommendation of approval, with conditions.

RECOMMENDED MOTION:

*"I move to forward **VAC-2024-0015** to the City Council with a recommendation of approval, with conditions as outlined by staff."*

BACKGROUND:

The subject property is in south Fayetteville, approximately 0.30 mile northwest of the Fayetteville Country Club, and approximately 0.30 mile east of S. School Avenue. The property is zoned RSF-4 and encompasses lots 145, 146, 147, and 148 that were platted with the County Club Estates Subdivision in 1970. The entire property is located within the Hillside Hilltop Overlay District. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped	RMF-24, Residential Multi-Family, 24 Units per Acre
South	Undeveloped/Rural Residential	RSF-4, Residential Single-Family, 4 Units per Acre
East	Undeveloped	RSF-4, Residential Single-Family, 4 Units per Acre
West	Undeveloped	RMF-24, Residential Multi-Family, 24 Units per Acre

Proposal: The applicant proposes to vacate 0.26 acres of right-of-way that was platted in 1970 with the Country Club Estates, Phase 1 subdivision. The right-of-way is a cul-de-sac that was never developed and is currently functioning as the adjacent property owner's front yard.

DISCUSSION:

City of Fayetteville staff recommends in favor of the requested right-of-way vacation, since all final documents have been received by City staff with no objections or issues identified. Staff finds that while the right-of-way in question technically serves 4 lots that are still legal lots of record since they do not appear to have been formally combined through a property line adjustment, the

County assessor would have to finalize how the right-of-way would get redistributed to the adjacent property.

Vacation Approval: The applicant has submitted the required vacation forms to the relevant City departments and franchise utility companies with the following responses.

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections, provided any damage or relocation of existing facilities will be at the property owner/developer's expense.
AEP/SWEPCO	No objections and no comment.
Black Hills Energy AR	No objections and no comment.
AT&T	No objections and no comment.
Ozarks Electric	No objections and no comment.
<u>City of Fayetteville</u>	<u>Response</u>
Water/Sewer	No objections and no comment.
Solid Waste & Recycling	No objections and no comment.
Transportation	No objections and no comment.

Public Comment: Staff have not received any public comment regarding this request.

RECOMMENDATION: Staff recommends forwarding **VAC-2024-0015** to City Council with a recommendation of approval, with the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>August 12, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Werner	with a recommendation of approval, with all conditions as recommended by staff				
Second: Payne					
Vote: 7-0-0 (on consent agenda)					

BUDGET/STAFF IMPACT:

None

Attachments:

- Applicant Request Letter
- Applicant Petition to Vacate
- Survey – Right-of-way to be vacated
- One Mile Map
- Close-up Map
- Current Land Use Map

June 24, 2024

Planning Commission
c/o Jessica Masters - Development Review Manager
125 W Mountain Street
Fayetteville, AR 72701



RE: 210 W. Ravenswood Ln. – Right-of-Way Vacation

The property owner of 210 W. Ravenswood Ln. is requesting to vacate the right of way of an undeveloped and obsolete cul-de-sac totaling 11,323 SF, or 0.26 acres, that is functioning as the front yard of 210 W. Ravenswood Lane (Parcel # 765-04231-000). Please refer to Exhibits 1 and 2 for images. The right-of-way in question was dedicated in 1968 via the Country Club Addition Plat and has not been developed since that time. The intent of this vacation request is to relieve the subject parcel of the encumbrance of a cul-de-sac that has never been constructed and that is no longer necessary. Vacation of the ROW would allow the property owner the ability to make enhancements to an area of the property that currently functions as the property's front lawn. Should the right-of-way be vacated, what remains is an existing platted 25' wide right-of-way along the southern boundary of the parcel consistent with the connectivity goals of the City.

Thank you for your consideration. If I can be of any further assistance, please contact me at zhixson@sitewisecivil.com.

Respectfully submitted,

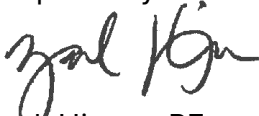

Zach Hixson, PE



Exhibit 1: Photo of existing right-of-way/front lawn of subject parcel.



Exhibit 2: Aerial image of proposed right-of-way/front lawn of subject parcel.

**PETITION TO VACATE RIGHT-OF-WAY LOCATED IN COUNTRY CLUB ESTATES ADDITION,
CITY OF FAYETTEVILLE, ARKANSAS**

TO: The Fayetteville City Planning Commission and The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the right-of-way hereinafter sought to be abandoned and vacated, lying in Country Club Estates Addition Phase I, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way which is described as follows:

PARCEL #765-04231-000:

LOTS 145, 146, 147 & 148, AS SHOWN ON FINAL PLAT OF COUNTRY CLUB ESTATES ADDITION, PHASE 1, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS PER PLAT OF SAID ADDITION FILED IN PLAT BOOK 3, PAGE 460, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

RIGHT OF WAY TO BE VACATED:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 28, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 145, AS SHOWN ON FINAL PLAT OF COUNTRY CLUB ESTATES, PHASE I, PLAT BOOK 3, PAGE 460, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND RUNNING S87°18'50"E 133.53 FEET TO THE TRUE POINT OF BEGINNING, AND RUNNING THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS N47°41'10"E 35.36 FEET; THENCE N02°41'10"E 20.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AND WHOSE LONG CHORD BEARS S87°18'50"E 120.00 FEET; THENCE S02°41'10"W 20.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S42°18'50"E 35.36 FEET; THENCE N87°18'50"W 170.00 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.26 ACRES, OR 11,323 SQUARE FEET, MORE OR LESS.

That the abutting real estate affected by said abandonment of the right-of-way within Country Club Estates Addition, City of Fayetteville, used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described right-of-way.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said right-of-way.

Dated this 16th day of may, 2024.

Printed Name

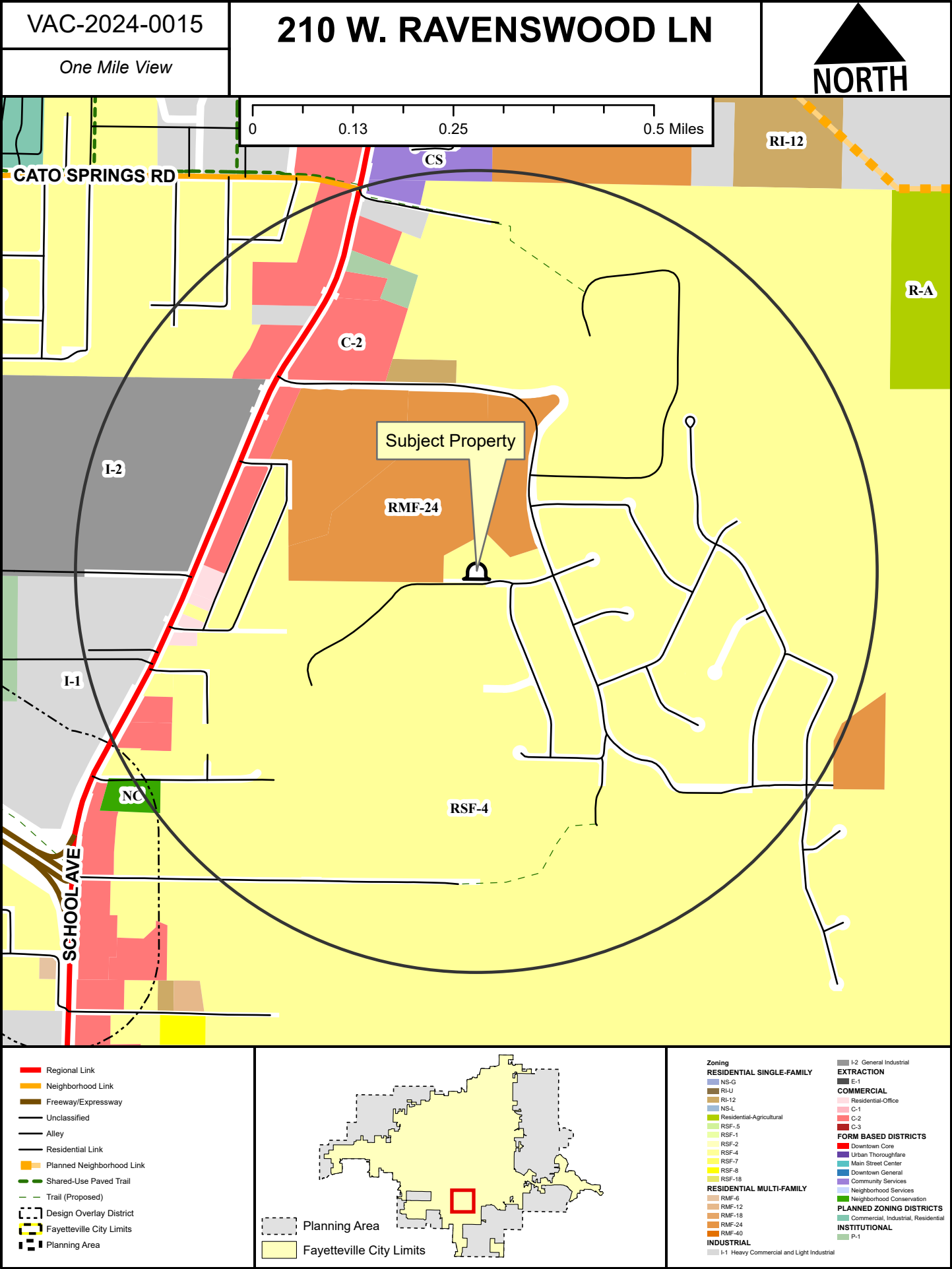
JOE F. STARR, JR., TRUSTEE
WILMA J. STARR REV TRUST

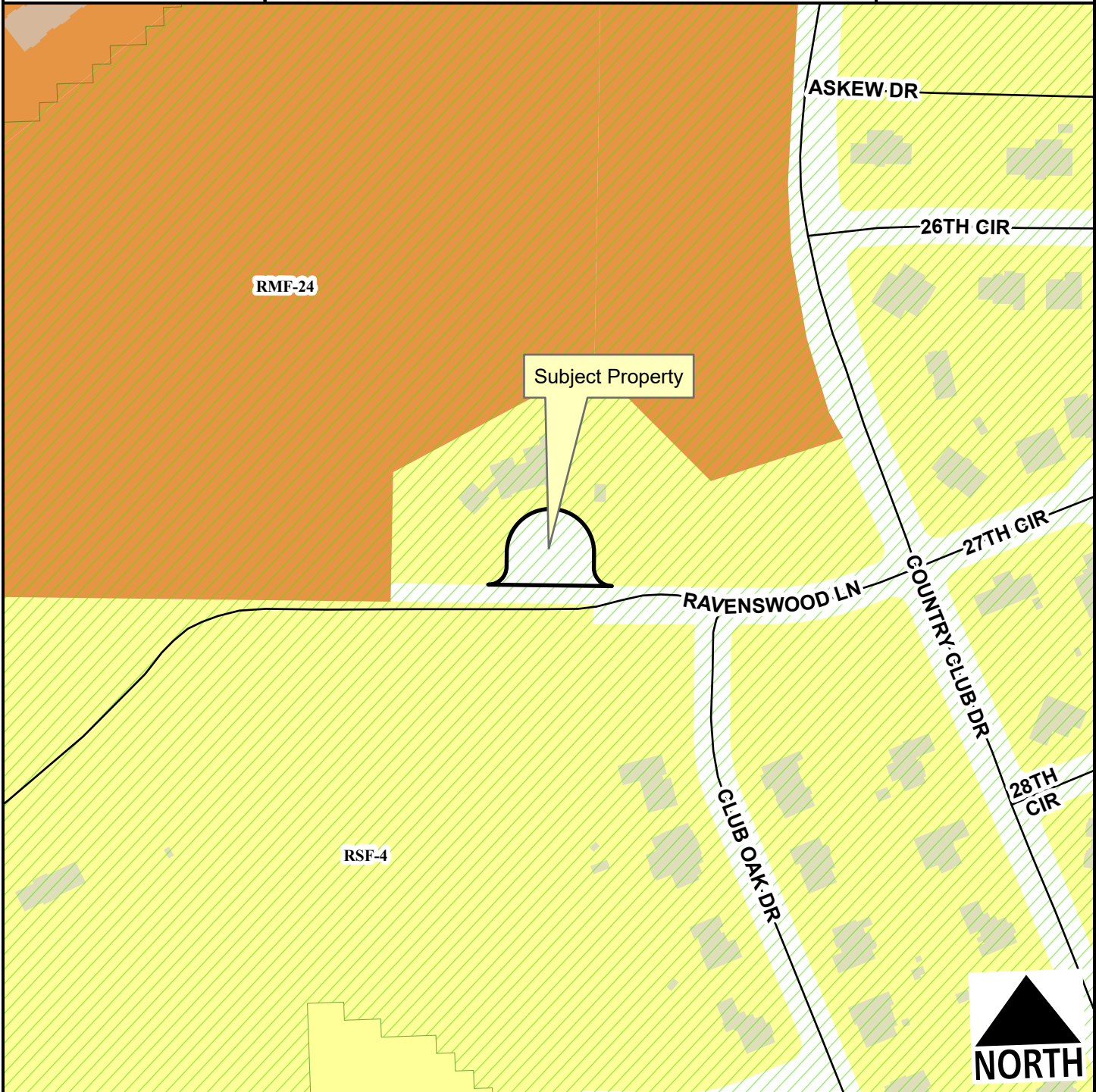
Signature



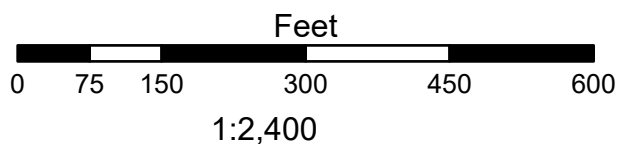
Printed Name

Signature





- Unclassified
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits



- RSF-4
- RMF-24

VAC-2024-0015

210 W. RAVENSWOOD LN

Current Land Use



- Unclassified
- Residential Link
- - - Planning Area
- ▭ Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



MEETING OF AUGUST 27, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Kylee Cole, Planner

SUBJECT: **RZN-2024-0037: Rezoning (402 W. ILA ST/HEAD, 445): Submitted by HALL ESTILL ATTORNEY AT LAW for property located at 402 W. ILA ST. in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.32 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.**

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 in downtown Fayetteville just south of Wilson Park. The property is zoned RSF-4, Residential Single-Family, Four Units per Acre, and contains approximately 0.32 acres and is developed with a single-family dwelling constructed in 1941.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, Four Units per Acre, to NC, Neighborhood Conservation.

Public Comment: To date, staff has received no written public comment on this item, but did receive one general inquiry about the request. At the Planning Commission meeting, one member of the public spoke in favor of the request.

Land Use Compatibility: Staff finds the proposed rezoning from RSF-4 to NC to be compatible with the surrounding area. The subject property is adjacent to RSF-4-zoned single-family properties to the north, east, and west. To the south are RMF-40 single-family properties. A rezoning to NC would allow for the by-right development of single-family dwellings with a density of up to ten units per acre. NC can also permit some attached residential and low-intensity commercial uses (less than 3,000 square feet in floor area) by conditional use permit. RSF-4 and NC have different bulk and area requirements. Lot width minimum in RSF-4 is 70 feet for single-family dwellings, but in NC is only 40 feet for all dwelling types, which is more consistent with the underlying Wilson's First Addition plat. Lot area in RSF-4 is a minimum of 8,000 square feet, but in NC is 4,000 square feet. Staff finds the requested rezoning to be compatible with surrounding land use.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as Residential Neighborhood area. A rezoning to NC could allow for the creation of single-family residential properties with reduced lot sizes. The property has a high number of elements associated with appropriate infill, including access to trails, parks, public schools, and grocery stores. Staff finds that the requested rezoning could allow for the creation of missing middle housing meets City Goals 1 (appropriate infill), 2 (discourage urban sprawl), and 6 (opportunities for attainable housing).

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **11** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Sewer Main (8-inch main, W. Ila St.)
- Near Water Main (8-inch main; W. Ila St.; 6-inch main, N. Vandeventer Ave.)
- Near Grocery Store (Ozark Natural Foods, 380 N. College Ave.)
- Near Public School (Washington Elementary School)
- Near UA Campus
- Near City Park (Wilson Park)
- Near Paved Trail (Wilson Park Trail, Razorback Greenway)
- Near ORT Bus Stop (Lafayette St. & Campbell Ave.)
- Near Razorback Bus Stop (Leverett & Maple)
- Sufficient Intersection Density

DISCUSSION:

At the August 12, 2024 Planning Commission meeting, a vote of 7-0-0 forwarded the request to City Council with a recommendation of approval. The commissioners cited future land use compatibility and staff recommendations as noted in the report as reasons for approval. As noted above, one member of the public spoke in favor of the request.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Staff Report (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-436

RZN-2024-0037: Rezoning (402 W. ILA ST/HEAD, 445): Submitted by HALL ESTILL ATTORNEY AT LAW for property located at 402 W. ILA ST. in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.32 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-37 FOR APPROXIMATELY 0.32 ACRES LOCATED AT 402 WEST ILA STREET IN WARD 2 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION

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 NC, Neighborhood Conservation.

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

2024-436

Item ID

9/3/2024

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

Jonathan Curth

8/16/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Submitted by HALL ESTILL ATTORNEY AT LAW for property located at 402 W. ILA ST. in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.32 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

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:

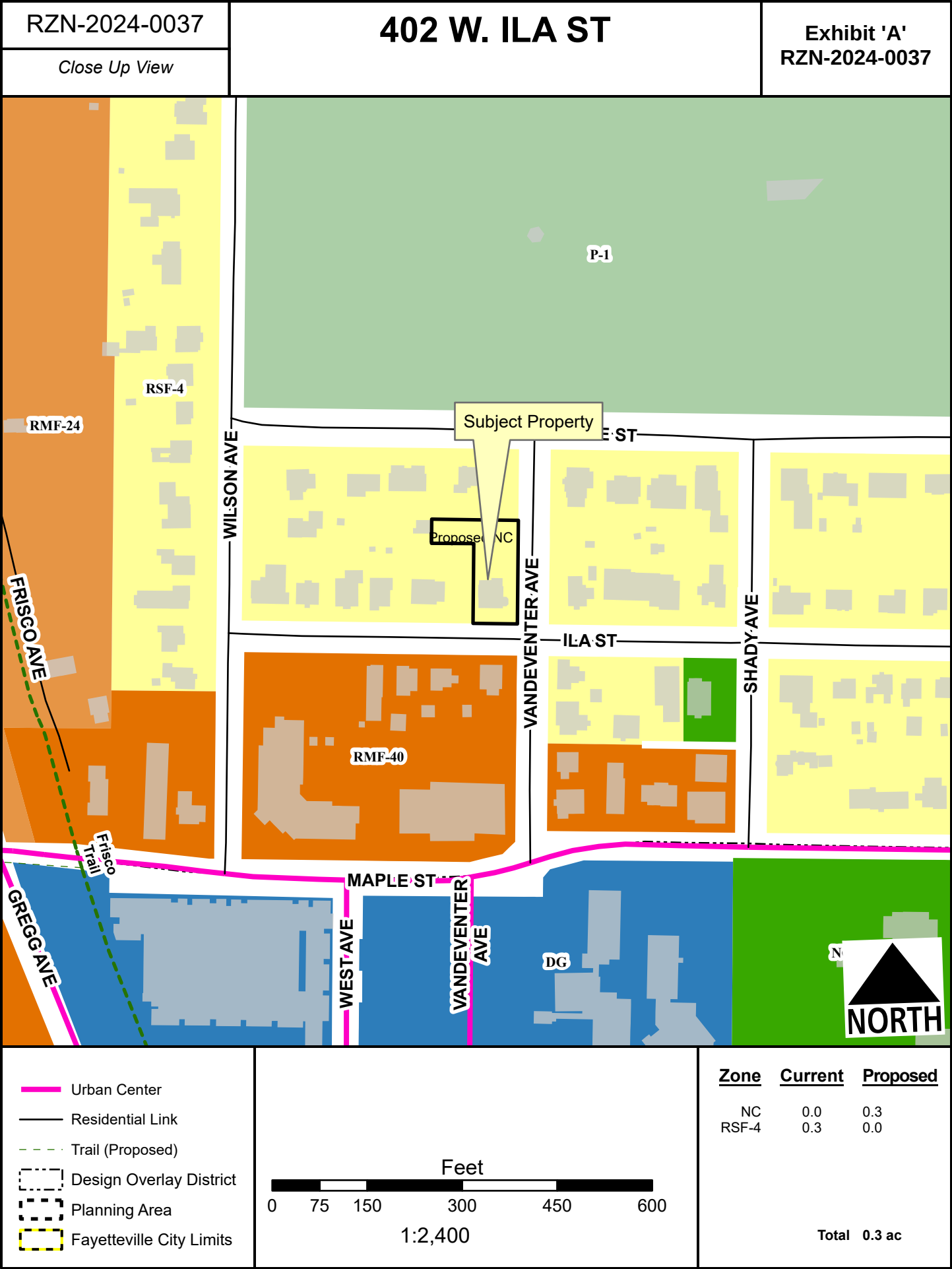
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



ARA SURVEYING JOB #24098-I

FRANK & PHYLLIS HEAD IRREVOCABLE TRUST

ADDRESS: 402 W. ILA ST & 621 N. VANDEVENTER AVE, FAYETTEVILLE, AR 72701

SURVEY DESCRIPTION PARENT TRACT (PIN 765-12275-000)

THE EAST SEVENTY (70) FEET OF LOTS NUMBERED TWELVE (12) AND THIRTEEN (13) AND THE SOUTH THIRTY-SEVEN AND ONE-HALF (37.5) FEET OF LOT NUMBERED FOURTEEN (14), ALL IN BLOCK NUMBERED TWO (2) OF WILSON'S FIRST ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER THE PLAT OF SAID ADDITION ON FILE IN THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT TWELVE (12), SAID POINT BEING AN EXISTING 1" IRON REBAR; THENCE N87°53'00"W 70.16 FEET ALONG THE SOUTH LINE OF SAID LOT TWELVE (12) TO AN EXISTING 1/2" IRON REBAR W/PLS CAP 852; THENCE LEAVING THE SOUTH LINE OF SAID LOT TWELVE (12), N02°48'21"E 126.61 FEET TO AN EXISTING IRON 1.5" OPEN TOP PIPE; THENCE N87°00'51"W 66.01 FEET TO AN EXISTING 1/2" IRON REBAR; THENCE N02°17'28"E 37.41 FEET TO AN EXISTING 5/8" IRON REBAR; THENCE S87°14'46"E 136.25 FEET TO A SET 1/2" IRON REBAR AT THE EAST BOUNDARY OF SAID LOT FOURTEEN (14); THENCE S02°43'10"W 163.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.32 ACRES, MORE OR LESS.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Kylee Cole, Planner

MEETING DATE: August 12, 2024 **updated w/ meeting results**

SUBJECT: **RZN-2024-0037: Rezoning (402 W. ILA ST/HEAD, 445):** Submitted by HALL ESTILL ATTORNEY AT LAW for property located at 402 W. ILA ST. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.32 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

RECOMMENDATION:

Staff recommend forwarding **RZN-2024-0037** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2024-0037** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in downtown Fayetteville just south of Wilson Park. The property is zoned RSF-4, Residential Single-Family, Four Units per Acre, and contains approximately 0.32 acres and is developed with a single-family dwelling constructed in 1941. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
South	Single-Family Residential	RMF-40, Residential Multi-Family, 40 Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, Four Units per Acre, to NC, Neighborhood Conservation.

Public Comment: To date, staff has received no public comment on this item.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The property has frontage along W. Ila St., a fully improved Residential Link Street with asphalt paving, curb and gutter, and sidewalks. The property also has frontage along N. Vandeventer Ave., a fully improved Residential Link Street with asphalt paving, curb and gutter, and sidewalks. Any street 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-inch water main is present along W. Ila St. An existing 6-inch water main is present along N. Vandeventer Ave.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present at the along W. Ila St.

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. Any improvements or requirements for drainage would 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 0.8 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 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 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 current zoning district of RSF-4, Residential Single-Family, Four Units per Acre, requires **25% minimum canopy preservation**. The proposed zoning district of NC, Neighborhood Conservation, 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 **Residential Neighborhood**.

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 **11** for this site with a weighted score of **15.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Sewer Main (8-inch main, W. Ila St.)
- Near Water Main (8-inch main; W. Ila St.; 6-inch main, N. Vandeventer Ave.)
- Near Grocery Store (Ozark Natural Foods, 380 N. College Ave.)
- Near Public School (Washington Elementary School)
- Near UA Campus

- Near City Park (Wilson Park)
- Near Paved Trail (Wilson Park Trail, Razorback Greenway)
- Near ORT Bus Stop (Lafayette St. & Campbell Ave.)
- Near Razorback Bus Stop (Leverett & Maple)
- 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 rezoning from RSF-4 to NC to be compatible with the surrounding area. The subject property is adjacent to RSF-4-zoned single-family properties to the north, east, and west. To the south are RMF-40 single-family properties. A rezoning to NC would allow for the by-right development of single-family dwellings with a density of up to ten units per acre. NC could also permit some low-intensity commercial uses (less than 3,000 square feet in floor area) by conditional use permit. RSF-4 and NC have different bulk and area requirements. Lot width minimum in RSF-4 is 70 feet for single-family dwellings, but in NC is only 40 feet for all dwelling types. Lot area in RSF-4 is a minimum of 8,000 square feet, but in NC is 4,000 square feet. Staff finds the requested rezoning to be compatible with surrounding land use.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as Residential Neighborhood area. A rezoning to NC could allow for the creation of single-family residential properties with reduced lot sizes. The property has a high infill score, with access to trails, parks, public schools, and grocery stores and other infill elements that make it appropriate for higher density infill development. Staff finds that the requested rezoning could allow for the creation of missing middle housing meets City Goals 1 (appropriate infill), 2 (discourage urban sprawl), and 6 (opportunities for attainable housing).

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 to rezone the property from RSF-4 to NC since the rezoning would be consistent with the property's future land use designation and supports several goals of 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 NC does have the potential to slightly increase traffic danger and congestion due to a minor increase in density, however the size of the parcel at 0.32 acres will limit the density on the site. Access management will be reviewed 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 slightly alter the population density since it would allow for additional single-family residential development. However, the property currently has access to public streets, water, and sewers, and any necessary improvements 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 recommend forwarding RZN-2024-0037 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>August 12, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Castin	w/ recommendation of approval				
Second: Cabe					
Vote: 7-0-0					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family – Four (4) Units Per Acre
 - §161.29 Neighborhood Conservation
- 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.

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(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 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwelling types	40 feet
--------------------	---------

(2) *Lot Area Minimum.* 4,000 square feet

(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	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

July 2, 2024

VIA PORTAL DELIVERY

City of Fayetteville Planning Commission and Planning Department
125 West Mountain St.
Fayetteville, AR 72701

RE: Rezoning of Parcel No. 765-12275-000 –
402 W. Ila St. & 621 N. Vandeventer Ave., Fayetteville, AR 72701
From RSF-4 to Neighborhood Conservation (NC)

To Whom It May Concern:

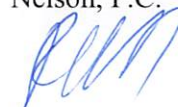
Please consider this letter as a Petition Requesting the rezoning of the above referenced property from its current designation of RSF-4 to Neighborhood Conservation.

The purpose of Neighborhood Conservation is to “serve to promote and protect neighborhood character.” As one of the most established neighborhoods in Fayetteville, this rezoning designation certainly is compatible now and will be compatible in the future.

Lastly, this rezoning will not unreasonably affect in any adverse way the surrounding properties.

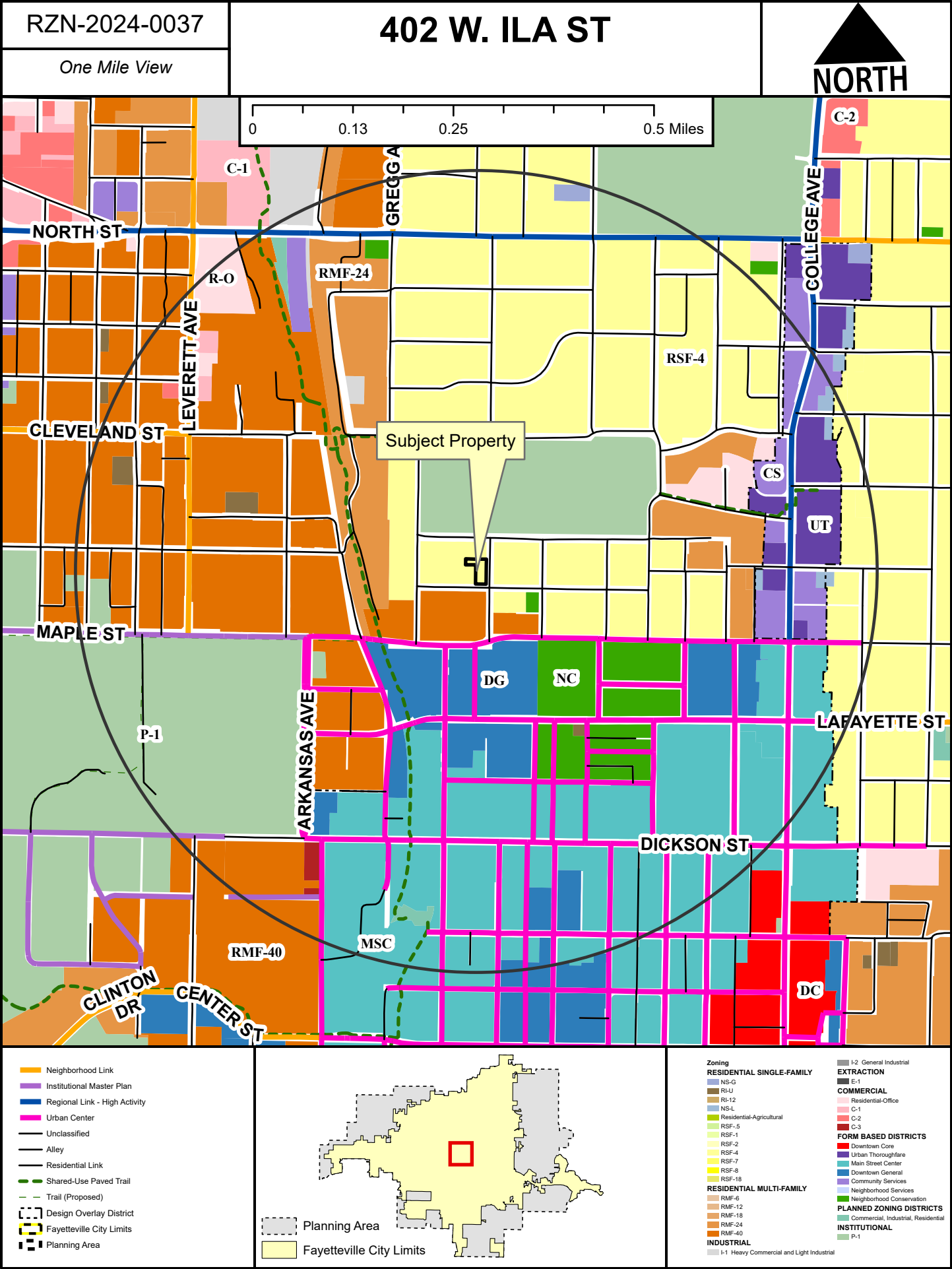
Sincerely,

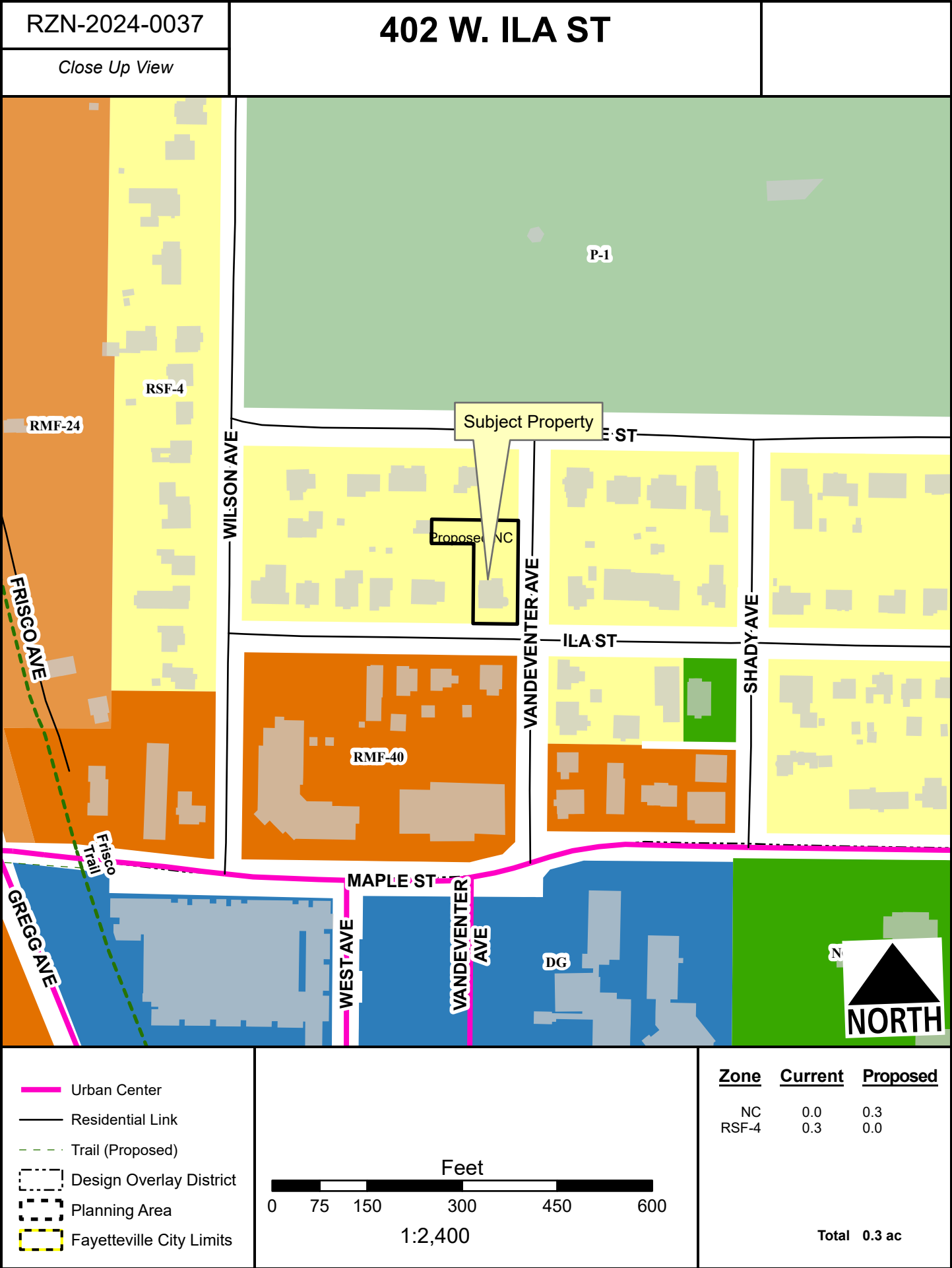
Hall, Estill, Hardwick, Gable, Golden &
Nelson, P.C.

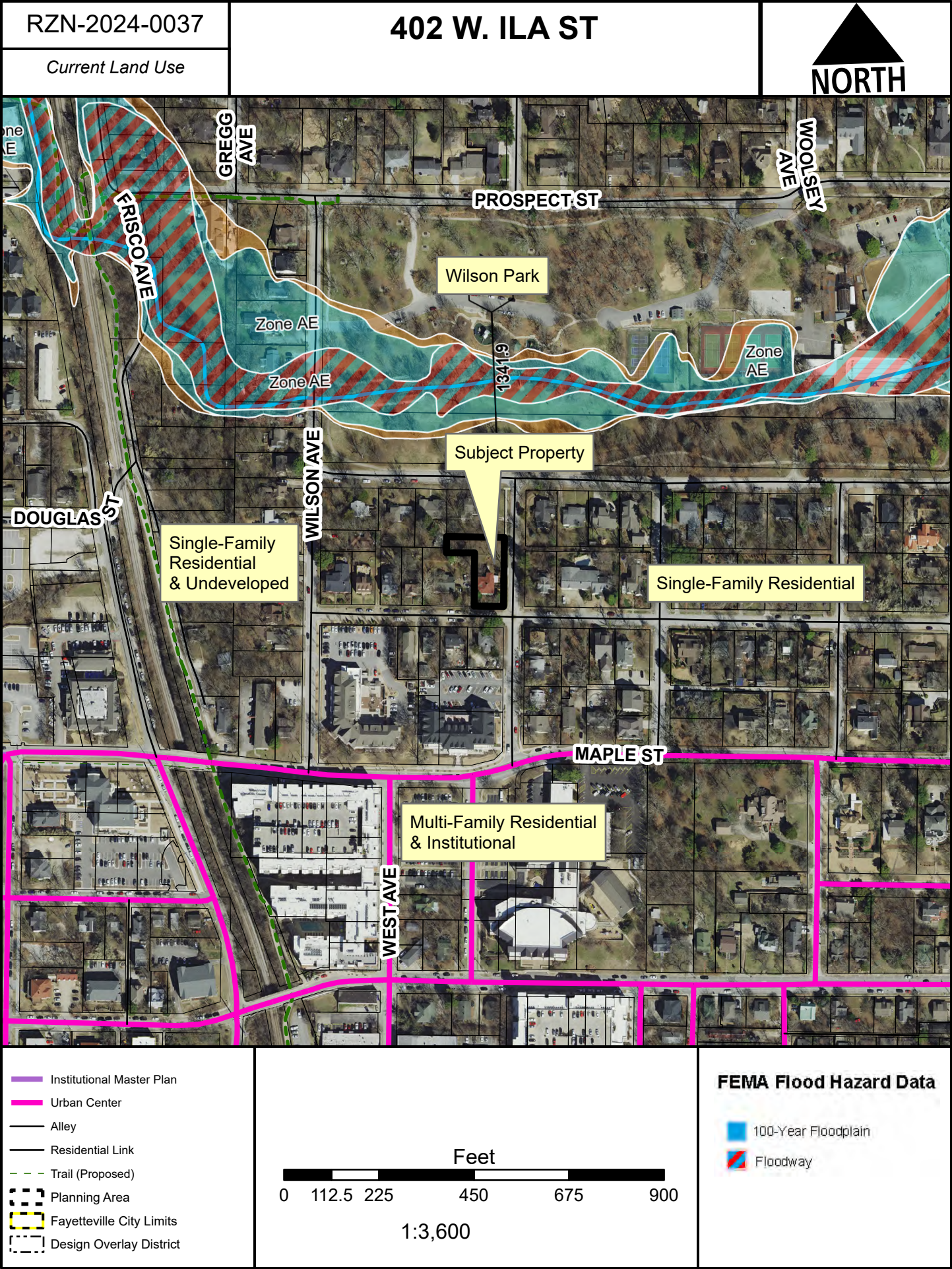


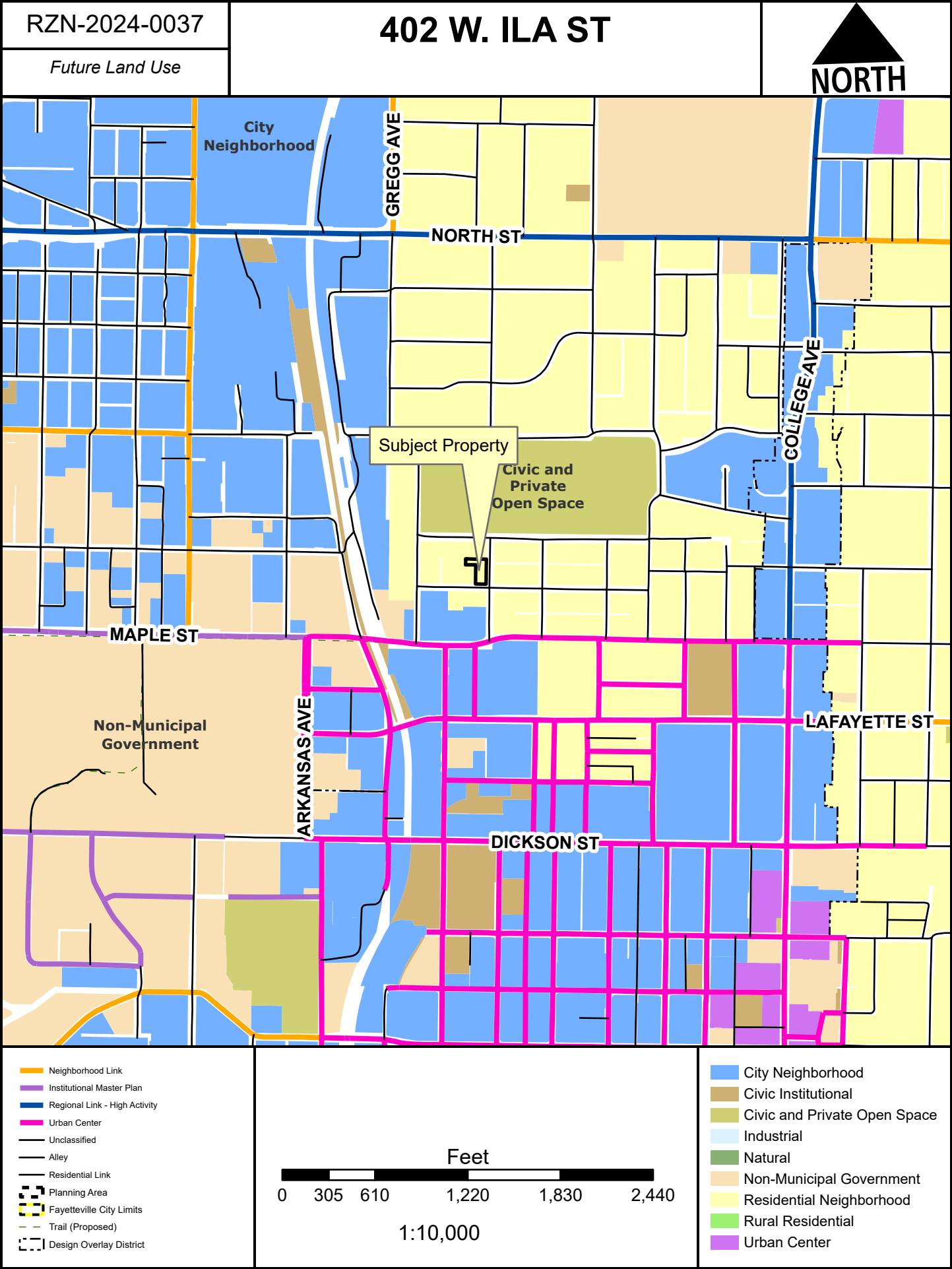
Robert K. Rhoads

RKR:yn









FINAL

BEAVER WATER DISTRICT 2023 WATER MASTER PLAN

Chapter 1 – Executive Summary

B&V PROJECT NO. 413718
B&V FILE NO. 40.1000

PREPARED FOR

Beaver Water District

SEPTEMBER 2023



Beaver **Water** District



BLACK & VEATCH
Building a **world** of difference.®

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Introduction

The Beaver Water District (BWD) is required to prepare a master plan at least every ten years for compliance with the Arkansas Department of Health (ADH) regulations. The last comprehensive master plan was conducted in 2015 to assess population projections, water demands, evaluate water treatment infrastructure, and develop a comprehensive Capital Improvements Program (CIP). An updated master plan was conducted in 2019 specifically to evaluate demands, project timing, and update CIP costs.

Since then, BWD's four wholesale Customer Cities (Bentonville, Rogers, Springdale, and Fayetteville) and corresponding service areas has experienced significant growth and corresponding increases in water demands. This accelerated growth coupled with recent volatility in market pricing has driven the need for re-evaluation of the population, demands, regulations, improvements, timing, costs, and current improvements schedule to establish a current master plan and CIP for future planning. These comprehensive improvements are summarized as the 2023 Water Master Plan.

Population and Demand Projections

Historical census population data from 1980 through 2020, as well as more recently adopted annual growth projections from the Northwest Arkansas Planning Commission (NWARPC), were used to establish population and corresponding water demand projections through 2045 for the four wholesale Customer Cities and their corresponding service areas. Population projections from 2020 through 2045 were extrapolated using the NWARPC growth projections, which were adopted from the 2045 Northwest Arkansas Regional Transportation Plan. The historical data and population projections for BWD's service area are shown in Figure 1-1 along with a comparison to the NWARPC projections from 2015 highlighting the increasing population in the more recent projections.

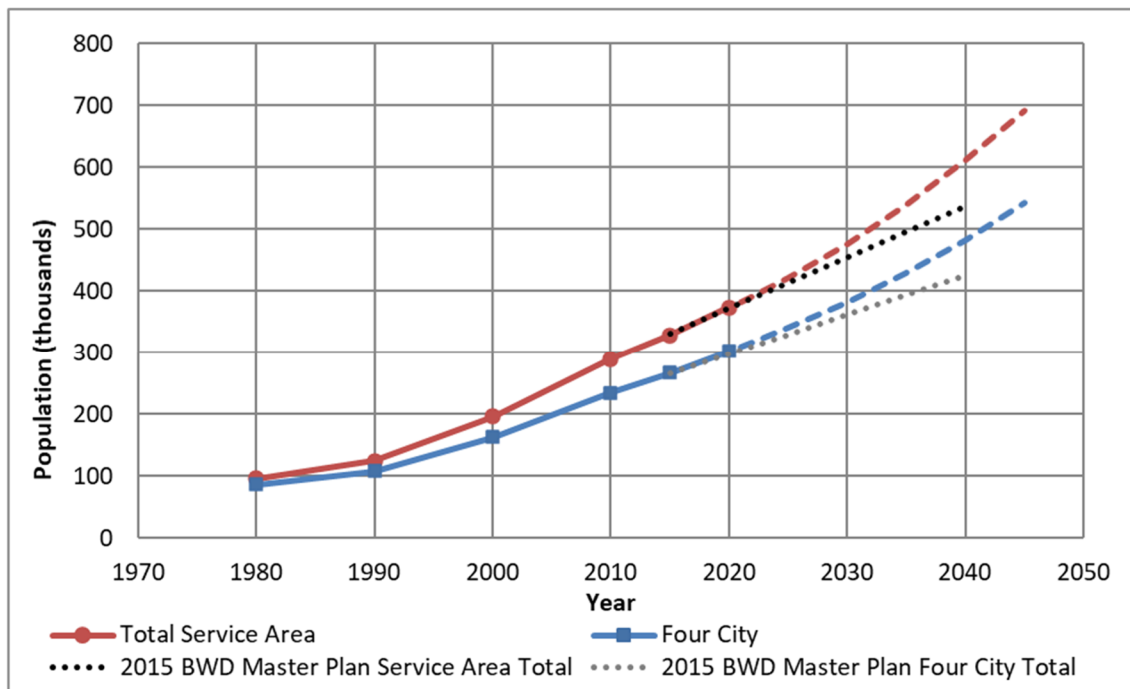


Figure 1-1. Population Comparison from Current Study to 2015 Study

The NWARPC data and projections were from 2020 which lagged the start of this master planning effort in 2022. Based on observation of development and evaluation of actual operational data and water demands, it is apparent that population in at least Bentonville and Fayetteville are exceeding that of the current NWARPC projections. For these two cities, a manual adjustment on current population was conducted by assuming a constant gallons per capita day (gpcd) from 2020 using a known census to calculate an adjusted current population for 2022. From this data a growth rate from 2020 to 2022 of 5.9% was established and was projected out through 2025. All growth rates after 2025 were assumed to follow the rates of the NWARPC for the BWD service area of 2.5%.

Historical data from the 2015 master plan study, in conjunction with updated usage data since then, were used to examine historical water demand statistics. The historical water analysis included average day demands, maximum day demands, peak factors (ratio of maximum day demand per year to that year's average day demand), and usage on a gallons per capita per day (gpcd) basis. These statistics were developed and evaluated for each of the four Customer Cities and for BWD overall.

To establish water demand projections, a population-based approach was used to estimate average day water demand projections, in which the population projection values were multiplied by their corresponding per capita usage values. As expected, current average day demand projections are higher than the 2015 projections based on the acceleration in regional population growth.

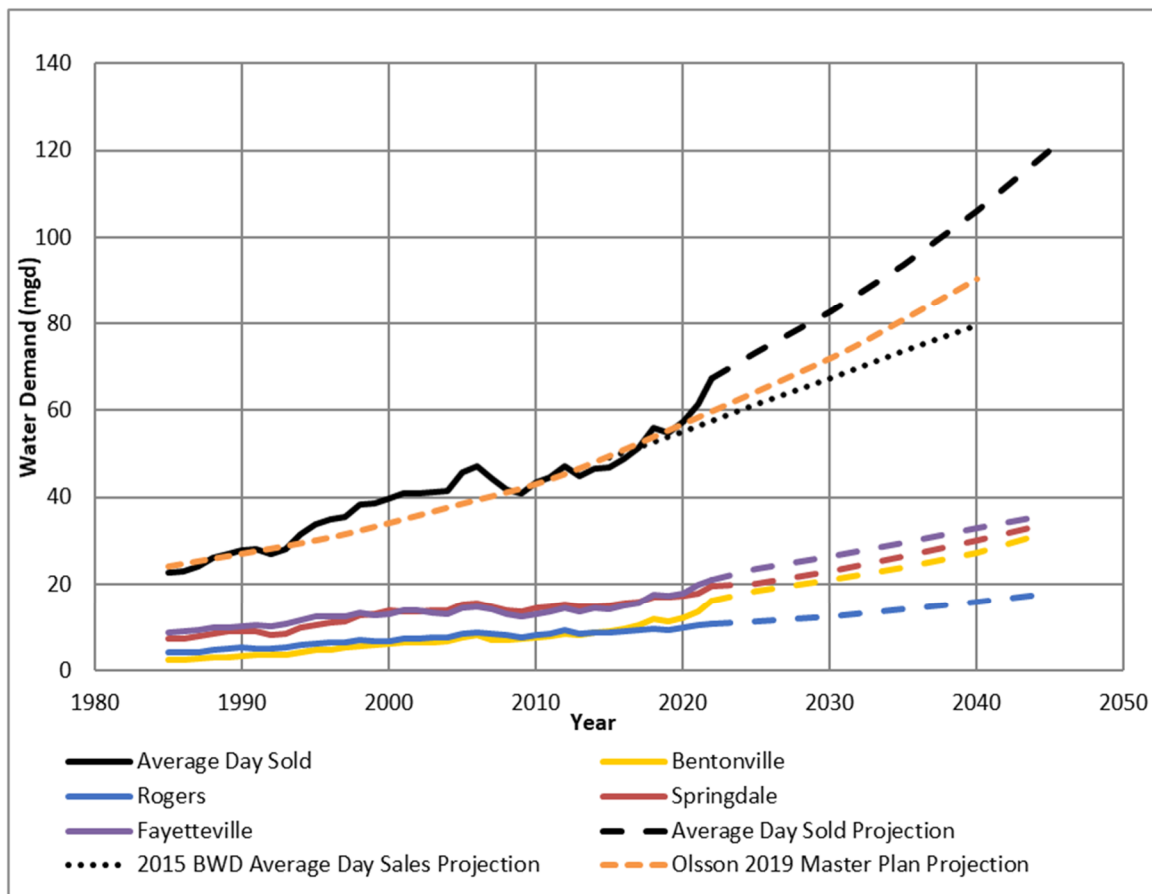


Figure 1-2. BWD Average Day Production Projection

Maximum day demand projections are the most critical data point as these establish the need for facility expansions. The overall projected maximum day demands for BWD were determined by multiplying the projected average day demand by the design peak factor of 1.74. The design peak factor is representative of the 95th percentile peak factor based on the last 20 years of operational data. This was actually a decrease from the 1.90 design peak factor in the 2015 Master Plan. The resulting projected maximum day demands are listed in Table 1-1 and represented graphically in Figure 1-3.

TABLE 1-1. MAXIMUM DAY DEMAND PROJECTED VALUES

Year	Bentonville	Rogers	Springdale	Fayetteville	BWD Total Sales
2022	24.1	19.7	28.7	32.7	103
2025	36.3	23.0	36.2	47.7	128
2030	41.3	25.8	41.4	53.4	144
2035	47.0	28.9	47.3	59.8	163
2040	53.6	32.4	54.1	67.0	185
2045	63.1	36.5	61.4	73.1	209

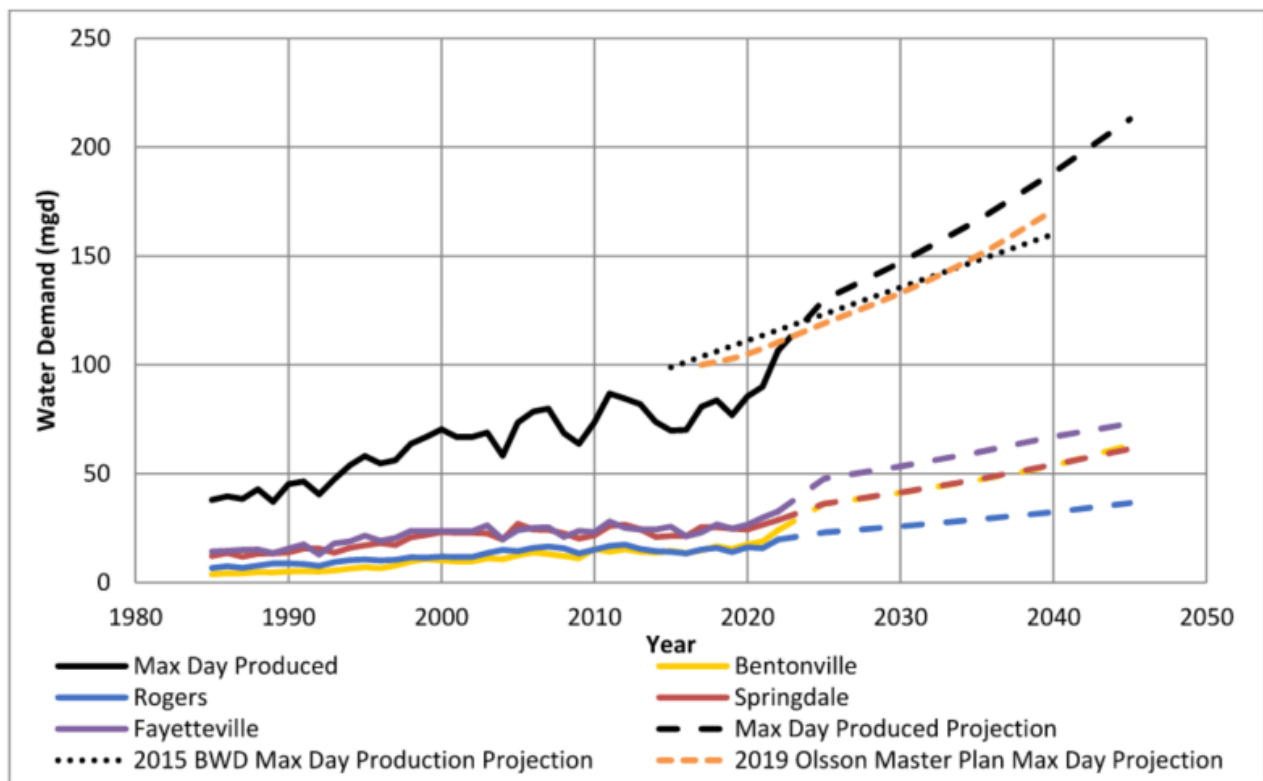


Figure 1-3. BWD Max Day Production Projection

Process Overview and Regulatory Review

The existing BWD treatment infrastructure consists of three individual WTPs drawing surface water from Beaver Lake. Each WTP uses a conventional treatment process that consists of coagulation and

flocculation followed by sedimentation, pH adjustment, filtration using dual-media gravity filters, and disinfection of filtered water through the clearwell. A simplified illustration of the conventional treatment process is illustrated in Figure 1-4.

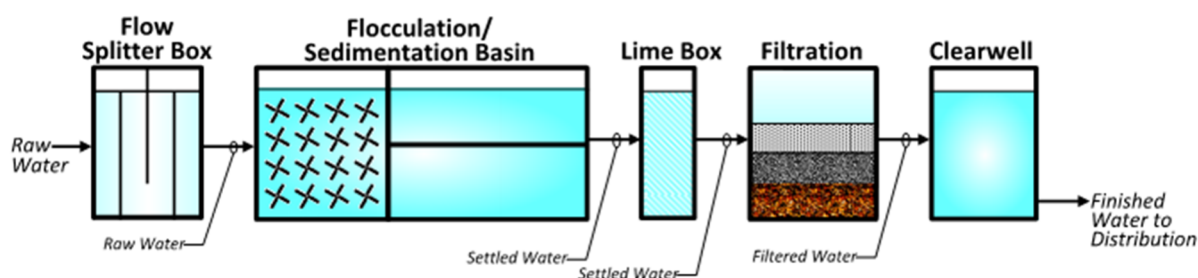


Figure 1-4. BWD Conventional Treatment Process

REGULATORY REVIEW

BWD is required to meet the drinking water regulations established through ADH and as adopted from the Environmental Protection Agency (EPA). A review of operational water quality data for the last 5 years was evaluated in regard to the regulatory requirements. BWD is in compliance with all regulatory requirements and is expected to continue in compliance with current drinking water regulations as summarized in Table 1-2.

TABLE 1-2. SUMMARY OF CURRENT DRINKING WATER REGULATIONS AND ANTICIPATED COMPLIANCE

Regulation	Compliance Status	Future Compliance
Surface Water Treatment Rule (SWTR)	☑	Expected
Long Term 2 Enhanced Surface Water Treatment Rule (LT2)	☑	Expected
Stage 2 Disinfectants and Disinfection Byproducts Rule (Stage II DBPR)	☑	Continued Monitoring
Arsenic Rule	☑	Expected
Lead and Copper Rule Revisions	☑	Continued Monitoring
Radionuclides Rule	☑	Expected
Phase I VOCs	☑	Expected
Phase II VOCs, SOCs, and IOCs	☑	Expected
Phase V VOCs, SOCs, and IOCs	☑	Expected
Revised Total Coliform Rule	☑	Expected
Filter Backwash Recycle Rule	Not Currently Applicable	Continued Monitoring

A few specific topics as it relates to those items noted for continued monitoring along with some items of potential future regulation are addressed below.

- **Disinfection Byproducts (DBPs)** – BWD’s use of chlorine dioxide has provided a continued measurable reduction in the formation of DBPs consisting of trihalomethanes (THMs) and haloacetic acids (HAAs). Specifically, since the use of chlorine dioxide was implemented in 2013, there has been an overall decrease in total THMs and HAAs. Similar observations were noted in the 2015 Master Plan. BWD maintains a more stringent internal treatment goal for TTHMs and HAA5 relative to the ADH maximum contaminant levels (MCLs) for these contaminants from a locational running annual average (LRAA) perspective. The continued use of chlorine dioxide coupled with continued monitoring is recommended to help minimize the formation of DBPs and to maintain compliance with the Stage II DBPR.
- **Lead & Copper** – While compliance with the updated Lead and Copper Rule (LCR) is less impactful to BWD directly as a wholesale provider, continued coordination with the Customer Cities along with monitoring of corrosion indices including the finished water Langelier Saturation Index (LSI) and chloride-to-sulfate mass ratio (CSMR) is recommended to help indicate whether the finished water could potentially promote leaching of lead or copper from distribution and service lines.
- **PFAS (Potential Future Regulation)** – EPA proposed in March 2023 to impose a national primary drinking water regulation (NPDWR) limit on six per- and polyfluoroalkyl substances (PFAS). If finalized, additional monitoring would be required and possible treatment if PFAS levels are found to exceed the limits. Because the proposed limits have not been finalized and adopted, immediate action is not required. Water quality testing at BWD has found no measurable PFAS. If the proposed PFAS limits are implemented and detection above potential regulatory limits is determined, granular activated carbon (GAC) would be the recommended treatment technology. The associated costs for implementation are presented in Chapter 7.
- **Taste & Odor** – BWD has historically experienced taste and odor (T&O) issues on a periodic basis predominantly from 2-methylisoborneol (MIB) and geosmin in the raw water which produce musty and earthy odors. T&O events are typically present from late-summer to mid-fall. While the most recent trends in T&O data are not indicative of significant events as noted in the 2000’s, these are highly dependent on lake quality considerations and the ability to predict future levels is uncertain. Concepts and costs have been developed for potential implementation of treatment with ozone to help mitigate T&O events along with providing some other potential process improvements and efficiencies.

Facilities Assessment

An updated facility asset assessment was performed for major facility assets to provide an independent review of the asset condition and anticipated remaining useful life.

For this evaluation, assets were identified as equipment with a value of approximately \$10,000 or more. For each evaluated asset, a condition rating value and age factor were assigned according to prescribed rating systems for each parameter. The condition rating value was on a scale from 1 to 5 based on visual inspection of equipment condition and maintenance history, where 1 represents equipment in excellent

working condition and 5 reflects equipment that effectively does not function. The age factor relates an asset's current age compared to its anticipated remaining expected useful life. Combinations of these factors were the basis for a matrix developed for an expected life adjustment factor (ELAF).

For each type of equipment a baseline life expectancy value was assigned according to industry averages and engineering judgement. After establishing each asset's installation date or last major rehabilitation, its ELAF was applied against the baseline life expectancy to establish an adjusted replacement date (ARD) for each asset. The primary focus of the evaluation was to establish the ARD because it reflects the asset's estimated remaining useful life as derived from the equipment's actual condition and age. After completing the evaluation, 79 assets across the main process areas were identified as reaching their ARD by 2028. These assets were evaluated and grouped into several future rehabilitation projects:

- Croxton WTP constructed in the early 1990's will have numerous assets reaching the end of their useful life in this planning period and a singular project is proposed to include replacement of most of the mechanical, chemical feed, and electrical equipment within the facility. This project is anticipated to be conducted in the early 2030's.
- The Steele WTP filter complex was constructed in two phases in the 1960's and rehabilitated in the 2000's. However, due the overall age, differing filter configuration, and limited hydraulic capacity, it is proposed to construct a replacement filter complex similar to the Croxton and Expansion filters in the early 2030's rather than a further rehabilitation of this facility.
- Solids Handling facilities will require equipment replacements due to age and condition, but are also required based on necessary capacity improvements. These improvements were evaluated holistically.

Capacity Evaluation

The water demand projections developed were analyzed with the existing facility capacity to determine the timing and size of proposed improvements. The following summarizes the major facilities evaluated.

RAW WATER INTAKES & PIPELINE FACILITIES

To ensure the capacity of the raw water intakes and transmission piping are adequate the for the increased demands, the following improvements are recommended.

- **South Intake** – The older of the two intakes, three of the existing smaller pumps should be replaced to match the size and capacity of the five adjacent larger pumps. Having eight equal-capacity pumps at the South Intake, combined with the recommendation of installing an interconnect between the existing transmission pipelines, could allow a firm capacity of 90 MGD from the South Intake.
- **North Intake** – At the North Intake, installation of five new pumps (in addition to the five existing pumps) is recommended to support the firm pumping capacity requirements for the planning period. The new pumps at the North Intake are needed prior to rehabilitation of the South Intake to ensure sufficient capacity is available during the South Intake rehabilitation work.
- **Raw Water Transmission** – Currently 36-inch, 48-inch, and 60-inch transmission mains are utilized to convey water to the treatment plant with an approximate maximum capacity of 140

MGD. A new 72-inch transmission pipeline from the North Intake is recommended to provide additional capacity from the South and North Intakes. This pipeline is slightly oversized to provide additional resiliency in the event one of the other pipelines is out of service.

WATER TREATMENT PLANTS

Based on the projected water demands and the current 140 MGD rated capacity of the existing WTPs, an expansion is required to be constructed and operational in 2028. Capacity expansion of 40, 60, & 80 MGD were considered as depicted in Figure 1-5. Expanding treatment infrastructure by 40 MGD would satisfy demands through approximately 2038 at which time a second expansion would be required. Further, this would not provide sufficient capacity to take Croxton WTP or Steele filters offline for rehabilitation projects. A 60 MGD expansion could serve demands until approximately 2042, similarly requiring a second expansion, and would not align with the buildout capacity of the raw water facilities (220 MGD). An 80 MGD expansion is recommended as it would satisfy demands through the planning period, match buildout capacity of the raw water facilities, provide operational flexibility regarding proposed facility rehabilitation projects, and realize the greatest economy of scale in construction costs.

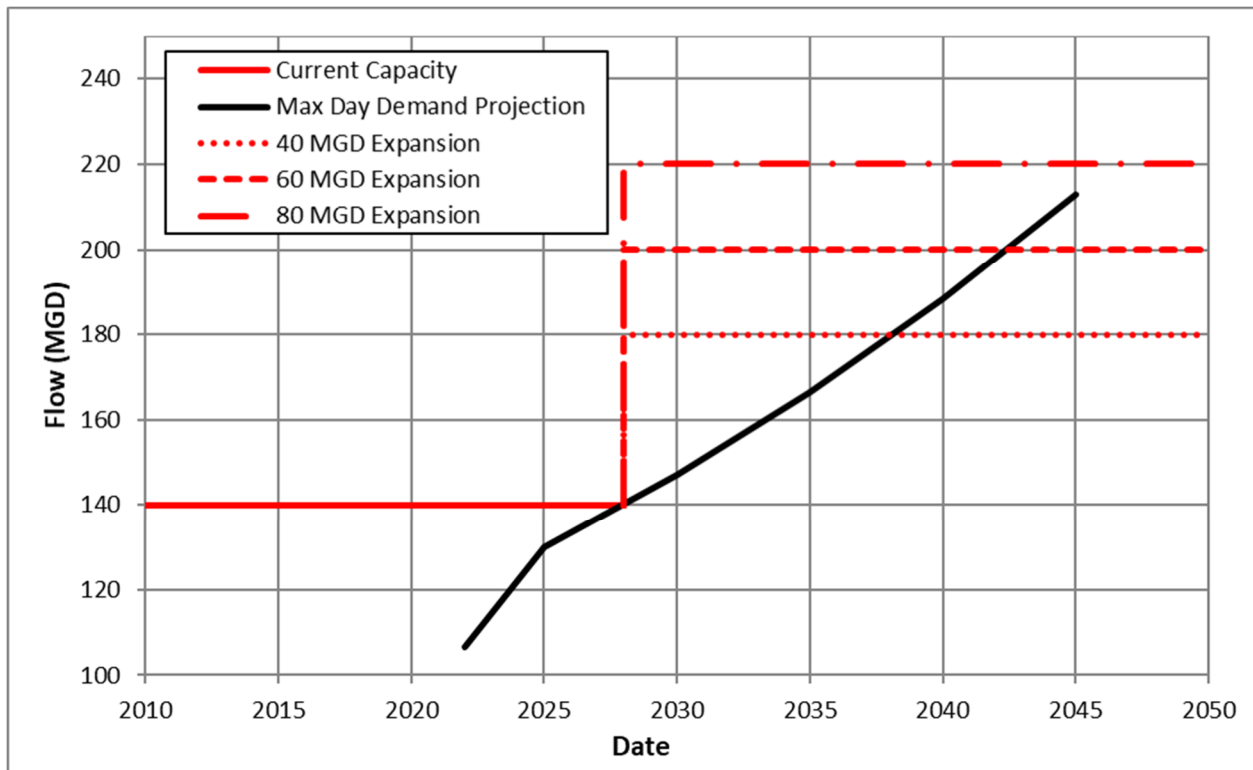


Figure 1-5. Required Treatment Plant Capacity Expansion

The proposed 80 MGD treatment plant expansion is expected to be configured similarly to the existing facilities as far as the sedimentation basins and filters. Other provisions included with this work are a new raw water flow split structure, chemical feed storage and feed facilities, operations building, backwash equalization, solids clarifier and gravity thickener, switching station 1 relocation, and miscellaneous sitework and yard piping.

CLEARWELL AND DISINFECTION

Expansion of the treatment infrastructure will also require added clearwell storage in order to maintain the regulatory requirement of at least 10% storage capacity relative to the treatment capacity. Further considerations regarding disinfection requirements support added storage in excess of the 10% minimum storage requirements. Specifically, during cold winter months, achieving adequate disinfection will benefit from having additional finished water storage in excess of the 10% requirement. An additional 16 million gallons (MG) of finished water storage is recommended.

HIGH SERVICE PUMPING

Each Customer City is expected to own and manage storage tanks within their systems to provide sufficient usable storage volumes to meet or exceed their respective Average Day Demand (ADD) plus fire flows. BWD is expected to maintain sufficient pumping capacity to meet the Maximum Day Demand (MDD) for each Customer City. Maximum hour demands are expected to be met by a combination of BWD's max day pumping capacity and each City's water storage capacity.

Analysis of the high service pumping capacities to meet MDD was performed for the treated water pump stations (TWPSs) that serve each Customer City. The nature and timing of capacity improvements depend on the projected demands for each City and completion and connection to the Western Corridor Pump Station (WCPS). Springdale is scheduled to begin using the WCPS in 2026 and Fayetteville in 2027. Bentonville is beginning planning and could begin using the WCPS as early as 2027. Rogers is projected to need a connection to WCPS in approximately 2036.

Several pump improvements at the existing TWPS are recommended to meet capacity demands in the short term until WCPS is complete and the Cities can connect.

ON-SITE POWER GENERATION

Assessment of the existing power generation facilities identified that the current infrastructure can accommodate average day power demands through 2028 until the plant expansion is operational. Afterwards, an estimated 4 megawatts (MW) of additional power will be necessary to support average day demands through the duration of the planning period.

SOLIDS HANDLING FACILITIES

In the mid 2000's, BWD implemented clarification and mechanical dewatering facilities to handle the process residual waste streams. In 2020, improvements were made to remove the WTP Filter to Waste flows from the dewatering process and recycle this flow to the head of the treatment plant in order to extend the capacity of the existing facilities. Liquid from the solids handling process is ultimately discharged and dewatered solids are either land-applied or disposed of at a landfill.

An evaluation of the existing facilities from both a condition and capacity perspective included recommendations for a second dedicated clarifier to handle high-turbidity events, a second solids holding tank, replacement and upsizing of the three existing centrifuges that will be reaching the end of their useful life, replacement of the dewatered solids conveyance system and construction of a larger dewatered solids storage area.

Capital Improvement Plan

Based on the analyses and recommendations prepared in this master plan study, a Capital Improvement Plan (CIP) was developed to address the increased facility capacity needs, meet water quality requirements, and address capital replacements. The CIP projects identified in this study are recommended to be completed during the course of the current planning period by the Service Year summarized in Table 1-3. For each project, an opinion of probable project costs (OPPC) is prepared in current 2023 dollars meeting a Class 4 estimate as defined by the American Association of Cost Engineers (AACE) Cost Estimate Classification System. In addition to the estimated construction costs, a 30% project contingency is included for all projects which is standard at this conceptual level. An additional 15% is included for engineering.

TABLE 1-3. CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY

Project	Type	Service Year	Probable Project Cost (2023 Dollars)
North Intake Pumps	Capacity	2026	\$13.0M
South Intake Pumps and Rehabilitation	Capacity	2029	\$17.5M
Raw Water Transmission Main	Capacity	2026	\$33.4M
80 MGD Plant Expansion	Capacity	2028	\$282.8M
16 MG Clearwell Expansion	Capacity	2027	\$40.8M
SS1A Generators	Capacity	2028	\$10.0M
High Service Pump Replacements	Capacity	Varies	\$3.4M
WCPS – Bentonville	Capacity	2027	\$5.2M
WCPS – Rogers	Capacity	2036	\$5.2M
WCPS – Fayetteville Expansion	Capacity	2040	\$1.8M
Croxtan Plant Rehabilitation	Condition	2030	\$52.6M
Steele Filter Replacement	Condition	2032	\$35.9M
Solids Handling Modifications	Condition/Capacity	2028	\$37.5M
Subtotal			\$539.1M

Additional CIP projects were identified primarily related to potential water quality considerations. However, these do not have a specified completion timeline because they are subject to potential future regulations or water quality changes. These CIP projects and their estimated OPPC are summarized in Table 1-4.

TABLE 1-4. POTENTIAL CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY

Project	Type	Year	Probable Project Cost (2023 Dollars)
Ammonia Facilities	Water Quality	Unspecified	\$2.9M
UV Facilities	Water Quality	Unspecified	\$51.1M
Ozone Facilities	Water Quality	Unspecified	\$75.7M
Granular Activated Carbon Facilities	Water Quality	Unspecified	\$144.6M
Subtotal			\$274.3M



Meeting the Drinking Water Demands of Northwest Arkansas

Presentation to Fayetteville City Council Agenda Session

M. Lane Crider, CEO

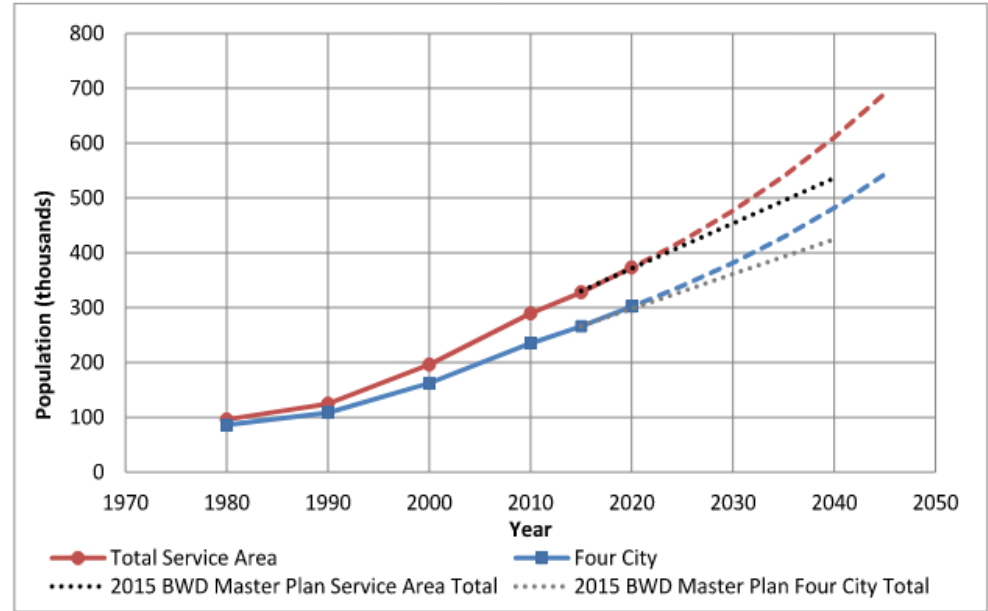
August 27, 2024

POPULATION PROJECTIONS

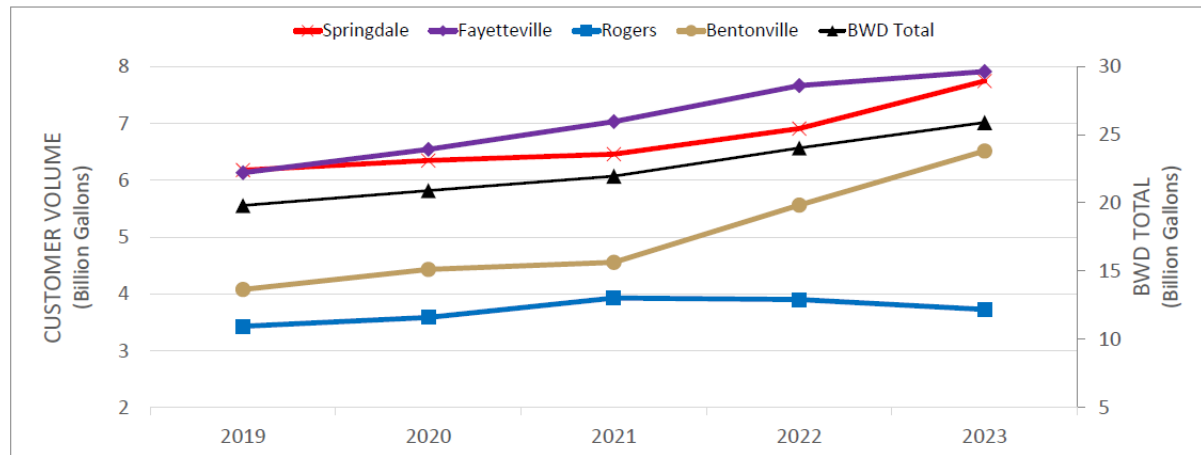
- Black & Veatch 2023 Master Plan
- Uses population projections to predict water demands
 - Observed water demands
 - 7-10% per year growth in last three fiscal years
 - Population growth rate is lower
- Projected population growth rates
 - 5.9% through 2025
 - 2.5% 2025-2045

Water sales are outpacing population!

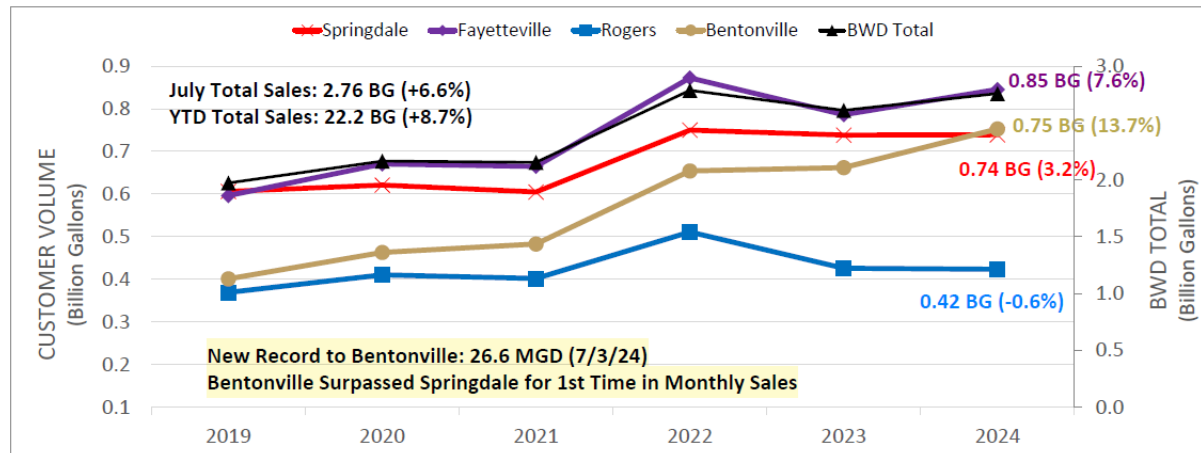
Increased by over 25% in the last 3 fiscal years!



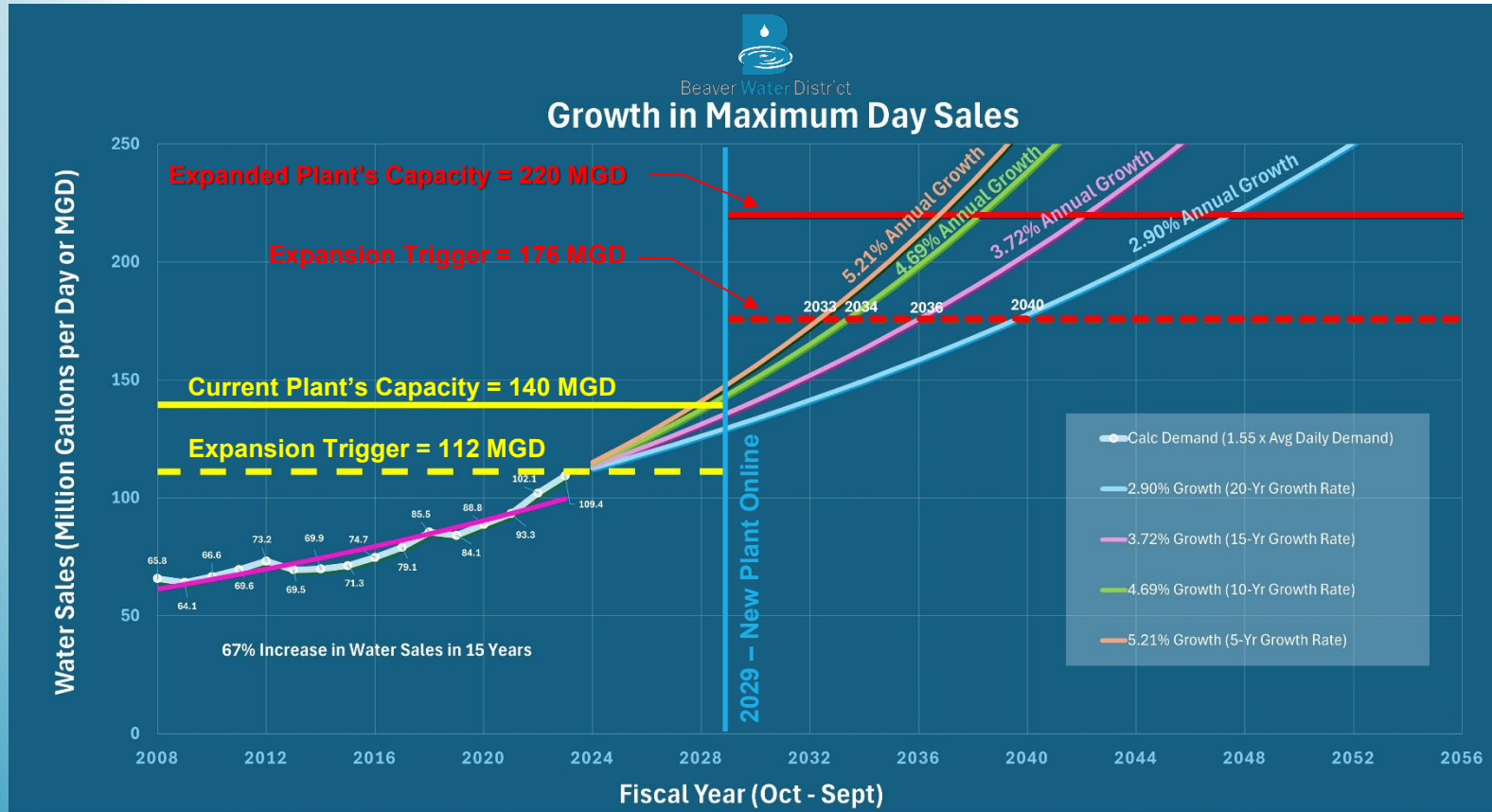
Water Volumes by Fiscal Year



July Historical Water Volumes



MAX DAY WATER DEMAND



WESTERN CORRIDOR PROJECT

PIPELINE AND PUMP STATION



3 PRIMARY PURPOSES

- 1. ADDS CAPACITY**
 - 70 million gal/day (MGD)
- 2. INCREASES RELIABILITY**
 - 2nd path for water supply
- 3. HELPS CITIES' DISTRIBUTION SYSTEMS**
 - 2nd feed point into cities helps fire flows and pressures

WESTERN CORRIDOR PIPELINE



PROJECT SUMMARY

- 40,000' of 60"- diameter steel pipe
- Approximately 11,000' constructed to date
- Estimated cost is \$80 million
- Target completion date is December 2025

WESTERN CORRIDOR PUMP STATION



NORTHWEST PERSPECTIVE

PROJECT SUMMARY

- Size $\approx$ football field
- 16 pump slots (4 for each customer city)
- Pump sizes up to 900 hp
- Estimated cost is \$40 million
- Target completion date is December 2025



OCCUPANCY TYPE

- GROUP B
- GROUP F-2



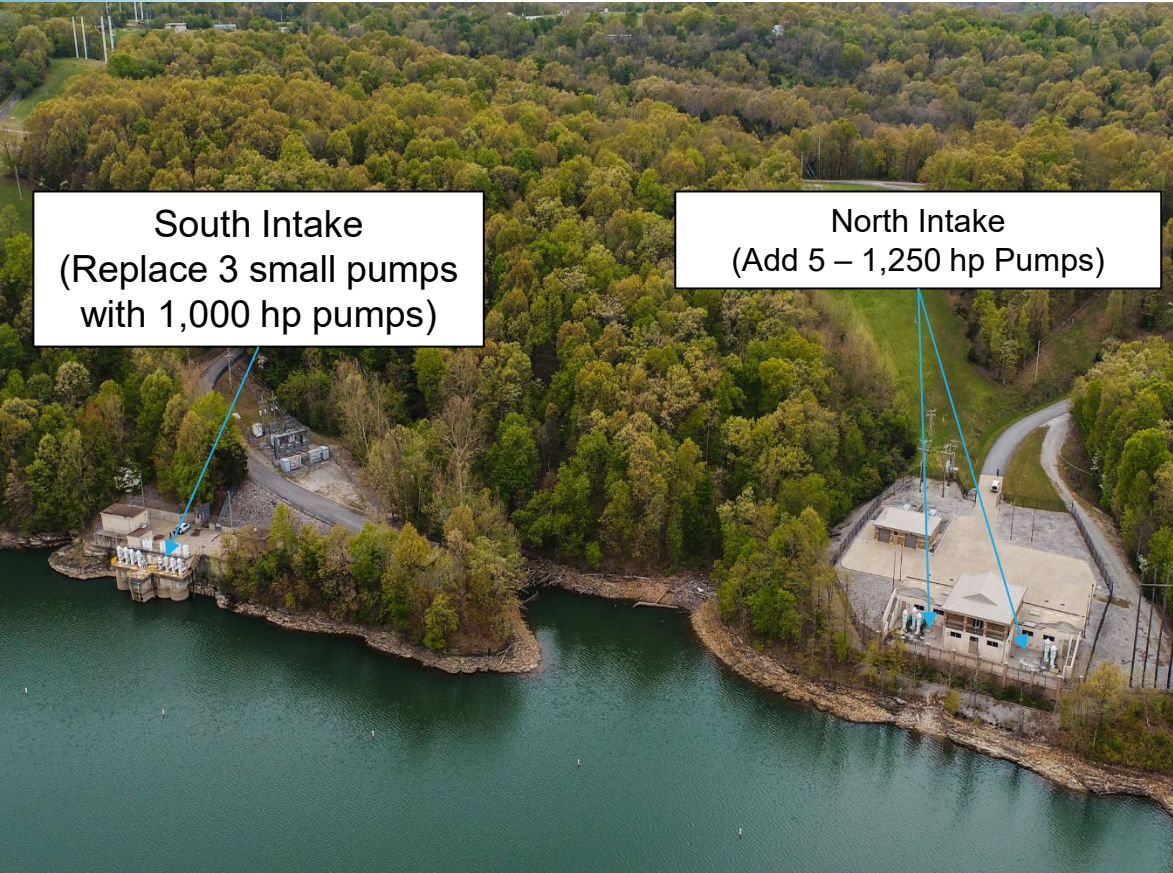
- **4.99-MW solar generating facility**
- **Will provide 15 – 20% of BWD’s electricity**
- **Estimated NPV of savings is \$7 - \$10 million**
- **Estimated net cost of construction is \$9+ million**
- **Target completion date is summer of 2025**

IMMEDIATE PROJECTS

Project	Type	Service Year
North Intake Pumps	Capacity	2026
South Intake Pumps and Rehabilitation	Capacity	2029
Raw Water Transmission Main	Capacity	2026
80 MGD Plant Expansion	Capacity	2028
16 MG Clearwell Expansion	Capacity	2027
SS1A Generators	Capacity	2028
High Service Pump Replacements	Capacity	Varies
WCPS – Bentonville	Capacity	2027
WCPS – Rogers	Capacity	2036
WCPS – Fayetteville Expansion	Capacity	2040
Croxtan Plant Rehabilitation	Condition	2030
Steele Filter Replacement	Condition	2032
Solids Handling Modifications	Condition/Capacity	2028



INTAKE UPGRADES



South Intake
(Replace 3 small pumps
with 1,000 hp pumps)

North Intake
(Add 5 – 1,250 hp Pumps)

PROJECT SUMMARY

North Intake:

- Install 5 – 1,250 hp pumps
- Adds 85+ MGD of raw water capacity

South Intake:

- Replace 3 small pumps with 3 new 1,000 hp pumps
- 3 small pumps installed in mid-1970s
- Adds 10+ MGD of raw water capacity
- Estimated cost is \$15.8 million
- Target completion date is summer of 2026



72"-DIAMETER RAW WATER PIPELINE

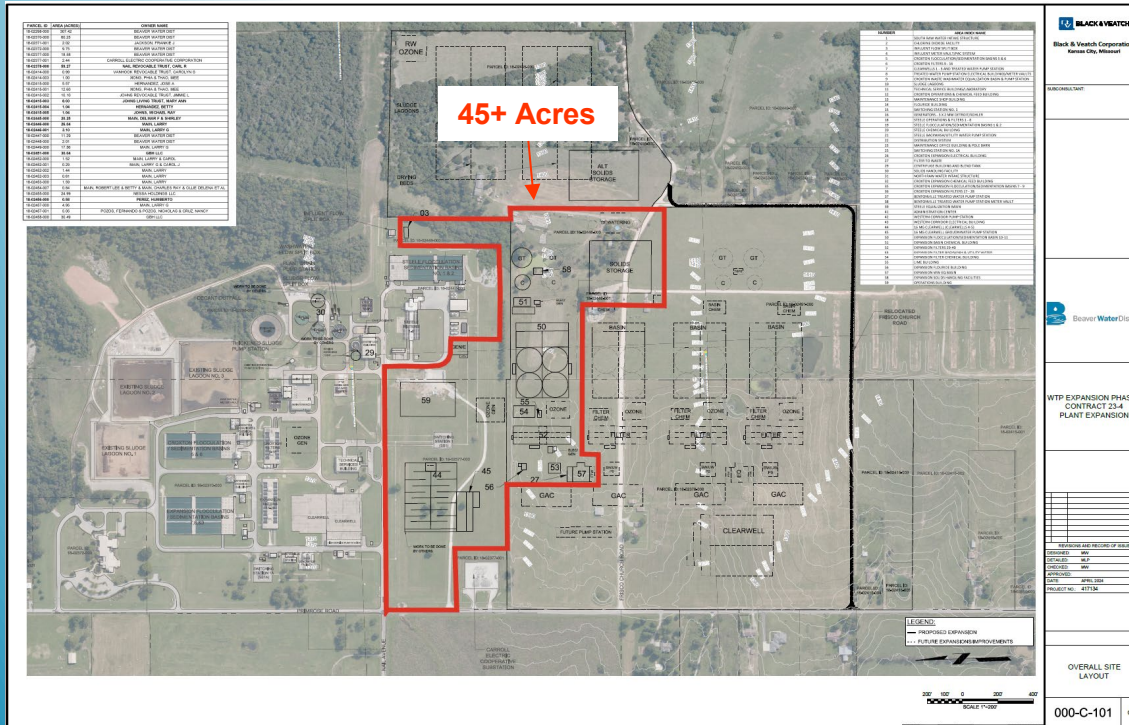


PROJECT SUMMARY

- Two miles of 72"-diameter pipeline from intakes to treatment plant
- Increases conveyance capacity by over 60%
- Estimated cost is \$30.4 million
- Target completion date is summer of 2026



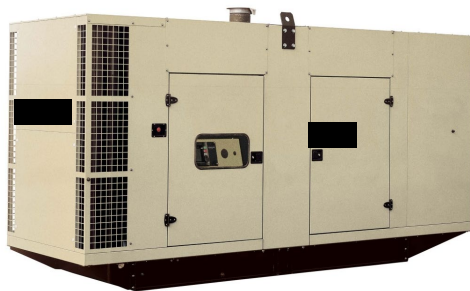
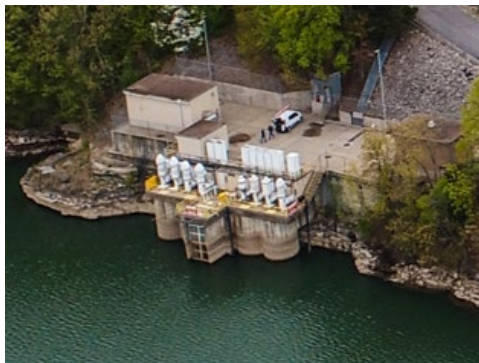
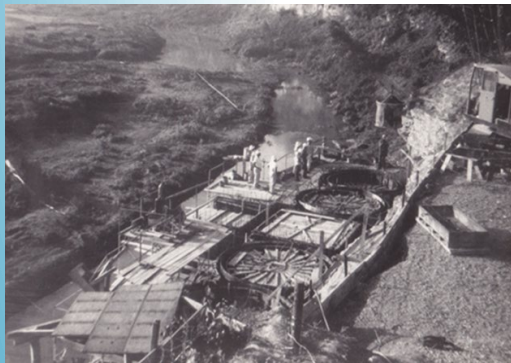
80-MGD PLANT EXPANSION



PROJECT SUMMARY

- **80 MGD treatment plant expansion**
 - Flocculation/sedimentation basins
 - Filters
 - Chemical storage/feed systems
 - 16-MG clearwell storage tank
 - Operations/lab facility
- **Current capacity 140 MGD**
- **Increases capacity by 57%**
- **Estimated cost is \$354 million**
- **Target completion date is early 2029**

OTHER FUTURE CAPITAL PROJECTS



Project	Type	Service Year
North Intake Pumps	Capacity	2026
South Intake Pumps and Rehabilitation	Capacity	2029
Raw Water Transmission Main	Capacity	2026
80 MGD Plant Expansion	Capacity	2028
16 MG Clearwell Expansion	Capacity	2027
SS1A Generators	Capacity	2028
High Service Pump Replacements	Capacity	Varies
WCPS – Bentonville	Capacity	2027
WCPS – Rogers	Capacity	2036
WCPS – Fayetteville Expansion	Capacity	2040
Croxtan Plant Rehabilitation	Condition	2030
Steele Filter Replacement	Condition	2032
Solids Handling Modifications	Condition/Capacity	2028

PROJECTS SUMMARY

- **South Intake Rehabilitation**
 - \$14.1 million
- **Standby Emergency Generator Additions**
 - \$11.8 million
- **Water Treatment Residuals Facility**
 - \$33.4 million
- **Other Small Projects**
 - \$10.7 million

Beaver Water District, Arkansas

2024 Rate Development Assistance

BWD Board Meeting

05/16/2024



Key Model Assumptions

- **O&M Escalators**

- » ~6% annual increase in overall O&M expenses
- » Water sales growth rate of 4% and 7.5%

- **Unrestricted Fund**

- » FYE 2024 beginning unrestricted fund balance: \$90M
- » Target: higher of 2/3 of O&M budget or \$20M or debt service reserve

- **Debt Issuance**

- » Term: 30 years
- » Interest: 4.0%
- » Issuance cost: 0.5%
- » Reserve requirement: one year debt service payment
- » Debt service coverage ratio (DSCR): 2.0x

Financial Model Scenarios

- **Scenario 1** (\$464.42M CIPs w/ 15% contingency + 7.5% growth rate)
- **Scenario 2** (\$464.42M CIPs w/ 15% contingency + 4% growth rate)
- **Scenario 3** (\$476.82M CIPs w/ 20% contingency + 4% growth rate)
- **Scenario 4** (\$512.31M CIPs w/ 30% contingency + 7.5% growth rate)
- **Scenario 5** (\$512.31M CIPs w/ 30% contingency + 4% growth rate)

Financial Model Scenarios

- **Scenario 1** (\$464.42M CIPs w/ 15% contingency + 7.5% growth rate)
 - » *\$300M debt, 6.04% average, and total of \$0.52 accumulative increase*
- **Scenario 2** (\$464.42M CIPs w/ 15% contingency + 4% growth rate)
 - » *\$314M debt, 8.46% average, and total of \$0.77 accumulative increase*
- **Scenario 3** (\$476.82M CIPs w/ 20% contingency + 4% growth rate)
- **Scenario 4** (\$512.31M CIPs w/ 30% contingency + 7.5% growth rate)
- **Scenario 5** (\$512.31M CIPs w/ 30% contingency + 4% growth rate)

Financial Model Scenarios

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- **Scenario 3** (\$476.82M CIPs w/ 20% contingency + 4% growth rate)
- **Scenario 4** (\$512.31M CIPs w/ 30% contingency + 7.5% growth rate)
 - » *\$346M debt, 6.86% average, and total of \$0.60 accumulative increase*
- **Scenario 5** (\$512.31M CIPs w/ 30% contingency + 4% growth rate)
 - » *\$361M debt, 10.27% average, and total of \$0.97 accumulative increase*

Financial Model Scenarios

- **Scenario 1** (\$464.42M CIPs w/ 15% contingency + 7.5% growth rate)
 - » *\$300M debt, 6.04% average, and total of \$0.52 accumulative increase*
- **Scenario 2** (\$464.42M CIPs w/ 15% contingency + 4% growth rate)
 - » *\$314M debt, 8.46% average, and total of \$0.77 accumulative increase*
- **Scenario 3** (\$476.82M CIPs w/ 20% contingency + 4% growth rate)
 - » *\$327M debt, 8.91% average, and total of \$0.82 accumulative increase*
- **Scenario 4** (\$512.31M CIPs w/ 30% contingency + 7.5% growth rate)
 - » *\$346M debt, 6.86% average, and total of \$0.60 accumulative increase*
- **Scenario 5** (\$512.31M CIPs w/ 30% contingency + 4% growth rate)
 - » *\$361M debt, 10.27% average, and total of \$0.97 accumulative increase*

Scenario Debt Issuance Comparison

SCENARIO	FYE 2025	FYE 2026	FYE 2027	FYE 2028	TOTAL Debt Issuance
SCENARIO 1 (\$464.42M CIPs w/ 15% contingency)		\$110M	\$99M	\$91M	\$300M
SCENARIO 2 (\$464.42M CIPs w/ 15% contingency)		\$108M	\$109M	\$97M	\$314M
SCENARIO 3 (\$476.82M CIPs w/ 20% contingency)	\$24M	\$121M	\$89M	\$93M	\$327M
SCENARIO 4 (\$512.31M CIPs w/ 30% contingency)	\$30M	\$129M	\$92M	\$95M	\$346M
SCENARIO 5 (\$512.31M CIPs w/ 30% contingency)	\$31M	\$132M	\$97M	\$101M	\$361M

Scenario Rate Increases Comparison

SCENARIO	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	TOTAL Rate Increase
SCENARIO 1 (average of 6.04%)	8.44%, \$1.67	7.78%, \$1.80	7.22%, \$1.93	6.74%, \$2.06	0.00%, \$2.06	\$0.52/kgal
SCENARIO 2 (average of 8.46%)	8.44%, \$1.67	9.58%, \$1.83	9.29%, \$2.00	9.50%, \$2.19	5.48%, \$2.31	\$0.77/kgal
SCENARIO 3 (average of 8.91%)	8.44%, \$1.67	8.98%, \$1.82	8.79%, \$1.98	9.09%, \$2.16	9.26%, \$2.36	\$0.82/kgal
SCENARIO 4 (average of 6.86%)	8.44%, \$1.67	8.98%, \$1.82	8.79%, \$1.98	8.08%, \$2.14	0.00%, \$2.14	\$0.60/kgal
SCENARIO 5 (average of 10.27%)	8.44%, \$1.67	10.78%, \$1.85	10.81%, \$2.05	10.73%, \$2.27	10.57%, \$2.51	\$0.97/kgal

* \$1.54/kgal in FYE 2024

Scenario 3 – 20% Contingency with 4% Growth Rate

	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029
Beginning Fund Balance	\$90.0M	\$58.1M	\$20.6M	\$20.5M	\$20.7M	\$20.4M
Growth Rate		4.0%	4.0%	4.0%	4.0%	4.0%
Revenue Increase		8.44%	8.98%	8.79%	9.09%	9.26%
Revenues	\$43.9M	\$49.6M	\$54.9M	\$61.4M	\$69.5M	\$78.9M
Debt Issuance (\$327M)		24.0M	121.0M	89.0M	93.0M	
Operating Expenses	(22.6M)	(23.4M)	(25.1M)	(26.8M)	(28.7M)	(30.5M)
Debt Service			(6.2M)	(13.2M)	(18.4M)	(23.8M)
Policy Expenses			(0.5M)	(0.5M)	(0.5M)	(0.5M)
CIPs w/ 20% contingency	(53.2M)	(87.7M)	(144.2M)	(109.6M)	(115.3M)	(20.0M)
Ending Fund Balance	\$58.1M	\$20.6M	\$20.5M	\$20.7M	\$20.4M	\$24.7M
Resulting Rate (\$/kgal)	\$1.54	\$1.67	\$1.82	\$1.98	\$2.16	\$2.36

National Wholesale Monthly Bill Comparison

