



**City Council
Meeting Agenda
February 27, 2024
6:00 PM
Bentonville City Hall**

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. Those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make “live” public comments orally in the event they cannot attend the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

*If you would like to attend virtually, please register at the following link by 4:00 p.m. on February 27, 2024:

https://us02web.zoom.us/webinar/register/WN_BesR3dj7St6l1B6QBUoU5A

Council Questions/Discussion concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: February 13, 2024

I. New Business

1. Recognition of Thaden School Urban Studies Students for Outstanding Student Project

Informational

Presenting the award from the Arkansas Chapter of the American Planning Association for the 2023 Outstanding Student Project Award to Thaden School Urban Studies Students.

2. Upskill Northwest Arkansas Report

Informational

Update on the achievements of Upskill Northwest Arkansas.

3. **Resolution to Recognize Captain David Townsend on his Retirement from the City** **Resolution**
Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Captain David Townsend on his retirement from the City of Bentonville Police Department, effective February 29, 2024.
4. **Resolution to Award IFB-24-13 for (12) Police Vehicles from Superior Auto Group** **Resolution**
Resolution awarding bid IFB-24-13 to Superior Auto Group in Siloam Springs, AR in the amount of \$887,522.04 for the purchase of (12) 2024 Chevrolet Tahoes 2WD PPV (9C1), to include all upfitting of emergency equipment and warranties. No budget adjustment is needed.
5. **Resolution and Budget Adjustment Recognizing a Donation from the Rotary Club of Bentonville** **Resolution**
Resolution recognizing a donation in the amount of \$320.00 from the Rotary Club of Bentonville to the Bentonville Police Department. A budget adjustment is needed to recognize and appropriate funds.
6. **Resolution and Budget Adjustment Recognizing a Donation from the Sons of American Revolution** **Resolution**
Resolution recognizing a donation in the amount of \$250.00 from the Sons of the American Revolution to the Bentonville Police Department. A budget adjustment is needed to recognize and appropriate funds.
7. **Resolution and Budget Adjustment Recognizing a Department of Public Safety Equipment Grant** **Resolution**
Resolution and budget adjustment recognizing a Department of Public Safety (DPS) Equipment Grant (award #24PSEG012) in the amount of \$47,966.82. A budget adjustment is needed to recognize and appropriate funds.
8. **Resolution authorizing the Purchase of an E-One Fire Engine from Banner Fire Equipment, Inc.** **Resolution**
A resolution authorizing the purchase a 2024 E-One Engine and associated equipment from Banner Fire Equipment Inc. through the HGAC cooperative purchasing program in the amount of \$995,000.00. No budget adjustment is needed.
9. **Resolution approval to Declare Various Items as Surplus** **Resolution**
Request for approval of a Resolution to declare various items as surplus, to be sold via public Online Auction or disposed of properly at a later date. No budget adjustment is required.
10. **Resolution to Purchase and Install of a Shade Structure for the Playground at Orchards Park** **Resolution**
Staff requests a City Council resolution for the approval of the purchase and installation of a shade structure for the playground at Orchard park, in the amount of \$41,788.22. No budget adjustment is needed.

11. **Ordinance approving Waiver of Bid for Adam Fortin for Triathlon Services** **Ordinance***
A waiver of bid for Adam Fortin for Triathlon services for Bentonville Parks and Recreation. No budget adjustment is required.
12. **Ordinance approving a Waiver of Bid for Team E Multi Sport LLC. Masters Swimming Services** **Ordinance***
A waiver of bid for Team E Multi Sport LCC for Masters Swimming services for Bentonville Parks and Recreation. No budget adjustment is needed.
13. **Ordinance approving a Waiver of Bid for Team E Multi Sport LLC. Triathlon Services** **Ordinance***
A waiver of bid for Team E Multi Sport LCC for Triathlon services for Bentonville Parks and Recreation. No budget adjustment is required.
14. **Public Hearing and Ordinance Vacating a Utility Easement (VAC23-0023)** **Ordinance***
Public Hearing and approval of Ordinance vacating a Utility Easement Vacations located at Lot 20 of College Place Subdivision Phase 8 (VAC23-0023).
15. **PIIP22-0029 Rainbow Curve ORC Work Order 2023-#4 - Amendment 1** **Resolution**
Amendment to ORC Work Order 2023-#4 for additional appraisals required for property acquisitions. No budget adjustment is needed.
16. **Resolution for the FY2023 Flood Mitigation Assistance Grant** **Resolution**
Staff recommends accepting grant funds, to study and form conceptual design for drainage improvements for Little Osage Tributary 2. No budget adjustment is needed at this time.
17. **Resolution authorizing SW 28th & SW Featherston Purchase of Wetland Mitigation Credits** **Resolution**
Resolution allowing the Mayor and City Clerk to enter into an agreement with Streamworks Mitigation Services, LLC, authorizing the purchase of 2.17 Wetland Mitigation Credits for the SW 28th St & SW Featherston Street Improvement Project. No budget adjustment is needed.
18. **Resolution authorizing SW Gator Blvd Purchase of Wetland Mitigation Credits** **Resolution**
Resolution allowing the Mayor and City Clerk to enter into an agreement with Streamworks Mitigation Services, LLC, authorizing the purchase of 3.65 Wetland Mitigation Credits for the SW Gator Blvd-S Morningstar drainage improvement project. No budget adjustment is needed.

II. Utility Board

1. **Ordinance approving a Waiver of Bid to Order 3 Phase Transformers** **Ordinance***
Ordinance to waive competitive bidding to purchase 3 phase transformers from AECl, in an amount not to exceed \$415,619.00 plus applicable taxes. An emergency clause is required. Approved by Utility Board 5-0. No budget adjustment is required.

III. Planning

1. **Rezoning - Payne - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential (RZ24-0002) -1126 Fillmore Street** **Ordinance***
The Planning Commission voted 6-0, recommending approval.

An Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential; and for other purposes.
2. **Future Land Use Map Amendment - RLP Developments - Low Density Residential (LDR) to Agriculture (RZ24-0003) -Piercy Road** **Resolution**
The Planning Commission voted 6-0, recommending approval.

A Resolution amending the City of Bentonville Future Land Use Map for a specific area from Low-Density Residential to Agriculture; and for other purposes.
3. **Rezoning - RLP Developments - R-1, Low-Density Single-Family Residential to A-1, Agriculture (RZ24-0003) -Piercy Road** **Ordinance***
The Planning Commission voted 6-0, recommending approval.

An Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to A-1, Agricultural; and for other purposes.

Public Comments on Tonight's Agenda Items (Limited Public Forum)



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Shelli Kerr
Phone:	479-271-6822	For Department(s):	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

☒ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☐ Resolution	☒ Informational	

Title, Recommendation & Justification

Title:	Recognition of Thaden School Urban Studies Students for Outstanding Student Project
Action Recommendation & Justification:	Presenting the award from the Arkansas Chapter of the American Planning Association for the 2023 Outstanding Student Project Award to Thaden School Urban Studies Students.
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$ 0
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Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$ Expense	\$ Revenue
Account Number (ORG-OBJECT)	Account Description	\$ Expense	\$ Revenue
Account Number (ORG-OBJECT)	Account Description	\$ Expense	\$ Revenue
Account Number (ORG-OBJECT)	Account Description	\$ Expense	\$ Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Mayor Stephanie Orman
Phone:	(479) 271-5966	For Department(s):	Administration
Email:	sorman@bentonvillear.com		

Item Type (Check all that apply)

☒ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☐ Resolution	☒ Informational	

Title, Recommendation & Justification

Title:	Upskill Northwest Arkansas Report
Action Recommendation & Justification:	Update on the achievements of Upskill Northwest Arkansas.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

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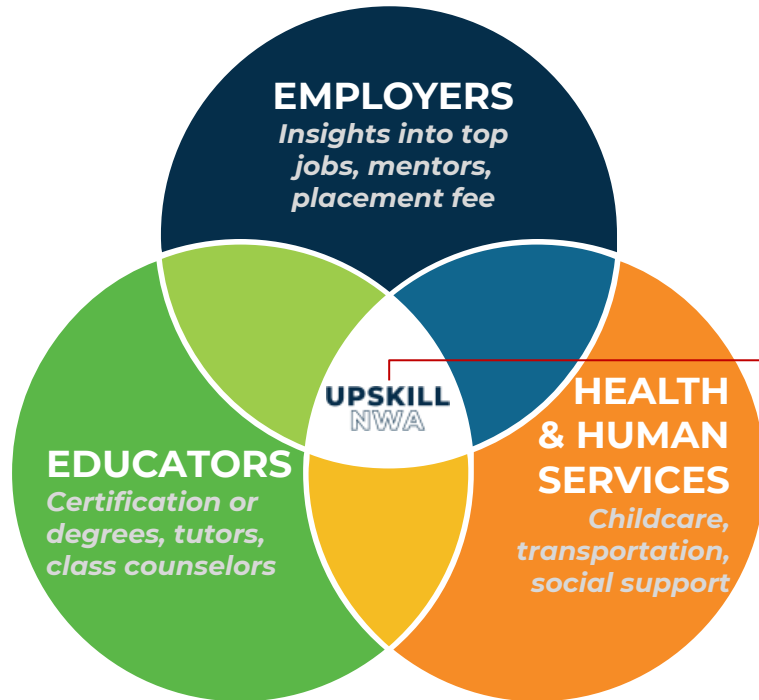


Walton Family Foundation and Excellerate Foundation announced the creation of a sectoral-based workforce development organization in July 2021



STRUCTURE

Modeled after Project QUEST in Texas, three operational pieces are coordinated by Upskill NWA



Coordination, management, career navigation, coaching

Community

NWA Council

Philanthropy

MEASURES OF SUCCESS

Measures of Success were jointly defined

EDUCATIONAL SUCCESS

- The upskilling project will have served at least 225 participants.
- At least 60% of participants will have persisted in the program (i.e. graduate or be on track to graduate with the targeted degree or credential).

WORKFORCE EXPANSION

- At least 75% of participants who have graduated will have been placed with a partner employer within three months of graduation.
- For participants placed with a partner employer, at least 75% will have remained (or will be on track to have remained) with that employer for at least two years.

INCOME ADVANCEMENT

- For participants placed with a partner employer, at least 75% will have either their annual *household* income increase to at least 80% AMI (approximately \$50,000) *or* their annual *individual* income will increase by at least \$15,000.

COMMUNITY RETURN ON INVESTMENT

- The community will see a social and financial return on investment, such as increased tax revenues from gainfully employed participants and future expansion of the skilled workforce through higher college attendance rates for their children.

ORGANIZATIONAL SUSTAINABILITY

- The upskilling organization will be able to secure funding to cover operating costs of supporting participants on an ongoing basis based on the metrics outlined above.

Retention rates are exceeding our stated goals of 60%

89%

251 committed to the program
28 have left the program

223 current participants

Placement rates meet or exceed our goal of 75%

84%

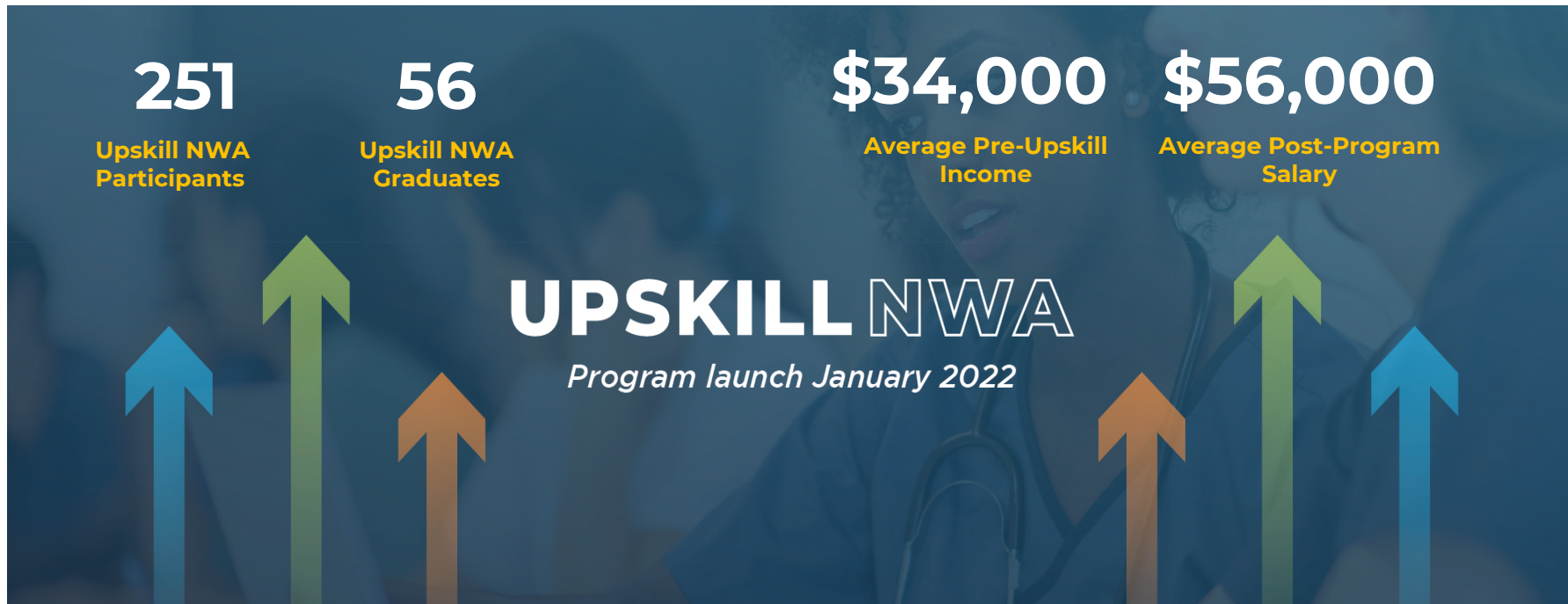
47 of 56 graduates were hired by
employer partners

Of these: **87% or 41** were hired within 90 days

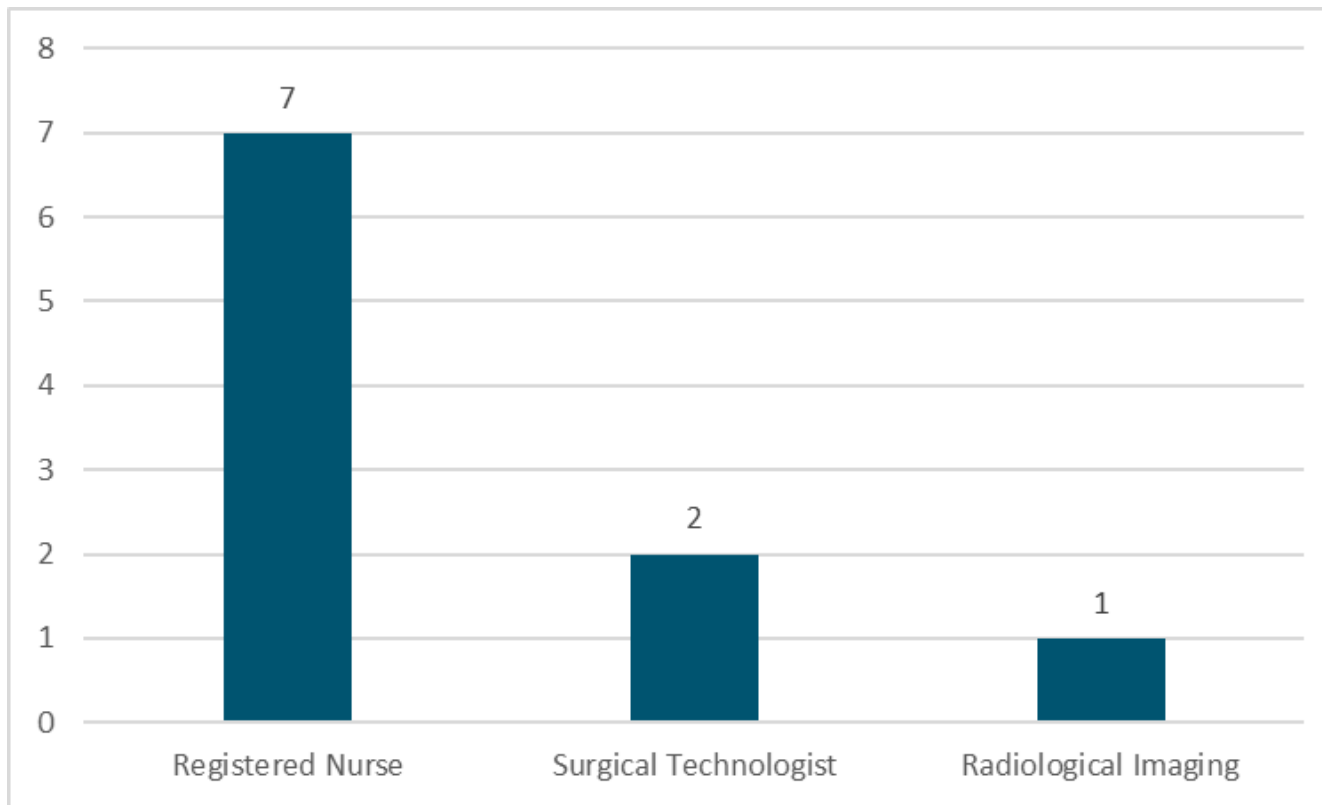
75%

Total graduates were hired within 90 days

Household income advancement is exceeding >\$50,000



Bentonville residents represented across all programs



COMMUNITY RETURN ON INVESTMENT

Bentonville Snapshot *

Stated goal is 8:1 ROI
Current pace is 19:1

\$27,937 annual wage increase

X 10 students

X 5 year post-grad impact

=====

\$1.4 M

$1.4 / \$71,933^* = 19:1$

*287,731 x ¼ (1 yr. of grant)

Active/Graduate Students by Program of Study

Program of Study

- Registered Nurs...
- Surgical Technici...
- Radiological Ima...

23%

ROI 19:1

59%

Total Active Student
Current Income

290.52K

Avg Student Pre
Program Income

\$22,348

Total Wage Differential
Dollar Potential

363.18K

Avg Wage Differential
Dollar Potential

\$27,937

Total Gross
Salary Potential

\$653.70K

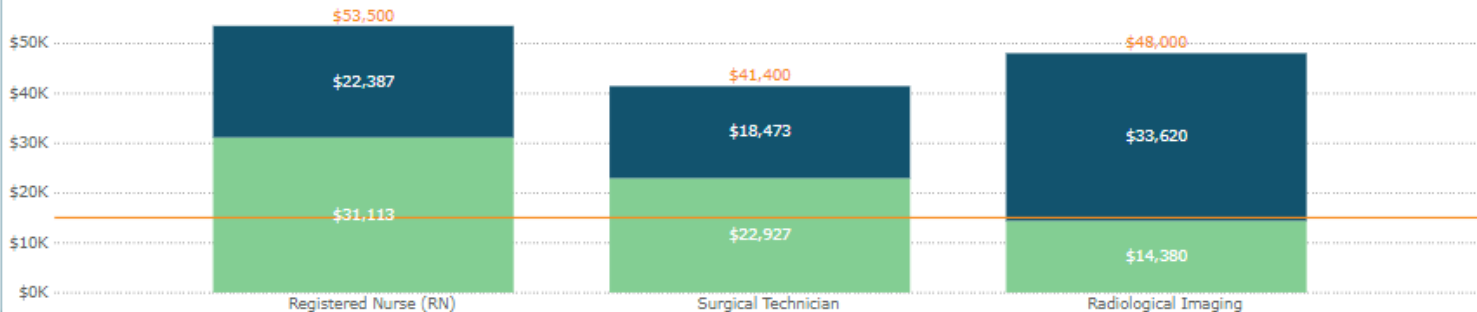
Avg Gross Salary
Potential

50,285



Active/Graduate Student Wage Differential \$ by Program of Study

• Avg Wage Increase • Pre Program Avg Participant Income



Additional efforts are underway to ensure future sustainability

- **Employer Relationships**
- **Public Sector Relationships**
- **Future support**
 - National, Regional, Local Philanthropy
 - State Support
 - Individual Donor Program



In June 2023, Excellerate Foundation and Upskill NWA received the HUD Secretary's Award for Public-Philanthropic Partnerships from the Council on Foundations.



This program is going to change my family's life, my children's life, and my life. It has taken enormous grit...to get into this program...This is the greatest gift I could ever be given. I am going to be forever thankful. It's going to change my life...

Kylie M., Bentonville, AR
2023 Upskill NWA Graduate
Registered Nurse

Thank You
carol.moralez@upskillnwa.com



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Ray Shastid
Phone:	479-271-3172	For Department(s):	Police
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

☒ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to recognize Captain David Townsend on his retirement from the City
Action Recommendation & Justification:	Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Captain David Townsend on his retirement from the City of Bentonville Police Department, effective February 29, 2024.
Additional Comments for Consideration (Optional):	This resolution recognizes David Townsend for 28 years of dedicated and decorated law enforcement service to the Bentonville Police Department. This resolution also wishes David Townsend much health, happiness, and continued success in all of his future endeavors. See attached resolution. (Attached resolution)
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Insurance		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Page 20 of 292



City of Bentonville State of Arkansas

RESOLUTION

CAPTAIN

Don D. Townsend

WAS BORN IN BENTONVILLE, ARKANSAS AND GRADUATED FROM BENTONVILLE HIGH SCHOOL IN MAY 1990; AND _____

WHEREAS, CAPTAIN DON DAVID TOWNSEND BEGAN HIS 28 YEAR ARKANSAS LAW ENFORCEMENT CAREER BY JOINING THE BENTONVILLE POLICE DEPARTMENT ON MARCH 4, 1996, WHERE HE SERVED AS A PATROL OFFICER AND AS THE DEPARTMENT TRAINING OFFICER, AS WELL AS A MEMBER OF THE DEPARTMENT'S ORIGINAL SPECIAL RESPONSE TEAM, UNTIL HIS ASSIGNMENT TO THE CRIMINAL INVESTIGATIONS DIVISION, WHERE HE WAS ASSIGNED AS A NARCOTICS DETECTIVE AND ULTIMATELY SERVED WITH DISTINCTION AS A TASK FORCE OFFICER FOR THE U.S. DRUG ENFORCEMENT AGENCY FROM JUNE OF 2000 UNTIL MAY 2012; AND _____

WHEREAS, CAPTAIN DON DAVID TOWNSEND WAS PROMOTED TO THE RANK OF SERGEANT IN JULY 2013 WHERE HE SUPERVISED THREE ADDITIONAL NARCOTICS OFFICERS, GRADUATED THE PRESTIGIOUS CRIMINAL JUSTICE INSTITUTE'S NARCOTICS OFFICER CERTIFICATE PROGRAM (NOCF), AND THE SCHOOL OF LAW ENFORCEMENT SUPERVISION (SLES), AS WELL AS COMPLETED NUMEROUS OTHER NARCOTIC RELATED COURSES; AND _____

WHEREAS, CAPTAIN DON DAVID TOWNSEND WAS PROMOTED TO THE RANK OF LIEUTENANT IN OCTOBER 2016 AND CAPTAIN IN OCTOBER 2017, WHERE HE SERVED IN ASSIGNMENTS AS SHIFT COMMANDER AND DIVISION COMMANDER IN THE PATROL DIVISION, AND IN JUNE OF 2020 SERVED AS THE DIVISION COMMANDER OF THE CRIMINAL INVESTIGATIONS DIVISION, WHERE HE HAS GUIDED MANY SUCCESSFUL INVESTIGATIONS AND ENSURED ABOVE AVERAGE QUALITY IN ALL CASES INVESTIGATED INCLUDING INTERNAL AFFAIRS, AND PROVIDED POSITIVE LEADERSHIP AND SET THE STANDARD FOR RELIABILITY AND LOYALTY; AND _____

WHEREAS, CAPTAIN DON DAVID TOWNSEND SUCCESSFULLY COMPLETED SEVERAL ADVANCED LEADERSHIP COURSES, INCLUDING BENTON COUNTY LEADER, AND THE COVETED TRILOGY AWARD FROM THE FBI-LAW ENFORCEMENT EXECUTIVE DEVELOPMENT ASSOCIATION; AND _____

WHEREAS, CAPTAIN DON DAVID TOWNSEND AS CAPTAIN OF THE CRIMINAL INVESTIGATIONS DIVISION OF THE BENTONVILLE POLICE DEPARTMENT, HAS CONTINUED TO FAITHFULLY SERVE UNTIL HIS RETIREMENT AND, THROUGH HIS COUNTLESS ACTIVITIES AND ACCOMPLISHMENTS, DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE. _____

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE, HEREBY COMMENDS AND CONGRATULATES CAPTAIN DON DAVID TOWNSEND FOR HIS 28 YEARS OF DEDICATED SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS. _____

GIVEN THIS 27th day of February 2024, in Bentonville, in the
Great State of Arkansas, in the United States of America.



Stephanie Orman, Mayor

Kirby Romines, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Chief Ray Shastid
Phone:	479-271-3170	For Department(s):	Police Department
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to Award IFB-24-13 for (12) Police Vehicles from Superior Auto Group
Action Recommendation & Justification:	Resolution awarding bid IFB-24-13 to Superior Auto Group in Siloam Springs, AR in the amount of \$887,522.04 for the purchase of (12) 2024 Chevrolet Tahoes 2WD PPV (9C1), to include all upfitting of emergency equipment and warranties. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The 2024 budgeted amount for these 12 vehicle purchases was \$831,600.00. Separate line items for equipment in capital vehicles will cover the remaining balance with no budget adjustment needed (see memo). This purchase would also result in a "warranty in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle. Superior Auto Group of Siloam Springs, AR was the only responsive bid received.
Amount for Approval:	\$ 887,522.04

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Page 22 of 292



MEMORANDUM

Police Department

TO: City Council and Mayor Stephanie Orman
FROM: Ray Shastid, Chief of Police
DATE: August 22, 2023
SUBJECT: IFB-24-13; (12) 2024 Chevrolet Tahoes 2WD PPV (9C1) with upfitting

On February 6, 2024, the City of Bentonville only received one responsive bidder for twelve (12) 2024 Chevrolet Tahoes 2WD PPV (9C1), to include all upfitting of emergency equipment and warranties. Vehicle purchases continue to be difficult for police departments with limited state vehicle contract awards, along with increased equipment pricing from vendors. Furthermore, dealerships are also limited by the supply of state/government vehicles that go into production and available for sales.

Staff recommends the approval of bid IFB-24-13 to Superior Auto Group (Siloam Springs) in the amount of \$887,522.04. The 2024 budgeted amount for this was \$831,600.00. The remaining balance of \$55,922.04 can be covered within the capital vehicle expense account using a line item designated for radios. If approved by council to use this line item for the remaining balance, **no budget adjustment is needed.**

Having Superior Auto Group source these items and provide the professional installation will streamline the process, protect our vehicle warranties, and also allow the equipment and up fitting costs to be included in the final purchase price of the vehicle(s). This purchase would also result in a "warranty in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	2/6/24	Time of Bid Opening:	1:00PM	Solicitation ID Number:	IFB-24-13
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Solicitation Title: Twelve (12) 2024 Chevrolet Tahoe 2WD PPV (9C1) with Upfitting

Bidder:			Superior Auto Group	
Line Item	Quantity (Unit of Measure = EA)	Description	Unit Price	Extended Price
1	12	New 2024 Chevrolet PPV Tahoe (9C1), 2WD, 4Door, as specified	\$52,167.00	\$626,004.00
2	12	Upfitting of Tahoes, as specified	\$21,793.17	\$261,518.04
		Total Bid Price	\$887,522.04	

purchasing@bentonvillear.com - (479) 271-3115

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB 24-13 TO SUPERIOR AUTO GROUP FOR THE PURCHASE OF TWELVE (12) 2024 CHEVROLET TAHOES 2WD PPV (9C1), FOR THE BENTONVILLE POLICE DEPARTMENT, IN THE AMOUNT OF EIGHT HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-TWO DOLLARS AND FOUR CENTS (\$887,522.04); AND FOR OTHER PURPOSES.

WHEREAS, Superior Auto Group is the only responsive bid received for bid IFB-24-13;

WHEREAS, this contract covers the purchase of twelve (12) 2024 Chevrolet Tahoes 2WD PPV (9C1), to include all upfitting of emergency equipment and warranties for the Bentonville Police Department; and

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Superior Auto Group for the purchase of twelve (12) 2024 Chevrolet Tahoes 2WD PPV (9C1) for the Bentonville Police Department, in the amount of eight hundred eighty-seven thousand five hundred twenty-two dollars and four cents (\$887,522.04); and

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Chief Ray Shastid
Phone:	479-271-3170	For Department(s):	Police Department
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☒ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution and Budget Adjustment Recognizing a Donation from the Rotary Club of Bentonville
Action Recommendation & Justification:	Resolution recognizing a donation in the amount of \$320.00 from the Rotary Club of Bentonville to the Bentonville Police Department. A budget adjustment is needed to recognize and appropriate funds.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 320.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

102010-37010	Miscellaneous Donation	\$	\$320.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-42830	Miscellaneous Expense	\$ 320.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A DONATION FROM THE ROTARY CLUB
OF BENTONVILLE, IN THE AMOUNT OF THREE HUNDRED TWENTY
DOLLARS (\$320.00); ADJUSTING THE 2024 BUDGET TO RECOGNIZE AND
APPROPRIATE SAID DONATION; AND FOR OTHER PURPOSES.**

WHEREAS, the Rotary Club of Bentonville has generously donated in support of the Bentonville Police Department;

WHEREAS, a donation of three hundred twenty dollars (\$320.00) was made; and

WHEREAS, a budget adjustment will be needed to recognize revenue and appropriate it into an expense account;

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

Section 1: The 2024 Budget is adjusted to recognize three hundred twenty dollars (\$320.00) of donations into Account #102010-37010 – Miscellaneous Donations and appropriating the same to Account #102010-42830 – Miscellaneous Expense;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Chief Ray Shastid
Phone:	479-271-3170	For Department(s):	Police Department
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☒ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution and Budget Adjustment Recognizing a Donation from the Sons of American Revolution
Action Recommendation & Justification:	Resolution recognizing a donation in the amount of \$250.00 from the Sons of the American Revolution to the Bentonville Police Department. A budget adjustment is needed to recognize and appropriate funds.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 250.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

102010-37010	Miscellaneous Donation	\$	\$250.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-42830	Miscellaneous Expense	\$250.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A DONATION FROM THE SONS OF
AMERICAN REVOLUTION, IN THE AMOUNT OF TWO HUNDRED FIFTY
DOLLARS (\$250.00); ADJUSTING THE 2024 BUDGET TO RECOGNIZE AND
APPROPRIATE SAID DONATION; AND FOR OTHER PURPOSES.**

WHEREAS, the Sons of American Revolution has generously donated in support of the Bentonville Police Department;

WHEREAS, a donation of two hundred fifty dollars (\$250.00) was made; and

WHEREAS, a budget adjustment will be needed recognizing revenue and appropriate into an expense account;

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

Section 1: The 2024 Budget is adjusted to recognize two hundred fifty dollars (\$250.00) of donations into Account #102010-37010 – Miscellaneous Donations and appropriating the same to Account #102010-42830 – Miscellaneous Expense;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Chief Ray Shastid
Phone:	479-271-3170	For Department(s):	Police Department
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☒ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution and Budget Adjustment Recognizing a Department of Public Safety Equipment Grant
Action Recommendation & Justification:	Resolution and budget adjustment recognizing a Department of Public Safety (DPS) Equipment Grant (award #24PSEG012) in the amount of \$47,966.82. A budget adjustment is needed to recognize and appropriate funds.
Additional Comments for Consideration (Optional):	This grant was awarded in 2024 to purchase specific personal protection equipment (tasers) as directed on the submission.
Amount for Approval:	\$ 47,966.82

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

102010-33411	State Operating Grant	\$	\$47,966.82
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-42510	Minor Equipment	\$47,966.82	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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COL. MIKE A. HAGAR
Secretary

State of Arkansas
Governor Sarah Huckabee Sanders



DR. MARY HUGHES
Director

DEPARTMENT OF PUBLIC SAFETY RESEARCH AND PLANNING DIVISION

1 State Police Plaza Drive
Little Rock, Arkansas 72209
Office: (501) 618-8235

ARKANSAS PUBLIC SAFETY EQUIPMENT GRANT AWARD APPROVED BUDGET

Award Number: 24PSEG012

Bentonville Police Department
1000 SW 14th St.
Bentonville, AR 72712

CATEGORY 12: NON-LETHAL PUBLIC SAFETY EQUIP. \$47,966.82
(Tasers, etc.)

TOTAL AWARD: \$47,966.82

❖ The following items will NOT be considered for funding and your awarded funds must not be used for these items:

- Salaries, overtime, fringe benefits related to salaries
- Any Specialty Court
- Real Estate
- Vessel or Aircraft
- Vehicles
- Firearms
- Construction Projects
- Buy Money

Congratulations on your 2024 DPS Public Safety Equipment Grant Program Award. We look forward to working with your agency to continue to improve community trust within the State of Arkansas. Please feel free to contact us by email at dps.rpgrants@dps.arkansas.gov or phone at (501) 618-8235 if you have any questions.



COL. MIKE A. HAGAR
Secretary

State of Arkansas
Governor Sarah Huckabee Sanders

DEPARTMENT OF PUBLIC SAFETY

1 State Police Plaza Drive
Little Rock, Arkansas 72209
Office: (501) 618-8235

MEMORANDUM OF UNDERSTANDING

In accordance with Act 786 of 2021 the Arkansas Department of Public Safety is responsible for awarding funding from the Public Safety Equipment Grant Fund. Pursuant to the foregoing authority, the Arkansas Department of Public Safety has established the Public Safety Equipment Grant Fund Committee to award funding to applicants who, in the Committee's judgment, best facilitate improving trust between Arkansas law enforcement officers and the communities they serve.

The purpose of this memorandum of understanding is to outline the requirements for applicants that receive grant funding under the DPS Public Safety Equipment Grant Program.

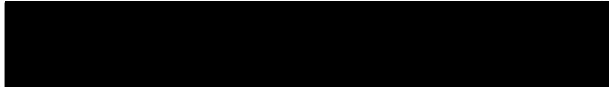
Based on the above, the Arkansas Department of Public Safety ("DPS") and the
(Bentonville Police Department) ("Agency") agree as follows:

1. The Agency will maintain records and receipts for items purchased with the grant funds and will furnish copies of all receipts to DPS quarterly by the end of the month (March, June, September, and December) following the expenditure.
2. Any modification or changes exceeding 10% to the Agency's approved budget must be authorized by the DPS Committee before expenditures for the changes can be made. Any awarded funds not expended during the period set out in the preceding paragraph and in accordance with the budget or approved changes shall be refunded to DPS by 4:30 p.m. December 31, 2024.
3. The awarded funds are subject to audit by DPS and/or the Department of Legislative Audit. Misuse of these funds will result in the Agency being required to reimburse DPS for the funds awarded. Any false, fictitious, or fraudulent statements or claims may result in criminal, civil, or administrative penalties and may prohibit administrations from receiving future awards. (U.S. Code, Title 18, Section 1001)
4. Agencies will be required to complete any surveys related to the implementation and success of the program.
5. The following items will NOT be considered for funding and any funds awarded should not be used for these items:
 - Salaries, over time, fringe benefits related to salaries
 - Any Specialty Court
 - Real Estate
 - Vessel or Aircraft
 - Vehicles
 - Firearms
 - Construction Projects
 - Buy Money

6. DPS will terminate this agreement and require repayment of any grant funding in the event of fraud, misuse, or expenditures not related to the approved project.

This MOU is in effect from December 1, 2023 through December 31, 2024 and will remain in full force and effect for the duration of the agreement period, not to exceed one year, unless otherwise terminated by DPS.

SIGNATURES



Col. Mike A. Hagar
Secretary
Arkansas Department of Public Safety

Date: 11/22/2023

Police Chief Ray Shastid
Authorized Representative
Bentonville Police Department

Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE DEPARTMENT OF PUBLIC SAFETY (AWARD #24PSEG012), IN THE AMOUNT OF FORTY-SEVEN THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS AND EIGHTY-TWO CENTS (\$47,966.82); ADJUSTING THE 2024 BUDGET TO RECOGNIZE AND APPROPRIATE SAID GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department is awarded equipment grant funds, in the amount of forty-seven thousand nine hundred sixty-six dollars and eighty-two cents (\$47,966.82), from the Department of Public Safety to be used to purchase specific personal protection equipment (tasers) as directed on the submission; and

WHEREAS, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Department of Public Safety in which Bentonville Police Department will receive forty-seven thousand nine hundred sixty-six dollars and eighty-two cents (\$47,966.82) in equipment grant funds;

Section 2: The 2024 Budget is hereby adjusted to recognize said grant funds into Account #102010-33411 – State Operating Grant;

Section 3: The 2024 Budget is further adjusted to appropriate the same into Account #102010-42510 – Minor Equipment;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Jeremy Metcalf
Phone:	479-271-3151	For Department(s):	Fire
Email:	jmetcalf@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution authorizing the purchase of an E-One Fire Engine from Banner Fire Equipment, Inc.
Action Recommendation & Justification:	A resolution authorizing the purchase a 2024 E-One Engine and associated equipment from Banner Fire Equipment Inc. through the HGAC cooperative purchasing program in the amount of \$995,000.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The funds are budgeted in 2024 under Vehicles Account # 47420 and will be funded with impact fees. This Engine will add an additional unit to the fire departments fleet. Currently if we have an Engine (fire apparatus) that is out of service for unseen reasons we do not have a backup or replacement unit to use to provide fire protection to the district that had the out of service Engine. This purchase follows the City's purchasing policy and is line with Arkansas Code; therefore, it does not need to be bid.
Amount for Approval:	\$ 995,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Page 35 of 292

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AGREEMENT WITH BANNER FIRE EQUIPMENT INC,
FOR THE PURCHASE OF AN E-ONE FIRE ENGINE, IN AN AMOUNT NOT
TO EXCEED NINE HUNDRED NINETY-FIVE THOUSAND DOLLARS
(\$995,000.00); AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville Fire Department requests to enter into an agreement with Banner Fire Equipment, Inc. to purchase an E-One Fire Engine;

WHEREAS, this purchase is through participation in the HGAC cooperative purchasing contract, FS12-23, for nine hundred ninety-five thousand dollars (\$995,000.00);

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Banner Fire Equipment, Inc. to purchase an E-One Fire Engine through participation in the HGAC cooperative purchasing contract, FS12-23, in the amount of nine hundred ninety-five thousand dollars (\$995,000.00);

Section 2: As this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Kelsi Frederick
Phone:	479-271-3115	For Department(s):	Legal
Email:	kfrederick@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution approval to Declare Various Items as Surplus
Action Recommendation & Justification:	Request for approval of a Resolution to declare various items as surplus, to be sold via public Online Auction or disposed of properly at a later date. No budget adjustment is required.
Additional Comments for Consideration (Optional):	The purpose of this declaration of surplus is to declare the various items that missed the City Council meeting on 1/23/24. The IT Surplus will be split between accounts 101010 and 503530 when the funds get credited back to the departments. The remaining surplus will be credited back to various Departments listed. See attached list for more details on the items to be declared as surplus and either sold via public Online Auction or disposed of properly.
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

No cost to the City

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY, BELONGING TO
VARIOUS DEPARTMENTS OF THE CITY OF BENTONVILLE, AS
SURPLUS PROPERTY; AUTHORIZING ITS DISPOSAL; AND FOR
OTHER PURPOSES.**

WHEREAS, the City Council of the City of Bentonville has determined that the list of items from various departments in the attached Exhibit “A”, have become obsolete and are no longer used by the City; therefore, they should be declared surplus property;

WHEREAS, upon being approved and declared as surplus, these items will be sold via online auction or properly disposed of; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The City of Bentonville may dispose of the items contained in attached Exhibit “A”;

Section 2: A record of all items that are disposed of shall be maintained;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK

City of Bentonville Surplus 2.27.2024

Line Number	Item Description	Qty	UOM	Department 1	Department 2 (if applicable)	General Category	Asset ID, S/N, VIN (if any)
1	Laser Jet Pro M404dn printer	1	Ea	Fire (BI)		Office	
2	Fujitsu fi-6770 Scanner	1	Ea	Fire (BI)		Office	
3	IBM/Lexmark Wheelwriter 1000 Electric Typewriter	1	Ea	HR		Office	
4	Ambico V-0554 Tripod	1	Ea	HR		Office	
5	2010 Chevy Silverado 4x4, Mileage: Approx 71,295	1	Ea	WW		Vehicle	Asset ID: 3030-16, VIN: 1GCSKREA3AZ191256
6	2005 Dodge Dakota, Mileage: Approx 40,505	1	Ea	WW		Vehicle	Asset ID: 3030-11, VIN: 1D7HE22K8SS296658
7	2012 Chevy Silverado 1500, Mileage: Approx 142,152	1	Ea	WW		Vehicle	Asset ID: 3030-18, VIN: 1GCNKPE06CZ255625
8	2006 Chevy Impala, Mileage: Approx 67,345	1	Ea	Legal		Vehicle	VIN: 2G1WS551X69367370
9	Lot of Desktop Computers (see pages 2-10)	1	Lot	Admin	Utility Billing	Office	See pages 2-10
10	Lot of Laptop Computers (see pages 11-13)	1	Lot	Admin	Utility Billing	Office	See pages 11-13
11	Lot of Printers (see pages 14-15)	1	Lot	Admin	Utility Billing	Office	See pages 14-15
12	Lot of iPads and iPhones (see pages 16-20)	1	Lot	Admin	Utility Billing	Office	See pages 16-20
13	Lot of WiFi Access Points (see pages 21-22)	1	Lot	Admin	Utility Billing	Office	See pages 21-22
14	Lot of Network/Server Miscellaneous Equipment (see page 23)	1	Lot	Admin	Utility Billing	Office	See page 23
15	Lot of Switches (see pages 24-25)	1	Lot	Admin	Utility Billing	Office	See pages 24-25
16	Lot of Miscellaneous IT Equipment (see page 26)	1	Lot	Admin	Utility Billing	Office	See page 26

City of Bentonville Surplus 2.27.2024

Desktop Computers

<u>Line Number</u>	<u>Incomplete/Complete*</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
1	Incomplete	C200301	2003	IBM	N/A	1S830721UKLKWR6P
2	Complete	C200725	2007	Dell	OptiPlex 9010	91QSDC1
3	Complete	C200741	2007	Dell	PowerEdge 840	BY2D1D1
4	Complete	C200843	2008	Dell	OptiPlex 755	C364HF1
5	Complete	C200838	2008	Dell	OptiPlex 755	9V54HF1
6	Complete	C200807	2008	Dell	Precision T5400	G9905G1
7	Complete	C200910	2009	Dell	OptiPlex 755	C2YCYH1
8	Complete	C200917	2009	Dell	OptiPlex 755	706DYH1
9	Complete	Unknown	2009	Dell	OptiPlex 755	BZYCYH1
10	Complete	C200938	2009	Dell	Precision T3400	G412BK1
11	Complete	C201026	2010	Dell	OptiPlex 780	7NDJGM1
12	Complete	C201047	2010	Dell	OptiPlex 780	JKDJGM1
13	Complete	C201042	2010	Dell	OptiPlex 780	HJDJGM1
14	Complete	C201045	2010	Dell	OptiPlex 780	GLDJGM1
15	Complete	C201052	2010	Dell	OptiPlex 780	GKDJGM1
16	Complete	Unknown	2010	Dell	OptiPlex 780	CGDJGM1
17	Complete	C201040	2010	Dell	OptiPlex 780	6LDJGM1
18	Complete	C201022	2010	Dell	OptiPlex 780	7FDJGM1
19	Complete	C201057	2010	Dell	OptiPlex 780	91Y0PN1
20	Complete	C201006	2010	Dell	Precision T3500	61CPQL1
21	Incomplete	C201132	2011	Dell	OptiPlex 980	4MKLFQ1
22	Incomplete	201105	2011	Dell	OptiPlex 980	1Y7VDP1
23	Incomplete	201129	2011	Dell	OptiPlex 980	4MMKFQ1
24	Incomplete	201114	2011	Dell	OptiPlex 980	4VFHFQ1
25	Complete	C201158	2011	Dell	OptiPlex 790	3BMZVR1
26	Complete	Unknown	2011	Dell	OptiPlex 980	4VMHFQ1
27	Complete	C201141	2011	Dell	OptiPlex 990	C5DDKQ1
28	Complete	C201120	2011	Dell	OptiPlex 980	4VLHFQ1
29	Complete	C201122	2011	Dell	OptiPlex 980	4VHJFQ1
30	Complete	C201104	2011	Dell	OptiPlex 980	JS0MDP1
31	Complete	C201121	2011	Dell	OptiPlex 980	4VLJFQ1

City of Bentonville Surplus 2.27.2024

Desktop Computers

<u>Line Number</u>	<u>Incomplete/Complete*</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
32	Incomplete	C201103	2011	Dell	OptiPlex 990	JSONDP1
33	N/A	C201138	2011	Dell	OptiPlex 980	4MPLFQ1
34	Complete	C201150	2011	Dell	OptiPlex 990	B5960R1
35	Complete	C201230	2011	Dell	OptiPlex 990	47R65V1
36	Complete	C201149	2011	Dell	OptiPlex 990	B58G0R1
37	Incomplete	C201165	2011	Dell	OptiPlex 790	3BRVVR1
38	Complete	C201102	2011	Dell	Precision T3500	96GJCP1
39	Complete	C201234	2012	Dell	OptiPlex 990	47N75V1
40	Complete	C201233	2012	Dell	OptiPlex 990	47L65V1
41	Complete	C201211	2012	Dell	OptiPlex 990	H1FRMS1
42	Complete	C201210	2012	Dell	OptiPlex 990	H1FSMS1
43	Complete	C201250	2012	Dell	OptiPlex 9010	6S0HGX1
44	Complete	CHVICONNVR01	2012	Dell	OptiPlex 990	G6S8WV1
45	Complete	Unknown	2012	Dell	OptiPlex 990	HXJYXV1
46	Complete	C201216	2012	Dell	OptiPlex 990	H1BPMS1
47	Complete	C201208	2012	Dell	OptiPlex 990	H1FMMS1
48	Complete	C201229	2012	Dell	OptiPlex 990	H51PMS1
49	Complete	Unknown	2012	Dell	OptiPlex 990	JNWSMS1
50	Complete	Unknown	2012	Dell	OptiPlex 990	G6S5WV1
51	Complete	C201232	2012	Dell	OptiPlex 990	47Q65V1
52	Incomplete	C201219	2012	Dell	OptiPlex 990	H50PMS1
53	Complete	Unknown	2012	Dell	OptiPlex 990	47N15V1
54	Complete	C201231	2012	Dell	OptiPlex 990	47R35V1
55	Complete	C201202	2012	Dell	OptiPlex 990	7XD6JS1
56	Complete	C201218	2012	Dell	Precision T5500	CBZSMS1
57	Complete	C201245	2012	Dell	Precision T5500	38Y2NS1
58	Complete	C201312	2013	Dell	OptiPlex 9010	GCVVRW1
59	Complete	C201322	2013	Dell	OptiPlex 9010	J82VSW1
60	Complete	C201321	2013	Dell	OptiPlex 9010	J82WSW1
61	Complete	C201372	2013	Dell	OptiPlex 9010	FBK27Y1
62	Complete	C201360	2013	Dell	OptiPlex 9010	6S0LGX1

City of Bentonville Surplus 2.27.2024

Desktop Computers

<u>Line Number</u>	<u>Incomplete/Complete*</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
63	Complete	C201316	2013	Dell	OptiPlex 9010	HKQ5SW1
64	Complete	C201339	2013	Dell	OptiPlex 9010	4FXNTW1
65	Complete	Unknown	2013	Dell	OptiPlex 9010	10WCHX1
66	Complete	C201338	2013	Dell	OptiPlex 9010	HKQ9SW1
67	Complete	C201344	2013	Dell	OptiPlex 9010	4FWPTW1
68	Complete	C201359	2013	Dell	OptiPlex 9010	6S0JGX1
69	Complete	C201353	2013	Dell	OptiPlex 9010	H7WXGX1
70	Complete	C201319	2013	Dell	OptiPlex 9010	4FYMTW1
71	Incomplete	C201379	2013	Dell	Precision T3600	736N9Y1
72	Incomplete	C201516	2013	Dell	Precision T3610	5940B42
73	Incomplete	C201302	2013	Dell	Precision T3600	5N2GQW1
74	Incomplete	C201307	2013	Dell	Precision T3600	3NCZRW1
75	Complete	C201350	2013	Dell	OptiPlex 9010	JKF9HX1
76	Complete	C201364	2013	Dell	OptiPlex 9010	2XJ0GX1
77	Complete	C201331	2013	Dell	OptiPlex 9010	5V6DDX1
78	Complete	C201355	2013	Dell	OptiPlex 9010	H722HX1
79	Complete	C201314	2013	Dell	OptiPlex 9010	J832SW1
80	Complete	C201313	2013	Dell	OptiPlex 9010	HKQ7SW1
81	Complete	C201367	2013	Dell	OptiPlex 9010	H7WWGX1
82	Complete	C201318	2013	Dell	OptiPlex 9010	J833SW1
83	Complete	C201356	2013	Dell	OptiPlex 9010	H723HX1
84	Complete	C201311	2013	Dell	OptiPlex 9010	GCVVRW1
85	Complete	C201380	2013	Dell	OptiPlex 9020	GMQDNY1
86	Incomplete	C201323	2013	Dell	OptiPlex 9010	HKQ3SW1
87	Incomplete	C201326	2013	Dell	OptiPlex 9010	5V8FDX1
88	Incomplete	C201310	2013	Dell	OptiPlex 9010	GCTXRW1
89	Incomplete	C201369	2013	Dell	OptiPlex 9010	FBJ07Y1
90	Complete	Unknown	2014	Dell	OptiPlex 9020	FZ8KDZ1
91	Complete	C201476	2014	Dell	OptiPlex 9020	14FPM22
92	Complete	C201437	2014	Dell	OptiPlex 9020	D9S8M02
93	Complete	C201444	2014	Dell	OptiPlex 9020	9KKWT12

City of Bentonville Surplus 2.27.2024

Desktop Computers

<u>Line Number</u>	<u>Incomplete/Complete*</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
94	Complete	C201472	2014	Dell	OptiPlex 9020	1G42Q02
95	Complete	C201445	2014	Dell	OptiPlex 9020	9PCTT12
96	Complete	C201480	2014	Dell	OptiPlex 7020	FS0B482
97	Complete	201409	2014	Dell	OptiPlex 9020	CJV4CZ1
98	Complete	C201479	2014	Dell	OptiPlex 9020	18HNM22
99	Complete	C201422	2014	Dell	OptiPlex 9020	BLDPDZ1
100	Complete	C201438	2014	Dell	OptiPlex 9020	D9VBM02
101	Complete	C201404	2014	Dell	OptiPlex 9020	CMK2CZ1
102	Incomplete	C201418	2014	Dell	Precision T3600	1407FZ1
103	Incomplete	Unknown	2014	Dell	Precision T3610	FQ2DZ12
104	Complete	C201439	2014	Dell	OptiPlex 9020	D56DM02
105	Complete	C201427	2014	Dell	OptiPlex 9020	DZCGDZ1
106	Complete	C201483	2014	Dell	OptiPlex 9020	161QM22
107	Complete	C201420	2014	Dell	OptiPlex 9020	DN5HDZ1
108	Complete	C201472	2014	Dell	OptiPlex 9020	15TNM22
109	Complete	C201419	2014	Dell	OptiPlex 9020	BMJQDZ1
110	Complete	C201470	2014	Dell	OptiPlex 9020	15YQM22
111	Complete	C201412	2014	Dell	OptiPlex 9020	CK72CZ1
112	Complete	C201436	2014	Dell	OptiPlex 9020	DZHHDZ1
113	Complete	C201421	2014	Dell	OptiPlex 9020	BKTPDZ1
114	Complete	C201453	2014	Dell	OptiPlex 9020	6H4DQ02
115	Complete	C201468	2014	Dell	OptiPlex 9020	59WQM22
116	Complete	C201469	2014	Dell	OptiPlex 9020	59NPM22
117	Complete	C201481	2014	Dell	OptiPlex 9020	5C0RM22
118	Complete	C201402	2014	Dell	OptiPlex 9020	CKG3CZ1
119	Complete	C201449	2014	Dell	OptiPlex 9020	9MLTT12
120	Complete	C201465	2014	Dell	OptiPlex 9020	17HNM22
121	Complete	C201434	2014	Dell	OptiPlex 9020	4J5TP02
122	Complete	C201471	2014	Dell	OptiPlex 9020	59SNM22
123	Complete	C201473	2014	Dell	OptiPlex 9020	59YPM22
124	Complete	C201477	2014	Dell	OptiPlex 9020	5DDPM22

City of Bentonville Surplus 2.27.2024

Desktop Computers

<u>Line Number</u>	<u>Incomplete/Complete*</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
125	Complete	C201403	2014	Dell	OptiPlex 9020	CKV2CZ1
126	Complete	C201475	2014	Dell	OptiPlex 9020	5C5QM22
127	Complete	C201474	2014	Dell	OptiPlex 9020	14CRM22
128	Complete	Unknown	2014	Dell	OptiPlex 9020	6SC9622
129	Complete	C201466	2014	Dell	OptiPlex 9020	5H5PM22
130	Complete	C201447	2014	Dell	OptiPlex 9020	9MKWT12
131	Complete	C201401	2014	Dell	OptiPlex 9020	CL25CZ1
132	Complete	Unknown	2014	Dell	OptiPlex 9020	FVKJDZ1
133	Complete	C201499	2014	Dell	OptiPlex 9020	17FQM22
134	Complete	C201410	2014	Dell	OptiPlex 9020	CKZ2CZ1
135	Complete	C201426	2014	Dell	OptiPlex 9020	DZNFDZ1
136	Complete	C201467	2014	Dell	OptiPlex 9020	16JRM22
137	Complete	C201488	2014	Dell	OptiPlex 9020	14FNM22
138	Complete	C201441	2014	Dell	OptiPlex 9020	D7LBM02
139	Complete	C201448	2014	Dell	OptiPlex 9020	9MMVT12
140	Complete	C201568	2015	Dell	OptiPlex 9020	586BV62
141	Complete	C201565	2015	Dell	OptiPlex 9020	FCDP052
142	Complete	C201546	2015	Dell	OptiPlex 9020	JXB4S22
143	Complete	C201542	2015	Dell	OptiPlex 9020	JXB38Y1
144	Complete	C201511	2015	Dell	OptiPlex 9020	842V322
145	Complete	Unknown	2015	Dell	OptiPlex 9020	JXBFRL1
146	Complete	C201570	2015	Dell	OptiPlex 9020	B8JSR52
147	Complete	C201552	2015	Dell	OptiPlex 9020	JXBD942
148	Incomplete	C201564	2015	Dell	Precision T3610	BKY4C42
149	Incomplete	C201523	2015	Dell	Precision T3610	593Z942
150	Incomplete	C201522	2015	Dell	Precision T3610	5935B42
151	Incomplete	C201515	2015	Dell	Precision T3610	593W942
152	Complete	C201549	2015	Dell	OptiPlex 9020	8JDP052
153	Complete	C201540	2015	Dell	OptiPlex 9020	JXB9842
154	Complete	C201544	2015	Dell	OptiPlex 9020	JXB5LN1
155	Complete	C201501	2015	Dell	OptiPlex 9020	7THT322

City of Bentonville Surplus 2.27.2024

Desktop Computers

<u>Line Number</u>	<u>Incomplete/Complete*</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
156	Complete	C201520	2015	Dell	OptiPlex 9020	2FJJ942
157	Complete	C201512	2015	Dell	OptiPlex 9020	DF1S322
158	Complete	C201521	2015	Dell	OptiPlex 9020	2CTG942
159	Complete	C201569	2015	Dell	OptiPlex 9020	58L5V62
160	Complete	C201537	2015	Dell	OptiPlex 9020	GYNSD22
161	Complete	C201567	2015	Dell	OptiPlex 9020	58C5V62
162	Complete	C201532	2015	Dell	OptiPlex 9020	D0PSD22
163	Complete	C201502	2015	Dell	OptiPlex 9020	FQHY322
164	Complete	C201517	2015	Dell	OptiPlex 9020	2FBG942
165	Complete	C201505	2015	Dell	OptiPlex 9020	2WHT322
166	Complete	C201527	2015	Dell	OptiPlex 9020	43F6622
167	Complete	C201513	2015	Dell	OptiPlex 9020	142V322
168	Complete	C201507	2015	Dell	OptiPlex 9020	773RZ12
169	Complete	Unknown	2015	Dell	OptiPlex 9020	J6XMV42
170	Complete	C201504	2015	Dell	OptiPlex 9020	8JHW322
171	Complete	C201538	2015	Dell	OptiPlex 9020	87PSD22
172	Complete	C201514	2015	Dell	OptiPlex 9020	F42V322
173	Incomplete	C201543	2015	Dell	OptiPlex 9020	JXBDM1
174	Incomplete	C201554	2015	Dell	Precision Tower 5810	HZR3T52
175	Complete	C201548	2015	Dell	OptiPlex 9020	6DDP052
176	Complete	C201615	2016	Dell	OptiPlex 7020	FSC9482
177	Complete	C201634	2016	Dell	OptiPlex 7020	8YR8482
178	Incomplete	C201672	2016	Dell	OptiPlex 7040	9MPJMD2
179	Complete	C201639	2016	Dell	OptiPlex 7020	8YT6482
180	Complete	C201627	2016	Dell	OptiPlex 7020	FSM7482
181	Incomplete	C201669	2016	Dell	OptiPlex 7040	4F9SPD2
182	Complete	C201602	2016	Dell	OptiPlex 7020	FSBC482
183	Complete	C201618	2016	Dell	OptiPlex 7020	FS0D482
184	Complete	C201608	2016	Dell	OptiPlex 7020	FSC6482
185	Complete	C201638	2016	Dell	OptiPlex 7020	8YTB482
186	Complete	C201633	2016	Dell	OptiPlex 7020	8YV5482

City of Bentonville Surplus 2.27.2024

Desktop Computers

<u>Line Number</u>	<u>Incomplete/Complete*</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
187	Incomplete	C201671	2016	Dell	Optiplex 7040	9MPHMD2
188	Complete	C201632	2016	Dell	OptiPlex 7020	8YS7482
189	Complete	C201647	2016	Dell	OptiPlex 7020	8YR9482
190	Complete	C201603	2016	Dell	OptiPlex 7020	FSC7482
191	Complete	C201625	2016	Dell	OptiPlex 7020	FS1B482
192	Complete	C201637	2016	Dell	OptiPlex 7020	8YT8482
193	Incomplete	C201668	2016	Dell	Optiplex 7040	4F9RPD2
194	Complete	C201642	2016	Dell	Optiplex 7040	8YS1U82
195	Complete	C201635	2016	Dell	OptiPlex 7020	8YT7482
196	Complete	C201622	2016	Dell	OptiPlex 7020	FS17482
197	Incomplete	C201670	2016	Dell	Optiplex 7040	9MPGMD2
198	Complete	C201623	2016	Dell	OptiPlex 7020	FS18482
199	Complete	C201643	2016	Dell	OptiPlex 7020	8YVC482
200	Complete	C201640	2016	Dell	OptiPlex 7020	8YS9482
201	Complete	C201641	2016	Dell	OptiPlex 7020	8YTC482
202	Incomplete	C201612	2016	Dell	OptiPlex 7020	8YVB482
203	Complete	C201626	2016	Dell	OptiPlex 7020	FS09482
204	Complete	C201636	2016	Dell	OptiPlex 7020	8YV6482
205	Complete	C201624	2016	Dell	OptiPlex 7020	FS0C482
206	Complete	C201605	2016	Dell	OptiPlex 7020	FSD7482
207	Incomplete	C201667	2016	Dell	Optiplex 7040	4F9QPD2
208	Complete	C201631	2016	Dell	OptiPlex 7020	8YV8482
209	Complete	C201604	2016	Dell	OptiPlex 7020	FSM5482
210	Incomplete	C201607	2016	Dell	OptiPlex 7020	FSLC482
211	Complete	C201609	2016	Dell	OptiPlex 7020	8YSC482
212	Complete	C201648	2016	Dell	OptiPlex 7020	8YT9482
213	Complete	C201620	2016	Dell	OptiPlex 7020	FS19482
214	Incomplete	C201643	2016	Dell	Precision Tower 3620	HJ2N482
215	Incomplete	Unknown	2016	Dell	Precision Tower 3620	6C2QJB2
216	Incomplete	C201665	2016	Dell	Precision Tower 3620	7T2MRD2
217	Incomplete	C201645	2016	Dell	Percision Tower 3620	HJ2P482

City of Bentonville Surplus 2.27.2024

Desktop Computers

<u>Line Number</u>	<u>Incomplete/Complete*</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
218	Incomplete	C201712	2017	Dell	Optiplex 7040	GS48DH2
219	Incomplete	Unknown	2017	Dell	OptiPlex 7040	GS49DH2
220	Incomplete	C201707	2017	Dell	OptiPlex 7040	GS57DH2
221	Incomplete	C201703	2017	Dell	OptiPlex 7040	GS65DH2
222	Incomplete	C201705	2017	Dell	Optiplex 7040	GS58DH2
223	Incomplete	C201706	2017	Dell	Optiplex 7040	GS59DH2
224	Incomplete	C201711	2017	Dell	Optiplex 7040	GS55DH2
225	Incomplete	C201717	2017	Dell	Optiplex 7040	77J1CH2
226	Incomplete	C201728	2017	Dell	Optiplex 7040	GPCSJH2
227	Incomplete	C201715	2017	Dell	Optiplex 7040	32DDCH2
228	Incomplete	C201724	2017	Dell	Optiplex 7040	32DGCH2
229	Incomplete	C201710	2017	Dell	Optiplex 7040	GS47DH2
230	Incomplete	C201720	2017	Dell	Optiplex 7040	32LZBH2
231	Incomplete	C201701	2017	Dell	Optiplex 7040	GS56DH2
232	Incomplete	C201725	2017	Dell	Optiplex 7040	77JDCH2
233	Incomplete	C201753	2017	Dell	Precision Tower 3620	GYXRHK2
234	Incomplete	C201751	2017	Dell	Precision Tower 3620	GYWYHK2
235	Incomplete	C201740	2017	Dell	Precision Tower 3620	B567JH2
236	Incomplete	C201743	2017	Dell	Precision Tower 3620	B569JH2
237	Incomplete	C201748	2017	Dell	Precision Tower 3620	C36CJH2
238	Incomplete	C201746	2017	Dell	Precision Tower 3620	C36BJH2
239	Incomplete	C201744	2017	Dell	Precision Tower 3620	B560JH2
240	Incomplete	Unknown	2017	Dell	OptiPlex 7050 Small Form Factor	8R2G0M2
241	Incomplete	C201760	2017	Dell	OptiPlex 7040 Small Form Factor	32LGCH2
242	Incomplete	C201704	2017	Dell	OptiPlex 9020	JXB4R22
243	Incomplete	C201709	2017	Dell	OptiPlex 7040 Small Form Factor	GS64DH2
244	Complete	C201734	2017	Dell	OptiPlex 7040 Small Form Factor	2VZ4KH2
245	Complete	C201810	2018	Dell	OptiPlex 7020	8YSB482
246	Incomplete	C201862	2018	Dell	Precision Tower 3620	CV8YTQ2
247	Complete	C201886	2018	Dell	OptiPlex 7040 Small Form Factor	CBJ01Q2
248	Complete	Unknown	N/A	Dell	OptiPlex 990	HXK2YV1

City of Bentonville Surplus 2.27.2024

Desktop Computers

<u>Line Number</u>	<u>Incomplete/Complete*</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
249	Complete	Unknown	N/A	Custom	Custom	N/A
250	Complete	Unknown	N/A	Dell	Precision 380	CMLWS91
251	Complete	C201460	2014	Dell	Optiplex 9020	GF42Q02
252	Complete	C201451	2014	Dell	Optiplex 9020	9NYVT12
253	Complete	C201541	2015	Dell	Optiplex 9020	JXBDBZ1
254	Complete	C201566	2015	Dell	Optiplex 9020	5817V62
255	Complete	C201621	2016	Dell	Optiplex 7020	FS1D482
256	Complete	C201628	2016	Dell	Optiplex 7020	FS1C482
257	Complete	C2016	2016	Dell	Optiplex 9020	6DMCCY1
258	Complete	C2016	2016	Dell	Optiplex 9020	6F1DCY1
259	Complete	C201619	2016	Dell	Optiplex 9020	14GPM22
260	Complete	C201614	2016	Dell	Optiplex 9020	CK33CZ1
261	Incomplete	C201927	2019	Dell	Optiplex 7060	DFGCZV2
262	Complete	Unknown	Unknown	Dell	Optiplex GX620	G7M4RB1
263	Complete	Unknown	Unknown	Dell	Precision 3620	CX2QXM2
264	Complete	C201145	2011	Dell	Optiplex 990	28R6KQ1
265	Complete	C201301	2013	Dell	Precision T3600	5N3GQW1
266	Complete	C2014	2014	Dell	Optiplex 9010	1SDS9Y1
267	Complete	C2014	2014	Dell	Optiplex 9010	1SDR9Y1
268	Complete	C201555	2015	Dell	Precision T5810	3TXFF42
269	Complete	C201641	2016	Dell	Precision 3620	HJ20582
270	Complete	C201650	2016	Dell	Precision 3620	6C2RJB2
271	Complete	C201750	2017	Dell	Precision 3620	GYWVHK2
272	Complete	C201664	2016	Dell	Optiplex 3040	1TXDZC2
273	No HDD	C201432	2014	Lenovo	ThinkCentre M73	MJ00UN51
274	No HDD	C201525	2015	Lenovo	ThinkCentre M53	MJ02DDRR
275	No HDD	N/A	2014	Lenovo	ThinkCentre M53	MJ02DDRS
276	Complete	C201560	2015	Dell	OptPlex 9030 AIO	3SZWSX1
277	Complete	C201563	2015	Dell	OptPlex 9030 AIO	3QXWSX1
278	Complete	C201766	2017	Dell	Optiplex 7450	51Z00M2
279	Unknown	C201428	Unknown	Lenovo	ThinkCentre M73	MJ00UN54

City of Bentonville Surplus 2.27.2024
Desktop Computers

<u>Line Number</u>	<u>Incomplete/ Complete*</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
280	Unknown	Unknown	Unknown	Lenovo	ThinkCentre M53	MJ02E9WD
281	Unknown	C201428	Unknown	Lenovo	ThinkCentre M53	MJ00UN52
*Incomplete denotes that a unit is missing at least one component.						

City of Bentonville Surplus 2.27.2024

Laptop Computers

<u>Line Number</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
1	N200145	2001	IBM	ThinkPad A22m	78-FTKLL
2	N200502	2005	Dell	Latitude D800	2TBTR61
3	N200603	2006	Dell	Latitude D820	DBRXLB1
4	N200605	2006	Dell	Latitude D820	8J6BYB1
5	N200701	2007	Dell	Latitude D820	9WMGMC1
6	Unknown	2009	Dell	Latitude D820	4LK87G1
7	N200912	2009	Panasonic	CF-19 Toughbook	9KKYA23446
8	N200991	2009	Panasonic	CF-30 Toughbook	9KKYA95207
9	N200996	2009	Panasonic	CF-30 Toughbook	9KKYA95265
10	N200986	2009	Panasonic	CF-30 Toughbook	9KKT A95439
11	Unknown	2009	Panasonic	CF-30 Toughbook	9KKT A95086
12	Unknown	2009	Panasonic	CF-30 Toughbook	9KKYA95237
13	N200975	2009	Panasonic	CF-30 Toughbook	9KKYA95527
14	N201002	2010	Dell	Latitude E5510	B5XYWMI
15	N200611	2010	Dell	Inspiron 1300	63QBVB1
16	N201103	2011	Dell	Latitude E5510	1QNJ3N1
17	N201101	2011	Dell	Latitude E5510	HPNJ3N1
18	N201109	2011	Panasonic	CF-31 Toughbook	1AKYA41899
19	N201203	2012	Dell	Latitude E6520	FH9LCS1
20	N201205	2012	Dell	Latitude E6520	GH9LCS1
21	N201218	2012	Lenovo	X130e Laptop (ThinkPad) - Type 0622	LR-9LXHA
22	N201211	2012	Lenovo	X130e Laptop (ThinkPad) - Type 0622	LR-9LVDK
23	N201214	2012	Lenovo	X130e Laptop (ThinkPad) - Type 0622	LR-9LTLW
24	N201223	2012	Lenovo	X130e Laptop (ThinkPad) - Type 0622	LR-9LXGT
25	N2012120	2012	Lenovo	X130e Laptop (ThinkPad) - Type 0622	LR-V00G1
26	N201215	2012	Lenovo	X130e Laptop (ThinkPad) - Type 0622	LR-9LVEV
27	N2012121	2012	Lenovo	X130e Laptop (ThinkPad) - Type 0622	LR-V08F3
28	N201213	2012	Lenovo	X130e ThinkPad	71Y3514
29	Unknown	2014	Panasonic	CF-30 Toughbook	9KKYA95201
30	N201409	2014	Panasonic	CF-53 Toughbook	4ATYA55464
31	N201403	2014	Panasonic	CF-53 Toughbook	4ATYA55507
32	N201418	2014	Panasonic	CF-19 Toughbook	4IKYA95342

City of Bentonville Surplus 2.27.2024
Laptop Computers

<u>Line Number</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
33	C201469	2014	Panasonic	CF-53 Toughbook	4ATYA55505
34	N201469	2014	Panasonic	CF-53 Toughbook	4ATYA55505
35	N201501	2015	Panasonic	CF-19 Toughbook	5AKYA12645
36	N201528	2015	Panasonic	CF-30 Toughbook	5DKSA22291
37	N201525	2015	Panasonic	CF-30 Toughbook	5DKSA22949
38	N201505	2015	Panasonic	CF-30 Toughbook	5DKSA22946
39	N201530	2015	Panasonic	CF-31 - Toughbook	5DKSA22246
40	N201563	2015	Panasonic	CF-31 Toughbook	5DKSA22936
41	N201534	2015	Panasonic	CF-31 Toughbook	5DKSA22967
42	N201548	2015	Panasonic	CF-31 Toughbook	5KDSA22979
43	N201556	2015	Panasonic	CF-31 Toughbook	5KDSA24564
44	N201553	2015	Panasonic	CF-31 Toughbook	5KDSA22982
45	N201537	2015	Panasonic	CF-31 Toughbook	5KDSA22943
46	N201522	2015	Panasonic	CF-31 Toughbook	5KDSA22367
47	N201560	2015	Panasonic	CF-31 Toughbook	5KDSA22332
48	N201568	2015	Panasonic	CF-31 Toughbook	5DKSA22964
49	N201533	2015	Panasonic	CF-31 Toughbook	5DKSA22957
50	N201506	2015	Panasonic	CF-31 Toughbook	5KDSA22969
51	N201524	2015	Panasonic	CF-31 Toughbook	5DKSA22981
52	N201510	2015	Panasonic	CF-31 Toughbook	5DKSA22956
53	N201554	2015	Panasonic	CF-31 Toughbook	5DKSA22373
54	Unknown	2015	Panasonic	CF-31 Toughbook	Unknown
55	N201535	2015	Panasonic	CF-31 Toughbook	5DKSA22959
56	N201541	2015	Panasonic	Unknown	5DKSA24552
57	N201562	2015	Panasonic	Unknown	5DKKSA22965
58	N201558	2015	Panasonic	Unknown	5DKSA22984
59	N201546	2015	Unknown	Unknown	5DKKSA22938
60	N201539	2015	Unknown	Unknown	5DKSA24414
61	N/A	2015	Unknown	Unknown	5DKSA22980
62	N201545	2015	Unknown	Unknown	5DKSA22955
63	N201517	2015	Unknown	Unknown	5DKSA22977
64	N201557	2015	Unknown	Unknown	5DKSA22948

City of Bentonville Surplus 2.27.2024

Laptop Computers

<u>Line Number</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
65	N201602	2016	Panasonic	CF-19 Toughbook	6CKSA56038
66	N201605	2016	Panasonic	CF-19 Toughbook	6CKSA56197
67	N201614	2016	Panasonic	CF-19 Toughbook	6CKSA56131
68	N201603	2016	Panasonic	CF-19 Toughbook	CKSA56229
69	N201621	2016	Panasonic	CF-19 Toughbook	6CKSA56175
70	N201609	2016	Panasonic	CF-19 Toughbook	6CKSA56222
71	N201617	2016	Panasonic	CF-19 Toughbook	6CKSA56133
72	N201615	2016	Panasonic	CF-19 Toughbook	6CKSA56128
73	N201624	2016	Panasonic	CF-19 Toughbook	6CKSA56215
74	N201622	2016	Panasonic	CF-19 Toughbook	6CKSA56173
75	N201601	2016	Panasonic	CF-19 Toughbook	6CKSA56195
76	N201607	2016	Panasonic	CF-19 Toughbook	6CKSA56187
77	N201611	2016	Panasonic	CF-19 Toughbook	6CKSA56130
78	N201606	2016	Panasonic	CF-19 Toughbook	6CKSA56204
79	N200604	2006	Dell	Latitude D820	6CRXLB1
80	N201950	2019	Dell	Latitude 3500	GKFYDT2
81	Unknown	Unknown	Panasonic	CF-19 Toughbook	7CKYA22393
82	Unknown	Unknown	IBM	ThinkPad A20m	78-AR776
83	Unknown	Unknown	Toshiba	Satellite L355	X8459506Q
84	N200708	Unknown	DELL	Latitude D830	7MGYBD1

City of Bentonville Surplus 2.27.2024

Printers

<u>Line Number</u>	<u>Incomplete/Complete*</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
1	Complete	F201101	2010	Brother Fax Machine	FAX4750e	U60283F0J169877
2	Complete	Library Surplus	Unknown	HP	PC407	A0RC011015507
3	Complete	Unknown	Unknown	Transact Ithica	PJ1500-2-USB-AC-1	SM004898389
4	Complete	Unknown	Unknown	Transact Ithica	PJ1500-2-USB-AC	SM005039346
5	Complete	Unknown	Unknown	HP	LaserJet Pro MFP M521dn	A8P79A
6	Complete	Unknown	Unknown	HP	LaserJet p2055dn	JPBF911251
7	Complete	Unknown	Unknown	HP	LaserJet Pro M401N	VNG3F44093
8	Complete	Unknown	Unknown	HP	LaserJet Pro M401N	PHGDB25976
9	Complete	Unknown	Unknown	HP	Color LaseerJet CP3525n	CC469A
10	Complete	Unknown	Unknown	Transact Ithica	PJ1500-2-USB	SJ005190746
11	Complete	Unknown	Unknown	HP	LaserJet Pro 400 Color M451DW	CNDF512023
12	Complete	Unknown	Unknown	Dell	E310dw Laser Printer	LJB638001
13	Complete	Unknown	Unknown	HP	Color LaserJet Pro MFP M476DW	CNB7G8C9MP
14	Complete	Unknown	Unknown	HP	LaserJet Pro MFPM521 DN	CNB7G7T5RN
15	Complete	Unknown	Unknown	HP	LaserJet Pro 550 Color MFP M570dn	CNB9J4M5XF
16	Complete	Unknown	Unknown	HP	LaserJet Pro MFP M521dn	CNB7FBC39J
17	Complete	Unknown	Unknown	HP	LaserJet Pro MFP M521dn	CNB7FD61BM
18	Complete	Unknown	Unknown	Dell	Laser Printer 1110	564NOC1
19	Complete	Unknown	Unknown	Transact Ithica	POSjet 1500	SM004710296
20	Complete	Unknown	Unknown	HP	Color LaserJet Pro M454dn	VNB3C37996
21	Complete	P200332	2003	HP	HP Laserjet 4200n	Unknown
22	Complete	P200626	2006	Epson	TMT88IV	J4PG002711
23	Complete	P200803	2008	HP Scanner	Q8244A-002	CN7CSCV01X
24	Complete	P200824	2008	HP	LaserJet M5035MFP	CNBLB24181
25	Complete	P200835	2008	HP	LaserJet m4345 MFP	CNDC86R07H
26	Complete	P200836	2008	HP	LaserJet 4240N	CNGXL04795
27	Complete	P200855	2008	HP	LaserJet 4100N	C8050A
28	Complete	P200866	2008	HP	HP Deskjet 960c	Unknown
29	Complete	P200905	2009	HP	Color LaserJet Cp1215	CNB1301958
30	Complete	P201004	2010	Transact Ithica	PJA1500-2-USB-AC	SM004710295
31	Complete	P201103	2011	HP	Officejet Pro 8000	CNOC63R0JC0514

City of Bentonville Surplus 2.27.2024

Printers

<u>Line Number</u>	<u>Incomplete/Complete*</u>	<u>Asset ID</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
32	Complete	P201108	2011	HP	LaserJet 1536dnf	CNC9C3PBWP
33	Complete	P201111	2011	Transact Ithaca	POSjet 1500	SM004828639
34	Complete	P201219	2012	HP	LaserJet Pro 400 M401N	VNB3L01275
35	Complete	P201305	2013	Transact Ithaca	POSjet 1500	SM004911759
36	Complete	P201406	2014	HP	LaserJet 500 Color M551	CNDCG6V1GM
37	Complete	P201604	2016	HP	HP M570DN	CNB9J6K3ZP
38	Complete	P2017-03	2017	HP	Color LaserJet Enterprise M553	B5L26A
39	Complete	UB Copier	Unknown	HP	LaserJet M4345-MFP	CNDC85F03B
40	Complete	Unknown	Unknown	Datacard	PX10 Card Printer	Unknown
41	Complete	Unknown	Unknown	Fujitsu scanner	FI-6770	502155
42	Complete	Unknown	Unknown	Fujitsu scanner	FI-6230Z	602130
43	Complete	Unknown	Unknown	HP	Laserjet P2055DN	CNB9L41671
44	Complete	Unknown	Unknown	Epson	Prefection 1650	Unknown
45	Complete	Unknown	Unknown	HP	Scanjet G4010	Unknown
46	Complete	Unknown	Unknown	Canon	Color Image Runner C5051	GQM59939
47	Unknown	Unknown	Unknown	Unknown	With Booklet Finisher	FHP71133
*Incomplete denotes that a unit is missing at least one component.						

City of Bentonville Surplus 2.27.2024
iPads and iPhones

<u>Line Number</u>	<u>Year</u>	<u>Make</u>	<u>Model #</u>	<u>WiFi/Cellular</u>	<u>Model</u>	<u>S/N</u>	<u>Condition Notes</u>
1	2011	Apple	A1397	W/C	iPad 2nd Gen	DLXH9DU6DJHF	Bad Port
2	2011	Apple	A1396	W/C	iPad 2nd Gen	DH6PVHDFJ1	
3	2011	Apple	A1397	W/C	iPad 2nd Gen	DLXH9EA2DJHF	
4	2011	Apple	A1397	W/C	iPad 2nd Gen	DLXH9EBZDJHF	
5	2011	Apple	A1397	W/C	iPad 2nd Gen	DLXH9CFJDJHF	
6	2011	Apple	A1397	W/C	iPad 2nd Gen	DLXH9E35DJHF	
7	2011	Apple	A1397	W/C	iPad 2nd Gen	DLXH9FAXDJHF	
8	2011	Apple	A1397	W/C	iPad 2nd Gen	DLXH9BE5DJHF	
9	2011	Apple	A1397	W/C	iPad 2nd Gen	DN6H6NLWDFJ1	
10	2011	Apple	A1397	W/C	iPad 2nd Gen	DLXH9F4BDJHF	Broken Screen
11	2012	Apple	A1397	W/C	iPad 2nd Gen	DLXH9EGEDJHF	
12	2012	Apple	A1397	W/C	iPad 2nd Gen	DR5HJ1RNDJHF	
13	2012	Apple	A1397	W/C	iPad 2nd Gen	DLXH9EA2DJHF	
14	2012	Apple	A1397	W/C	iPad 2nd gen	DLXH9A7JDJHF	
15	2012	Apple	A1397	W/C	iPad 2nd Gen	DLXH9DU6DJHF	
16	2012	Apple	A1397	W/C	iPad 2nd Gen	DLXH9EBZDJHF	
17	2012	Apple	A1396	W/C	iPad 2nd Gen	DN6H6PVHDFJ1	
18	2012	Apple	A1397	W/C	iPad 2nd Gen	DR5HJ1BQDJHF	
19	2012	Apple	A1396	W/C	iPad 2nd Gen	DN6H6P31DFJ1	
20	2012	Apple	A1396	W/C	iPad 2nd Gen	DN6H6H9ZDFJ1	
21	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPP68D7F4YF	
22	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPP68GDF4YF	
23	2013	Apple	A1567	W/C	iPad Air 2nd Gen	DMPSY0YXHG6R	
24	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPP67U4F4YF	
25	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPP51ZGF4YF	
26	2013	Apple	A1475	W/C	iPad Air 1st Gen	DLXMN47NF4YD	
27	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPP689PF4YF	
28	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPP686WF4YF	
29	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPMG9K4F4YD	Broken Screen
30	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPLWSF8F4YD	
31	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPP67M4F4YF	

City of Bentonville Surplus 2.27.2024

iPads and iPhones

<u>Line Number</u>	<u>Year</u>	<u>Make</u>	<u>Model #</u>	<u>WiFi/Cellular</u>	<u>Model</u>	<u>S/N</u>	<u>Condition Notes</u>
32	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPNVM97F4YD	
33	2013	Apple	A1475	W/C	iPad Air 1st Gen	DLXML0L8F4YD	
34	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPNN4VMF4YF	
35	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPP521MF4YF	
36	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPNN645F4YF	
37	2013	Apple	A1475	W/C	iPad Air 1st Gen	DLXMN47SF4YD	
38	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMRLV7Z5F4YD	
39	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPP52RNF4YF	
40	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPP544QF4YF	
41	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPNN96ZF4YF	
42	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPP67TVF4YF	
43	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPLN43TF4YD	
44	2013	Apple	A1475	W/C	iPad Air 1st Gen	DLXMN5E0F4YD	
45	2013	Apple	A1395	W	iPad 2nd Gen	F5RKCAUDKPH	
46	2013	Apple	A1460	W/C	iPad 4th gen	DMPKCEPQF18P	
47	2013	Apple	A1475	W/C	iPad Air 1st Gen	DMPLWSF8F4YD	
48	2013	Apple	A1533	W/C	iPhone 5s	Unknown	Will not charge
49	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPT9BJEHG6R	Screen Weird
50	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPT97ATHG6R	
51	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPS48PTG5WQ	
52	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPT36FXHG6V	
53	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPSY1FAHG6R	
54	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPSY1LGHG6R	
55	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPQQKJXG5WQ	
56	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPSY23UHG6R	
57	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPSX7K1HG6R	
58	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPSX52DHG6R	
59	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMRSY23NHG6R	
60	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPT378GHG6V	
61	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPT3C1MHG67	
62	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPT3PQMHG6V	

City of Bentonville Surplus 2.27.2024

iPads and iPhones

<u>Line Number</u>	<u>Year</u>	<u>Make</u>	<u>Model #</u>	<u>WiFi/Cellular</u>	<u>Model</u>	<u>S/N</u>	<u>Condition Notes</u>
63	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPS4BUDG5WQ	
64	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPSY22CHG6R	
65	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPSY2CPHG6R	
66	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPSY1E6HG6R	
67	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPSXFTSHG6R	
68	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPOQN48G5WQ	
69	2014	Apple	A1567	W/C	iPad Air 2nd Gen	DMPQQ35TG5WR	
70	2014	Apple	A1475	W	iPad Air	DMPNVM97F4YD	
71	2014	Apple	A1475	W/C	iPad Air	DMPMG9K4F4YD	
72	2014	Apple	A1475	W/C	iPad Air	DLXMN47NF4YD	
73	2014	Apple	A1475	W/C	iPad Air 1st Gen	DMPNN9FUF4YF	
74	2014	Apple	A1475	W/C	iPad Air 1st Gen	DMPNN4VMF4YF	
75	2014	Apple	A1475	W/C	iPad Air 1st Gen	DLXML0L8F4YD	
76	2014	Apple	A1475	W/C	iPad Air	DMPNN645F4YF	
77	2014	Apple	A1475	W/C	iPad Air	DMPNN96ZF4YF	
78	2014	Apple	A1475	W/C	iPad Air 1st Gen	DMRLV725F4YD	
79	2015	Apple	A1475	W/C	iPad Air	DMPP68GDF4YF	
80	2015	Apple	A1475	W	iPad Air 1st Gen	DMPP67M4F4YF	
81	2015	Apple	A1475	W/C	iPad Air	DVPP67TVF4YF	
82	2015	Apple	A1475	W/C	iPad Air	DVPP689RF4YF	
83	2015	Apple	A1567	W/C	iPad Air 2	DMPQQN48G5WQ	
84	2015	Apple	A1475	W/C	iPad Air	DMPP51ZGF4YF	
85	2015	Apple	A1475	W/C	iPad Air	DMPP52RNF4YF	
86	2015	Apple	A1475	W/C	iPad Air	DMPP521MF4YF	
87	2015	Apple	A1475	W/C	iPad Air 1st Gen	DMPP52NVF4YF	
88	2015	Apple	A1475	W/C	iPad Air 1st Gen	DMPP67U4F4YF	
89	2015	Apple	A1567	W/C	iPad Air 2	DMPQQ35TG5WR	
90	2015	Apple	A1475	W/C	iPad Air 1st Gen	DMPP544QF4YF	
91	2015	Apple	A1688	W/C	iPhone 6s	Unknown	Will not charge
92	2016	Apple	A1567	W/C	iPad Air 2	DMPQQKJXG5WQ	
93	2016	Apple	A1674	W/C	iPad Pro 9.7"	DMPSY1TMGXPX	

City of Bentonville Surplus 2.27.2024

iPads and iPhones

<u>Line Number</u>	<u>Year</u>	<u>Make</u>	<u>Model #</u>	<u>WiFi/Cellular</u>	<u>Model</u>	<u>S/N</u>	<u>Condition Notes</u>
94	2016	Apple	A1674	W/C	iPad Pro 9.7"	DMPSY0JQGX PX	
95	2016	Apple	A1567	W/C	iPad Air 2	DMPS48PTG5WQ	
96	2016	Apple	A1567	W/C	iPad Air 2	DMPSY1E6HG6R	
97	2016	Apple	A1567	W/C	iPad Air 2	DMPSY23UHG6R	
98	2016	Apple	A1567	W/C	iPad Air 2	DMPSX7K1HG6R	
99	2016	Apple	A1567	W/C	iPad Air 2	DMPSXFTSHG6R	
100	2016	Apple	A1567	W/C	iPad Air 2	DMPSY2CPHG6R	
101	2016	Apple	A1567	W/C	iPad Air 2	DMPSY23NHG6R	
102	2016	Apple	A1567	W/C	iPad Air 2	DMPSY22CHG6R	
103	2016	Apple	A1567	W/C	iPad Air 2	DMPS4BUDG5WQ	
104	2016	Apple	A1567	W/C	iPad Air 2	DMPSY1FAHG6R	
105	2016	Apple	A1567	W/C	iPad Air 2	DMPSY1LGHG6R	
106	2016	Apple	A1567	W/C	iPad Air 2	DMPSYOYXHG6R	
107	2016	Apple	A1674	W/C	iPad Pro 9.7"	DMPSY16JGX PX	
108	2016	Apple	A1567	W/C	iPad 2nd Gen	DMPSX52DHG6R	
109	2017	Apple	A1823	W/C	iPad 5th Gen	GCGVVTW1HLJJ	
110	2017	Apple	A1823	W/C	iPad 5th Gen	GCGVVTAWHLJJ	
111	2017	Apple	A1823	W/C	iPad 5th Gen	F9FTW3BTHLJJ	
112	2017	Apple	A1823	W/C	iPad 5th Gen	F9FTVQZEHLJJ	
113	2017	Apple	A1823	W/C	iPad 5th Gen	F9FTW5XCHLJJ	
114	2017	Apple	A1823	W/C	iPad 5th Gen	GG7W900PHLJL	
115	2017	Apple	A1567	W/C	iPad Air2	DMPSX5X8HG6R	
116	2017	Apple	A1823	W/C	iPad 5th gen	GCGVVTAWHLJJ	
117	2017	Apple	A1823	W/C	iPad 5th gen	GCGVVTW1HLJJ	
118	2017	Apple	A1823	W/C	iPad 5th gen	F9FTW5XCHLJJ	
119	2017	Apple	A1567	W/C	iPad Air 2	DMPT9BJEHG6R	
120	2017	Apple	A1823	W/C	iPad 5th gen	F9FTW3BTHLJJ	
121	2017	Apple	A1823	W/C	iPad 5th gen	F9FTVQZEHLJJ	
122	2017	Apple	A1674	W/C	iPad Pro 9.7"	DMPSY0XHGX PX	
123	2017	Apple	A1567	W/C	iPad Air 2	DMPT3C1MHG6V	
124	2017	Apple	A1567	W/C	iPad Air 2	DMPT36FXHG6V	

City of Bentonville Surplus 2.27.2024

iPads and iPhones

<u>Line Number</u>	<u>Year</u>	<u>Make</u>	<u>Model #</u>	<u>WiFi/Cellular</u>	<u>Model</u>	<u>S/N</u>	<u>Condition Notes</u>
125	2017	Apple	A1567	W/C	iPad Air 2	DMPT39QMHG6V	
126	2017	Apple	A1567	W/C	iPad Air 2	DMPT378GHG6V	
127	2017	Apple	A1823	W/C	iPad 5th gen	GCGV1WHBHLJJ	
128	2018	Apple	A1954	W/C	iPad 6th Gen	DMPXM9ZXJF88	
129	2018	Apple	A1954	W/C	iPad 6th Gen	DMPXGCKJF88	
130	2018	Apple	A1954	W/C	iPad 6th Gen	DMPW6A17JF88	
131	2018	Apple	A1823	W/C	iPad 5th gen	GCGVVRM3HLJJ	
132	2018	Apple	A1954	W/C	iPad 6th gen	DMPXDUTHJF88	
133	2018	Apple	A1954	W/C	iPad 6th gen	GG7XXUZEJF88	
134	2018	Apple	A1954	W/C	iPad 6th gen	DMPXDY45JF88	
135	2018	Apple	A1823	W	iPad 5th gen	GG7W900PHLJL	
136	2018	Apple	A1954	W/C	iPad 6th gen	GG7XX8YVJF88	
137	2019	Apple	A2153	W/C	iPad Air 3rd Gen	FPLCL01PLMWR	
138	2019	Apple	A2153	W/C	iPad 3rd gen	F9FZV1FVLMWR	
139	2019	Apple	A2153	W/C	iPad 3th gen	DMPY9AWLLMWR	
140	2019	Apple	A2153	W/C	iPad Air 3	F9FZV0G6LMWR	
141	2019	Apple	A1954	W/C	iPad 6th Gen	DMPXM9ZXJF88	
142	2019	Apple	A2153	W/C	iPad Air 3	F9FZV23NLMWR	
143	2020	Apple	A2428	W/C	iPad 8th Gen	H9GFF24NQ1KV	
144	2020	Apple	A2428	W/C	iPad 8th Gen	GG7F603QQ1KV	
145	2020	Apple	A2428	W/C	iPad 8th Gen	DMPFV1UVQ1KV	
146	2020	Apple	A2153	W/C	iPad Air 3	FPLCL01PLMWR	
147	2021	Apple	A2301	W/C	iPad Pro 3rd Gen	VKH2HJX3DF	
148	2021	Apple	A2428	W/C	iPad 8th gen	GG7F603QQ1KV	
149	2021	Apple	A2428	W/C	iPad 8th gen	GG7FFBUSQ1KV	
150	2021	Apple	A2603	W/C	iPad 8th gen	QC54KRXK5F	
151	2021	Apple	A2428	W/C	iPad 8th gen	DMPFV1UVQ1KV	
152	2021	Apple	A2428	W/C	iPad 8th gen	H9GFF24NQ1KV	
153	2023	Apple	A2603	W/C	iPad 9th gen	LPW02CHQ6G	

City of Bentonville Surplus 2.27.2024

WiFi Access Points

<u>Line Number</u>	<u>Asset ID</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
1	W201813	CISCO	AIR-AP2802I-B-K9	FDW2225B18R
2	W201741	CISCO	AIR-AP2802I-B-K9	FDW2114B0P2
3	Unknown	CISCO	AIR-CAP27021-A-K9	FTX1843S0LY
4	Unknown	CISCO	AIR-CAP27022-A-K9	FTX1843S0XV
5	Unknown	CISCO	AIR-AP2802I-B-K9	FCW2240N2KL
6	W201819	CISCO	AIR-AP2802I-B-K9	FDW2225D1C5
7	W201109	CISCO	AIR-LAP1142N-A-K9	FTX1522E45G
8	W201108	CISCO	AIR-LAP1142N-A-K9	FTX1522E458
9	Unknown	CISCO	AIR-LAP1142N-A-K9	FTX1522E457
10	Unknown	CISCO	AIR-LAP1142N-A-K9	FTX1728K0BG
11	W201110	CISCO	AIR-LAP1142N-A-K9	FTX1522E45E
12	W201601	CISCO	AIR-CAP27021-A-K9	FCW2011NLBS
13	Unknown	CISCO	AIR-LAP-1042N-A-K9	FGL1649S3U4
14	PLC5-SPARE	CISCO	AIR-BR1310KG-A-K9	FTX1641U00S
15	W201111	CISCO	AIR-LAP1142N-A-K9	FTX1522E45B
16	W201204	CISCO	AIR-LAP1142N-A-K9	FTX1629E84F
17	W201113	CISCO	AIR-LAP1142N-A-K9	FTX1522E459
18	W201206	CISCO	AIR-LAP1142N-A-K9	FTX1629E84E
19	W201112	CISCO	AIR-LAP1142N-A-K9	FTX1522E45A
20	Unknown	CISCO	AIR-LAP1142N-A-K9	FTX1730K2HB
21	W201224	CISCO	AIR-LAP-1042N-A-K9	FTX1511E3PT
22	W201107	CISCO	AIR-LAP1142N-A-K9	FTX1522E45F
23	W201303	CISCO	AIR-LAP-1042N-A-K9	FTX1638K2A7
24	Unknown	CISCO	AIR-LAP-1042N-A-K9	FTX1511E3PR
25	W201202	CISCO	AIR-LAP1142N-A-K9	FTX1625E8BY
26	W201207	CISCO	AIR-LAP1142N-A-K9	FTX1629E84S
27	W201205	CISCO	AIR-LAP1142N-A-K9	FTX1629K8U0
28	W201201	CISCO	AIR-LAP1142N-A-K9	FTX1625E8CF
29	W201203	CISCO	AIR-LAP1142N-A-K9	FTX1629K8UN
30	W201301	CISCO	AIR-LAP1142N-A-K9	FTX1522E45D
31	Unknown	CISCO	AIR-LAP1142N-A-K9	FTX1522E45C

City of Bentonville Surplus 2.27.2024

WiFi Access Points

<u>Line Number</u>	<u>Asset ID</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
32	WAP201101	CISCO	AIR-LAP1142N-A-K9	FTX1511E3PU
33	Unknown	CISCO	AIR-LAP1142N-A-K9	FTX1521K57J
34	Unknown	CISCO	AIR-CAP2602I-A-K9	FTX1816J2XH
35	W201708	CISCO	AIR-AP2802I-B-K9	FDW2051D2ER
36	W201717	CISCO	AIR-AP2802I-B-K9	FDW2053B1W8
37	Unknown	CISCO	AIR-CAP2702I	FTX1843SORS
38	Unknown	CISCO	AIR-CAP2702I	FTX1843SORX
39	Unknown	CISCO	AIR-CAP2702I	FTX1843S0S7
40	Unknown	CISCO	AIR-CAP2702I	FTX1843SORU
41	Unknown	CISCO	AIR-CAP2702I	FTX1843S0RW
42	Unknown	CISCO	AIR-CAP2702I	FTX1843S0R7
43	Unknown	CISCO	C9115AXI-B	FJC27351PNJ
44	Unknown	CISCO	AIR-CAP2702I	FTX1843S0S0
45	Unknown	CISCO	AIR-ANT2544V4M	Unknown
46	Unknown	CISCO	AIR-ANT1949	Unknown

City of Bentonville Surplus 2.27.2024
Network/Server Miscellaneous Equipment

<u>Line Number</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
1	Unknown	Network Equip	AC794112001426
2	Unknown	Network Equip	ACLOA113901064
3	IBM	Network Equip	YK10LN96J07B
4	IBM	Network Equip	KQLFHWN
5	IBM	Network Equip	KQNP KHT
6	DELL	Network Equip	50C95F1
7	CISCO	Network Equip	QCI1523A94F
8	CISCO	Network Equip	QCI1523944
9	CISCO	Network Equip	CMMC800ARA
10	DELL	Network Equip	9MP1G1
11	DELL	Network Equip	BYMNMD2
12	DELL	Network Equip	GYKDR52
13	CISCO	Network Equip	QCI1605A157
14	CISCO	Network Equip	QCI1605A155
15	IBM	Network Equip	0649430
16	IBM	Network Equip	0649434
17	IBM	Network Equip	06D6826
18	IBM	Network Equip	0649439
19	IBM	Network Equip	0649440
20	IBM	Network Equip	0649428
21	Unknown	Network Equip	13K08C8
22	Unknown	Network Equip	13K08C0
23	Unknown	Network Equip	13K08BV

City of Bentonville Surplus 2.27.2024

Switches

<u>Line Number</u>	<u>Asset ID</u>	<u>Make</u>	<u>Model</u>	<u>SERIES</u>	<u>S/N</u>
1	SW201120	Cisco	Catalyst 2960-S	SI	FOC1524Z26V
2	SW201141	Cisco	Catalyst 2960-S	SI	FOC152Y1TU
3	SW201137	Cisco	C3KX-NM-G	N/A	FDO1526V0HZ
4	SW201304	Cisco	Catalyst 2960-S	PoE+	FOC1730X0M6
5	SW201732	Cisco	Catalyst 2960-X	N/A	FCW2129B72S
6	SW201113	Cisco	Catalyst 2960-S	PoE+	FOC1841W1MR
7	SW201110	Cisco	Catalyst 2960-S	PoE+	FOC1528Y1UY
8	SW201116	Cisco	Catalyst 2960-S	PoE+	FOC1527Z094
9	SW201142	Cisco	Catalyst 2960-S	SI	FOC1527Y1TL
10	SW201501	Cisco	Catalyst 2960-X	N/A	FCW1851A1L5
11	SW201131	Cisco	C3KX-NM-G	N/A	FDO1526R0NP
12	SW201117	Cisco	C3KX-NM-G	N/A	FDO1526Z0B5
13	SW201102	Cisco	C3KX-NM-G	N/A	FDO1413P0BZ
14	SW201126	Cisco	C3KX-NM-G	N/A	FDO1526V0JP
15	Unknown	Cisco	C3KX-NM-G	N/A	FDO2022F0PM
16	SW201146	Cisco	C3KX-NM-G	N/A	FDO1517P09H
17	SW201147	Cisco	C3KX-NM-G	N/A	FDO1526V0KA
18	SW201125	Cisco	C3KX-NM-G	N/A	FDO1526Z0AP
19	SW201301	Cisco	Catalyst 3750-X	N/A	FDO1643P2HT
20	WAC201102	Cisco	5500	N/A	FCW1521L01B
21	SW201719	Cisco	Catalyst 3850 24	PoE+	FOC2128L1Z1
22	SW-IT-L2-03 GISSWITCH	Cisco	C3KX-NM-G	N/A	FDO1633Z054
23	SW201303	Cisco	Catalyst 2960-S	PoE+	FOC1710Y1A5
24	SW201134	Cisco	C3KX-NM-G	N/A	FDO1526V0FS
25	SW201402	Cisco	Catalyst 3650 24	PoE+	FDO1839E078
26	SW201410	Cisco	Catalyst 2960-X	N/A	FCW1851A1TT
27	SW201157	Cisco	C3KX-NM-G	N/A	FDO1536P1NV
28	SW201724	Cisco	C3850-NM-4-1G	N/A	FOC2128L1UT
29	SW201121	Cisco	C3KX-NM-G	N/A	FDO1526Z0BJ
30	SW201155	Cisco	Catalyst 2960-S	PoE+	FOC1542Z15M

City of Bentonville Surplus 2.27.2024

Switches

<u>Line Number</u>	<u>Asset ID</u>	<u>Make</u>	<u>Model</u>	<u>SERIES</u>	<u>S/N</u>
31	SW201129	Cisco	C3KX-NM-G	N/A	FDO1526Z0BH
32	SW201118	Cisco	Catalyst 2960-S	PoE+	FOC1527Z09P
33	SW201122	Cisco	C3KX-NM-G	N/A	FDO1526Z086
34	SW201154	Cisco	Catalyst 2960	SI	FOC1522W2G6
35	SW201132	Cisco	Catalyst 2960	SI	FOC1526Z0CP
36	SW201112	Cisco	Catalyst 2960-S	N/A	FOC1526Y24Q
37	SW201111	Cisco	Catalyst 2960-S	N/A	FOC1527X36N
38	Unknown	Cisco	Catalyst 2960	SI	FOC1639X1H6
39	SW201101	Cisco	C3KX-NM-G	N/A	FDO1420P120
40	SW201103 CITY NETWORK	Cisco	C3KX-NM-G	N/A	FDO1512R0DA

City of Bentonville Surplus 2.27.2024
Miscellaneous IT Equipment

<u>Line Number</u>	<u>Description</u>	<u>Qty</u>	<u>Container</u>	<u>Approximate # per box/pallet</u>
1	Keyboards	2	Box	89
2	Monitor Speakers	1	Box	20
3	Phones	2	Box	48
4	Mice	1	Box	58
5	Power Cables	1	Box	
6	Monitor Cables	1	Box	
7	Network Cables	1	Box	
8	iPad Cases	2	Box	102
9	Monitors	5	Pallets	121
10	(No 12Vs) Backup Batteries	1	Pallet	56
11	Misc Cables	1	Box	
12	TVs	4	TV	4
13	Fiber Cables	1	Box	
14	Misc IT Equipment	1	Pallet/Cart	
15	Server Racks	2	Racks	



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Wade Tomlinson
Phone:	479 271 3392	For Department(s):	Bentonville Parks and Recreation Dept
Email:	WTomlinson@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to Purchase and Install of a Shade Structure for the Playground at Orchards Park
Action Recommendation & Justification:	Staff requests a City Council resolution for the approval of the purchase and installation of a shade structure for the playground at Orchard park, in the amount of \$41,788.22. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Landscape Structures Inc. was selected through participation in the Sourcewell Purchase Contract #010521-LSI Agreement, for the purchase of a shade structure. This award also includes the installation. Participation in a Co-Op contract is allowed after Purchasing has determined that the solicitation is in line with the City's Purchasing Policy.
Amount for Approval:	\$ \$41,788.22

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo

To: City Council, Mayor Orman
From: J. Wade Tomlinson, Parks Planner
Thru: David Wright, Parks and Recreation Director
Date: February 27, 2024
Re: Orchards Park Shade Project



Since opening the playground at Orchards Park in June of 2022, there has been a demand from the public for shade at the playground. Staff requests a City Council resolution for the approval of the purchase of a single 20' x 36' cantilever shade canopy. This award also includes the installation of the new system. The amount of the contract, including applicable taxes is not to exceed \$41,788.22.

This project is being paid for as a budgeted purchase from the 2024 parks and recreation budget. The 2024 budget allocated \$45,000 towards this project.

If you have any questions regarding this item, please call me at 479.271.3392 or email wtomlinson@bentonvillear.com.

Attachments:



ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:
LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185

Quote

DATE January 17, 2024

CONTACT: Wade Tomlinson, PLA, MBA
ORGANIZATION: Bentonville Parks Planner
EMAIL: wtomlinson@bentonvillear.com
PHONE:
FAX:

SHIP TO: Orchards Park
1100 NE John Deshields Blvd.
Bentonville, AR 72712

BILL TO: Invoice will be emailed to email address above
unless another email address or mailing address is provided



Destination Bentonville, AR 72712

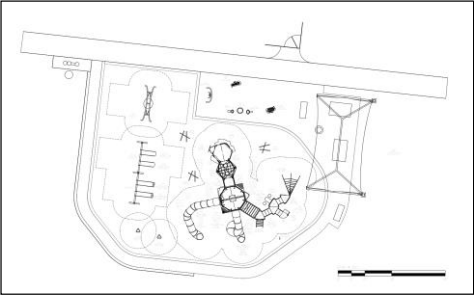
PO / net 30

TERMS (Subject To Credit Approval By ACS)

Schedule TBD

Equipment Pricing Good for 30 days
All Other Pricing Good for 30 Days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
Project Name: Orchards Park Shade Project						
1	216042C	New Shade Single Cantilever with 2 Columns Shade 20'x36' with 12' Entry Height Color to Match Play Equipment or TBD With Rapid Release Engineering Drawing Included IBC 2012 / 105 Wind Load / 5 PSF Snow Load Click the word SkyWays for more web information. SkyWays   Sourcewell Purchase Contract #010521-LSI Agreement	3986	23,744.40	3,986	\$ 23,744.40

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE
ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV.

ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER

MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER
OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS
MAY BE CHARGED BACK TO THE CUSTOMER.

ORDER ACCEPTANCE IS BASED ON SIGNED PRE-CONSTRUCTION FORM BY CUSTOMER

ACCEPTED BY CUSTOMER _____ DATE _____
PRINT NAME Rob Green | 479-305-5050 | robg@acsplay.com 1/17/2024
PROPOSED BY ACS REPRESENTATIVE _____ DATE _____

Total Weight	3,986
SUBTOTAL MATERIAL	\$23,744.40
INSTALLATION	\$ 14,145.60
FREIGHT	\$ 1,500.00
Sales Tax Rate	Taxable
9.500%	\$ 2,398.22
TOTAL	\$41,788.22

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH LANDSCAPE STRUCTURES INC., FOR THE PURCHASE OF A SHADE STRUCTURE, IN AN AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND TWENTY-TWO CENTS (\$41,788.22); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Parks and Recreation Department requests to enter into an agreement with Landscape Structures Inc. for the purchase and installation of a shade structure for the playground at Orchards Park;

WHEREAS, this purchase is through participation in the Sourcewell Cooperative Purchase Contract #010521-LSI agreement;

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk are authorized to enter into an agreement with Landscape Structures Inc. for the purchase of a shade structure, in an amount not to exceed forty-one thousand seven hundred eighty-eight dollars and twenty-two cents (\$41,788.22) using the Sourcewell Cooperative Purchasing Contract #101521-LSI;

Section 2: Since this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance approving Waiver of Bid for Adam Fortin for Triathlon Services
Action Recommendation & Justification:	A waiver of bid for Adam Fortin for Triathlon services for Bentonville Parks and Recreation. No budget adjustment is required.
Additional Comments for Consideration (Optional):	Adam was selected during the RFP-22-98 process and his contract was entered into March, 2023, with three (3) one (1) year renewal provisions. Due to the high demand for these services, it is anticipated that payments to Adam will exceed \$35,000.00 over the life of the contract, necessitating the need for a bid waiver. All payments are covered 100% by program registrations.
Amount for Approval:	\$ 42,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

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Purchasing Department
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Bentonville, AR 72712



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SERVICE CONTRACT: RFP-22-98-Youth and Adult Triathlon Teams and Triathlon Programming

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Adam Fortin, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Proposal Submission representing Team One80 (attached hereto as **Exhibit A**) to the City’s formal Request for Proposals-22-98-Youth and Adult Triathlon Teams and Triathlon Programming (attached hereto as **Exhibit B**). The services shall consist of providing instructional services for triathlon and sport camps and programming as described in this Contract and the Exhibits attached hereto. Services or items not specifically stated as being provided by the City, or the City’s responsibility herein shall be the responsibility of the Contractor.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be Adam Fortin. The primary contact for the City shall be the Recreation Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years, commencing on January 2, 2023, and ending on December 31, 2023.

a. Any changes to the Term of this Contract shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Duties of the Contractor:

Contractor shall:

1. Provide instructional services for triathlon and sport camps and programming, as described in this Contract and all attached Exhibits.

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2. Provide enough instructors to meet an acceptable participant/instructor ratio based upon the age of the participant. BPR will make the final determination of the acceptable participant/instructor ratio.
3. Provide any additional equipment, other than kickboards and pace clocks.
4. Communicate any change of practice, cancelled practices, and changes in programming to the City's Contact or their designee. It shall be at the City's discretion if the cancellation or change is permitted.

b. Duties of the City:

The City of Bentonville Parks and Recreation Department:

1. Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
2. Will create the program format, allowing for input and recommendation from Contractor where applicable.
3. Will create marketing and registration material for the program(s), allowing for input and recommendation from Contractor where it pertains to participant's needs when applicable.
4. Will create all schedules for all programs, allowing for input and direction from Contractor where it pertains to participant needs when applicable.
5. Will provide Bentonville Parks and Recreation employees or counselors, if necessary, to participate with the check-in and check-out for the program(s), or other operations of the program(s). Bentonville Parks and Recreation shall have the final determination

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if Bentonville Parks and Recreation employee participation is necessary.

c. Location. Work under this Contract shall be performed as described herein at the following location(s), in accordance with the schedules included in this Contract or otherwise as pre-approved by the City's Contact or designee.

1. Bentonville Community Center (BCC) (aquatic area(s) only): 1101 SW Citizens Circle Bentonville, Arkansas
2. Melvin Ford Aquatic Center (MFAC) (aquatic area(s) only): 2000 NE Memorial Park Square Bentonville, Arkansas

d. Schedule. Work under this Contract shall be performed in accordance with the schedule below. Changes to this schedule shall be pre-approved by the City's contact or designee.

i. Season Dates (estimates): March 25th – May 13th

Season Title: Year Round Triathlon Team Season: Spring 2023

Program Times (estimates):

Day	Time	Location	Lane Usage
Saturday	4:00-5:30pm	BCC	4

ii. Season Dates (estimates): June 12th – August 31st

Season Title: Triathlon Team Season: Summer 2023

Program Times (estimates):

Day	Time	Location	Lane Usage
Monday	8:30-10:30am	BCC	5
Wednesday	8:30-10:30am	BCC	
Sunday	3:30-5:30pm	BCC	5

**Days/times are estimates only and are subject to change as determined by BPR.*

e. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

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f. Amendments. Any changes to the Scope of Work shall be handled via Amendment to this Contract. No Amendment shall be approved unless approved in writing by the City. All Amendments must be pre-approved prior to any work under the proposed Amendment being performed. The City shall not be responsible for Amendments which have not been approved in writing by the City.

g. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

h. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. PAYMENTS. The City agrees to pay Contractor based upon the per participant cost as defined herein. Payment will only be made for participants whom actually attend/participate in the Program(s). No payments will be made for cancelled Program(s), or for participants who do not attend/participate in the Program(s), inclusive of, but not limited to classes, lessons, camps, and special programs. Per Participant payments shall be as defined in the table below.

Description	Unit of Pay	Payment Amount
Summer Triathlon Team Instruction	Per Participant	\$187.50
Triathlon Team Instruction Year Round Program	Per Participant	\$60.00

a. Estimated Total Payments. The estimated total of payments to Contractor during the initial term of this Contract (2023) is \$17,500.00 (seventeen thousand five hundred dollars).

b. Not to Exceed \$33,000.00. The total of payments to Contractor for the term of this Contract shall not exceed \$33,000.00 (thirty-three thousand dollars) without an Amendment. Amendments to increase the maximum amount of payments may require approval from the Bentonville City Council.

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6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice to the City's contact for the program(s) upon conclusion of the program season and within one (1) week from the conclusion of that season. Contractor is responsible for confirming that the City has received the invoice. Payment will only be made for actual work completed and approved by the City's Contact.

8. PAYMENT. Payment for approved invoices will be paid within fourteen (14) days of receipt. Failure to adhere to the invoicing requirements herein may result in delayed payments.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

9. PROFESSIONAL CONDUCT. Contractor and their personnel are required to display professional etiquette and conduct themselves professionally at all times. This Contract may be terminated immediately by the City if Contractor or any of their personnel exhibits behavior that is detrimental to the operation of the Parks and Recreation Department.

10. MANDATORY BACKGROUND CHECK. Contractor and their personnel who will be on-site providing the services described herein will be required to pass a mandatory background check, to be administered by the City, prior to on-site services beginning.

11. TERMINATION

a. FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance

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Bentonville, AR 72712



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of such termination or reduction of services for lack of funds.

b. GENERAL. This Contract may be terminated with thirty (30) days written notification from the BPR Director or designee. Contractor may terminate this Contract with ninety (90) days written notification to the BPR Director or designee.

c. FOR CAUSE. Breach of this Contract may result in immediate termination by the BPR Director or designee.

12. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

13. INSURANCE. Contractor may be required to maintain insurance and provide proof of such. Contractor is responsible for maintaining insurance for themselves, their employees or independent contractors as applicable and as required by law, including, but not limited to Worker's Compensation. Failure to maintain any required insurance will result in the direct breach of this Contract and subsequent termination.

14. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

15. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices, as well as adhering to all facility requirements, to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the patrons that are located at or near the location where services are being performed. The Contractor shall, at all times, enforce strict discipline and good order among their employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

16. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

17. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas as set forth herein and as are described in the Exhibits attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

18. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

19. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

20. INDEPENDENT CONTRACTOR-NOT AN AGENT. Contractor understands that they, nor any of their employees or personnel, are employees of the City or acting as an agency for the City (or the Parks and Recreation Department), and that the City's statutory immunity does not extend to Contractor's acts or omissions. Contractor is solely responsible for their

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

employees and personnel, including independent contractors.

21. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

22. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

23. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

24. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to **Exhibit B**.

[Signature Page Follows]

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

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Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this ____ (day) of _____ (month), 20____. March 7, 2023 | 12:40 PM CST

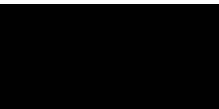
CITY OF BENTONVILLE, ARKANSAS

By:



Stephanie Orman, Mayor

By:



(Signature)

Adam Fortin

Name (printed): _____

Address: 3517 N 13th ST _____

Rogers, AR 72756

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

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Bentonville, AR 72712

EXHIBIT A

CONTRACTOR'S PROPOSAL SUBMISSION TO RFP- 22-98



CITY OF BENTONVILLE

PURCHASING DEPARTMENT- (479) 271-3115 –PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: October 30, 2022

NOTICE

TRIATHLON TEAM AND TRIATHLON PROGRAMMING PROVIDER

REQUEST FOR PROPOSALS

(RFP)-22-98

The City is accepting formal, sealed proposals from properly experienced, licensed and insured as applicable, individuals or entities for professional instruction services for youth and adult Triathlon Teams and triathlon programming. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication

The deadline for submission of a Proposal in response to this request is Thursday, November 17, 2022 at 10:00 AM CST. Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is November 14, 2022 at 4:30 PM CST.

Department Responsible for Advertising Costs: Accounting



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

RFP-22-98

REQUEST FOR PROPOSAL**SOLICITATION INFORMATION**

Proposal Number:	RFP-22-98	Date of Issuance:	OCTOBER 30, 2022
Brief Description:	Youth and Adult Triathlon Teams and Triathlon Programming		
Agency:	The City of Bentonville, Parks and Recreation Department		

SUBMISSION DEADLINE FOR RESPONSE

Proposal Submission Deadline: (Date)	NOVEMBER 17, 2022	Proposal Submission Deadline: (Time)	10:00 A.M.
--------------------------------------	-------------------	--------------------------------------	------------

Proposals must be received by the Purchasing Department prior to 10:00 A.M. on November 17, 2022. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th ST Bentonville, Arkansas 72712		
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: <u>RFP-22-98</u> • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.		
Number of Copies for Submission:	<u>(1) One signed original</u> of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.		

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION

Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed **ONLY** to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is NOVEMBER 14, 2022 at 4:30 P.M.

EXECUTION OF PROPOSAL (REQUIRED RESPONSE FIELD)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. Unsigned Proposals will be rejected without exception.

NAME OF FIRM: Adam Fortin (Team One80) PHONE NUMBER:(479)200-1941 FAX NUMBER: EMAIL:afortin731@gmail.com	
BUSINESS STREET ADDRESS: CITY: STATE: ZIP: 3517 N 13th ST Rogers, AR 72756	
SIGNATURE OF AUTHORIZED PERSON: DATE:	 11/17/22
PRINTED OR TYPED NAME: TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):	

CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT

2ND FLOOR ADMINISTRATIVE SERVICES BUILDING1000 SW 14TH ST

BENTONVILLE, ARKANSAS 72712

RFP-22-98

TABLE OF CONTENTS

ADVERTISEMENT REQUESTING PROPOSALS	PAGE 1
REQUEST FOR PROPOSALS COVER PAGE & EXECUTION OF PROPOSAL (REQUIRED RESPONSE DOCUMENT)	PAGE 2
TABLE OF CONTENTS	PAGE 3
SUMMARY (SERVICES & DEADLINES)	PAGE 4
NOTICE REGARDING MULTIPLE RFPs	PAGE 5
SCOPE OF WORK	PAGE 6
EVALUATION FACTORS	PAGE 7
TERMS & CONDITIONS	PAGE 8
PROPOSAL FORM (REQUIRED RESPONSE DOCUMENT)	PAGE 11



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING DEPARTMENT
 2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
 1000 SW 14TH ST
 BENTONVILLE, ARKANSAS 72712
RFP-22-98

SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville is accepting Proposals from properly experienced, licensed and insured as applicable, individuals or entities for professional instruction services for Youth and Adult Triathlon Teams and Triathlon Programming. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 1 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

Advertisement Published, Requesting Proposals: October 30, 2022

Deadline to Submit Questions: NOVEMBER 14, 2022 (4:30PM)

Deadline to Submit Proposals: NOVEMBER 17, 2022 (10:00AM)

*The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.
 PROPOSALS CANNOT BE EMAILED.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

NOTICE REGARDING MULTIPLE RFPs

The City currently has three RFP solicitation open:

- RFP-22-97-Masters Swim Team
- RFP-22-98-Triathlon Teams & Programming
- RFP-22-99-Youth Triathlon Camps

A Proposer may submit separately to all RFPs or combine the Programs to propose a unique or continuous program offering; however, the Proposer **MUST SUBMIT A SEPARATE ENVELOPE (ACCORDING TO THAT RFPs SUBMISSION REQUIREMENTS)** TO EACH RFP THEY ARE SUBMITTING FOR TO ENSURE THAT THEIR PROPOSAL IS CONSIDERED FOR THAT PROGRAM.

Example: If Proposer submits a Proposal to offer Triathlon Teams & Programming, as well as Youth Triathlon Camps, the Proposer would submit separate envelopes containing their Proposal to both RFP-22-98 and RFP 22-99 according to the RFP respective deadlines and requirements.

[This space has been intentionally left blank]

The City reserves the right to award the Contract in its best interest.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

SCOPE OF WORK

The Scope of Work is to provide services for Youth and Adult Triathlon Teams and Triathlon Programming for the City of Bentonville. The listed Scope of Work in this Response Packet is not intended to encompass all aspects of operating the Program(s), but is intended to convey the minimum requirements. The information contained in the Proposal Form pertaining to locations, available time ranges and equipment being provided from the City, in addition to all other information contained in this Response Packet, shall be included in the Scope of Work.

Program Descriptions: The Youth and Adult Triathlon Teams provide participants a fun way to compete in the sport of triathlon while learning and perfecting the basics of swim, bike, and run.

Triathlon Programming Description: The Scope of Work includes additional Youth and Adult Triathlon Programming, as proposed by the Provider and accepted by the City, such as year-round conditioning.

Provider shall be responsible, at minimum, for the following:

- ☒ Conducting said business as not to interfere with other uses or activities on the property. ☒ Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions. ☒ Provider is responsible for the maintenance and replacement of their equipment, regardless of any damage occurring during performance of their services for the City.
- ☒ Clean equipment as necessary after camps/lessons.
- ☒ Provide instruction services for the camps/lessons/teams as applicable to the services stated herein.
- ☒ Responsible for finding their own substitute, if necessary, and notifying BPR management in advance for approval.
- ☐ Awarded Proposer should be available to begin services within two (2) weeks from notification of award.

The City shall be responsible for the following:

- ☐ Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
- ☐ Will have the ultimate determination of the program format.
- ☐ Will create marketing and registration material for the program(s), allowing for input and recommendation from Provider where it pertains to participant's needs.
- ☐ Will have the ultimate determination for all schedules of the programs.
- ☐ Will provide BPR employees or counselors, if necessary, to participate with check-in and check-out for the program(s), or other operations of the program(s). BPR shall have the final determination if BPR employee participation is necessary.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking. These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

1. Qualifications:

In relation to the work to be performed/services to be provided.

- Certificates or licenses if any/as applicable
- Number of years providing similar services professionally

**Point
Value**

Information showing the qualifications of the Proposer.

Proposers should indicate specialized experience in connection with the type of

30

Service they are submitting for.

Information giving the names and qualifications of the major personnel who will be assigned to these services (this project).

2. Past Performance

Proposer's experience, in providing the services described (to the City or to outside entities/references) • Programs, classes, and/or camps provided in the last five (5) years

- References for whom the Proposer has provided the same or similar services

Previous evaluations/performance with the City will be a significant factor. If not available, past Point performance with others will be used.

Value

Information giving the names and experience of the major personnel who will be assigned to these services 30 (this project).

Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).

3. Program Design

Point

Proposed program design, including how comprehensive and beneficial the program is to the City and Value participants.

Uniqueness of program and supplemental offerings to participants.

25

4. Charge for Services/Rate

The proposed fee and/or fee structure.

**Point
Value**

This price should be in the form of the fee charged to the City for the services, not the fee charged to participants (the City will determine the participant fee(s) based on the selected Proposal), allowing for input

15

from the selected provider when applicable.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:

- **RFP Number:** RFP-22-98
- **Proposer's Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.

4. Proposers shall use the Proposal Form included and may provide additional supporting documentation pertinent to clarification of the Proposal.

There are no Proposal format restrictions, except as stated herein.

5. The City reserves the right to:

- Reject any and all Proposals received as a result of this RFP.
- Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
- Adopt all or any part of the Proposal.
- Negotiate changes in the scope of work or services to be provided.
- Withhold the award of contract.
- Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.

6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.

7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.

8. All Proposals and other materials submitted shall become the property of the City. CITY OF



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT

2ND FLOOR ADMINISTRATIVE SERVICES BUILDING

1000 SW 14TH ST

BENTONVILLE, ARKANSAS 72712

RFP-22-98

9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The awarded Proposer shall be awarded the Contract for a period of one (1) year, renewable annually upon mutual written consent for a total maximum term of three (3) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract prior to January 1, 2023; however, this is not a guaranteed timeline.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

- 22. Proposer Qualifications:** The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

Although program quality is a major consideration, references, service, and past experience, if applicable, will also be considered and part of the Proposal evaluation. The City reserves the right to use any information provided in Proposer's Proposal in the evaluation of Proposals for award.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

- 23. Cancellation/Rescheduling:** The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to make delivery within the time stated. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

The City reserves the right to postpone or reschedule programs/camps, at any time, to provide for the welfare and safety of the general public, with rescheduled or makeup program/camps dates at an agreed upon time, at no additional expense to the City and at a time acceptable to the City.

- 24. Taxes and Other Costs:** The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

RFP-22-98- PROPOSAL FORM

BPR wants to offer the most comprehensive and beneficial programs to participants. The intent of this RFP is for respondents to provide the City with their proposal to meet the City's needs, and explain how they propose to provide the most advantageous programming for both the City and participants. While the intent of this Proposal Form is to provide the Selection Committee with the responses they will need to evaluate Proposals, respondents may include additional information and/or material in their Submission as they choose, for the Committee's consideration.

1. PROGRAM DESIGN:

Scheduling Overview: The Youth and Adult Triathlon Teams and Triathlon Programming runs year-round, and schedules often change from summer to fall, winter, and spring. There is potential for additional scheduling and other program challenges throughout the year. The below schedule shows the available day(s), location(s), available time ranges, and minimal equipment provided by the City for the programming. Old Tiger Track is available for any running focused practice based on the current availability at that time.

Triathlon Teams and Triathlon Programming (youth and/or adult):

Days	Monday – Friday	Saturday	Sunday
Available Time Range*:	8:00am-1:00pm 5:00pm-8:00pm	7:00am-7:00pm	12:00pm-4:30pm
Location(s):	Bentonville Community Center & Melvin Ford Aquatics Center	Bentonville Community Center & Melvin Ford Aquatics Center	Bentonville Community Center & Melvin Ford Aquatics Center
Equipment BPR Provides:	Kickboards & Pace Clocks	Kickboards & Pace Clocks	Kickboards & Pace Clocks

*The times provided are intended to convey a range, meaning that programming would be possible at any time between those ranges.

Year-round Conditioning (youth and/or adult):

Days	Saturday	Sunday
Available Time Range*:	12:00pm-6:30pm	12:00pm-5:30pm
Location(s):	Bentonville Community Center	Bentonville Community Center
Equipment BPR Provides:	Kickboards & Pace Clocks	Kickboards & Pace Clocks

*The times provided are intended to convey a range, meaning that programming would be possible at any time between those ranges.

Using the tables provided at the end of this Proposal Form, describe the proposed programming, using the table format to express scheduling and the blank space to provide other relevant program details. Provider may propose as many or as few programs as they choose that fit within the Scope of Work of Youth and Adult Triathlon Teams and Triathlon Programming.



RFP-22-98- PROPOSAL FORM

Program Design Continued

Will there be seasonal scheduling changes (check one): ____Yes* ☒No

**If yes, use the provided additional programming tables to express the different proposed seasonal schedules.*

Use the space below to provide additional relevant program design details/information (optional):

- We'll need at least 18 athletes to sign up for this proposal to be able to fulfill the programming

- We'll mainly focus on swimming and somedays doing a run session weather dependent. I'll

communicate this through email and text with parents.



RFP-22-98- PROPOSAL FORM

Program Design Continued

Will you be offering any supplemental items, services, or materials to participants as part of the program proposal (check one) ?: ☒ **Yes*** ☐ **No**

**If yes, use the space below to provide additional details. Remember to communicate any differences in seasonal programs, days/times etc.*

- We do have funding for marginalized families upon approval

Describe how your proposed program design is unique; what sets your services apart from others. Why is it the best option for the City?

- Multiple certified & qualified coaches
- Kid Friendly Programming
- Being able to serve all Levels
- Being able to serve all physical and mental abilities
- Funding for marginalized families

Describe why your proposed programming would be successful.

As Head Coach I see myself as an ambassador for triathlon and I want to show and teach my love for the sport, and raise up the next generation that will be able to do the same and continue to grow the sport. Our sessions will be athlete focused with the goal to make all sessions challenging and fun at the same time. My mentality is if the kids aren't having fun they won't want to continue in triathlon and therefore I have not done my job as a coach or an ambassador for the sport. Our programming is based around that thought, raising up ambassadors, so we are focused on 3 main ways to do that; Safety, Coaching, and Fun.

- **Safety** - The way we keep our environment safe physically for the athlete is through the backing of our adult team(Team One80) and I've already had numerous teammate reaching out for volunteer opportunities so we can have multiple people on the pool deck, multiple people at intersections where the trail crosses a road, multiple people biking and running while our athlete are training. We will be able to provide a safe environment mentally again due to our volunteers that rally around our programs, and the strict zero tolerance for bullying. I will address my bullying prodcal at our first meeting. If there is a case of bullying the individual is addressed and will remain with me or another coach the rest of the day, if there is a second offense that individual sits out the rest of the day and can't return until a conversation with the individual's parent/ guardian is had. If there is another incident with the individual they will not be allowed to return.
- **Fun** - I have a passion to help kids get and stay healthy and I think fun has to be at the center of a program to be able to achieve that goal. This means that we have a program in place that has worked in the past, we have to access the program week to week in order to make sure we are meeting our desired goal of making the sessions both challenging and fun. The thought being once the team is not around them, they have built an enjoyment of swimming, biking, and running that they continue these disciplines throughout their life.
- **Coaching** - I look at coaching as passing on knowledge to the athlete, and the ways we will do that are through telling and showing. My experience over 20 years working with kids has been that knowledge is transferred quicker through showing. That is why we have coaches in the water, on the bikes, and running with the athletes. Each session we discuss the workouts that will be performed but from my experience athletes get more out of the session by seeing workouts performed therefore coaches and volunteers will be performing these workouts with the athletes.

RFP-22-98- PROPOSAL FORM

Program Design Continued

Are you submitting for any additional Requests for Proposals for camps/programs for the City of Bentonville and proposing to provide multiple camps or programs?

☒ **Yes** ☐ **No**

A separate Proposal envelope must be provided for each RFP, even when respondents are combining programming. Use this question to indicate that multiple or combined programs are being proposed.

If yes, use the space below to describe how you propose to provide the combined or multiple camps, programs, or lessons.

-Our other triathlon proposal is for programming that will run the week of June 4 2023 - September 2023 and therefore will not affect this proposal.

RFP-22-99- PROPOSAL FORM

2. QUALIFICATIONS & PAST PERFORMANCE

Note: If there are multiple coaches/providers in your Proposal, include the Qualification and Past Performance information for all, as applicable.

What certifications or licenses (if any) do you possess for the services you are proposing to provide?

Adam Fortin - Triathlon Coach through USAT

Coach Jason Wilford - Triathlon Coach through Ironman University

David Cagle - Triathlon Coach through Ironman University

Craig Findlay - Triathlon Coach through Ironman University

Marlena Bond - Triathlon Coach through Ironman University

How many years have you been providing similar services professionally? ____7____years

List the programs, classes, and/or camps you have provided in the last five (5) years, beginning with your most recent and providing details regarding when last completed.

Adam Fortin

Kids Triathlon Coach for Team One80 (2022-Present)

Kids Triathlon Coach for Team Endurance (2021-2022)

Head Coach for Trifest's Summer Program for Kids With Special Needs (2017-Present)

Jason Wilford - Resume Attached

List three references for whom you have provided the same or similar services to below. The City reserves the right to contact these references and inquire as to your performance and programming details.

1) Company Name: Rampy MS Research Foundation

Contact Email: scottrampy@gmail.com

Type of Service Provided: Coaching for Para and Adult Triathlon Camps

Date Services Began July 2013

Contact Name: Scott Rampy

Contact Phone: (479)685-7063

Date Services Ended: Through Present

2) Contact Name: Marie Findlay

Contact Phone: (269)601-4566

Date Services Began: June 2022

Contact Email: mariefin22@gmail.com

Type of Service Provided: Parent of Athlete

Date Services Ended: August 2022

3) Contact Name: Anthony Gallo

Contact Phone: (479)295-1674

Parent of Athlete Date Services Began: June 2022

Contact Email: avgallo@hotmail.com

Type of Service Provided:

Date Services Ended: August 2022

RFP-22-98- PROPOSAL FORM

3. CHARGE FOR SERVICES/RATE

Use the following pages to communicate the cost of the services (rate) proposed for each team/lesson/programming. The rate must be communicated in a per lesson or per participant structure (Submitter must check the applicable rate structure and provide a description; if both are applicable, Submitter must clearly communicate the cause for both being applicable). Failure to communicate the rate may result in rejection of the Proposal.

Note that separate Program Description Pages have been provided for use in relaying different types of programming (ex. Youth Triathlon Team vs. Year Round Conditioning)

PAGE 1-PROGRAM DESCRIPTION (must match Programming Tables): Spring Youth Triathlon Team
(example: Youth Triathlon Team)

Option 1:

Per Lesson Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____per lesson

Option 2:

Per Participant Rate Proposed: X check if applicable and provide description and rate below)

Description:

This is a once a week program spanning 8 weeks with our rate of \$56.25 per athlete plus the BCC fee we think that would keep the program around \$75 per participant.

Rate: \$ 56.25 per participant

Option 3:

Other Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____per _____(describe)

Use the space below to provide any additional rate detail (optional):

CITY OF BENTONVILLE REQUEST FOR PROPOSALS (22-98) Page 16 of 25



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

PAGE 2-PROGRAM DESCRIPTION (must match Programming Tables): _____
(example: Type of Youth Triathlon Programming)

Option 1:

Per Lesson Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per lesson

Option 2:

Per Participant Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per participant

Option 3:

Other Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per _____(describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

PAGE 3-PROGRAM DESCRIPTION (must match Programming Tables): _____
(example: Type of Youth Triathlon Programming)

Option 1:

Per Lesson Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

—

Rate: \$_____per lesson

Option 2:

Per Participant Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

—

Rate: \$_____per participant

Option 3:

Other Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

—

Rate: \$_____per _____(describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

PAGE 4-PROGRAM DESCRIPTION (must match Programming Tables): _____
 (example: Type of Youth Triathlon Programming)

Option 1:

Per Lesson Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

—

Rate: \$_____per lesson

Option 2:

Per Participant Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

—

Rate: \$_____per participant

Option 3:

Other Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

—

Rate: \$_____per _____(describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

Additional Pages (IF NEEDED) (This page can be copied if additional pages are needed)

PROGRAM DESCRIPTION (must match Programming Tables): _____

Option 1:

Per Lesson Rate Proposed _____ **(check if applicable and provide description and rate below)**

Description: _____

—

Rate: \$ _____ **per lesson**

Option 2:

Per Participant Rate Proposed _____ **(check if applicable and provide description and rate below)**

Description: _____

—

Rate: \$ _____ **per participant**

Option 3:

Other Rate Proposed _____ **(check if applicable and provide description and rate below)**

Description: _____

—

Rate: \$ _____ **per** _____ **(describe)**

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

Additional Pages (IF NEEDED) (This page can be copied if additional pages are needed)

PROGRAM DESCRIPTION (must match Programming Tables): _____

Option 1:

Per Lesson Rate Proposed _____ **(check if applicable and provide description and rate below)**

Description: _____

Rate: \$ _____ **per lesson**

Option 2:

Per Participant Rate Proposed _____ **(check if applicable and provide description and rate below)**

Description: _____

Rate: \$ _____ **per participant**

Option 3:

Other Rate Proposed _____ **(check if applicable and provide description and rate below)**

Description: _____

Rate: \$ _____ **per** _____ **(describe)**

Use the space below to provide any additional rate detail (optional):

RFP-22-98 Proposed Programming Tables

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): Spring Youth Triathlon Team
(example: Type of Youth Triathlon Programming)

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
Sundays	3:00-4:30PM 10mins Warmup w/ The Day objectives 45mins Pool Time 20min Run Time when weather permits, and someday we might run first 10min Cooldown w/ Coaches Thoughts and encouragement	☒ Bentonville Community Center ☐ Melvin Ford Aquatics Center	No Equipment Required
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

(This page may be copied if additional pages are needed)

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): _____
(example: Type of Youth Triathlon Programming)

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

(This page may be copied if additional pages are needed)

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): _____

(example: Type of Youth Triathlon Programming)

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
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		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

(This page may be copied if additional pages are needed)

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): _____

(example: Type of Youth Triathlon Programming)

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

(This page may be copied if additional pages are needed)

The One80 Junior Triathlon camp at the Bentonville Community Center meant so much to my children, Ethan (12) and Gabbi (10), over the summer. Not only did they become fitter, stronger and more adept at swimming, biking and running, but they learned so much from their coaches, each other, and the impressive range of interesting professionals who came to talk to the kids each week. The One80 Junior team and coaches also provided my kids – who are immigrants to NWA – with a real sense of community, a fun way to exercise with friends, and incredible, personalized support and encouragement. Beyond the camp itself, the event that they trained for gave us as a family an opportunity to talk about wider life lessons, like how important it is to try your best, the feeling of accomplishment that comes with crossing a finish line, how to manage nerves on event day, how to encourage team mates, and how to be a good sport with competitive teams.

We are already looking forward to the One80 Junior Triathlon camp next summer!

Anthony Gallo

My husband and I are part of the One80Multisports team, and our kids have been part of One80MultiSport Junior Team and attending their Summer Camps since they started. The One80MultiSport Summer Camp is by far their favorite camp to attend and for me I could see how much they benefitted from it: not just for the ability to participate in sport and stay active, they gained so much more than this. Meeting new friends, developing a sense of team work, and a passion for cheering on and helping others, learning different swim, bike and run techniques not just from the fantastic coaches but from special guests who made an appearance throughout the summer. My kids enjoyed the training and the build up to the local races they would participate in, and also loved race day itself where we saw it all come together, and again although the athletes are competing as individuals it's so great for them to be part of such an incredible team with their team mates cheering them on and encouraging them from the sidelines.

Thanks,

Maria Findlay

Jason Brad Wilford

- **Strategic business professional with 20 years' experience in steering successful business direction and growth.**
- **Veteran strategist in opportunity identification and acquisition.**
- **A people specialist who has a track record in identifying and developing high performing teams.**

Jasonbradwilford@icloud.com

4794025451/ 5083 SW Hyde Park Bentonville AR

Skills

- Overall Business Strategy
- Global Networks
- Business Development
- Market Strategy
- Staff Management
- Customer Acquisition
- Public Speaking
- Business Operations
- Due Diligence
- Contract Negotiation
- Employee Relations
- Change Management Process
- Performance Management
- Team Building
- Management performance
- Business Strategy
- Legal Documentation
- Financial Analysis
- Negotiation
- Critical Thinking
- Complex Problem-Solving

Experience

Certifications:

- **Qualified Swim Coach – MPG/US Masters L1**
- **Cornell Certified Nutritionist**
- **Qualified Triathlon and IM coach – MPG •**
- **Certified Ironman Coach (Ironman University)**
- **Certified Personal Trainer**
- **Certified Life Coach**
- **Qualified Skipper**
- **Qualified Dive Master**
- **Qualified Rescue Diver**
- **Certified Advanced Wellness Coach •**

Certified Stress Management Coach •
Certified in CPR (Expert Level)

Sports Career & Achievements:

- Stellenbosch University 1st Team Water polo
- Premier League water polo player
- Elite AG and National Triathlete
- Represented South Africa at 6 world championships • Best world championship result 9th place • Best National Championship result 3rd Place • 50+ triathlon wins and podiums to date • Ironman AWG athlete - top 1% in the world • Ranked National top 10 in Ironman 70.3 AG • Completed 50+ Ironman

events

- All American Triathlete

- **Head Coach One80 Multisport USA – Present**

- **CFS Chief Executive Officer 1/2012 - 07/2018**

Consumer Data and text analytics multinational, specializing in consumer data analytics.

- **Microtronix Chief Executive Officer 01/2010 - 11/2012**
Largest PC Board Contracts Manufacturer in SA (+500 staff), Managed Sub Saharan Samsung Contract.

- **Woodsway Investments Managing Director 01/2007 - 12/2009** Provided professional Services to large corporate companies in identifying, analysing and preparing suitable small to mid-size companies for acquisition.

- **Provicom Electronics| Commercial Sales Director 02/2003 - 09/2005**

-Division - Multinational Bidvest Corporation (Electronic Security)

- **Armcom Electronics| Commercial Sales Director 05/2000 - 01/2003** One of the companies founders, developed all sales and marketing strategies, ultimately spearheaded the sale to Bidvest. (Electronic Security)

- **S&A Attorneys | Applicant Attorney 01/1998 - 05/2000** Commercial firm specialising in corporate contracts, mergers and acquisitions

Education

- **Stellenbosch University/Unisa Bachelor of Arts in Law & Politics (Graduated with Distinction) • University of South Africa Bachelor of Business Administration (Graduated with Distinction) • Graduate School of Business leadership Post Grad Diploma in Business Strategy**

- 10 Handicap Golfer

Coaching:

- 10 Years Experience • Head Coach One80 Multisport
- Experienced Swim and open water coach
- Experienced Triathlon and Ironman coach
- Coached numerous National Champions
- Coached Elite, National Level triathletes
- University Waterpolo Coach SU

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

CITY OF BENTONVILLE SOLICITATION RFP-22-98-Youth and Adult Triathlon Teams and Triathlon Programming



CITY OF BENTONVILLE

PURCHASING DEPARTMENT— (479) 271-3115 —PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: October 30, 2022

NOTICE
TRIATHLON TEAM AND TRIATHLON PROGRAMMING PROVIDER
REQUEST FOR PROPOSALS
(RFP)-22-98

The City is accepting formal, sealed proposals from properly experienced, licensed and insured as applicable, individuals or entities for professional instruction services for youth and adult Triathlon Teams and triathlon programming. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication

The deadline for submission of a Proposal in response to this request is Thursday, November 17, 2022 at 10:00 AM CST. Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is November 14, 2022 at 4:30 PM CST.

Department Responsible for Advertising Costs: Accounting



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING DEPARTMENT
 2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
 1000 SW 14TH ST
 BENTONVILLE, ARKANSAS 72712
RFP-22-98

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-22-98	Date of Issuance:	OCTOBER 30, 2022
Brief Description:	Youth and Adult Triathlon Teams and Triathlon Programming		
Agency:	The City of Bentonville, Parks and Recreation Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	NOVEMBER 17, 2022	Proposal Submission Deadline: (Time)	10:00 A.M.

Proposals must be received by the Purchasing Department prior to 10:00 A.M. on November 17, 2022. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th ST Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: RFP-22-98 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is **NOVEMBER 14 , 2022 at 4:30 P.M.**

EXECUTION OF PROPOSAL (REQUIRED RESPONSE FIELD)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:	EMAIL:
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
SIGNATURE OF AUTHORIZED PERSON:		DATE:	
PRINTED OR TYPED NAME:		TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):			



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING DEPARTMENT
 2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
 1000 SW 14TH ST
 BENTONVILLE, ARKANSAS 72712
RFP-22-98

TABLE OF CONTENTS

ADVERTISEMENT REQUESTING PROPOSALS	PAGE 1
REQUEST FOR PROPOSALS COVER PAGE & EXECUTION OF PROPOSAL (REQUIRED RESPONSE DOCUMENT)	PAGE 2
TABLE OF CONTENTS	PAGE 3
SUMMARY (SERVICES & DEADLINES)	PAGE 4
NOTICE REGARDING MULTIPLE RFPs	PAGE 5
SCOPE OF WORK	PAGE 6
EVALUATION FACTORS	PAGE 7
TERMS & CONDITIONS	PAGE 8
PROPOSAL FORM (REQUIRED RESPONSE DOCUMENT)	PAGE 11



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville is accepting Proposals from properly experienced, licensed and insured as applicable, individuals or entities for professional instruction services for Youth and Adult Triathlon Teams and Triathlon Programming. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 1 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

 Advertisement Published, Requesting Proposals: October 30, 2022

 **Deadline to Submit Questions: NOVEMBER 14, 2022 (4:30PM)**

 **Deadline to Submit Proposals: NOVEMBER 17, 2022 (10:00AM)**

*The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.

PROPOSALS CANNOT BE EMAILED.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

NOTICE REGARDING MULTIPLE RFPs

The City currently has three RFP solicitation open:

- RFP-22-97-Masters Swim Team
- RFP-22-98-Triathlon Teams & Programming
- RFP-22-99-Youth Triathlon Camps

A Proposer may submit separately to all RFPs or combine the Programs to propose a unique or continuous program offering; however, the Proposer **MUST SUBMIT A SEPARATE ENVELOPE (ACCORDING TO THAT RFPs SUBMISSION REQUIREMENTS) TO EACH RFP THEY ARE SUBMITTING FOR TO ENSURE THAT THEIR PROPOSAL IS CONSIDERED FOR THAT PROGRAM.**

Example: *If Proposer submits a Proposal to offer Triathlon Teams & Programming, as well as Youth Triathlon Camps, the Proposer would submit separate envelopes containing their Proposal to both RFP-22-98 and RFP-22-99 according to the RFP respective deadlines and requirements.*

[This space has been intentionally left blank]

The City reserves the right to award the Contract in its best interest.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

SCOPE OF WORK

The Scope of Work is to provide services for Youth and Adult Triathlon Teams and Triathlon Programming for the City of Bentonville. The listed Scope of Work in this Response Packet is not intended to encompass all aspects of operating the Program(s), but is intended to convey the minimum requirements. The information contained in the Proposal Form pertaining to locations, available time ranges and equipment being provided from the City, in addition to all other information contained in this Response Packet, shall be included in the Scope of Work.

Program Descriptions: The Youth and Adult Triathlon Teams provide participants a fun way to compete in the sport of triathlon while learning and perfecting the basics of swim, bike, and run.

Triathlon Programming Description: The Scope of Work includes additional Youth and Adult Triathlon Programming, as proposed by the Provider and accepted by the City, such as year-round conditioning.

Provider shall be responsible, at minimum, for the following:

- ☐ Conducting said business as not to interfere with other uses or activities on the property.
- ☐ Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions.
- ☐ Provider is responsible for the maintenance and replacement of their equipment, regardless of any damage occurring during performance of their services for the City.
- ☐ Clean equipment as necessary after camps/lessons.
- ☐ Provide instruction services for the camps/lessons/teams as applicable to the services stated herein.
- ☐ Responsible for finding their own substitute, if necessary, and notifying BPR management in advance for approval.
- ☐ Awarded Proposer should be available to begin services within two (2) weeks from notification of award.

The City shall be responsible for the following:

- ☐ Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
- ☐ Will have the ultimate determination of the program format.
- ☐ Will create marketing and registration material for the program(s), allowing for input and recommendation from Provider where it pertains to participant's needs.
- ☐ Will have the ultimate determination for all schedules of the programs.
- ☐ Will provide BPR employees or counselors, if necessary, to participate with check-in and check-out for the program(s), or other operations of the program(s). BPR shall have the final determination if BPR employee participation is necessary.



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 PURCHASING DEPARTMENT
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 1000 SW 14TH ST
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RFP-22-98

EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

1. Qualifications:

Point
Value

30

- In relation to the work to be performed/services to be provided.
 - Certificates or licenses if any/as applicable
 - Number of years providing similar services professionally
- Information showing the qualifications of the Proposer.
- Proposers should indicate specialized experience in connection with the type of Service they are submitting for.
- Information giving the names and qualifications of the major personnel who will be assigned to these services (this project).

2. Past Performance

Point
Value

30

- Proposer's experience, in providing the services described (to the City or to outside entities/references)
 - Programs, classes, and/or camps provided in the last five (5) years
 - References for whom the Proposer has provided the same or similar services
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Information giving the names and experience of the major personnel who will be assigned to these services (this project).
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).

3. Program Design

Point
Value

25

- Proposed program design, including how comprehensive and beneficial the program is to the City and participants.
- Uniqueness of program and supplemental offerings to participants.

4. Charge for Services/Rate

Point
Value

15

- The proposed fee and/or fee structure.
- This price should be in the form of the fee charged to the City for the services, not the fee charged to participants (the City will determine the participant fee(s) based on the selected Proposal), allowing for input from the selected provider when applicable.



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1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-22-98
 - **Proposer's Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.

4. Proposers shall use the Proposal Form included and may provide additional supporting documentation pertinent to clarification of the Proposal.

There are no Proposal format restrictions, except as stated herein.

5. The City reserves the right to:
 - Reject any and all Proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
 - Adopt all or any part of the Proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.
8. All Proposals and other materials submitted shall become the property of the City.



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

RFP-22-98

9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The awarded Proposer shall be awarded the Contract for a period of one (1) year, renewable annually upon mutual written consent for a total maximum term of three (3) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract prior to January 1, 2023; however, this is not a guaranteed timeline.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.



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RFP-22-98

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

22. Proposer Qualifications: The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

Although program quality is a major consideration, references, service, and past experience, if applicable, will also be considered and part of the Proposal evaluation. The City reserves the right to use any information provided in Proposer's Proposal in the evaluation of Proposals for award.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

23. Cancellation/Rescheduling: The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to make delivery within the time stated. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

The City reserves the right to postpone or reschedule programs/camps, at any time, to provide for the welfare and safety of the general public, with rescheduled or makeup program/camps dates at an agreed upon time, at no additional expense to the City and at a time acceptable to the City.

24. Taxes and Other Costs: The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.



RFP-22-98- PROPOSAL FORM

BPR wants to offer the most comprehensive and beneficial programs to participants. The intent of this RFP is for respondents to provide the City with their proposal to meet the City’s needs, and explain how they propose to provide the most advantageous programming for both the City and participants. While the intent of this Proposal Form is to provide the Selection Committee with the responses they will need to evaluate Proposals, respondents may include additional information and/or material in their Submission as they choose, for the Committee’s consideration.

1. PROGRAM DESIGN:

Scheduling Overview: The Youth and Adult Triathlon Teams and Triathlon Programming runs year-round, and schedules often change from summer to fall, winter, and spring. There is potential for additional scheduling and other program challenges throughout the year. The below schedule shows the available day(s), location(s), available time ranges, and minimal equipment provided by the City for the programming. Old Tiger Track is available for any running focused practice based on the current availability at that time.

Triathlon Teams and Triathlon Programming (youth and/or adult):

Days	Monday – Friday	Saturday	Sunday
Available Time Range*:	8:00am-1:00pm 5:00pm-8:00pm	7:00am-7:00pm	12:00pm-4:30pm
Location(s):	Bentonville Community Center & Melvin Ford Aquatics Center	Bentonville Community Center & Melvin Ford Aquatics Center	Bentonville Community Center & Melvin Ford Aquatics Center
Equipment BPR Provides:	Kickboards & Pace Clocks	Kickboards & Pace Clocks	Kickboards & Pace Clocks

*The times provided are intended to convey a range, meaning that programming would be possible at any time between those ranges.

Year-round Conditioning (youth and/or adult):

Days	Saturday	Sunday
Available Time Range*:	12:00pm-6:30pm	12:00pm-5:30pm
Location(s):	Bentonville Community Center	Bentonville Community Center
Equipment BPR Provides:	Kickboards & Pace Clocks	Kickboards & Pace Clocks

*The times provided are intended to convey a range, meaning that programming would be possible at any time between those ranges.

Using the tables provided at the end of this Proposal Form, describe the proposed programming, using the table format to express scheduling and the blank space to provide other relevant program details. Provider may propose as many or as few programs as they choose that fit within the Scope of Work of Youth and Adult Triathlon Teams and Triathlon Programming.



RFP-22-98- PROPOSAL FORM

Program Design Continued

Will there be seasonal scheduling changes (check one): ☐ Yes* ☐ No
**If yes, use the provided additional programming tables to express the different proposed seasonal schedules.*

Use the space below to provide additional relevant program design details/information (optional):



RFP-22-98- PROPOSAL FORM

Program Design Continued

Will you be offering any supplemental items, services, or materials to participants as part of the program proposal (check one) ?: ☐ **Yes*** ☐ **No**
**If yes, use the space below to provide additional details. Remember to communicate any differences in seasonal programs, days/times etc.*

Describe how your proposed program design is unique; what sets your services apart from others. Why is it the best option for the City?

Describe why your proposed programming would be successful.



RFP-22-98- PROPOSAL FORM

Program Design Continued

Are you submitting for any additional Requests for Proposals for camps/programs for the City of Bentonville and proposing to provide multiple camps or programs?

☐ Yes ☐ No

A separate Proposal envelope must be provided for each RFP, even when respondents are combining programming. Use this question to indicate that multiple or combined programs are being proposed.

If yes, use the space below to describe how you propose to provide the combined or multiple camps, programs, or lessons.



RFP-22-98- PROPOSAL FORM

2. QUALIFICATIONS & PAST PERFORMANCE

Note: If there are multiple coaches/providers in your Proposal, include the Qualification and Past Performance information for all, as applicable.

What certifications or licenses (if any) do you possess for the services you are proposing to provide?

How many years have you been providing similar services professionally? _____years

List the programs, classes, and/or camps you have provided in the last five (5) years, beginning with your most recent and providing details regarding when last completed.

List three references for whom you have provided the same or similar services to below. The City reserves the right to contact these references and inquire as to your performance and programming details.

- 1)

Company Name_____Contact Name_____

Contact Email_____Contact Phone_____

Type of Service Provided:_____

Date Services Began_____Date Services Ended:_____
- 2)

Company Name_____Contact Name_____

Contact Email_____Contact Phone_____

Type of Service Provided:_____

Date Services Began_____Date Services Ended:_____
- 3)

Company Name_____Contact Name_____

Contact Email_____Contact Phone_____

Type of Service Provided:_____

Date Services Began_____Date Services Ended:_____



RFP-22-98- PROPOSAL FORM

3. CHARGE FOR SERVICES/RATE

Use the following pages to communicate the cost of the services (rate) proposed for each team/lesson/programming. The rate must be communicated in a per lesson or per participant structure (Submitter must check the applicable rate structure and provide a description; if both are applicable, Submitter must clearly communicate the cause for both being applicable). Failure to communicate the rate may result in rejection of the Proposal.

Note that separate Program Description Pages have been provided for use in relaying different types of programming (ex. Youth Triathlon Team vs. Year Round Conditioning)

PAGE 1-PROGRAM DESCRIPTION (must match Programming Tables): _____
(example: Youth Triathlon Team)

Option 1:

Per Lesson Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per lesson

Option 2:

Per Participant Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per participant

Option 3:

Other Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per _____(describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

PAGE 2-PROGRAM DESCRIPTION (must match Programming Tables): _____
(example: Type of Youth Triathlon Programming)

Option 1:

Per Lesson Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per lesson

Option 2:

Per Participant Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per participant

Option 3:

Other Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per _____(describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

PAGE 3-PROGRAM DESCRIPTION (must match Programming Tables):
(example: Type of Youth Triathlon Programming)

Option 1:
Per Lesson Rate Proposed (check if applicable and provide description and rate below)

Description:

Rate: \$ per lesson

Option 2:
Per Participant Rate Proposed (check if applicable and provide description and rate below)

Description:

Rate: \$ per participant

Option 3:
Other Rate Proposed (check if applicable and provide description and rate below)

Description:

Rate: \$ per (describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

PAGE 4-PROGRAM DESCRIPTION (must match Programming Tables): _____
(example: Type of Youth Triathlon Programming)

Option 1:

Per Lesson Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per lesson

Option 2:

Per Participant Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per participant

Option 3:

Other Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per _____(describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

Additional Pages (IF NEEDED) (This page can be copied if additional pages are needed)

PROGRAM DESCRIPTION (must match Programming Tables):

Option 1:
Per Lesson Rate Proposed (check if applicable and provide description and rate below)

Description:

Rate: \$ per lesson

Option 2:
Per Participant Rate Proposed (check if applicable and provide description and rate below)

Description:

Rate: \$ per participant

Option 3:
Other Rate Proposed (check if applicable and provide description and rate below)

Description:

Rate: \$ per (describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

Additional Pages (IF NEEDED) (This page can be copied if additional pages are needed)

PROGRAM DESCRIPTION (must match Programming Tables): _____

Option 1:

Per Lesson Rate Proposed _____ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per lesson

Option 2:

Per Participant Rate Proposed _____ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per participant

Option 3:

Other Rate Proposed _____ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per _____ (describe)

Use the space below to provide any additional rate detail (optional):

RFP-22-98 Proposed Programming Tables

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): _____
(example: Type of Youth Triathlon Programming)

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): _____
(example: Type of Youth Triathlon Programming)

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): _____
(example: Type of Youth Triathlon Programming)
Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): _____
(example: Type of Youth Triathlon Programming)
Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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ADDENDUM TO SOLICITATION

Solicitation ID:	RFP-22-98	Solicitation Title:	Youth and Adult Triathlon Teams and Triathlon Programming
Addendum Number:	1	Date of Issuance:	November 10, 2022

TO: Prospective Submitters

This Addendum modifies the original Response Document(s) dated October 30, 2022.

Submitters are required to acknowledge this Addendum by including it in their Submission or notating acknowledgement in their Submission. Failure to acknowledge this Addendum may result in rejection of the Submission.

This Addendum Number 1 consists of 4 page(s).

Clarification regarding combining RFP-22-97, RFP-22-98 and/or RFP-22-99 Proposal Submissions:

1.0 Due to a question received regarding how Proposals should be submitted in the event that an entity/vendor chooses to submit a combined Proposal (to two or three RFPs), the City determined that additional instruction was needed to provide clarity to entities/vendors interested in submitting a combined Proposal.

- A.** Should an entity/vendor want to submit for any combination of the three RFPs currently open for Parks and Recreation programming (only applicable to RFP-22-97, RFP-22-98 and RFP-22-99), they must follow the instructions contained in this Addendum Number 1. Failure to adhere to these instructions may result in rejection of the submission(s), due to and including but not limited to the City's lack of ability to fairly evaluate.
 - i.** A sealed envelope must be submitted containing separate Required Response Forms (Proposal Form and Cover Page) for each RFP that is included in that combination, with the outer envelope clearly labeled.



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ADDENDUM TO SOLICITATION

- ii. For example, if submitting a combined Proposal for RFP-22-97 and RFP-22-98, Proposer would include both the RFP-22-97 and RFP-22-98 Cover Pages and Proposal Forms and mark the outer envelope of the Submission with both solicitation numbers and titles, clearly indicating the submission of a combined Proposal.
 - iii. In the event that a combined submission changes the pricing that would otherwise be applicable to submitting for only a single RFP, Proposers **MUST** still use separate pricing documents included in the Proposal Form. During evaluation, the City may combine the pricing or otherwise evaluate the Proposal.
 - iv. The City will not split out combined Proposals to be evaluated for any single RFP or different combination of RFPs than what was originally submitted. Should the same entity/vendor wish to be considered for a single RFP or a different combination of the RFPs, they **MUST** submit separate sealed Proposals for just those RFPs as directed in this Addendum. Example: If the same entity/vendor wants to submit to RFP-22-97 and RFP-22-98 separately, they must submit **separate** proposals for just those solicitations, in addition to any separate submissions for combined offerings.
 - v. In no event shall the same entity/vendor submit multiple Proposals for the same single RFP or combination of RFPs (duplicate submissions). To clarify, this does not prohibit the entity/vendor from submitting a combination Proposal and a single Proposal.
- B.** Interested Proposers may submit up to seven (7) separate Submissions for RFP-22-97, RFP-22-98 and/or RFP-22-99.
- Possible Submission 1: RFP-22-97 only
 - Possible Submission 2: RFP-22-98 only
 - Possible Submission 3: RFP-22-99 only
 - Possible Submission 4: RFP-22-97 and RFP-22-98 combined
 - Possible Submission 5: RFP-22-97 and RFP-22-99 combined
 - Possible Submission 6: RFP-22-98 and RFP-22-99 combined
 - Possible Submission 7: RFP-22-97, RFP-22-98 and RFP-22-99 combined



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ADDENDUM TO SOLICITATION

- C. This Addendum Number 1 does not change any part of the Evaluation Factors set forth in RFP 22-97, RFP 22-98 or RFP-22-99. Each of the three solicitations will be ranked individually. While the City is aware there may be a desire from entities/vendors to submit combined Proposals, the City does not currently have a preference and therefore no Evaluation Factor weight is being calculated for whether a Proposal is combined or not.
- D. This Addendum Number 1 **replaces** the following statements/instruction in RFP-22-97, RFP-22-98, and RFP-22-99 Response Packets pertaining to combined submissions:
- i. Notice Regarding Multiple RFPs Page: Proposer must submit a separate envelope (according to that RFPs submission requirements) to each RFP they are submitting for to ensure that their Proposal is considered for the Program.
 - ii. Proposal Form Program Design: A separate Proposal envelope must be provided for each RFP, even when respondents are combining programming. Use this question to indicate that multiple or combined programs are being proposed.

Example of a correct combined RFP Submission:

A combined Proposal to RFP-22-98 and RFP-22-99 would contain, at minimum:

- RFP-22-98 Signed Cover Page, and Proposal Form, completed
- RFP-22-99 Signed Cover Page, and Proposal Form, completed
- The outer envelope would be sealed and would be marked as follows:

ABC Company (Address) City of Bentonville Purchasing Department ATTN: RFP-22-98 & RFP-22-99 Combined Submission
--



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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ADDENDUM TO SOLICITATION

Example of a correct single (not combined) RFP Submission:

A Proposal to RFP-22-98 would contain, at minimum:

- RFP-22-98 Signed Cover Page, and Proposal Form, completed
- The outer envelope would be sealed and would be marked as follows:

ABC Company
(Address)
City of Bentonville Purchasing Department
ATTN: RFP-22-98 Submission

2.0 Submissions: If an entity/vendor has already submitted their Proposal(s) to RFP-22-97, RFP-22-98, and/or RFP-22-99 (i.e. submitted before this Addendum 1), the entity/vendor may pick-up the previously submitted Proposals and deliver new Proposals if needed/if they choose to. All Submissions will remain sealed until the Submission Deadline date and time listed in the RFP-22-97-RFP-22-99 Required Response Packets.

[End of Addendum Number 1]



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-22-98	Solicitation Title:	Youth and Adult Triathlon Teams and Triathlon Programming
RFI RESPONSE NUMBER	1	Date of Issuance:	November 4, 2022

TO: Prospective Proposers

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	Will only one person be selected for the job?	The Selection Committee will determine based on the Submissions and best interest of the City how the RFP/program will be awarded.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-22-98	Solicitation Title:	Youth and Adult Triathlon Teams and Triathlon Programming
RFI RESPONSE NUMBER	2	Date of Issuance:	November 14, 2022

TO: Prospective Proposers

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	Will only one person be selected for the job?	The Selection Committee will determine based on the Submissions and best interest of the City how the RFP/program will be awarded.
2	Is this for specific programs that we would like to bring to the BCC or is this to take over programs that are currently being run at the BCC &/or Melvin Ford?	These are Request for Proposals (RFP-22-97, RFP-22-98 and RFP-22-99) for program types currently available/have been available in the past, but the intent of the Request for Proposals is for providers to propose program designs for the City's consideration (these program designs may be the same or different from what the City has offered in the past).

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR TRIATHLON SERVICES PROVIDED BY ADAM FORTIN; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests to exercise the renewal provision of the existing contract with Adam Fortin (Team One80) to provide instructional services for triathlon and sport camps and programming, previously selected during the RFP-22-98 process;

WHEREAS, due to the high demand for these services, it is anticipated that the amount payable will exceed the competitive bid threshold;

WHEREAS, the estimated payment for 2024 is forty-two thousand dollars (\$42,00.00) and is completely funded by program registration fees; and

WHEREAS, competitive bidding should be waived as it would be impractical for the City to recreate this bid process as service providers were selected using the City's approved RFP process.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Adam Fortin, for triathlon services, for forty-two thousand dollars (\$42,000.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for triathlon services;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance approving a Waiver of Bid for Team E Multi Sport LLC. Masters Swimming Services
Action Recommendation & Justification:	A waiver of bid for Team E Multi Sport LCC for Masters Swimming services for Bentonville Parks and Recreation. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Team E was selected during the RFP-22-97 process and the contract was entered into January, 2023 with three (3) one (1) year renewal provisions. Due to the high demand for these services, it is anticipated that payments to Team E will exceed \$35,000 over the life of the contract, necessitating the need for a bid waiver. All payments are covered 100% by program registrations.
Amount for Approval:	\$ 81,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: RFP-22-97-Masters Swim Team Provider

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Erin Edminister, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Proposal Submission (attached hereto as **Exhibit A**) to the City’s formal Request for Proposals-22-97-Masters Swim Team Provider (attached hereto as **Exhibit B**). The services shall consist of providing instructional services for the Bentonville Masters Swim Team as described in this Contract and the Exhibits attached hereto. Services or items not specifically stated as being provided by the City, or the City’s responsibility herein shall be the responsibility of the Contractor.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be Erin Edminister. The primary contact for the City shall be the Recreation Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years, commencing on January 2, 2023, and ending on December 31, 2023.

a. Any changes to the Term of this Contract shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Duties of the Contractor:

Contractor shall:

1. Provide instructional services for Masters Swim Team, as described in this Contract and all attached Exhibits.



CITY OF BENTONVILLE, ARKANSAS

2. Provide enough instructors to meet an acceptable participant/instructor ratio based upon the age of the participant. BPR will make the final determination of the acceptable participant/instructor ratio.
3. Provide any additional equipment, other than kickboards and pace clocks.
4. Communicate any change of practice, cancelled practices, and changes in programming to the City's Contact or their designee. It shall be at the City's discretion if the cancellation or change is permitted.

b. Duties of the City:

The City of Bentonville Parks and Recreation Department:

1. Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
2. Will create the program format, allowing for input and recommendation from Contractor where applicable.
3. Will create marketing and registration material for the program(s), allowing for input and recommendation from Contractor where it pertains to participant's needs when applicable.
4. Will create all schedules for all programs, allowing for input and direction from Contractor where it pertains to participant needs when applicable.
5. Will provide Bentonville Parks and Recreation employees or counselors, if necessary, to participate with the check-in and check-out for the program(s), or other operations of the program(s). Bentonville Parks and Recreation shall have the final determination

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Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



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Bentonville, AR 72712

if Bentonville Parks and Recreation employee participation is necessary.

c. Location. Work under this Contract shall be performed as described herein at the following location(s), in accordance with the schedules included in this Contract or otherwise as pre-approved by the City's Contact or designee.

1. Bentonville Community Center (BCC) (aquatic area(s) only): 1101 SW Citizens Circle Bentonville, Arkansas
2. Melvin Ford Aquatic Center (MFAC) (aquatic area(s) only): 2000 NE Memorial Park Square Bentonville, Arkansas

d. Schedule. Work under this Contract shall be performed in accordance with the schedule below. Changes to this schedule shall be pre-approved by the City's contact or designee.

Session Date(s) Estimate(s): January 2, 2023 through December 31, 2023

- i. Season(s): Fall, Winter and Spring 2023

Program Times (estimates):

Day	Time	Location	Lane Usage
Monday	11:30am-12:30pm	BCC	7
Tuesday	5:30am-6:30am	BCC	9
Wednesday	11:30am-12:30pm	BCC	7
Friday	5:30am-6:30am	BCC	9

- ii. Season(s): Summer 2023

Program Times (estimates):

Day	Time	Location	Lane Usage
Monday	11:00am-12:00pm	MFAC	7
Tuesday	5:30am-6:30am	BCC	9
Wednesday	11:00am-12:00pm	MFAC	7
Friday	5:30am-6:30am	BCC	9

**Days/times are estimates only and are subject to change as determined by BPR.*

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e. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

f. Amendments. Any changes to the Scope of Work shall be handled via Amendment to this Contract. No Amendment shall be approved unless approved in writing by the City. All Amendments must be pre-approved prior to any work under the proposed Amendment being performed. The City shall not be responsible for Amendments which have not been approved in writing by the City.

g. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

h. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. PAYMENTS. The City agrees to pay Contractor based upon the per participant cost as defined herein. Payment will only be made for participants whom actually attend/participate in the Program(s). No payments will be made for cancelled Program(s), or for participants who do not attend/participate in the Program(s), inclusive of, but not limited to classes, lessons, camps, and special programs. Per Participant payments shall be as defined in the table below.

Description	Unit of Pay	Payment Amount
Masters Swim Team Instruction	Per Participant	\$27.65
Master Swim Team Drop In Fee	Per Participant	\$7.90

a. Estimated Total Payments. The estimated total of payments to Contractor during the initial term of this Contract (2023) is \$24,000.00 (twenty-four thousand dollars).



CITY OF BENTONVILLE, ARKANSAS

b. Not to Exceed \$33,000.00. The total of payments to Contractor for the term of this Contract shall not exceed \$33,000.00 (thirty-three thousand dollars) without an Amendment. Amendments to increase the maximum amount of payments may require approval from the Bentonville City Council.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice to the City's contact for the program(s) upon conclusion of the program season and within one (1) week from the conclusion of that season. Contractor is responsible for confirming that the City has received the invoice. Payment will only be made for actual work completed and approved by the City's Contact.

8. PAYMENT. Payment for approved invoices will be paid within fourteen (14) days of receipt. Failure to adhere to the invoicing requirements herein may result in delayed payments.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

9. PROFESSIONAL CONDUCT. Contractor and their personnel are required to display professional etiquette and conduct themselves professionally at all times. This Contract may be terminated immediately by the City if Contractor or any of their personnel exhibits behavior that is detrimental to the operation of the Parks and Recreation Department.

10. MANDATORY BACKGROUND CHECK. Contractor and their personnel who will be on-site providing the services described herein will be required to pass a mandatory background check, to be administered by the City, prior to on-site services beginning.



CITY OF BENTONVILLE, ARKANSAS

11. TERMINATION

- a. FOR LACK OF FUNDS.** If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- b. GENERAL.** This Contract may be terminated with thirty (30) days written notification from the BPR Director or designee. Contractor may terminate this Contract with ninety (90) days written notification to the BPR Director or designee.
- c. FOR CAUSE.** Breach of this Contract may result in immediate termination by the BPR Director or designee.

12. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

13. INSURANCE. Contractor may be required to maintain insurance and provide proof of such. Contractor is responsible for maintaining insurance for themselves, their employees or independent contractors as applicable and as required by law, including, but not limited to Worker's Compensation. Failure to maintain any required insurance will result in the direct breach of this Contract and subsequent termination.

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Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



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14. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

15. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices, as well as adhering to all facility requirements, to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the patrons that are located at or near the location where services are being performed. The Contractor shall, at all times, enforce strict discipline and good order among their employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

16. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

17. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas as set forth herein and as are described in the Exhibits attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

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Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



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18. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

19. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

20. INDEPENDENT CONTRACTOR-NOT AN AGENT. Contractor understands that they, nor any of their employees or personnel, are employees of the City or acting as an agency for the City (or the Parks and Recreation Department), and that the City's statutory immunity does not extend to Contractor's acts or omissions. Contractor is solely responsible for their employees and personnel, including independent contractors.

21. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

22. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

23. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

24. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to **Exhibit B**.

[Signature Page Follows]

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

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Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this ____ (day) of _____ (month), 20____. January 19, 2023 | 3:20 PM CST

CITY OF BENTONVILLE, ARKANSAS

By: Stephanie Orman
Stephanie Orman, Mayor

By: Erin Edminister
(Signature)
Name (printed): Erin Edminister
Address: 4703 SW NEWCASTLE RD
BENTONVILLE, AR 72713

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

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Bentonville, AR 72712

EXHIBIT A

CONTRACTOR'S PROPOSAL SUBMISSION TO RFP- 22-97

Erin Edminister
4703 SW Newcastle Rd
Bentonville, AR 72713

Nov. 7th, 2022

The City of Bentonville Purchasing Department
1000 SW 14th St.
Bentonville, AR 72712

Deciding Committee,

In 2017 I founded the Bentonville Masters Swim program with a roster of 24 athletes at the Bentonville Community Center. When the community center opened there had been a few unsuccessful efforts to start a masters swim program. But, after my successes revamping the Walton Masters swim program two years prior to be the biggest program WLFC had ever seen, I knew I could change that.

When I was hired as the Bentonville Masters Swim coach, the roster quickly grew from 0 to 40+ in just one year making it the largest Masters Swim program Northwest Arkansas had ever seen. During my time as head coach of the Bentonville Arkansas Masters swim program I have coached numerous Arkansas Masters Age Group Record Holders, World Qualifiers, and triathlon world Champion qualifiers. After six amazing years I can say I have truly grown a program I am very proud of with a current roster of around 70 members monthly.

As an ex US Swimming Olympic Trial Qualifier, 3x Swimming NCAA National Champion, 16x NCAA Swimming All American, and past Drury University Hall of Fame Inductee. This job position is my true passion. I grew up around the water and have worked with not only the best swim coaches in the US but also the best Triathlon coaches in the World as part of the US National Triathlon Team from 2014-2019. I believe that my passion and experience is what has grown the program to be what it is today.

As my resume shows I have extensive experience around deck as a swimmer and a decorated coach. I have experience writing workouts to meet levels from beginner to advanced while also have the experience to work with Multi Sport athletes. I am very familiar with the position, the program, the community, and the athletes. I have current professional qualifications such as USA Swimming Level 2 Certification, USA Triathlon Level 1 Certification, and am up to date on my CPR and First Aid training.

I am eager to continue to grow this program the way I know I can given the opportunity. Thank you for your consideration.

Erin Edminister
erinedminister@gmail.com
402-770-8831



PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-97

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-22-97	Date of Issuance:	OCTOBER 30, 2022
Brief Description:	Masters Swim Team Provider		
Agency:	The City of Bentonville, Parks and Recreation Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	NOVEMBER 17, 2022	Proposal Submission Deadline: (Time)	10:00 A.M.
Proposals must be received by the Purchasing Department prior to 10:00 A.M. on November 17, 2022. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th ST Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: - Proposal Number: RFP-22-97 - Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712
Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is NOVEMBER 14, 2022 at 4:30 P.M.			

EXECUTION OF PROPOSAL **(REQUIRED RESPONSE FIELD)**

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM:	PHONE NUMBER: 402-770-8831	FAX NUMBER:	EMAIL: erinedminister@gmail.com
BUSINESS STREET ADDRESS: 4703 NW Newcastle Rd.	CITY: Bentonville	STATE: AR	ZIP: 72713
SIGNATURE OF AUTHORIZED PERSON:		DATE: 11/5/22	
PRINTED OR TYPED NAME: Erin Edminister		TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):			



RFP-22-97- PROPOSAL FORM

BPR wants to offer the most comprehensive and beneficial programs to participants. The intent of this RFP is for respondents to provide the City with their proposal to meet the City's needs, and explain how they propose to provide the most advantageous programming for both the City and participants. While the intent of this Proposal Form is to provide the Selection Committee with the responses they will need to evaluate Proposals, respondents may include additional information and/or material in their Submission as they choose, for the Committee's consideration.

1. PROGRAM DESIGN:

Scheduling Overview: Masters Swim Team runs year-round, and schedules often change from summer to fall, winter, and spring. There is potential for additional scheduling and other program challenges throughout the year. The below schedule shows the available day(s), location(s), available time ranges, and minimal equipment provided by the City for the programming.

Days	Monday – Friday	Monday – Friday	Saturday	Sunday
Available Time Range*:	5:30am-1:00pm	5:00pm-8:00pm	10:00am-12:00pm	12:00pm-4:30pm
Location(s):	Bentonville Community Center & Melvin Ford Aquatics Center	Melvin Ford Aquatics Center	Bentonville Community Center & Melvin Ford Aquatics Center	Bentonville Community Center & Melvin Ford Aquatics Center
Equipment BPR Provides:	Kickboards & Pace clocks	Kickboards & Pace clocks	Kickboards & Pace clocks	Kickboards & Pace clocks

*The times provided are intended to convey a range, meaning that programming would be possible at any time between those ranges.

Using the space provided below, describe the proposed programming, using the table format to express scheduling and the blank space to provide other relevant program details. Note that you are providing the proposed programming schedule that would be used for the program.

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
Monday/Tuesday/Friday	Jan-Dec 5:30-6:30am	☒ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
Monday/Wednesday	Sept-May 11:30-12:30	☒ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
Monday/Wednesday	June-Sept 11:00-12:00	☐ Bentonville Community Center ☒ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

*Proposer may include additional information with their submission if needed to accurately explain their proposed program design.



RFP-22-97- PROPOSAL FORM

Program Design Continued

Will there be seasonal scheduling changes (check one): ☒ Yes* ☐ No

**If yes, use the provided additional programming tables to express the different proposed seasonal schedules.*

Sept-May (Winter Months)- Bentonville Community Center

*Monday/Tuesday/Friday: 5:30-6:30am (Currently we only offer Tuesday/Friday mornings but there is option to add another morning practice if need.

Monday/Wednesday: 11:30-12:30pm

May-Sept (Summer Months)- Monday/Tuesday/Friday (Currently only offering Tuesday/Friday mornings but option to add Monday morning if need) - May-Sept 11:00-12:00pm @ Melvin (50m pool)

Use the space below to provide additional relevant program design details/information (optional):

**Proposers should use this space to communicate any relevant program details not specifically mentioned in the other sections, such as equipment participants would need to provide etc.*

Annual Holiday Swim Challenges

- Summer Swim Challenge (approx 2 hours)- May
- Thanksgiving Swim Challenge (approx 2 hours)- Nov
- New Year Swim Challenge (approx 2 hours) - Jan

Swim Clinics

- Freestyle Clinic
- Flip Turn Clinic
- Stroke Analysis Clinic

I would like to keep BCC Masters Swim Practices to 4x a week (2 mornings and 2 lunches) to allow each practice to have enough athletes to workout with in their respected groups but willing to add a practice on Monday mornigns each week if need. Right now we are averaging 14-17 swimmers a practice so are not over crowded with the practices we are currently offering.



RFP-22-97- PROPOSAL FORM

Program Design Continued

Will you be offering any supplemental items, services, or materials to participants as part of the program proposal (check one)?: ☒ Yes* ☐ No

**If yes, use the space below to provide additional details. Remember to communicate any differences in seasonal programs, days/times etc.*

Stroke Clinics including freestyle clinic, flip turn clinic, and stroke analysis clinics

Private swim lessons are available for registered swimmers of the Bentonville Masters. I would like to be able to continue to offer 1-1's with members as needed/requested.

Describe how your proposed program design is unique; what sets your services apart from others. Why is it the best option for the City?

I have grown this program each year it has existed by learning what the athletes in the community want in a masters swim program. I have 7 years of a professional triathlete racing career for the US National Team, 4 years of college swimming experience swimming at the highest level, & 20 years of coaching experience ranging from Rec Swim league, country club swim league, Club Swimming, and Masters.

Describe why your proposed programming would be successful.

My proposed program schedule is proven to be successful by offering enough opportunities for the program to meet but not so many practices each week where attendance is low. It is important to keep practices large enough where all swimming abilities have a group of athletes to train with. This helps keep the comradery and community of the group alive.



RFP-22-97- PROPOSAL FORM

Program Design Continued

Are you submitting for any additional Requests for Proposals for camps/programs for the City of Bentonville and proposing to provide multiple camps or programs?

☒ Yes ☐ No

A separate Proposal envelope must be provided for each RFP, even when respondents are combining programming. Use this question to indicate that multiple or combined programs are being proposed.

If yes, use the space below to describe how you propose to provide the combined or multiple camps, programs, or lessons.

Each program meets at different times. Other programs I am applying for is Triathlon Team and Triathlon Camp (RFP 22-98 and RFP 22-99).



RFP-22-97- PROPOSAL FORM

2. QUALIFICATIONS & PAST PERFORMANCE

Note: If there are multiple coaches/providers in your Proposal, include the Qualification and Past Performance information for all, as applicable.

What certifications or licenses (if any) do you possess for the services you are proposing to provide?

USA Swimming Level 2, USAT Level 1 Coach, CPR Certified/First Aid Certified

How many years have you been providing similar services professionally? 20 years

List the programs, classes, and/or camps you have provided in the last five (5) years, beginning with your most recent and providing details regarding when last completed.

Bentonville Masters Swim Coach 2016-current

WLFC Masters Swim Coach 2015-2020

NWAA Sharks assistance Coach 2014-2019

List three references for whom you have provided the same or similar services to below. The City reserves the right to contact these references and inquire as to your performance and programming details.

- 1) **Company Name** _____ **Contact Name** Beth Haller
Contact Email bthhlr@gmail.com **Contact Phone** 303-829-3058
Type of Service Provided: WLFC & BCC Masters Swim Member
Date Services Began 2015 **Date Services Ended:** current registered member
- 2) **Company Name** _____ **Contact Name** Jim Sliker
Contact Email jsliker@centralstatesmfg.com **Contact Phone** 479-439-3911
Type of Service Provided: 4 year BCC Masters Member
Date Services Began 2018 **Date Services Ended:** current registered member
- 3) **Company Name** _____ **Contact Name** _____
Contact Email Tonya.vandermeij@yahoo.com **Contact Phone** 479-381-6889
Type of Service Provided: Aquatics Manager at WLFC
Date Services Began 2015 **Date Services Ended:** 2017



RFP-22-97- PROPOSAL FORM

3. CHARGE FOR SERVICES/RATE

Use this space to communicate the cost of the services (rate) proposed for each camp and/or lesson. The rate must be communicated in a per lesson or per participant structure (Submitter must check the applicable rate structure and provide a description; if both are applicable, Submitter must clearly communicate the cause for both being applicable). Failure to communicate the rate may result in rejection of the Proposal.

Option 1:

Per Lesson Rate Proposed ☐ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per lesson

Option 2:

Per Participant Rate Proposed ☒ (check if applicable and provide description and rate below)

Description: In 2022 my contract stated I was paid (per city request) per participant. We agreed on \$25.50 per month per athlete. In 2023 Masters cost is being raised by \$3 to \$35 per month making contactor pay \$27.65 if same percentage is used.

Rate: \$^{27.65} per participant

Option 3:

Other Rate Proposed ☐ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per _____ (describe)

Use the space below to provide any additional rate detail (optional):

Erin Edminister

Bentonville Masters Swim, TeamE Multi Sport LLC,
TeamE Multi Sport Foundation and Professional ITU Triathlete

erinedminister@gmail.com

(402) 770-8831

Hall of Fame Intro: <https://www.youtube.com/watch?v=moA6RKkhtxM>

DRURY UNIVERSITY BACHELOR DEGREE

2012-2015

Communication Leadership and Change

DRURY UNIVERSITY MASTERS DEGREE

Masters of Arts in Communication

2015-2016

COACHING EXPERIENCE:

2016-Current

- Founder of Bentonville Masters Swim-
 - Grew Program from 0 to 70 average monthly members
 - Write 3 workouts each practice meeting the needs from beginner to advanced level athletes
 - Created and Managed annual Swim Challenges
 - Worked with Bentonville Parks and Recreation to develop program schedule and fees
 - Coached athletes to USMS Masters Swim records, Masters US National Meet Qualifying Standards and US Triathlon World Championships
- Revamped Walton Life Masters Swim Program
 - Program had been on a hiatus for a year due to lack of membership
 - Grew Program to monthly membership needed to sustain program
- 2021 Founder of Blake St. Summer Triathlon Program
- Bentonville Community Center Private Lesson Swim Instructor
- USA Swimming Level II coach certified
- USA Triathlon Level I Coach Certified
- CPR and First Aid Certified

PROFESSIONAL EXPERIENCE:

2018-Current

- Founder of TeamE Multi Sport LLC and TeamE Multi Sport Foundation
 - Grew team from scratch to 130 members (adult and youth)
 - Run weekly workouts to meet needs of all ages and abilities
 - Manage budget
 - Host and Race direct local races
 - Gain 15k in annual team sponsorships
 - Awarded 2022 Pillar Grant Recipient by USA Triathlon Foundation for being a leader in Multi Sport.
 - Created TeamE Multi Sport Foundation to offer local kids more opportunity to race locally and bridge the financial gap to local kids who can't afford to get into the sport

(Continue to Page 2)

Professional Athletic Achievements:

TRIATHLON

- 7th ranked American in the world on the ITU Circuit in 2017
- highest rank of 34th ranked triathlete on the ITU circuit in the world
- Team USA National Team Member 2013-2018
- 3x Professional World Cup Top5 Finisher on the International Stage

Personal Athletic Achievements:

SWIMMING AND RUNNING

- Sixteen Time All-American Swimmer for Drury University, 2008-2012
- Inductee into the Drury University Athletic Hall of Fame
- Selected as Most Valuable Swimmer by Drury University, 2012 & Team Captain
- Three Time Individual National Champion NCAA DII
- Drury University Team Captain- 2012
- Female GLVC Runner of the Year Track and Field, 2013
- Cross Country NCAA DII National Qualifier
- Indoor and Outdoor Track NCAA DII National Qualifier

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

CITY OF BENTONVILLE SOLICITATION RFP-22-97-Masters Swim Team Provider



CITY OF BENTONVILLE

PURCHASING DEPARTMENT– (479) 271-3115 –PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: October 30, 2022

NOTICE MASTERS SWIM TEAM PROVIDER REQUEST FOR PROPOSALS (RFP)-22-97

The City is accepting formal, sealed proposals from properly experienced, licensed and insured as applicable, individuals or entities for year-round professional instruction services for the Masters Adult Swim Team. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication

The deadline for submission of a Proposal in response to this request is Thursday, November 17, 2022 at 10:00 AM CST. Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is November 14, 2022 at 4:30 PM CST.

Department Responsible for Advertising Costs: Accounting



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-97

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-22-97	Date of Issuance:	OCTOBER 30, 2022
Brief Description:	Masters Swim Team Provider		
Agency:	The City of Bentonville, Parks and Recreation Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	NOVEMBER 17, 2022	Proposal Submission Deadline: (Time)	10:00 A.M.

Proposals must be received by the Purchasing Department prior to 10:00 A.M. on November 17, 2022. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th ST Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: RFP-22-97 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is **NOVEMBER 14, 2022 at 4:30 P.M.**

EXECUTION OF PROPOSAL (REQUIRED RESPONSE FIELD)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:	EMAIL:
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
SIGNATURE OF AUTHORIZED PERSON:		DATE:	
PRINTED OR TYPED NAME:		TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):			



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING DEPARTMENT
 2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
 1000 SW 14TH ST
 BENTONVILLE, ARKANSAS 72712
RFP-22-97

TABLE OF CONTENTS

ADVERTISEMENT REQUESTING PROPOSALS	PAGE 1
REQUEST FOR PROPOSALS COVER PAGE & EXECUTION OF PROPOSAL (REQUIRED RESPONSE DOCUMENT)	PAGE 2
TABLE OF CONTENTS	PAGE 3
SUMMARY (SERVICES & DEADLINES)	PAGE 4
NOTICE REGARDING MULTIPLE RFPs	PAGE 5
SCOPE OF WORK	PAGE 6
EVALUATION FACTORS	PAGE 7
TERMS & CONDITIONS	PAGE 8
PROPOSAL FORM (REQUIRED RESPONSE DOCUMENT)	PAGE 11



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-97

SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville is accepting Proposals from properly experienced, licensed and insured as applicable, individuals or entities for year-round professional instruction services for the Masters Adult Swim Team. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 1 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

 Advertisement Published, Requesting Proposals: October 30, 2022

 **Deadline to Submit Questions: NOVEMBER 14, 2022 (4:30PM)**

 **Deadline to Submit Proposals: NOVEMBER 17, 2022 (10:00AM)**

*The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.

PROPOSALS CANNOT BE EMAILED.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-97

NOTICE REGARDING MULTIPLE RFPs

The City currently has three RFP solicitation open:

- RFP-22-97-Masters Swim Team
- RFP-22-98-Triathlon Teams & Programming
- RFP-22-99-Youth Triathlon Camps

A Proposer may submit separately to all RFPs or combine the Programs to propose a unique or continuous program offering; however, the Proposer **MUST SUBMIT A SEPARATE ENVELOPE (ACCORDING TO THAT RFPs SUBMISSION REQUIREMENTS) TO EACH RFP THEY ARE SUBMITTING FOR TO ENSURE THAT THEIR PROPOSAL IS CONSIDERED FOR THAT PROGRAM.**

Example: If Proposer submits a Proposal to offer Triathlon Teams & Programming, as well as Youth Triathlon Camps, the Proposer would submit separate envelopes containing their Proposal to both RFP-22-98 and RFP-22-99 according to the RFP respective deadlines and requirements.

[This space has been intentionally left blank]

The City reserves the right to award the Contract in its best interest.



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING DEPARTMENT
 2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
 1000 SW 14TH ST
 BENTONVILLE, ARKANSAS 72712
RFP-22-97

SCOPE OF WORK

The Scope of Work is to provide services for the Masters Swim Program for the City of Bentonville. The listed Scope of Work in this Response Packet is not intended to encompass all aspects of operating the Program, but is intended to convey the minimum requirements. The information contained in the Proposal Form pertaining to locations, available time ranges and equipment being provided from the City, in addition to all other information contained in this Response Packet, shall be included in the Scope of Work.

Program Description: Masters Swim is for adults looking to work on their swimming technique and skills in a social atmosphere with other swimmers. Each practice will be broken up into beginner, intermediate, and advanced groups and workouts based on skills of each participant.

Provider shall be responsible, at minimum, for the following:

- ☐ Conducting said business as not to interfere with other uses or activities on the property.
- ☐ Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions.
- ☐ Provider is responsible for the maintenance and replacement of their equipment, regardless of any damage occurring during performance of their services for the City.
- ☐ Clean equipment as necessary after camps/lessons.
- ☐ Provide instruction services for the camps/lessons/teams as applicable to the services stated herein.
- ☐ Responsible for finding their own substitute, if necessary, and notifying BPR management in advance for approval.
- ☐ Awarded Proposer should be available to begin services within two (2) weeks from notification of award.

The City shall be responsible for the following:

- ☐ Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
- ☐ Will have the ultimate determination of the program format.
- ☐ Will create marketing and registration material for the program(s), allowing for input and recommendation from Provider where it pertains to participant's needs.
- ☐ Will have the ultimate determination for all schedules of the programs.
- ☐ Will provide BPR employees or counselors, if necessary, to participate with check-in and check-out for the program(s), or other operations of the program(s). BPR shall have the final determination if BPR employee participation is necessary.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-97

EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

1. Qualifications:

Point
Value

30

- In relation to the work to be performed/services to be provided.
 - Certificates or licenses if any/as applicable
 - Number of years providing similar services professionally
- Information showing the qualifications of the Proposer.
- Proposers should indicate specialized experience in connection with the type of Service they are submitting for.
- Information giving the names and qualifications of the major personnel who will be assigned to these services (this project).

2. Past Performance

Point
Value

30

- Proposer's experience, in providing the services described (to the City or to outside entities/references)
 - Programs, classes, and/or camps provided in the last five (5) years
 - References for whom the Proposer has provided the same or similar services
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Information giving the names and experience of the major personnel who will be assigned to these services (this project).
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).

3. Program Design

Point
Value

25

- Proposed program design, including how comprehensive and beneficial the program is to the City and participants.
- Uniqueness of program and supplemental offerings to participants.

4. Charge for Services/Rate

Point
Value

15

- The proposed fee and/or fee structure.
- This price should be in the form of the fee charged to the City for the services, not the fee charged to participants (the City will determine the participant fee(s) based on the selected Proposal), allowing for input from the selected provider when applicable.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-97

TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-22-97
 - **Proposer's Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.

4. Proposers shall use the Proposal Form included and may provide additional supporting documentation pertinent to clarification of the Proposal.

There are no Proposal format restrictions, except as stated herein.

5. The City reserves the right to:
 - Reject any and all Proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
 - Adopt all or any part of the Proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.

8. All Proposals and other materials submitted shall become the property of the City.



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

RFP-22-97

9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The awarded Proposer shall be awarded the Contract for a period of one (1) year, renewable annually upon mutual written consent for a total maximum term of three (3) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract prior to January 1, 2023; however, this is not a guaranteed timeline.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING DEPARTMENT
 2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
 1000 SW 14TH ST
 BENTONVILLE, ARKANSAS 72712
RFP-22-97

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

22. Proposer Qualifications: The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

Although program quality is a major consideration, references, service, and past experience, if applicable, will also be considered and part of the Proposal evaluation. The City reserves the right to use any information provided in Proposer's Proposal in the evaluation of Proposals for award.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

23. Cancellation/Rescheduling: The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to make delivery within the time stated. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

The City reserves the right to postpone or reschedule programs/camps, at any time, to provide for the welfare and safety of the general public, with rescheduled or makeup program/camps dates at an agreed upon time, at no additional expense to the City and at a time acceptable to the City.

24. Taxes and Other Costs: The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.



RFP-22-97- PROPOSAL FORM

BPR wants to offer the most comprehensive and beneficial programs to participants. The intent of this RFP is for respondents to provide the City with their proposal to meet the City’s needs, and explain how they propose to provide the most advantageous programming for both the City and participants. While the intent of this Proposal Form is to provide the Selection Committee with the responses they will need to evaluate Proposals, respondents may include additional information and/or material in their Submission as they choose, for the Committee’s consideration.

1. PROGRAM DESIGN:

Scheduling Overview: Masters Swim Team runs year-round, and schedules often change from summer to fall, winter, and spring. There is potential for additional scheduling and other program challenges throughout the year. The below schedule shows the available day(s), location(s), available time ranges, and minimal equipment provided by the City for the programming.

Days	Monday – Friday	Monday – Friday	Saturday	Sunday
Available Time Range*:	5:30am-1:00pm	5:00pm-8:00pm	10:00am-12:00pm	12:00pm-4:30pm
Location(s):	Bentonville Community Center & Melvin Ford Aquatics Center	Melvin Ford Aquatics Center	Bentonville Community Center & Melvin Ford Aquatics Center	Bentonville Community Center & Melvin Ford Aquatics Center
Equipment BPR Provides:	Kickboards & Pace clocks	Kickboards & Pace clocks	Kickboards & Pace clocks	Kickboards & Pace clocks

*The times provided are intended to convey a range, meaning that programming would be possible at any time between those ranges.

Using the space provided below, describe the proposed programming, using the table format to express scheduling and the blank space to provide other relevant program details. Note that you are providing the proposed programming schedule that would be used for the program.

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

**Proposer may include additional information with their submission if needed to accurately explain their proposed program design.*



RFP-22-97- PROPOSAL FORM

Program Design Continued

Will there be seasonal scheduling changes (check one): ☐ Yes* ☐ No
**If yes, use the provided additional programming tables to express the different proposed seasonal schedules.*

Use the space below to provide additional relevant program design details/information (optional):
**Proposers should use this space to communicate any relevant program details not specifically mentioned in the other sections, such as equipment participants would need to provide etc.*



RFP-22-97- PROPOSAL FORM

Program Design Continued

Will you be offering any supplemental items, services, or materials to participants as part of the program proposal (check one) ?: ☐ **Yes*** ☐ **No**
**If yes, use the space below to provide additional details. Remember to communicate any differences in seasonal programs, days/times etc.*

Describe how your proposed program design is unique; what sets your services apart from others. Why is it the best option for the City?

Describe why your proposed programming would be successful.



RFP-22-97- PROPOSAL FORM

Program Design Continued

Are you submitting for any additional Requests for Proposals for camps/programs for the City of Bentonville and proposing to provide multiple camps or programs?

☐ Yes ☐ No

A separate Proposal envelope must be provided for each RFP, even when respondents are combining programming. Use this question to indicate that multiple or combined programs are being proposed.

If yes, use the space below to describe how you propose to provide the combined or multiple camps, programs, or lessons.



RFP-22-97- PROPOSAL FORM

2. QUALIFICATIONS & PAST PERFORMANCE

Note: If there are multiple coaches/providers in your Proposal, include the Qualification and Past Performance information for all, as applicable.

What certifications or licenses (if any) do you possess for the services you are proposing to provide?

How many years have you been providing similar services professionally? _____ years

List the programs, classes, and/or camps you have provided in the last five (5) years, beginning with your most recent and providing details regarding when last completed.

List three references for whom you have provided the same or similar services to below. The City reserves the right to contact these references and inquire as to your performance and programming details.

- 1)

Company Name

Contact Name

Contact Email

Contact Phone

Type of Service Provided:

Date Services Began

Date Services Ended:
- 2)

Company Name

Contact Name

Contact Email

Contact Phone

Type of Service Provided:

Date Services Began

Date Services Ended:
- 3)

Company Name

Contact Name

Contact Email

Contact Phone

Type of Service Provided:

Date Services Began

Date Services Ended:



RFP-22-97- PROPOSAL FORM

3. CHARGE FOR SERVICES/RATE

Use this space to communicate the cost of the services (rate) proposed for each camp and/or lesson. The rate must be communicated in a per lesson or per participant structure (Submitter must check the applicable rate structure and provide a description; if both are applicable, Submitter must clearly communicate the cause for both being applicable). Failure to communicate the rate may result in rejection of the Proposal.

Option 1:

Per Lesson Rate Proposed _____ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per lesson

Option 2:

Per Participant Rate Proposed _____ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per participant

Option 3:

Other Rate Proposed _____ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per _____ (describe)

Use the space below to provide any additional rate detail (optional):

RFP-22-97 Additional Proposed Programming Tables (optional, only to be used if needed)

Description: _____

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

Description: _____

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

Description: _____

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

Description: _____

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	



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ADDENDUM TO SOLICITATION

Solicitation ID:	RFP-22-97	Solicitation Title:	Masters Swim Team Provider
Addendum Number:	1	Date of Issuance:	November 10, 2022

TO: Prospective Submitters

This Addendum modifies the original Response Document(s) dated October 30, 2022.

Submitters are required to acknowledge this Addendum by including it in their Submission or notating acknowledgement in their Submission. Failure to acknowledge this Addendum may result in rejection of the Submission.

This Addendum Number 1 consists of 4 page(s).

Clarification regarding combining RFP-22-97, RFP-22-98 and/or RFP-22-99 Proposal Submissions:

1.0 Due to a question received regarding how Proposals should be submitted in the event that an entity/vendor chooses to submit a combined Proposal (to two or three RFPs), the City determined that additional instruction was needed to provide clarity to entities/vendors interested in submitting a combined Proposal.

- A.** Should an entity/vendor want to submit for any combination of the three RFPs currently open for Parks and Recreation programming (only applicable to RFP-22-97, RFP-22-98 and RFP-22-99), they must follow the instructions contained in this Addendum Number 1. Failure to adhere to these instructions may result in rejection of the submission(s), due to and including but not limited to the City's lack of ability to fairly evaluate.
 - i.** A sealed envelope must be submitted containing separate Required Response Forms (Proposal Form and Cover Page) for each RFP that is included in that combination, with the outer envelope clearly labeled.



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ADDENDUM TO SOLICITATION

- ii. For example, if submitting a combined Proposal for RFP-22-97 and RFP-22-98, Proposer would include both the RFP-22-97 and RFP-22-98 Cover Pages and Proposal Forms and mark the outer envelope of the Submission with both solicitation numbers and titles, clearly indicating the submission of a combined Proposal.
 - iii. In the event that a combined submission changes the pricing that would otherwise be applicable to submitting for only a single RFP, Proposers **MUST** still use separate pricing documents included in the Proposal Form. During evaluation, the City may combine the pricing or otherwise evaluate the Proposal.
 - iv. The City will not split out combined Proposals to be evaluated for any single RFP or different combination of RFPs than what was originally submitted. Should the same entity/vendor wish to be considered for a single RFP or a different combination of the RFPs, they **MUST** submit separate sealed Proposals for just those RFPs as directed in this Addendum. Example: If the same entity/vendor wants to submit to RFP-22-97 and RFP-22-98 separately, they must submit **separate** proposals for just those solicitations, in addition to any separate submissions for combined offerings.
 - v. In no event shall the same entity/vendor submit multiple Proposals for the same single RFP or combination of RFPs (duplicate submissions). To clarify, this does not prohibit the entity/vendor from submitting a combination Proposal and a single Proposal.
- B.** Interested Proposers may submit up to seven (7) separate Submissions for RFP-22-97, RFP-22-98 and/or RFP-22-99.

Possible Submission 1: RFP-22-97 only

Possible Submission 2: RFP-22-98 only

Possible Submission 3: RFP-22-99 only

Possible Submission 4: RFP-22-97 and RFP-22-98 combined

Possible Submission 5: RFP-22-97 and RFP-22-99 combined

Possible Submission 6: RFP-22-98 and RFP-22-99 combined

Possible Submission 7: RFP-22-97, RFP-22-98 and RFP-22-99 combined



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ADDENDUM TO SOLICITATION

- C. This Addendum Number 1 does not change any part of the Evaluation Factors set forth in RFP 22-97, RFP 22-98 or RFP-22-99. Each of the three solicitations will be ranked individually. While the City is aware there may be a desire from entities/vendors to submit combined Proposals, the City does not currently have a preference and therefore no Evaluation Factor weight is being calculated for whether a Proposal is combined or not.
- D. This Addendum Number 1 **replaces** the following statements/instruction in RFP-22-97, RFP-22-98, and RFP-22-99 Response Packets pertaining to combined submissions:
- i. Notice Regarding Multiple RFPs Page: Proposer must submit a separate envelope (according to that RFPs submission requirements) to each RFP they are submitting for to ensure that their Proposal is considered for the Program.
 - ii. Proposal Form Program Design: A separate Proposal envelope must be provided for each RFP, even when respondents are combining programming. Use this question to indicate that multiple or combined programs are being proposed.

Example of a correct combined RFP Submission:

A combined Proposal to RFP-22-98 and RFP-22-99 would contain, at minimum:

- RFP-22-98 Signed Cover Page, and Proposal Form, completed
- RFP-22-99 Signed Cover Page, and Proposal Form, completed
- The outer envelope would be sealed and would be marked as follows:

ABC Company (Address) City of Bentonville Purchasing Department ATTN: RFP-22-98 & RFP-22-99 Combined Submission
--



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ADDENDUM TO SOLICITATION

Example of a correct single (not combined) RFP Submission:

A Proposal to RFP-22-98 would contain, at minimum:

- RFP-22-98 Signed Cover Page, and Proposal Form, completed
- The outer envelope would be sealed and would be marked as follows:

ABC Company
(Address)
City of Bentonville Purchasing Department
ATTN: RFP-22-98 Submission

2.0 Submissions: If an entity/vendor has already submitted their Proposal(s) to RFP-22-97, RFP-22-98, and/or RFP-22-99 (i.e. submitted before this Addendum 1), the entity/vendor may pick-up the previously submitted Proposals and deliver new Proposals if needed/if they choose to. All Submissions will remain sealed until the Submission Deadline date and time listed in the RFP-22-97-RFP-22-99 Required Response Packets.

[End of Addendum Number 1]



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RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-22-97	Solicitation Title:	Masters Swim Team Provider
RFI RESPONSE NUMBER	1	Date of Issuance:	November 4, 2022

TO: Prospective Proposers

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	Will only one person be selected for the job?	The Selection Committee will determine based on the Submissions and best interest of the City how the RFP/program will be awarded.



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RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-22-97	Solicitation Title:	Masters Swim Team Provider
RFI RESPONSE NUMBER	2	Date of Issuance:	November 14, 2022

TO: Prospective Proposers

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	Will only one person be selected for the job?	The Selection Committee will determine based on the Submissions and best interest of the City how the RFP/program will be awarded.
2	Is this for specific programs that we would like to bring to the BCC or is this to take over programs that are currently being run at the BCC &/or Melvin Ford?	These are Request for Proposals (RFP-22-97, RFP-22-98 and RFP-22-99) for program types currently available/have been available in the past, but the intent of the Request for Proposals is for providers to propose program designs for the City's consideration (these program designs may be the same or different from what the City has offered in the past).

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR MASTER SWIMMING SERVICES PROVIDED BY TEAM E MULTI SPORT LLC.; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests to exercise the renewal provision of the existing contract with Team E Multi Sport LLC. to provide Masters Swimming Services, previously selected during the RFP-22-97 process;

WHEREAS, due to the high demand for these services, it is anticipated that the amount payable will exceed the competitive bid threshold;

WHEREAS, the estimated payment for 2024 is eight-one thousand dollars (\$81,00.00) and is completely funded by program registration fees; and

WHEREAS, competitive bidding should be waived as it would be impractical for the City to recreate this bid process as service providers were selected using the City's approved RFP process.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Team E Multi Sport LLC., for master swimming services, for eighty-one thousand dollars (\$81,000.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for triathlon services;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance approving a Waiver of Bid for Team E Multi Sport LLC. Triathlon Services
Action Recommendation & Justification:	A waiver of bid for Team E Multi Sport LCC for Triathlon services for Bentonville Parks and Recreation. No budget adjustment is required.
Additional Comments for Consideration (Optional):	Team E was selected during the RFP-22-98 process and the contract was entered into January, 2023 with three (3) one (1) year renewal provisions. Due to the high demand for these services, it is anticipated that payments to Team E will exceed \$35,000 over the life of the contract, necessitating the need for a bid waiver. All payments are covered 100% by program registrations.
Amount for Approval:	\$ 66,000

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

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SERVICE CONTRACT: RFP-22-98-Youth and Adult Triathlon Teams and Triathlon Programming

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and TeamE Multi Sport LLC, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Proposal Submission (attached hereto as **Exhibit A**) to the City’s formal Request for Proposals-22-98-Youth and Adult Triathlon Teams and Triathlon Programming (attached hereto as **Exhibit B**). The services shall consist of providing instructional services for triathlon and sport camps and programming as described in this Contract and the Exhibits attached hereto. Services or items not specifically stated as being provided by the City, or the City’s responsibility herein shall be the responsibility of the Contractor.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be Erin Edminister. The primary contact for the City shall be the Recreation Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years, commencing on January 2, 2023, and ending on December 31, 2023.

a. Any changes to the Term of this Contract shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Duties of the Contractor:

Contractor shall:

1. Provide instructional services for triathlon and sport camps and programming, as described in this Contract and all attached Exhibits.



CITY OF BENTONVILLE, ARKANSAS

2. Provide enough instructors to meet an acceptable participant/instructor ratio based upon the age of the participant. BPR will make the final determination of the acceptable participant/instructor ratio.
3. Provide any additional equipment, other than kickboards and pace clocks.
4. Communicate any change of practice, cancelled practices, and changes in programming to the City's Contact or their designee. It shall be at the City's discretion if the cancellation or change is permitted.

b. Duties of the City:

The City of Bentonville Parks and Recreation Department:

1. Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
2. Will create the program format, allowing for input and recommendation from Contractor where applicable.
3. Will create marketing and registration material for the program(s), allowing for input and recommendation from Contractor where it pertains to participant's needs when applicable.
4. Will create all schedules for all programs, allowing for input and direction from Contractor where it pertains to participant needs when applicable.
5. Will provide Bentonville Parks and Recreation employees or counselors, if necessary, to participate with the check-in and check-out for the program(s), or other operations of the program(s). Bentonville Parks and Recreation shall have the final determination

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if Bentonville Parks and Recreation employee participation is necessary.

c. Location. Work under this Contract shall be performed as described herein at the following location(s), in accordance with the schedules included in this Contract or otherwise as pre-approved by the City's Contact or designee.

1. Bentonville Community Center (BCC) (aquatic area(s) only): 1101 SW Citizens Circle Bentonville, Arkansas
2. Melvin Ford Aquatic Center (MFAC) (aquatic area(s) only): 2000 NE Memorial Park Square Bentonville, Arkansas
3. Old Tiger Track: 517 Tiger Blvd. Bentonville, Arkansas

d. Schedule. Work under this Contract shall be performed in accordance with the schedule below. Changes to this schedule shall be pre-approved by the City's contact or designee.

i. Season Dates (estimates): January 8th – February 26th

Season Title: Year Round Triathlon Team Season: Winter 2023

Program Times (estimates):

Day	Time	Location	Lane Usage
Sunday	4:00-5:30pm	BCC	4

ii. Season Dates (estimates): March 5th – April 30th

Season Title: Year Round Triathlon Team Season: Spring 2023

Program Times (estimates):

Day	Time	Location	Lane Usage
Sunday	4:00-5:30pm	BCC	4

iii. Season Dates (estimates): June 12th – August 30st

Season Title: Triathlon Team Season: Summer 2023

Program Times (estimates):

Day	Time	Location	Lane Usage
Tuesday	5:00-7:00pm	BCC	5
Wednesday	9:00-10:30am	Old Tiger Track	
Thursday	5:00-7:00pm	MFAC	5

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iv. Season Dates (estimates): October 22nd – December 10th

Season Title: Year Round Triathlon Team Season: Fall 2023

Program Times (estimates):

Day	Time	Location	Lane Usage
Sunday	4:00-5:30pm	BCC	4

**Days/times are estimates only and are subject to change as determined by BPR.*

e. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

f. Amendments. Any changes to the Scope of Work shall be handled via Amendment to this Contract. No Amendment shall be approved unless approved in writing by the City. All Amendments must be pre-approved prior to any work under the proposed Amendment being performed. The City shall not be responsible for Amendments which have not been approved in writing by the City.

g. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

h. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. PAYMENTS. The City agrees to pay Contractor based upon the per participant cost as defined herein. Payment will only be made for participants whom actually attend/participate in the Program(s). No payments will be made for cancelled Program(s), or for participants who do not attend/participate in the Program(s), inclusive of, but not limited to classes, lessons, camps, and special programs. Per Participant payments shall be as defined in the table below.

Description	Unit of Pay	Payment Amount
Triathlon Team Instruction	Per Participant	\$192.50
Triathlon Team Instruction Year Round Program	Per Participant	\$60.00



CITY OF BENTONVILLE, ARKANSAS

a. Estimated Total Payments. The estimated total of payments to Contractor during the initial term of this Contract (2023) is \$22,000.00 (twenty-two thousand dollars).

b. Not to Exceed \$33,000.00. The total of payments to Contractor for the term of this Contract shall not exceed \$33,000.00 (thirty-three thousand dollars) without an Amendment. Amendments to increase the maximum amount of payments may require approval from the Bentonville City Council.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice to the City's contact for the program(s) upon conclusion of the program season and within one (1) week from the conclusion of that season. Contractor is responsible for confirming that the City has received the invoice. Payment will only be made for actual work completed and approved by the City's Contact.

8. PAYMENT. Payment for approved invoices will be paid within fourteen (14) days of receipt. Failure to adhere to the invoicing requirements herein may result in delayed payments.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

9. PROFESSIONAL CONDUCT. Contractor and their personnel are required to display professional etiquette and conduct themselves professionally at all times. This Contract may be terminated immediately by the City if Contractor or any of their personnel exhibits behavior that is detrimental to the operation of the Parks and Recreation Department.

10. MANDATORY BACKGROUND CHECK. Contractor and their personnel who will be on-site providing the services described herein will be required to pass a mandatory background check, to be administered by the City, prior to on-site services beginning.



CITY OF BENTONVILLE, ARKANSAS

11. TERMINATION

- a. FOR LACK OF FUNDS.** If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- b. GENERAL.** This Contract may be terminated with thirty (30) days written notification from the BPR Director or designee. Contractor may terminate this Contract with ninety (90) days written notification to the BPR Director or designee.
- c. FOR CAUSE.** Breach of this Contract may result in immediate termination by the BPR Director or designee.

12. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

13. INSURANCE. Contractor may be required to maintain insurance and provide proof of such. Contractor is responsible for maintaining insurance for themselves, their employees or independent contractors as applicable and as required by law, including, but not limited to Worker's Compensation. Failure to maintain any required insurance will result in the direct breach of this Contract and subsequent termination.

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305 SW A Street
Bentonville, AR 72712

14. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

15. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices, as well as adhering to all facility requirements, to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the patrons that are located at or near the location where services are being performed. The Contractor shall, at all times, enforce strict discipline and good order among their employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

16. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

17. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas as set forth herein and as are described in the Exhibits attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

18. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

19. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

20. INDEPENDENT CONTRACTOR-NOT AN AGENT. Contractor understands that they, nor any of their employees or personnel, are employees of the City or acting as an agency for the City (or the Parks and Recreation Department), and that the City's statutory immunity does not extend to Contractor's acts or omissions. Contractor is solely responsible for their employees and personnel, including independent contractors.

21. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

22. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

23. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

24. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to **Exhibit B**.

[Signature Page follows]

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this ____ (day) of _____ (month), 20____. January 19, 2023 | 3:17 PM CST

CITY OF BENTONVILLE, ARKANSAS

By: _____

Stephanie Orman, Mayor

By: _____

(Signature)

Name (printed): Erin Edminister

Address: 4703 SW NEWCASTLE RD.

BENTONVILLE, AR 72713

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

CONTRACTOR'S PROPOSAL SUBMISSION TO RFP- 22-98

Erin Edminister
4703 SW Newcastle Rd
Bentonville, AR 72713

Nov. 10th, 2022

The City of Bentonville Purchasing Department
1000 SW 14th St.
Bentonville, AR 72712

Deciding Committee,

In 2018 I approached Bentonville Parks and Recreation with the idea of starting a competitive youth triathlon program. I had families from Tri Camp ask me year after year about getting their kids more involved in the sport and I loved the idea of being able to continue to share my passion of Multi Sport with the community. Registration opened in March, we sold it out with 20 kids nearly instantly and the first Competitive Youth triathlon team in the state was born! "TeamE Multi Sport" as we call it kicks off in June each summer and practices now 3x a week all summer long alternating from the Bentonville Community Center, Melvin Ford, and Old Tiger Track. From 2018 to now we continue to grow and add coaches to our staff to ensure the safety of this amazing team. 2021 marked our largest team to date with 73 athletes and 4 qualified coaches.

In June of 2020, TeamE Multi Sport brought US Olympic Run Coach Bobby McGee into town along with 4 Canadian National Team members and former Canadian National Team coach Jono Hall as they prepped for the Rio Olympics. Jono, Bobby and his squad worked hands on with our athletes ranging in age from 5 to 70. Not only was this inspiring for our athletes but a huge opportunity for the Bentonville and NWA community to learn from such amazing athletes and coaches.

In 2021 TeamE Mutli Sport was recognized as the only certified youth triathlon club team in the state of Arkansas and due to our success we were featured with a full page article in the October issue of USA Triathlon magazine which is sent out to every USA Triathlon registered member in the country, approx.. 400,000 athletes. USAT Triathlon Foundation also awarded TeamE Multi Sport a recipient of the 2021 Pillar Grant for being a leader in Youth Multi Sport. Not only do I feel like we have put Bentonville on the map for Triathlon, but I feel like we are really changing these the lives of our athletes by offering them a chance to see success in this growing life long sport.

Thank you for your consideration.

Erin Edminister
erinedminister@gmail.com
402-770-8831



PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-22-98	Date of Issuance:	OCTOBER 30, 2022
Brief Description:	Youth and Adult Triathlon Teams and Triathlon Programming		
Agency:	The City of Bentonville, Parks and Recreation Department		

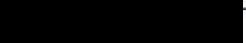
SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	NOVEMBER 17, 2022	Proposal Submission Deadline: (Time)	10:00 A.M.
Proposals must be received by the Purchasing Department prior to 10:00 A.M. on November 17, 2022. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th ST Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: RFP-22-98 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712
Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is NOVEMBER 14, 2022 at 4:30 P.M.			

EXECUTION OF PROPOSAL (REQUIRED RESPONSE FIELD)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM: TeamE Multi Sport LLC		PHONE NUMBER: 402-770-8831	FAX NUMBER:	EMAIL: erinedminister@gmail.com
BUSINESS STREET ADDRESS: 4703 SW Newcastle Rd.		CITY: Bentonville	STATE: AR	ZIP: 72713
SIGNATURE OF AUTHORIZED PERSON: 		DATE: 11/4/22		
PRINTED OR TYPED NAME: Erin Edminister		TITLE:		
ARKANSAS SALES OR USE TAX NUMBER (if applicable):				



RFP-22-98- PROPOSAL FORM

Program Design Continued

Will there be seasonal scheduling changes (check one): ☒ Yes* ☐ No

**If yes, use the provided additional programming tables to express the different proposed seasonal schedules.*

June-Sept (Tri Season) Tuesday Practice 5-7pm @ BCC, Wednesday 9:15-10:30am @ Old Tiger Track, Thursday 5-7pm @ Melvin Ford Aquatics Center

Oct-May (off season Tri Conditioning) Sundays 4-5pm @ BCC

Use the space below to provide additional relevant program design details/information (optional):

Off season Tri conditioning is focused around swim and run. We work agility drills to improve speed on the run and swim to keep cardio up with focus on strokes and techniques.

June-Sept: Our squad of 75 athletes is broken up into "Elite" and "Junior" squads and practice is focused around skills and age appropriate training to meet the needs of all athletes.



RFP-22-98- PROPOSAL FORM

Program Design Continued

Will you be offering any supplemental items, services, or materials to participants as part of the program proposal (check one)?: ☒ Yes* ☐ No

**If yes, use the space below to provide additional details. Remember to communicate any differences in seasonal programs, days/times etc.*

Private lessons for strokes on swim are offered, on top of added conditioning for Elite members. We also travel as a team to races in Republic, MO., Kansas City, KS, and age group Nationals in Wisconsin.

Describe how your proposed program design is unique; what sets your services apart from others. Why is it the best option for the City?

Our Coaching staff is the most experienced in the region. We have a certified strength coach who works hands on with athletes to ensure form and proper technique is used at all times. We have two certified USAT coaches and a coaching assistant who is trained in CPR and First Aid. Kids join TeamE to have fun while learning life long skills to be healthy and active. I am the only professional triathlete in the area which has given me an amazing opportunity to inspire the youth of our community to follow their dreams.

Describe why your proposed programming would be successful.

Our Tri Club has proven to be successful by producing high level athletes but also offering a junior squad which is more rec. league for kids who don't want to be as serious. Our coaching staff can accomodate all levels to ensure kids are having fun and able to reach their full potential.



RFP-22-98- PROPOSAL FORM

Program Design Continued

Are you submitting for any additional Requests for Proposals for camps/programs for the City of Bentonville and proposing to provide multiple camps or programs?

☒ Yes ☐ No

A separate Proposal envelope must be provided for each RFP, even when respondents are combining programming. Use this question to indicate that multiple or combined programs are being proposed.

If yes, use the space below to describe how you propose to provide the combined or multiple camps, programs, or lessons.

Masters Swim Programming (RFP- 97) and Triathlon Camp Coach (RFP-99)



RFP-22-98- PROPOSAL FORM

2. QUALIFICATIONS & PAST PERFORMANCE

Note: If there are multiple coaches/providers in your Proposal, include the Qualification and Past Performance information for all, as applicable.

What certifications or licenses (if any) do you possess for the services you are proposing to provide?

USAT Level 1 Coach, USA Swimming Level 2 Coach, Active Elite (professional) racing license for USA Triathlon, CPR and First Aid Certified, Certified Race Director through USA Triathlon.

How many years have you been providing similar services professionally? 9 years

List the programs, classes, and/or camps you have provided in the last five (5) years, beginning with your most recent and providing details regarding when last completed.

(founder) Bentonville Parks and Recreation Camp Triathlon (2014-Current)
 (founder) Bentonville Parks and Recreation Camp Run (2021-Current)
 (founder) Bentonville Parks and Recreation Competitive Tri Team- TEAME MULTI SPORT (2018-current)
 JCPRD Kids Triathlon Committee (2022-current)
 Blake St. Triathlon Program (2021-Current)
 Blake St. Run Program (2020-Current)
 Team Endurance Tri Camp Coach and Coordinator (2018-2021)
 Trifest for MS Training Series Coordinator and Coach (2016-2020)
 Trifest for MS Para Training Series Coordinator (2016-2020)

List three references for whom you have provided the same or similar services to below. The City reserves the right to contact these references and inquire as to your performance and programming details.

- 1) **Company Name** _____ **Contact Name** Nicole Anderson
Contact Email nic12ole@hotmail.com **Contact Phone** 636-346-7683
Type of Service Provided: Youth Triathlon Parent of Team members
Date Services Began 2018 **Date Services Ended:** Current
- 2) **Company Name** _____ **Contact Name** Sara Robinson
Contact Email sarabug0177@gmail.com **Contact Phone** 479-621-1278
Type of Service Provided: member of Tri Community, event volunteer
Date Services Began 2018 **Date Services Ended:** Current
- 3) **Company Name** _____ **Contact Name** Amber D' Angelo
Contact Email amdangelo4@gmail.com **Contact Phone** 479-366-1049
Type of Service Provided: Co Coach of TeamE Multi Sport
Date Services Began 2019 **Date Services Ended:** Current



RFP-22-98- PROPOSAL FORM

3. CHARGE FOR SERVICES/RATE

Use the following pages to communicate the cost of the services (rate) proposed for each team/lesson/programming. The rate must be communicated in a per lesson or per participant structure (Submitter must check the applicable rate structure and provide a description; if both are applicable, Submitter must clearly communicate the cause for both being applicable). Failure to communicate the rate may result in rejection of the Proposal.

Note that separate Program Description Pages have been provided for use in relaying different types of programming (ex. Youth Triathlon Team vs. Year Round Conditioning)

PAGE 1-PROGRAM DESCRIPTION (must match Programming Tables): _____
(example: Youth Triathlon Team)

Option 1:

Per Lesson Rate Proposed ☐ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per lesson

Option 2:

Per Participant Rate Proposed ☒ (check if applicable and provide description and rate below)

Description: 192.50 per participant OR 75% was agreed upon in 2022 based on fee set by Parks and Recreation.
If fee raises in 2023 I ask percent paid to coach stays the same. (SUMMER YEAR ROUND)

Rate: \$ 192.50 per participant

Option 3:

Other Rate Proposed ☐ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per _____ (describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

Additional Pages (IF NEEDED) (This page can be copied if additional pages are needed)

PROGRAM DESCRIPTION (must match Programming Tables): Year Round Swim and Run Conditioning

Option 1:

Per Lesson Rate Proposed ☐ **(check if applicable and provide description and rate below)**

Description: _____

Rate: \$ _____ **per lesson**

Option 2:

Per Participant Rate Proposed ☒ **(check if applicable and provide description and rate below)**

Description: 75% of registration fee of BCC resident was agreed upon to be paid to the coach which was \$60.00 per participant per session. I ask to keep the percentage consistent based on what the fee is in 2023.

Rate: \$ _____ **per participant**

Option 3:

Other Rate Proposed ☐ **(check if applicable and provide description and rate below)**

Description: _____

Rate: \$ _____ **per** _____ **(describe)**

Use the space below to provide any additional rate detail (optional):

RFP-22-98 Proposed Programming Tables

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): Summer Triathlon Training
(example: Type of Youth Triathlon Programming)

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
Tuesday	5-7pm	☒ Bentonville Community Center ☐ Melvin Ford Aquatics Center	Bike racks, cones, training equipment needed for that day
Wednesday- OLD TIGER TRACK	9:15-10:30am	☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	agility ladders, cones, side walk chalk, pull tires
Thursday	5-7pm	☐ Bentonville Community Center ☒ Melvin Ford Aquatics Center	Bike racks, cones, training equipment needed for that day
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

(This page may be copied if additional pages are needed)

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): Year Round Swim and Run Conditioning
(example: Type of Youth Triathlon Programming)

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
Sunday	4-5pm	☒ Bentonville Community Center ☐ Melvin Ford Aquatics Center	Cones
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

(This page may be copied if additional pages are needed)

Erin Edminister

Bentonville Masters Swim, TeamE Multi Sport LLC,
TeamE Multi Sport Foundation and Professional ITU Triathlete

erinedminister@gmail.com

(402) 770-8831

Hall of Fame Intro: <https://www.youtube.com/watch?v=moA6RKkhtxM>

DRURY UNIVERSITY BACHELOR DEGREE	2012-2015
Communication Leadership and Change	
DRURY UNIVERSITY MASTERS DEGREE	
Masters of Arts in Communication	2015-2016
COACHING EXPERIENCE:	2016-Current
• Founder of Bentonville Masters Swim- ○ Grew Program from 0 to 70 average monthly members ○ Write 3 workouts each practice meeting the needs from beginner to advanced level athletes ○ Created and Managed annual Swim Challenges ○ Worked with Bentonville Parks and Recreation to develop program schedule and fees ○ Coached athletes to USMS Masters Swim records, Masters US National Meet Qualifying Standards and US Triathlon World Championships • Revamped Walton Life Masters Swim Program ○ Program had been on a hiatus for a year due to lack of membership ○ Grew Program to monthly membership needed to sustain program • 2021 Founder of Blake St. Summer Triathlon Program • Bentonville Community Center Private Lesson Swim Instructor • USA Swimming Level II coach certified • USA Triathlon Level I Coach Certified • CPR and First Aid Certified	
PROFESSIONAL EXPERIENCE:	2018-Current
• Founder of TeamE Multi Sport LLC and TeamE Multi Sport Foundation ○ Grew team from scratch to 130 members (adult and youth) ○ Run weekly workouts to meet needs of all ages and abilities ○ Manage budget ○ Host and Race direct local races ○ Gain 15k in annual team sponsorships ○ Awarded 2022 Pillar Grant Recipient by USA Triathlon Foundation for being a leader in Multi Sport. ○ Created TeamE Multi Sport Foundation to offer local kids more opportunity to race locally and bridge the financial gap to local kids who can't afford to get into the sport	

(Continue to Page 2)

Professional Athletic Achievements:

TRIATHLON

- 7th ranked American in the world on the ITU Circuit in 2017
- highest rank of 34th ranked triathlete on the ITU circuit in the world
- Team USA National Team Member 2013-2018
- 3x Professional World Cup Top5 Finisher on the International Stage

Personal Athletic Achievements:

SWIMMING AND RUNNING

- Sixteen Time All-American Swimmer for Drury University, 2008-2012
- Inductee into the Drury University Athletic Hall of Fame
- Selected as Most Valuable Swimmer by Drury University, 2012 & Team Captain
- Three Time Individual National Champion NCAA DII
- Drury University Team Captain- 2012
- Female GLVC Runner of the Year Track and Field, 2013
- Cross Country NCAA DII National Qualifier
- Indoor and Outdoor Track NCAA DII National Qualifier

IF YOU'RE NOT HAVING FUN YOU AREN'T DOING IT RIGHT

- TEAME KIDS KNOW HOW TO HAVE FUN AND RACE HARD.

By Erin Edminister, TeamE Multi Sport Head Coach

As a USA Triathlon National Team member from 2013-2019 I was always looking for ways to do what I loved while also making a little money between traveling the world race after race. I moved from Springfield, Mo., to one of the cycling capitals of the United States, Bentonville, Arkansas, in 2013 after a successful college swimming and

running career for Drury University. There I joined USA Triathlon's College Recruitment Program and dedicated my life to being the best I could be in the sport I loved.

In 2014 the parks director asked me to host a tri camp with Bentonville Parks and Recreation and we offered the first-ever triathlon camp in the state of Arkansas for kids ages 5-16. Today we offer three camps with a 20-kid sell out and three year-round 12-week programs to condition for the swim and run in the off-season, and operate an elite and junior team that sells out at 70 kids. By growing the largest youth multisport program in the region and being the only USA Triathlon Certified program in the state we believe we have helped put youth multisport on the map and our kids couldn't be more excited.

As a club swimmer I learned how to work hard, as a college athlete I learned how to win for my team, and as a professional athlete I learned how to race for my country. As a coach I have learned how to instill a passion in these kids for a sport that I truly believe changes lives. We have found ways to keep the athletes on their toes by competing in Popsicle races, transition races, biking drills and running relays. The best part about our sport is with three sports to train it never gets boring!

When kids are having fun, they race the fastest. The easiest way we have found to get kids to race fast is by fueling the passion for sport in them.

This year TeamE Multi Sport received a Pillar Grant from the USA Triathlon Foundation. This grant has allowed us to purchase team tents to keep kids out of the sun before races, as well as agility ladders, cones and transition racks, and offer more local racing opportunities. As we go into our fourth year of impacting kids in our community, we have seen first-hand how all of us can change lives by TRI'ing.



2022 GRANT RECIPIENTS



DIALED JUNIORS TRIATHLON TEAM

Young women in Camas, Wash., are experiencing the sense of belonging and community that triathlon provides thanks to Dialed Juniors and the USA Triathlon Foundation. One of the challenges Dialed Juniors is tackling is access to bikes by creating an equipment collective within their team to introduce the sport to athletes across their community.



KIDS THAT TRI CLEVELAND

Learning the lifelong skills of swimming, biking and running, and the important life lessons of self-discipline, sportsmanship and teamwork. Kids That Tri Cleveland helps diverse students in grades 6-12 complete one or more triathlons per season and experience the multisport lifestyle at no cost to the athlete.



EXCEEDING EXPECTATIONS

Striving to replace negative influences with positive role models, instilling a powerful new discipline of setting measurable goals and working hard to achieve them, and espousing the virtues of healthy habits - triathlon provides the foundation to teach these valuable life lessons and Exceeding Expectations provides the opportunity.



TEAM CJ FOR AUTISM

Creating a feeling of belonging to a team while empowering individuals to do their best. This is what Team CJ for Autism does for autistic kids and their siblings. With help from the USA Triathlon Foundation, young athletes were able to experience the transformative joy of multisport at no cost to their families.

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

CITY OF BENTONVILLE SOLICITATION RFP-22-98-Youth and Adult Triathlon Teams and Triathlon Programming



CITY OF BENTONVILLE

PURCHASING DEPARTMENT— (479) 271-3115 —PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: October 30, 2022

NOTICE
TRIATHLON TEAM AND TRIATHLON PROGRAMMING PROVIDER
REQUEST FOR PROPOSALS
(RFP)-22-98

The City is accepting formal, sealed proposals from properly experienced, licensed and insured as applicable, individuals or entities for professional instruction services for youth and adult Triathlon Teams and triathlon programming. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication

The deadline for submission of a Proposal in response to this request is Thursday, November 17, 2022 at 10:00 AM CST. Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is November 14, 2022 at 4:30 PM CST.

Department Responsible for Advertising Costs: Accounting



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-22-98	Date of Issuance:	OCTOBER 30, 2022
Brief Description:	Youth and Adult Triathlon Teams and Triathlon Programming		
Agency:	The City of Bentonville, Parks and Recreation Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	NOVEMBER 17, 2022	Proposal Submission Deadline: (Time)	10:00 A.M.
Proposals must be received by the Purchasing Department prior to 10:00 A.M. on November 17, 2022. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th ST Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: RFP-22-98 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is **NOVEMBER 14 , 2022 at 4:30 P.M.**

EXECUTION OF PROPOSAL (REQUIRED RESPONSE FIELD)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:	EMAIL:
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
SIGNATURE OF AUTHORIZED PERSON:		DATE:	
PRINTED OR TYPED NAME:		TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):			



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING DEPARTMENT
 2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
 1000 SW 14TH ST
 BENTONVILLE, ARKANSAS 72712
RFP-22-98

TABLE OF CONTENTS

ADVERTISEMENT REQUESTING PROPOSALS	PAGE 1
REQUEST FOR PROPOSALS COVER PAGE & EXECUTION OF PROPOSAL (REQUIRED RESPONSE DOCUMENT)	PAGE 2
TABLE OF CONTENTS	PAGE 3
SUMMARY (SERVICES & DEADLINES)	PAGE 4
NOTICE REGARDING MULTIPLE RFPs	PAGE 5
SCOPE OF WORK	PAGE 6
EVALUATION FACTORS	PAGE 7
TERMS & CONDITIONS	PAGE 8
PROPOSAL FORM (REQUIRED RESPONSE DOCUMENT)	PAGE 11



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2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
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BENTONVILLE, ARKANSAS 72712
RFP-22-98

SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville is accepting Proposals from properly experienced, licensed and insured as applicable, individuals or entities for professional instruction services for Youth and Adult Triathlon Teams and Triathlon Programming. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 1 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

 Advertisement Published, Requesting Proposals: October 30, 2022

 **Deadline to Submit Questions: NOVEMBER 14, 2022 (4:30PM)**

 **Deadline to Submit Proposals: NOVEMBER 17, 2022 (10:00AM)**

*The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.

PROPOSALS CANNOT BE EMAILED.



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1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

NOTICE REGARDING MULTIPLE RFPs

The City currently has three RFP solicitation open:

- RFP-22-97-Masters Swim Team
- RFP-22-98-Triathlon Teams & Programming
- RFP-22-99-Youth Triathlon Camps

A Proposer may submit separately to all RFPs or combine the Programs to propose a unique or continuous program offering; however, the Proposer **MUST SUBMIT A SEPARATE ENVELOPE (ACCORDING TO THAT RFPs SUBMISSION REQUIREMENTS) TO EACH RFP THEY ARE SUBMITTING FOR TO ENSURE THAT THEIR PROPOSAL IS CONSIDERED FOR THAT PROGRAM.**

Example: *If Proposer submits a Proposal to offer Triathlon Teams & Programming, as well as Youth Triathlon Camps, the Proposer would submit separate envelopes containing their Proposal to both RFP-22-98 and RFP-22-99 according to the RFP respective deadlines and requirements.*

[This space has been intentionally left blank]

The City reserves the right to award the Contract in its best interest.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
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1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712
RFP-22-98

SCOPE OF WORK

The Scope of Work is to provide services for Youth and Adult Triathlon Teams and Triathlon Programming for the City of Bentonville. The listed Scope of Work in this Response Packet is not intended to encompass all aspects of operating the Program(s), but is intended to convey the minimum requirements. The information contained in the Proposal Form pertaining to locations, available time ranges and equipment being provided from the City, in addition to all other information contained in this Response Packet, shall be included in the Scope of Work.

Program Descriptions: The Youth and Adult Triathlon Teams provide participants a fun way to compete in the sport of triathlon while learning and perfecting the basics of swim, bike, and run.

Triathlon Programming Description: The Scope of Work includes additional Youth and Adult Triathlon Programming, as proposed by the Provider and accepted by the City, such as year-round conditioning.

Provider shall be responsible, at minimum, for the following:

- B** Conducting said business as not to interfere with other uses or activities on the property.
- B** Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions.
- B** Provider is responsible for the maintenance and replacement of their equipment, regardless of any damage occurring during performance of their services for the City.
- B** Clean equipment as necessary after camps/lessons.
- B** Provide instruction services for the camps/lessons/teams as applicable to the services stated herein.
- B** Responsible for finding their own substitute, if necessary, and notifying BPR management in advance for approval.
- B** Awarded Proposer should be available to begin services within two (2) weeks from notification of award.

The City shall be responsible for the following:

- B** Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
- B** Will have the ultimate determination of the program format.
- B** Will create marketing and registration material for the program(s), allowing for input and recommendation from Provider where it pertains to participant's needs.
- B** Will have the ultimate determination for all schedules of the programs.
- B** Will provide BPR employees or counselors, if necessary, to participate with check-in and check-out for the program(s), or other operations of the program(s). BPR shall have the final determination if BPR employee participation is necessary.



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 2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
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 BENTONVILLE, ARKANSAS 72712
RFP-22-98

EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

1. Qualifications:

Point
Value

30

- In relation to the work to be performed/services to be provided.
 - Certificates or licenses if any/as applicable
 - Number of years providing similar services professionally
- Information showing the qualifications of the Proposer.
- Proposers should indicate specialized experience in connection with the type of Service they are submitting for.
- Information giving the names and qualifications of the major personnel who will be assigned to these services (this project).

2. Past Performance

Point
Value

30

- Proposer's experience, in providing the services described (to the City or to outside entities/references)
 - Programs, classes, and/or camps provided in the last five (5) years
 - References for whom the Proposer has provided the same or similar services
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Information giving the names and experience of the major personnel who will be assigned to these services (this project).
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).

3. Program Design

Point
Value

25

- Proposed program design, including how comprehensive and beneficial the program is to the City and participants.
- Uniqueness of program and supplemental offerings to participants.

4. Charge for Services/Rate

Point
Value

15

- The proposed fee and/or fee structure.
- This price should be in the form of the fee charged to the City for the services, not the fee charged to participants (the City will determine the participant fee(s) based on the selected Proposal), allowing for input from the selected provider when applicable.



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RFP-22-98

TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-22-98
 - **Proposer's Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.

4. Proposers shall use the Proposal Form included and may provide additional supporting documentation pertinent to clarification of the Proposal.

There are no Proposal format restrictions, except as stated herein.

5. The City reserves the right to:
 - Reject any and all Proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
 - Adopt all or any part of the Proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.
8. All Proposals and other materials submitted shall become the property of the City.



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PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
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BENTONVILLE, ARKANSAS 72712

RFP-22-98

9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The awarded Proposer shall be awarded the Contract for a period of one (1) year, renewable annually upon mutual written consent for a total maximum term of three (3) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract prior to January 1, 2023; however, this is not a guaranteed timeline.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.



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BENTONVILLE, ARKANSAS 72712
RFP-22-98

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

22. Proposer Qualifications: The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

Although program quality is a major consideration, references, service, and past experience, if applicable, will also be considered and part of the Proposal evaluation. The City reserves the right to use any information provided in Proposer's Proposal in the evaluation of Proposals for award.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

23. Cancellation/Rescheduling: The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to make delivery within the time stated. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

The City reserves the right to postpone or reschedule programs/camps, at any time, to provide for the welfare and safety of the general public, with rescheduled or makeup program/camps dates at an agreed upon time, at no additional expense to the City and at a time acceptable to the City.

24. Taxes and Other Costs: The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.



RFP-22-98- PROPOSAL FORM

BPR wants to offer the most comprehensive and beneficial programs to participants. The intent of this RFP is for respondents to provide the City with their proposal to meet the City’s needs, and explain how they propose to provide the most advantageous programming for both the City and participants. While the intent of this Proposal Form is to provide the Selection Committee with the responses they will need to evaluate Proposals, respondents may include additional information and/or material in their Submission as they choose, for the Committee’s consideration.

1. PROGRAM DESIGN:

Scheduling Overview: The Youth and Adult Triathlon Teams and Triathlon Programming runs year-round, and schedules often change from summer to fall, winter, and spring. There is potential for additional scheduling and other program challenges throughout the year. The below schedule shows the available day(s), location(s), available time ranges, and minimal equipment provided by the City for the programming. Old Tiger Track is available for any running focused practice based on the current availability at that time.

Triathlon Teams and Triathlon Programming (youth and/or adult):

Days	Monday – Friday	Saturday	Sunday
Available Time Range*:	8:00am-1:00pm 5:00pm-8:00pm	7:00am-7:00pm	12:00pm-4:30pm
Location(s):	Bentonville Community Center & Melvin Ford Aquatics Center	Bentonville Community Center & Melvin Ford Aquatics Center	Bentonville Community Center & Melvin Ford Aquatics Center
Equipment BPR Provides:	Kickboards & Pace Clocks	Kickboards & Pace Clocks	Kickboards & Pace Clocks

*The times provided are intended to convey a range, meaning that programming would be possible at any time between those ranges.

Year-round Conditioning (youth and/or adult):

Days	Saturday	Sunday
Available Time Range*:	12:00pm-6:30pm	12:00pm-5:30pm
Location(s):	Bentonville Community Center	Bentonville Community Center
Equipment BPR Provides:	Kickboards & Pace Clocks	Kickboards & Pace Clocks

*The times provided are intended to convey a range, meaning that programming would be possible at any time between those ranges.

Using the tables provided at the end of this Proposal Form, describe the proposed programming, using the table format to express scheduling and the blank space to provide other relevant program details. Provider may propose as many or as few programs as they choose that fit within the Scope of Work of Youth and Adult Triathlon Teams and Triathlon Programming.



RFP-22-98- PROPOSAL FORM

Program Design Continued

Will there be seasonal scheduling changes (check one): ☐ Yes* ☐ No
**If yes, use the provided additional programming tables to express the different proposed seasonal schedules.*

Use the space below to provide additional relevant program design details/information (optional):



RFP-22-98- PROPOSAL FORM

Program Design Continued

Will you be offering any supplemental items, services, or materials to participants as part of the program proposal (check one) ?: ____Yes* ____No

**If yes, use the space below to provide additional details. Remember to communicate any differences in seasonal programs, days/times etc.*

Describe how your proposed program design is unique; what sets your services apart from others. Why is it the best option for the City?

Describe why your proposed programming would be successful.



RFP-22-98- PROPOSAL FORM

Program Design Continued

Are you submitting for any additional Requests for Proposals for camps/programs for the City of Bentonville and proposing to provide multiple camps or programs?

☐ Yes ☐ No

A separate Proposal envelope must be provided for each RFP, even when respondents are combining programming. Use this question to indicate that multiple or combined programs are being proposed.

If yes, use the space below to describe how you propose to provide the combined or multiple camps, programs, or lessons.



RFP-22-98- PROPOSAL FORM

2. QUALIFICATIONS & PAST PERFORMANCE

Note: If there are multiple coaches/providers in your Proposal, include the Qualification and Past Performance information for all, as applicable.

What certifications or licenses (if any) do you possess for the services you are proposing to provide?

How many years have you been providing similar services professionally? _____years

List the programs, classes, and/or camps you have provided in the last five (5) years, beginning with your most recent and providing details regarding when last completed.

List three references for whom you have provided the same or similar services to below. The City reserves the right to contact these references and inquire as to your performance and programming details.

- 1)

Company Name_____Contact Name_____

Contact Email_____Contact Phone_____

Type of Service Provided:_____

Date Services Began_____Date Services Ended:_____
- 2)

Company Name_____Contact Name_____

Contact Email_____Contact Phone_____

Type of Service Provided:_____

Date Services Began_____Date Services Ended:_____
- 3)

Company Name_____Contact Name_____

Contact Email_____Contact Phone_____

Type of Service Provided:_____

Date Services Began_____Date Services Ended:_____



RFP-22-98- PROPOSAL FORM

3. CHARGE FOR SERVICES/RATE

Use the following pages to communicate the cost of the services (rate) proposed for each team/lesson/programming. The rate must be communicated in a per lesson or per participant structure (Submitter must check the applicable rate structure and provide a description; if both are applicable, Submitter must clearly communicate the cause for both being applicable). Failure to communicate the rate may result in rejection of the Proposal.

Note that separate Program Description Pages have been provided for use in relaying different types of programming (ex. Youth Triathlon Team vs. Year Round Conditioning)

PAGE 1-PROGRAM DESCRIPTION (must match Programming Tables): _____
(example: Youth Triathlon Team)

Option 1:

Per Lesson Rate Proposed _____ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per lesson

Option 2:

Per Participant Rate Proposed _____ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per participant

Option 3:

Other Rate Proposed _____ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ per _____ (describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

PAGE 2-PROGRAM DESCRIPTION (must match Programming Tables): _____
(example: Type of Youth Triathlon Programming)

Option 1:

Per Lesson Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per lesson

Option 2:

Per Participant Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per participant

Option 3:

Other Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$_____per _____(describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

PAGE 3-PROGRAM DESCRIPTION (must match Programming Tables): _____
(example: Type of Youth Triathlon Programming)

Option 1:

Per Lesson Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____per lesson

Option 2:

Per Participant Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____per participant

Option 3:

Other Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____per _____(describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

PAGE 4-PROGRAM DESCRIPTION (must match Programming Tables): _____
(example: Type of Youth Triathlon Programming)

Option 1:

Per Lesson Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____per lesson

Option 2:

Per Participant Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____per participant

Option 3:

Other Rate Proposed _____(check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____per _____(describe)

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

CHARGE FOR SERVICES/RATE CONTINUED:

Additional Pages (IF NEEDED) (This page can be copied if additional pages are needed)

PROGRAM DESCRIPTION (must match Programming Tables): _____

Option 1:

Per Lesson Rate Proposed _____ **(check if applicable and provide description and rate below)**

Description: _____

Rate: \$ _____ **per lesson**

Option 2:

Per Participant Rate Proposed _____ **(check if applicable and provide description and rate below)**

Description: _____

Rate: \$ _____ **per participant**

Option 3:

Other Rate Proposed _____ **(check if applicable and provide description and rate below)**

Description: _____

Rate: \$ _____ **per** _____ **(describe)**

Use the space below to provide any additional rate detail (optional):



RFP-22-98- PROPOSAL FORM

Additional Pages (IF NEEDED) (This page can be copied if additional pages are needed)

PROGRAM DESCRIPTION (must match Programming Tables): _____

Option 1:

Per Lesson Rate Proposed _____ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ **per lesson**

Option 2:

Per Participant Rate Proposed _____ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ **per participant**

Option 3:

Other Rate Proposed _____ (check if applicable and provide description and rate below)

Description: _____

Rate: \$ _____ **per** _____ **(describe)**

Use the space below to provide any additional rate detail (optional):

RFP-22-98 Proposed Programming Tables

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): _____
(example: Type of Youth Triathlon Programming)

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): _____
(example: Type of Youth Triathlon Programming)

Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): _____
(example: Type of Youth Triathlon Programming)
Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	

PROGRAM DESCRIPTION (must match Charge for Services/Rate Page(s)): _____
(example: Type of Youth Triathlon Programming)
Other Notes:

Days	Time(s):	Location(s) – Check all that Apply:	Equipment Proposer will Provide:
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	
		☐ Bentonville Community Center ☐ Melvin Ford Aquatics Center	



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Solicitation ID:	RFP-22-98	Solicitation Title:	Youth and Adult Triathlon Teams and Triathlon Programming
Addendum Number:	1	Date of Issuance:	November 10, 2022

TO: Prospective Submitters

This Addendum modifies the original Response Document(s) dated October 30, 2022.

Submitters are required to acknowledge this Addendum by including it in their Submission or notating acknowledgement in their Submission. Failure to acknowledge this Addendum may result in rejection of the Submission.

This Addendum Number 1 consists of 4 page(s).

Clarification regarding combining RFP-22-97, RFP-22-98 and/or RFP-22-99 Proposal Submissions:

1.0 Due to a question received regarding how Proposals should be submitted in the event that an entity/vendor chooses to submit a combined Proposal (to two or three RFPs), the City determined that additional instruction was needed to provide clarity to entities/vendors interested in submitting a combined Proposal.

A. Should an entity/vendor want to submit for any combination of the three RFPs currently open for Parks and Recreation programming (only applicable to RFP-22-97, RFP-22-98 and RFP-22-99), they must follow the instructions contained in this Addendum Number 1. Failure to adhere to these instructions may result in rejection of the submission(s), due to and including but not limited to the City's lack of ability to fairly evaluate.

- i. A sealed envelope must be submitted containing separate Required Response Forms (Proposal Form and Cover Page) for each RFP that is included in that combination, with the outer envelope clearly labeled.



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

- ii. For example, if submitting a combined Proposal for RFP-22-97 and RFP-22-98, Proposer would include both the RFP-22-97 and RFP-22-98 Cover Pages and Proposal Forms and mark the outer envelope of the Submission with both solicitation numbers and titles, clearly indicating the submission of a combined Proposal.
 - iii. In the event that a combined submission changes the pricing that would otherwise be applicable to submitting for only a single RFP, Proposers **MUST** still use separate pricing documents included in the Proposal Form. During evaluation, the City may combine the pricing or otherwise evaluate the Proposal.
 - iv. The City will not split out combined Proposals to be evaluated for any single RFP or different combination of RFPs than what was originally submitted. Should the same entity/vendor wish to be considered for a single RFP or a different combination of the RFPs, they **MUST** submit separate sealed Proposals for just those RFPs as directed in this Addendum. Example: If the same entity/vendor wants to submit to RFP-22-97 and RFP-22-98 separately, they must submit **separate** proposals for just those solicitations, in addition to any separate submissions for combined offerings.
 - v. In no event shall the same entity/vendor submit multiple Proposals for the same single RFP or combination of RFPs (duplicate submissions). To clarify, this does not prohibit the entity/vendor from submitting a combination Proposal and a single Proposal.
- B.** Interested Proposers may submit up to seven (7) separate Submissions for RFP-22-97, RFP-22-98 and/or RFP-22-99.
- Possible Submission 1: RFP-22-97 only
 - Possible Submission 2: RFP-22-98 only
 - Possible Submission 3: RFP-22-99 only
 - Possible Submission 4: RFP-22-97 and RFP-22-98 combined
 - Possible Submission 5: RFP-22-97 and RFP-22-99 combined
 - Possible Submission 6: RFP-22-98 and RFP-22-99 combined
 - Possible Submission 7: RFP-22-97, RFP-22-98 and RFP-22-99 combined



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ADDENDUM TO SOLICITATION

- C. This Addendum Number 1 does not change any part of the Evaluation Factors set forth in RFP 22-97, RFP 22-98 or RFP-22-99. Each of the three solicitations will be ranked individually. While the City is aware there may be a desire from entities/vendors to submit combined Proposals, the City does not currently have a preference and therefore no Evaluation Factor weight is being calculated for whether a Proposal is combined or not.
- D. This Addendum Number 1 **replaces** the following statements/instruction in RFP-22-97, RFP-22-98, and RFP-22-99 Response Packets pertaining to combined submissions:
- i. Notice Regarding Multiple RFPs Page: Proposer must submit a separate envelope (according to that RFPs submission requirements) to each RFP they are submitting for to ensure that their Proposal is considered for the Program.
 - ii. Proposal Form Program Design: A separate Proposal envelope must be provided for each RFP, even when respondents are combining programming. Use this question to indicate that multiple or combined programs are being proposed.

Example of a correct combined RFP Submission:

A combined Proposal to RFP-22-98 and RFP-22-99 would contain, at minimum:

- RFP-22-98 Signed Cover Page, and Proposal Form, completed
- RFP-22-99 Signed Cover Page, and Proposal Form, completed
- The outer envelope would be sealed and would be marked as follows:

ABC Company (Address) City of Bentonville Purchasing Department ATTN: RFP-22-98 & RFP-22-99 Combined Submission
--



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Example of a correct single (not combined) RFP Submission:

A Proposal to RFP-22-98 would contain, at minimum:

- RFP-22-98 Signed Cover Page, and Proposal Form, completed
- The outer envelope would be sealed and would be marked as follows:

ABC Company
(Address)
City of Bentonville Purchasing Department
ATTN: RFP-22-98 Submission

2.0 Submissions: If an entity/vendor has already submitted their Proposal(s) to RFP-22-97, RFP-22-98, and/or RFP-22-99 (i.e. submitted before this Addendum 1), the entity/vendor may pick-up the previously submitted Proposals and deliver new Proposals if needed/if they choose to. All Submissions will remain sealed until the Submission Deadline date and time listed in the RFP-22-97-RFP-22-99 Required Response Packets.

[End of Addendum Number 1]



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-22-98	Solicitation Title:	Youth and Adult Triathlon Teams and Triathlon Programming
RFI RESPONSE NUMBER	1	Date of Issuance:	November 4, 2022

TO: Prospective Proposers

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	Will only one person be selected for the job?	The Selection Committee will determine based on the Submissions and best interest of the City how the RFP/program will be awarded.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-22-98	Solicitation Title:	Youth and Adult Triathlon Teams and Triathlon Programming
RFI RESPONSE NUMBER	2	Date of Issuance:	November 14, 2022

TO: Prospective Proposers

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	Will only one person be selected for the job?	The Selection Committee will determine based on the Submissions and best interest of the City how the RFP/program will be awarded.
2	Is this for specific programs that we would like to bring to the BCC or is this to take over programs that are currently being run at the BCC &/or Melvin Ford?	These are Request for Proposals (RFP-22-97, RFP-22-98 and RFP-22-99) for program types currently available/have been available in the past, but the intent of the Request for Proposals is for providers to propose program designs for the City's consideration (these program designs may be the same or different from what the City has offered in the past).

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR TRIATHLON SERVICES PROVIDED BY TEAM E MULTI SPORT LLC.; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests to exercise the renewal provision of the existing contract with Team E Multi Sport LLC. to provide Triathlon Services, previously selected during the RFP-22-98 process;

WHEREAS, due to the high demand for these services, it is anticipated that the amount payable will exceed the competitive bid threshold;

WHEREAS, the estimated payment for 2024 is sixty-six thousand dollars (\$66,00.00) and is completely funded by program registration fees; and

WHEREAS, competitive bidding should be waived as it would be impractical for the City to recreate this bid process as service providers were selected using the City's approved RFP process.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Team E Multi Sport LLC., for triathlon services, for sixty-six thousand dollars (\$66,000.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for triathlon services;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Public Hearing and Ordinance Vacating a Utility Easement (VAC23-0023)
Action Recommendation & Justification:	Public Hearing and approval of Ordinance vacating a Utility Easement Vacations located at Lot 20 of College Place Subdivision Phase 8 (VAC23-0023).
Additional Comments for Consideration (Optional):	Resolution and GIS Vicinity Map
Amount for Approval:	\$ 0

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

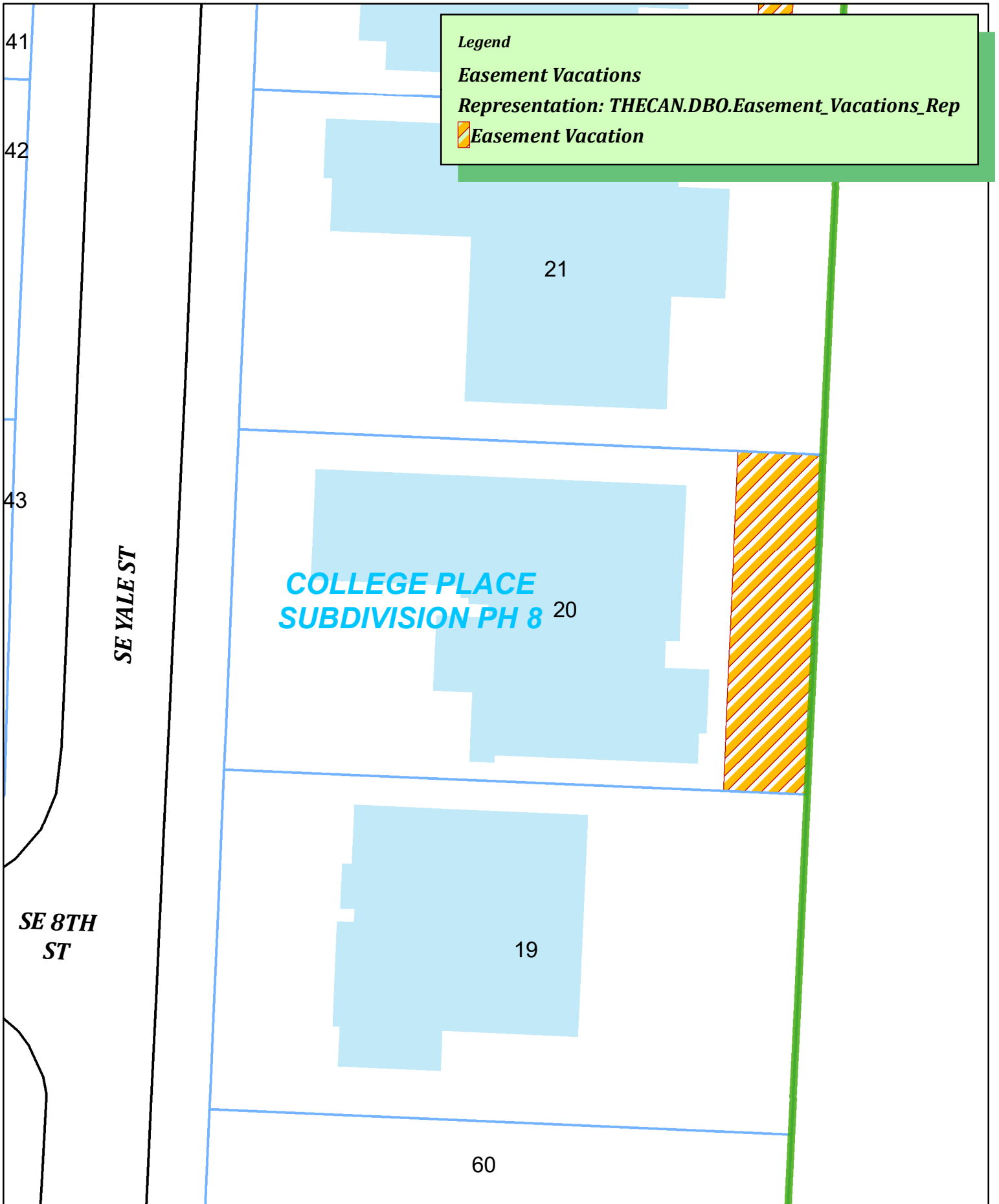
City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Proposed Easement Vacation
709 SE Yale St



ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 20
OF COLLEGE PLACE SUBDIVISION PHASE 8 OF THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS (VAC23-0023).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Alex Kalludra asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A 20' Utility Easement squarely off the East Side of Lot 20 College Place Subdivision Phase 8 as shown on Plat Record Book 2007 Page 82 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bentonville, Arkansas:

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

A 20' Utility Easement squarely off the East Side of Lot 20 College Place Subdivision Phase 8 as shown on Plat Record Book 2007 Page 82 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Dennis Birge
Phone:	479-271-6840	For Department(s):	Transportation
Email:	dbirge@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☒ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	PIIP22-0029 Rainbow Curve ORC Work Order 2023-#4 - Amendment 1
Action Recommendation & Justification:	Amendment to ORC Work Order 2023-#4 for additional appraisals required for property acquisitions. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is for 10 additional tracts. Staff recommends approval. This will be funded by Street Bond funds.
Amount for Approval:	\$ 55,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☒ Other(s): Street Bond Fund

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

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WORK ORDER ISSUED
In Accordance with Client’s Master Services Agreement Dated April 3rd, 2023
Work Order No. (2023)-(#4)

Date: February 9, 2024
Bentonville Project Number: Rainbow Curve Improvements (PIIP22-0029, MUNIS 21ST0005)

PURPOSE: Provide property acquisition services related to Rainbow Curve Improvements located in Bentonville, Arkansas.

SCOPE: The Services will consist of the following tasks:
1. Appraisals on the 10 Tracts listed in Appendix C.
1.1. City agrees to pay a partial billing for all appraisals that were started but not completed due to landowner signing an agreement prior to ORC’s completion of the appraisal.

COMPENSATION: The fee for services based on the above scope and the fee schedule provided as APPENDIX C of the MASTER SERVICE AGREEMENT will not exceed \$55,000.00 without prior approval from the City of Bentonville.

SCHEDULE: We expect to start our services immediately after receipt of your acceptance of this work order and to complete our services by March 15, 2024.

SPECIAL CONTRACT TERMS:

Accepted by:



President
O.R. Colan Associates, LLC

2/14/2024

Date

Authorized Representative
City of Bentonville

Date

SUPPLEMENT NO. 1
 WORK ORDER NO. (2023)-(#4)
 Rainbow Curve Improvements (PIIP22-0029, MUNIS 21ST0005)

APPENDIX C
JUSTIFICATION OF COSTS AND FEES

Service	No.	Cost Per Tract	Total Cost
Initial Appraisal Services, if needed			
Appraisal - Vacant Comm./Industrial	10	\$ 5,500	\$ 55,000
Appraisal - Improved Small Comm./Industrial		\$ 6,500	\$ -
Appraisal - Improved Comm./Industrial Complex		\$ 7,500	\$ -
Billboard Valuation		\$ 3,200	\$ -
Initial Appraisal Review Services (ORC Review Only)			
Appraisal - Vacant Comm./Industrial		\$ 750	\$ -
Appraisal - Improved Small Comm./Industrial		\$ 750	\$ -
Appraisal - Improved Comm./Industrial Complex		\$ 750	\$ -
Billboard Valuation		\$ 300	\$ -
TOTAL			\$ 55,000

Note: Appraisal Fees are outside of the Fee Schedule; therefore, an Amendment has been submitted for approval of the higher cost.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO WORK ORDER 2023-#4 WITH O.R. COLAN ASSOCIATES, LLC., AMENDING FEES FOR APPRAISAL SERVICES RELATED TO RAINBOW CURVE IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00); AND FOR OTHER PURPOSES.

WHEREAS, Work Order 2023-#4, with O.R. Colan Associates, LLC., is needed for amending fees for appraisal services on the Rainbow Curve Improvements (PIIP22-0029);

WHEREAS, the change in fees is attributable to ten (10) additional tracts needing appraisals required for property acquisitions; and

WHEREAS, this Work Order is funded by the 2021 Street Bond Account.

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

Section 1: The Mayor and City Clerk are authorized to enter into Work Order 2023-#4 with O.R. Colan Associates, LLC., in an amount not to exceed fifty-five thousand dollars (\$55,000.00), amending fees for appraisal services related to Rainbow Curve Improvements (PIIP22-0029);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Dan Weese
Phone:	479-254-2024	For Department(s):	Engineering
Email:	dweese@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☒ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution for the FY2023 Flood Mitigation Assistance Grant
Action Recommendation & Justification:	Staff recommends accepting grant funds, to study and form conceptual design for drainage improvements for Little Osage Tributary 2. No budget adjustment is needed at this time.
Additional Comments for Consideration (Optional):	Funds will be provided through the FY2023 FMA grant issued by FEMA. The project is estimated to cost \$157,500.00, which includes the City's 25% cost share of \$39,375.00.
Amount for Approval:	\$ 157,500.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

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ARKANSAS NATURAL RESOURCES DIVISION
FLOOD MITIGATION ASSISTANCE GRANT PROGRAM
FY 2023 NOTICE OF INTENT

DUE NO LATER THAN DECEMBER 30, 2023



*If you are filling this form on your computer,
please make sure you save your responses before emailing it to NRD!!*

I. APPLICANT INFORMATION

Community Name: City of Bentonville **County:** Benton

Community Contact

Name and Title: Mayor Stephanie Orman

Address: 305 SW A St
Bentonville, AR 72712

Phone: 479-271-5966

Email: SOrman@bentonvillear.com

II. MITIGATION PLAN

Is the jurisdiction covered by a current FEMA approved Mitigation Plan? ☒ YES ☐ NO

Name of Plan: FEMA-4441-DR-AR, Project #0008 Benton Cour **Plan Approval Date:** 01/04/2022



**IF YOUR COMMUNITY IS NOT PART OF AN APPROVED MITIGATION PLAN, NRD
CANNOT ACCEPT YOUR NOI. CONTACT NRD IF YOU HAVE ANY QUESTIONS.**

III. PROJECT DESCRIPTION

Project Title: Razorback Drive Drainage Study

Project Location (latitude and longitude): 36°21'29.85"N 94°12'48.94"W

Specific area affected by the project (County/City/Subdivision/Street):
Bentonville, Benton County, Razorback Dr, SW 12th St, SW 11th St

Number of INDIVIDUALS this project will protect: 138

Number of STRUCTURES this project will protect: 60

Does the project protect a critical facility? If yes, please explain. ☐ YES ☒ NO

IV. PROJECT TYPE

Pick the **ONE** option that best fits your proposed project. You can not pick multiple project types! You can, however, submit multiple proposals.

For example, if your community needs funding to develop a Severe Repetitive Loss/Repetitive Loss Strategy Plan **and** also plans to buy-out several Repetitive Loss properties two separate NOIs must be submitted: one NOI for Severe Repetitive Loss/Repetitive Loss Strategy Plan Development (Option # 17) and a separate NOI for Property Acquisition and Structure Demolition/Relocation (Option # 1).

If you are unable to identify the correct project type, please contact NRD for guidance.



PICK ONLY ONE!

#	PROJECT TYPE	CLASS*
☐ 1	Property Acquisition and Structure Demolition/Relocation	IFM
☐ 2	Non-structural Retrofitting of Existing Buildings and Facilities	IFM
☐ 3	Structure Elevation	IFM
☐ 4	Mitigation Reconstruction	IFM
☐ 5	Dry Floodproofing of Historic Residential Structures or Non-residential Structures	IFM
☐ 6	Structural Retrofitting of Existing Buildings	IFM
☐ 7	Floodwater storage and diversion (bioretention ponds, detention ponds, bioswales, surface grading, outfalls, etc.)	LFRR
☐ 8	Stormwater management (upsizing/expanding storm sewers, Municipal Separate Storm Sewer System (MS4), culverts, catch basins, increased green infrastructure and pervious surfaces, etc.)	LFRR
☐ 9	Floodplain, wetland, marsh, and riverine restoration and protection (restoring natural ecosystem functions, bulkheads, pump stations)	LFRR
☐ 10	Other combination of green, gray Infrastructure and nature-based solutions	LFRR
☐ 11	Localized flood control projects with co-benefits to other hazards, social, and environmental benefits	LFRR
☐ 12	Multi-Hazard Plan	CACB
☒ 13	Project Scoping: Localized Flood Risk Reduction	CACB
☐ 14	Project Scoping: Individual Flood Mitigation	CACB
☐ 15	Partnership Development	CACB
☐ 16	Enhancing Local Floodplain Management	CACB
☐ 17	Severe Repetitive Loss/Repetitive Loss Strategy Plan Development	CACB

* IFM Individual Flood Mitigation
 LFRR Localized Flood Risk Reduction
 CACB Capability and Capacity Building

V. SCOPE OF WORK

Provide a detailed description of the project: *(Attach additional documentation if necessary)*

A drainage study is proposed to determine the best course of action to prevent flooding in a repetitive loss area. Both commercial and residential structures lie within this fully developed area of Bentonville. Drainage improvements have taken place previously within Little Osage Tributary 2. The proposed drainage study will focus on flooding near the high traffic intersection of Walton Blvd and Highway 102. This study will analyze the existing stormwater infrastructure and surrounding drainage area in order to develop a conceptual design of regional detention. Hydraulic and hydrologic models will be developed to analyze pipe and inlet capacities as well as overland flow for the contributing drainage area.

V. SCOPE OF WORK (CONTINUED)

Explain how the project reduces hazard risk to your community:

This project will focus on alleviating flooding to a repetitive loss area within the Little Osage Tributary II floodplain and floodway. A drainage study can help determine how to reduce the flooding hazard within this area.

Does this project address climate change or future conditions? If yes, please explain. ☒ YES ☐ NO

The growth rate of development in this area has the potential to contribute to flood risks. Adding regional detention may mitigate some of these risks.

Does this project benefit Severe Repetitive Loss or Repetitive Loss structures? ☒ YES ☐ NO

If yes, please provide the number of structures that will benefit: 22

Have there been previous damages/repairs related to this project? If yes, estimate. ☒ YES ☐ NO

YEAR	ESTIMATED COST	DAMAGES/REPAIR DESCRIPTION
2022	\$685	March 2022 paid out flood damage claims within the area
2021	\$155,000	April 2021 paid out flood damage claims within the area
2017	\$7,415	April 2017 paid out flood damage claims within the area
2013	\$5,506	August 2013 paid out flood damage claims within the area
2004	\$6,044	July 2004 paid out flood damage claims within the area
2000	\$1,975	July 2000 paid out flood damage claims within the area
1992	\$1,495	May 1992 paid out flood damage claims within the area

VI. WORK SCHEDULE

Please list all tasks necessary to implement this project, the duration for each task, and who will complete it.

DESCRIPTION OF TASKS	DURATION (WEEKS)	WORK TO BE COMPLETED BY
Select firms and selection committee members for project SOQ evaluation.	1	Engineering Department
SOQ evaluation	2	Selection committee members
Notice of selection	1	Purchasing Department
Contract negotiations	6	Purchasing and Engineering Department
City council approval of contract	4	Engineering Department and City Council
Notice of award	1	Engineering Department
Kick-off meeting	1	Engineering Department and selected firm
Study period - Surveying (2 weeks) - Develop Hydraulic and hydrologic models (6 weeks) - Drainage report and design alternatives (4 weeks) - Prepare construction plans (12 weeks)	24	Selected firm

VII. COST ESTIMATE

Please provide an estimate of the cost to complete this project.

ITEM OR TASK	COST ESTIMATE
Drainage, hydraulic, and hydrologic surveying	\$ 12,500.00
Topographic and boundary survey	\$ 12,500.00
Develop detailed hydrologic model	\$ 12,500.00
Develop detailed hydraulic model	\$ 12,500.00
Develop design recommendations and alternatives	12500
Prepare Drainage Report including conceptual design and cost estimate	\$ 12,500.00
Prepare Construction Plans	\$ 75,000.00
Project Management	\$ 7,500.00
Total Cost Estimate:	\$ 157,500.00

VIII. COST SHARE

The default cost share is 75% Federal/25% Non-Federal. Contact NRD if you believe you may be eligible for a higher Federal cost-share.

	SHARE (IN DOLLARS)	SHARE (PERCENTAGE OF TOTAL COST)
<i>Proposed Federal Share</i>	\$ 118,125.00	75.00%
<i>Proposed Non-Federal Share</i>	\$ 39,375.00	25.00%
Total	\$ 157,500.00	100.00%

(Total should equal cost estimate)

(Total should equal 100%)

All information in this Notice of Intent is true and correct and the document has been duly approved by the governing body of the community applicant.

Stephanie Orman

Name (print) Must have authority to commit funds.

Date

Mayor

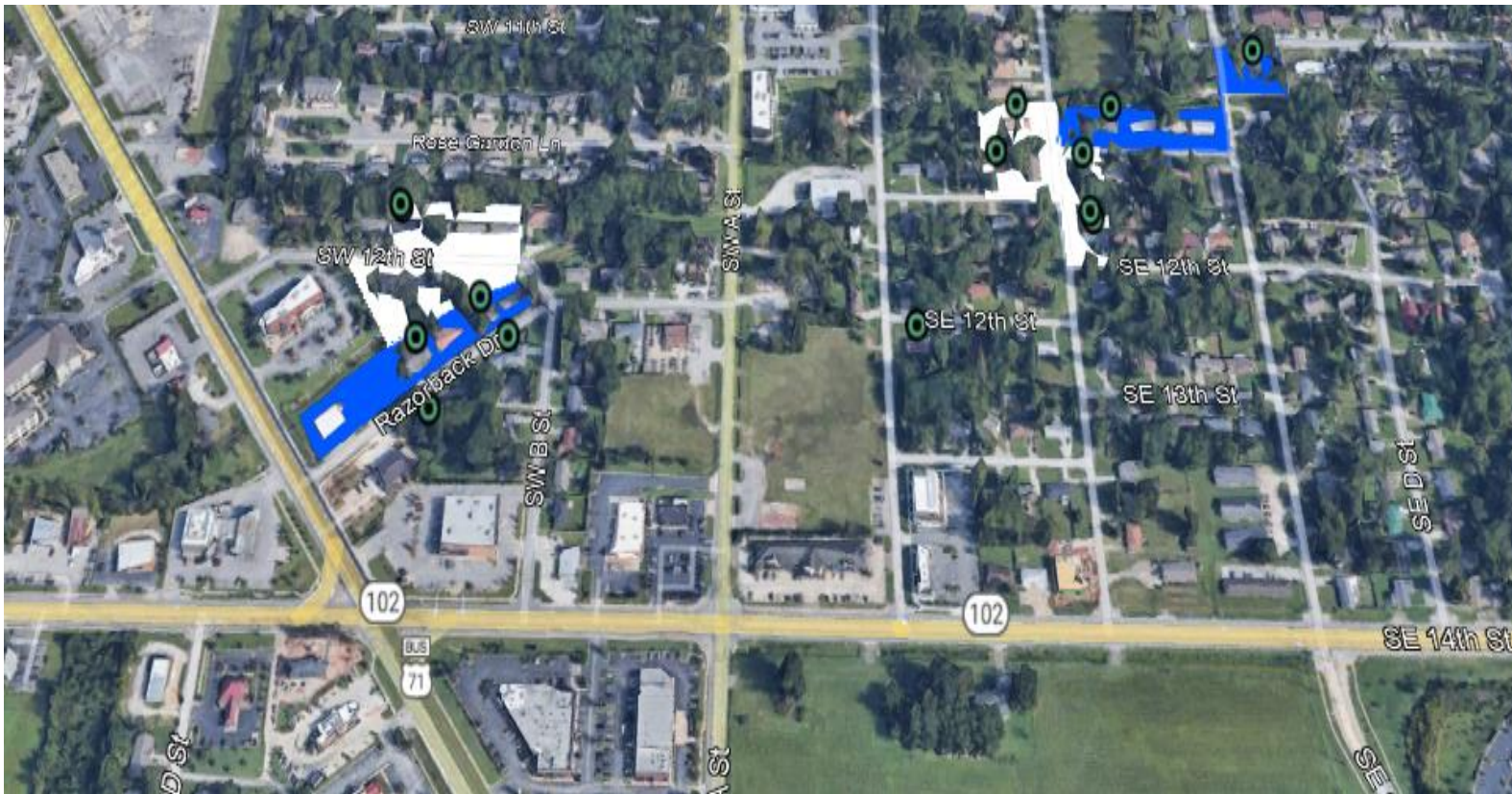
Title (print)

Signature

**DISCLAIMER: This is not an application and does not constitute funding approval by NRD or FEMA.
DO NOT begin project without prior written approval.**

Exhibit 1

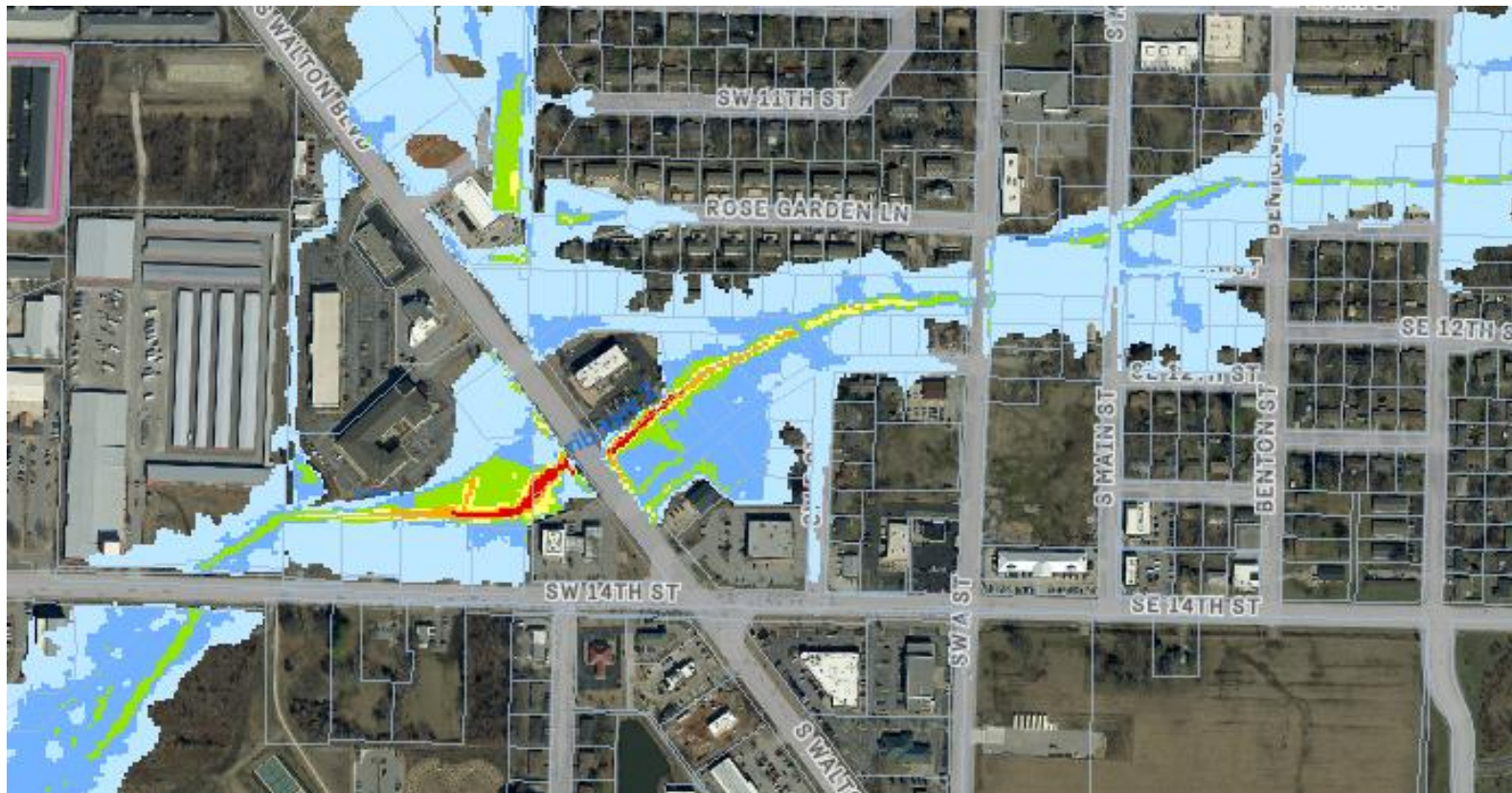
Mitigation Area Map



- Blue and white shaded areas denote areas with multiple structures having suffered a flood loss.
- Green dots denote NFIP flood insurance policyholders.

Exhibit 2

Proposed Study Area with overlain BLE Data



RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF
BENTONVILLE TO UTILIZE FY2023 FLOOD MITIGATION
ASSISTANCE FUNDS ADMINISTERED BY FEMA TO BEGIN
DRAINAGE STUDY AND INITIAL DESIGN TO IMPROVE LITTLE
OSAGE TRIBUTARY 2; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville understands FY2023 Flood Mitigation Assistance (FMA) funds are available at 75% federal participation and 25% local match to begin drainage study and initial design for improvements to Little Osage Tributary 2;

WHEREAS, the City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement;

WHEREAS, the City of Bentonville understands that there will be no reimbursement for any work accomplished prior to the issuance by FEMA of an official Notice to Proceed;

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant;

WHEREAS, the current application requests one hundred fifty-seven thousand five hundred dollars (\$157,500.00) to be put toward the drainage study and initial design work; and

WHEREAS, the local match required for this amount would total twenty-five percent (25%) of the requested funding which is thirty-nine thousand three hundred seventy-five dollars (\$39,375.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BENTONVILLE CITY COUNCIL THAT:

Section 1. The City of Bentonville will participate in accordance with its designated responsibility, including maintenance of this project;

Section 2. The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the environmental and initial design of the above stated project;

Section 3. The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to cooperate with FEMA to initiate action to implement this project; and

Section 4. The required matching funds in the amount of thirty-nine thousand three hundred seventy-five dollars (\$39,375.00) for the drainage study and initial design work for improvements to Little Osage Tributary 2 are hereby committed out of the street construction account pending the approval of the application.

THIS RESOLUTION adopted this _____ day of _____, 2024.

Stephanie Orman, Mayor

ATTEST: _____

(SEAL)



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Sally Boydston
Phone:	479-254-2061	For Department(s):	Transportation Department
Email:	sboydston@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution authorizing SW 28th & SW Featherston Purchase of Wetland Mitigation Credits
Action Recommendation & Justification:	Resolution allowing the Mayor and City Clerk to enter into an agreement with Streamworks Mitigation Services, LLC, authorizing the purchase of 2.17 Wetland Mitigation Credits for the SW 28th St & SW Featherston Street Improvement Project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Total cost is \$43,400.00 and is being paid for with the Street Bond. Corps permit SWL-2022-00130. MUNIS# 21ST0010; PIIP22-0019.
Amount for Approval:	\$ 43,400.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☒ Other(s): Street Bond Fund

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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PURCHASE AND SALE AGREEMENT FOR WETLAND MITIGATION CREDITS

THIS Sales Agreement (hereinafter "**Agreement**") entered into this 9th day of January, 2024 by and between Streamworks Mitigation Services, LLC (hereinafter "**Streamworks**" and sometimes referred to as "**Seller**"), whose address is P.O. Box 23612, Little Rock, AR 72221 and who is the sole owner of the Illinois River Mitigation Bank (hereinafter "**IRMB**"), and the City of Bentonville (hereinafter "**Buyer**").

WHEREAS, Seller is the sponsor of and operates the Illinois River Mitigation Bank in Washington County, Arkansas (the "**Bank**"), established pursuant to the Mitigation Banking Instrument (the "**MBI**") developed for the Bank and approved on February 12, 2015 by the U.S. Army Corps of Engineers (the "**Corps**") and other federal and state member agencies of the Interagency Review Team ("**IRT**"). Purchaser desires to buy from Seller wetland mitigation credits to meet the compensatory mitigation requirements of Purchaser's Corps Permit Application Number SWL-2022-00130 (the "**Permit**"), pursuant to Clean Water Act Section 404, and Seller agrees to sell such wetland mitigation credits to Purchaser, under the terms and conditions set out in this Agreement.

WHEREAS, the verification of the acceptability of the use of the credits purchased by Buyer herein from the Illinois River Mitigation Bank for Benton County, Arkansas, is the sole responsibility of the Buyer;

WHEREAS, as part of the completion of the permit application associated with the above activity, the referenced permitting agency(ies) will impose wetland mitigation requirements; and

WHEREAS, Seller has indicated to the Buyer that this transaction is for wetland credits and the Buyer has identified the type, methodology, basin location and amount of the needed credits and agrees that it is the sole responsibility of the Buyer to verify that the agency(ies) will accept the credits specified herein for the Buyer's wetland impacts.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein it is agreed:

1. **AGREEMENT TO SELL:** Streamworks hereby agrees to sell and Buyer agrees to buy 2.17 wetland mitigation credits ("**Credits**").

2. **PURCHASE PRICE:** The purchase price of the 2.17 wetland credits shall be \$20,000.00 per credit for a total of \$43,400.00 (the "**Purchase Price**") to be paid by Buyer upon the execution of this Agreement.

3. **PAYMENT OF PURCHASE PRICE:** Buyer shall pay to Streamworks the entire Purchase Price upon execution of this Agreement. Payment shall be made to Streamworks Mitigation Services, LLC, and delivered, along with this Agreement, executed by Buyer, to Streamworks Mitigation Services, LLC, Owner, Illinois River Mitigation Bank, P.O. Box 23612, Little Rock, AR 72221. Receipt by Seller of the executed Agreement and full Purchase Price shall constitute an agreement between the parties. Streamworks will not reserve credits prior to

the receipt of this executed Agreement and payment of the entire Purchase Price and reserves the right to terminate without penalty any implied obligation until such receipt. Both parties acknowledge that no agreement exists until this Agreement is executed and the entire Purchase Price is received by Streamworks.

4. **SCHEDULE OF DELIVERABLES:** Within ten (10) working days from the payment of the total Purchase Price (funds must clear Streamworks' deposit account), Seller shall provide a purchase confirmation letter to the Buyer if requested by Buyer. When Buyer receives the applicable agency permit, the Buyer shall within 5 days provide a copy of the permit to the Seller and request that the Seller proceed with the necessary credit ledger modification. If the Buyer does not provide the applicable permit and request to the Seller within a period of one (1) year from the execution date of this agreement, the Seller's responsibilities under this agreement for that particular agency's ledger modification shall be deemed fulfilled.

After receipt of the executed Agreement, full payment of the Purchase Price and applicable permit copy from the Buyer, the Seller shall notify the Corps of the ledger modifications for IRMB. Buyer will cooperate and provide any information needed by Seller regarding Buyer's project and permits. If the Seller is unable to effectuate the ledger modification because of improperly determined credit types, amounts, applicable basin coverage or methodology, the Buyer will be solely responsible for paying any costs associated with any additional credits needed to the extent they are available from the Seller at the time of that determination. In no case shall credits paid for or amounts paid under this Agreement be refunded.

5. **WARRANTY:** Seller warrants that it is a mitigation bank with stream and wetland mitigation credits recognized in its permitted service area by the IRT and has mitigation credits to sell.

The BUYER warrants and acknowledges that it has the sole responsibility to verify the acceptability of the Credits for its use with the subject regulatory agency. The signatory for the Buyer also represents and warrants that it is authorized to sign on behalf of the Buyer and has obtained all necessary approval to do so.

Buyer acknowledges and agrees that it does not have and shall not hereafter have any rights to any monies generated by or related to the Bank (whether the surface or the subsurface of the Bank); or any rights of ownership, use, or otherwise in the Bank.

The parties hereby agree that conclusive evidence of the Credits being released shall be an update of the Illinois River Mitigation Bank's ledger with the Corps for which the Buyer provides a permit copy having credit purchase requirements consistent with the credit purchase specifications here.

6. **LIMITATION OF LIABILITY:** Buyer agrees that the maximum liability incurred by Seller for any claim by the Buyer shall be the Purchase Price paid.

7. **NOTICES:** Any notice required hereunder shall be given in writing and shall be sent by registered or certified mail, return receipt requested, to the parties hereto at the following addresses :

SELLER:

Streamworks Mitigation Services, LLC
P.O. Box 23612
Little Rock, AR 72221

BUYER:

Mayor Stephanie Orman
City of Bentonville
3200 SW Municipal Drive
Bentonville, AR 72712

8. **ATTORNEYS' FEES/VENUE:** If any suit or action shall be instituted to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and reasonable attorneys' fees expended, as part of such suit, action or appeal and venue of any such action shall be in Pulaski County, Arkansas.

IN WITNESS THEREOF, the parties execute this Agreement to be effective upon the date set out above.

Streamworks Mitigations Services, LLC



Jody Duke, Managing Member

City of Bentonville

Mayor Stephanie Orman



Date: January 9, 2024
Invoice# 2023-1227-2

Salesperson	Job# Description
Jody Duke	Purchase of Wetland Mitigation Credits for permit#: SWL-2022-00130

Prepared by: Joel White

7 Glasgow Ct. Little Rock, AR 72211 Phone 501-773-9098

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH STREAMWORKS MITIGATION SERVICES, LLC. FOR THE PURCHASE OF 2.17 WETLAND MITIGATION CREDITS, IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND FOUR HUNDRED DOLLARS (\$43,400.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires the purchase of 2.17 Wetland Mitigation Credits (Corps permit SWL-2022-00130);

WHEREAS, this agreement is for the SW 28th & SW Featherston Street Improvement Project (PIIP22-0019; MUNIS# 21ST0010); and

WHEREAS, this agreement will be paid using Street Bond monies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and Clerk are hereby authorized to enter into an agreement with Streamworks Mitigation Services, LLC., for the purchase of 2.17 wetland mitigation credits related to the SW 28th & SW Featherston Street Improvement Project, in an amount not to exceed forty-three thousand four hundred dollars (\$43,400.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Sally Boydston
Phone:	479-254-2061	For Department(s):	Transportation Department
Email:	sboydston@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution authorizing SW Gator Blvd Purchase of Wetland Mitigation Credits
Action Recommendation & Justification:	Resolution allowing the Mayor and City Clerk to enter into an agreement with Streamworks Mitigation Services, LLC, authorizing the purchase of 3.65 Wetland Mitigation Credits for the SW Gator Blvd-S Morningstar drainage improvement project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Total cost is \$73,000.00 which is being paid for with the Street Bond. Corps permit SWL-2023-00134. MUNIS# 21ST0012; PIIP22-0027.
Amount for Approval:	\$ 73,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): Street Bond Fund

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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PURCHASE AND SALE AGREEMENT FOR WETLAND MITIGATION CREDITS

THIS Sales Agreement (hereinafter "**Agreement**") entered into this 9th day of January, 2024 by and between Streamworks Mitigation Services, LLC (hereinafter "**Streamworks**" and sometimes referred to as "**Seller**"), whose address is P.O. Box 23612, Little Rock, AR 72221 and who is the sole owner of the Illinois River Mitigation Bank (hereinafter "**IRMB**"), and the City of Bentonville (hereinafter "**Buyer**").

WHEREAS, Seller is the sponsor of and operates the Illinois River Mitigation Bank in Washington County, Arkansas (the "**Bank**"), established pursuant to the Mitigation Banking Instrument (the "**MBI**") developed for the Bank and approved on February 12, 2015 by the U.S. Army Corps of Engineers (the "**Corps**") and other federal and state member agencies of the Interagency Review Team ("**IRT**"). Purchaser desires to buy from Seller wetland mitigation credits to meet the compensatory mitigation requirements of Purchaser's Corps Permit Application Number SWL-2023-00134 (the "**Permit**"), pursuant to Clean Water Act Section 404, and Seller agrees to sell such wetland mitigation credits to Purchaser, under the terms and conditions set out in this Agreement.

WHEREAS, the verification of the acceptability of the use of the credits purchased by Buyer herein from the Illinois River Mitigation Bank for Benton County, Arkansas, is the sole responsibility of the Buyer;

WHEREAS, as part of the completion of the permit application associated with the above activity, the referenced permitting agency(ies) will impose wetland mitigation requirements; and

WHEREAS, Seller has indicated to the Buyer that this transaction is for wetland credits and the Buyer has identified the type, methodology, basin location and amount of the needed credits and agrees that it is the sole responsibility of the Buyer to verify that the agency(ies) will accept the credits specified herein for the Buyer's wetland impacts.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein it is agreed:

1. **AGREEMENT TO SELL:** Streamworks hereby agrees to sell and Buyer agrees to buy 3.65 wetland mitigation credits ("**Credits**").

2. **PURCHASE PRICE:** The purchase price of the 3.65 wetland credits shall be \$20,000.00 per credit for a total of \$73,000.00 (the "**Purchase Price**") to be paid by Buyer upon the execution of this Agreement.

3. **PAYMENT OF PURCHASE PRICE:** Buyer shall pay to Streamworks the entire Purchase Price upon execution of this Agreement. Payment shall be made to Streamworks Mitigation Services, LLC, and delivered, along with this Agreement, executed by Buyer, to Streamworks Mitigation Services, LLC, Owner, Illinois River Mitigation Bank, P.O. Box 23612, Little Rock, AR 72221. Receipt by Seller of the executed Agreement and full Purchase Price shall constitute an agreement between the parties. Streamworks will not reserve credits prior to

the receipt of this executed Agreement and payment of the entire Purchase Price and reserves the right to terminate without penalty any implied obligation until such receipt. Both parties acknowledge that no agreement exists until this Agreement is executed and the entire Purchase Price is received by Streamworks.

4. **SCHEDULE OF DELIVERABLES:** Within ten (10) working days from the payment of the total Purchase Price (funds must clear Streamworks' deposit account), Seller shall provide a purchase confirmation letter to the Buyer if requested by Buyer. When Buyer receives the applicable agency permit, the Buyer shall within 5 days provide a copy of the permit to the Seller and request that the Seller proceed with the necessary credit ledger modification. If the Buyer does not provide the applicable permit and request to the Seller within a period of one (1) year from the execution date of this agreement, the Seller's responsibilities under this agreement for that particular agency's ledger modification shall be deemed fulfilled.

After receipt of the executed Agreement, full payment of the Purchase Price and applicable permit copy from the Buyer, the Seller shall notify the Corps of the ledger modifications for IRMB. Buyer will cooperate and provide any information needed by Seller regarding Buyer's project and permits. If the Seller is unable to effectuate the ledger modification because of improperly determined credit types, amounts, applicable basin coverage or methodology, the Buyer will be solely responsible for paying any costs associated with any additional credits needed to the extent they are available from the Seller at the time of that determination. In no case shall credits paid for or amounts paid under this Agreement be refunded.

5. **WARRANTY:** Seller warrants that it is a mitigation bank with stream and wetland mitigation credits recognized in its permitted service area by the IRT and has mitigation credits to sell.

The BUYER warrants and acknowledges that it has the sole responsibility to verify the acceptability of the Credits for its use with the subject regulatory agency. The signatory for the Buyer also represents and warrants that it is authorized to sign on behalf of the Buyer and has obtained all necessary approval to do so.

Buyer acknowledges and agrees that it does not have and shall not hereafter have any rights to any monies generated by or related to the Bank (whether the surface or the subsurface of the Bank); or any rights of ownership, use, or otherwise in the Bank.

The parties hereby agree that conclusive evidence of the Credits being released shall be an update of the Illinois River Mitigation Bank's ledger with the Corps for which the Buyer provides a permit copy having credit purchase requirements consistent with the credit purchase specifications here.

6. **LIMITATION OF LIABILITY:** Buyer agrees that the maximum liability incurred by Seller for any claim by the Buyer shall be the Purchase Price paid.

7. **NOTICES:** Any notice required hereunder shall be given in writing and shall be sent by registered or certified mail, return receipt requested, to the parties hereto at the following addresses :

SELLER:

Streamworks Mitigation Services, LLC
P.O. Box 23612
Little Rock, AR 72221

BUYER:

Mr. Dan Weese
City of Bentonville
3200 SW Municipal Drive
Bentonville, AR 72712

8. **ATTORNEYS' FEES/VENUE:** If any suit or action shall be instituted to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and reasonable attorneys' fees expended, as part of such suit, action or appeal and venue of any such action shall be in Pulaski County, Arkansas.

IN WITNESS THEREOF, the parties execute this Agreement to be effective upon the date set out above.

Streamworks Mitigations Services, LLC



Jody Duke, Managing Member

City of Bentonville

Mayor Stephanie Orman



Date: January 9, 2023
Invoice# 2023-1227-1

Salesperson	Job# Description
Jody Duke	Purchase of Wetland Mitigation Credits for permit#: SWL-2023-00134

Prepared by: Joel White

7 Glasgow Ct. Little Rock, AR 72211 Phone 501-773-9098

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH STREAMWORKS MITIGATION SERVICES, LLC. FOR THE PURCHASE OF 3.65 WETLAND MITIGATION CREDITS, IN AN AMOUNT NOT TO EXCEED SEVENTY-THREE THOUSAND DOLLARS (\$73,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires the purchase of 3.65 Wetland Mitigation Credits (Corps permit SWL-2023-00134);

WHEREAS, this agreement is for the SW Gator Blvd-S Morningstar Drainage Improvement Project (PIIP22-0027; MUNIS# 21ST0012); and

WHEREAS, this agreement will be paid using Street Bond monies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and Clerk are hereby authorized to enter into an agreement with Streamworks Mitigation Services, LLC., for the purchase of 3.65 wetland mitigation credits, related to the SW Gator Blvd-S Morningstar Drainage Improvement Project, in an amount not to exceed seventy-three thousand dollars (\$73,000.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/27/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance approving a Waiver of Bid to Order 3 Phase Transformers
Action Recommendation & Justification:	Ordinance to waive competitive bidding to purchase 3 phase transformers from AECL, in an amount not to exceed \$415,619.00 plus applicable taxes. An emergency clause is required. Approved by Utility Board 5-0. No budget adjustment is required.
Additional Comments for Consideration (Optional):	Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit bids. Lowest quote and lead time: Arkansas Electric in the amount of \$415,619.00
Amount for Approval:	\$ 415,619.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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City of Bentonville Electric Utilities Department
Three Phase Pad-Mount Distribution Transformers
Bid Form

<u>Line Item Number</u>	<u>BEUD Inventory Part Number</u>	<u>KVA</u>	<u>Voltage</u>	<u>QTY</u>	<u>Price Each - AECI</u>	<u>Price Each - Techline</u>	<u>Price Each - Irby</u>	<u>Extended Cost</u>
1	2044	75	120/208	3	\$12,534.00	\$18,698.00	\$20,841.00	\$37,602.00
2	2030	300	120/208	3	\$19,660.00	\$35,502.00	\$34,709.00	\$58,980.00
3	2038	500	120/208	1	\$25,651.00	\$44,341.00	\$49,802.00	\$25,651.00
4	2039	500	277/480	2	\$24,354.00	\$42,926.00	\$40,651.00	\$48,708.00
5	2047	750	277/480	2	\$33,653.00	\$62,618.00	\$52,214.00	\$67,306.00
6	2007	1000	277/480	4	\$44,348.00	\$74,290.00	\$52,607.00	\$177,392.00
Lead Times								
					52-104 weeks	72-74 weeks	78-110 weeks	
								\$415,639.00

DEVIATIONS FROM SPECIFICATIONS

Bidder must itemize all deviations taken to the specifications. If no exceptions are listed, the bid will be considered to be in strict accordance with the specifications.

<u>Paragraph Number</u>	<u>Specification Requirement</u>	<u>Proposed Deviation and Justification</u>

Bid Submitted By: _____

Three Phase Pad-Mount
Transformer Bid Form
Page 1 of 2

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARKANSAS ELECTRIC, FOR THE PURCHASE OF THREE PHASE TRANSFORMERS, IN THE AMOUNT OF FOUR HUNDRED FIFTEEN THOUSAND SIX HUNDRED NINETEEN DOLLARS (\$415,619.00), PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department requires various transformers to provide services to citizens and developments;

WHEREAS, due to current supply chain issues and price volatility with this project, soliciting bids is not feasible; and

WHEREAS, this purchase will be made using budgeted funds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Arkansas Electric for the purchase of three phase transformers in the amount of four hundred fifteen thousand six hundred nineteen dollars (\$415,619.00), plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 – Emergency Clause: Because the need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Rezoning - Payne - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential (RZ24-0002)

1126 Fillmore Street

PC Date: 2/20/2024

Staff Report Details

Project Number	RZ24-0002
Applicant / Current Owner	SunGroup LLC / Margaret Payne
Site Area	+/- 0.29 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-2, Downtown Medium Density Residential
Current Future Land Use Map Designation	Medium Density Residential (MDR)
Requested Future Land Use Map Designation	N/A
Development Type / Use	N/A
Related projects	N/A

Property Description

This property is located along Fillmore Street. It is currently zoned R-1, Single Family Residential and is currently vacant land. Adjacent zonings are R-1, Single Family Residential, DN-2, Downtown Medium-Density Residential, and A-1, Agriculture.

Project Details

N/A

Relationship to the General Plan / Projected Traffic Impact

The Future Land Use Plan depicts this property as Medium Density Residential (MDR) and is surrounded by Medium Density Residential (MDR) and Open Space land use.

Medium-density residential areas include townhouses or duplex residential properties with a typical density of 8–12 units per acre. These areas are found both near Downtown and in some recent growth areas.

These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. The proposed zoning of DN-2 is consistent with the Future Land Use Plan and is compatible with the surrounding development patterns within this area of the city.

Conclusion

This request is consistent with the Future Land Use Plan, and it is consistent with the uses of the surrounding zoning districts and development patterns located in the vicinity.

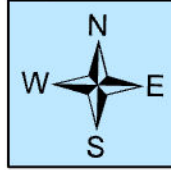
Additional Details

N/A



Legend

 Planning Commission Items



RZ24-0002
 REZONE
 1126 FILLMORE STREET



January 12, 2024

City of Bentonville
305 SW A St.
Bentonville, AR 72712

Rezoning Narrative

Current Zoning Designation: R-1

Proposed Zoning Designation: DN-2

Explanation: Homex International LLC proposes to rezone the property at 1126 Fillmore St, Bentonville AR 72712 (Parcel 01-04622-000) from R-1 to DN-2 in order to update the zoning to match the Future Land Use Map.

Reason to Rezone: The current zoning of R-1 is not reflective of the projected future land use plans. DN-2, the requested change, is compatible with what is allowed under medium density residential zoning.

Change of Future Land Use Map: No change is requested to the Future Land Use Map; this rezoning will bring the parcel into consistent zoning with the surrounding parcels.

Statement of how the property will relate to surrounding properties: Other surrounding properties that front Fillmore St are zoned R-1, R-3, and DN-2.

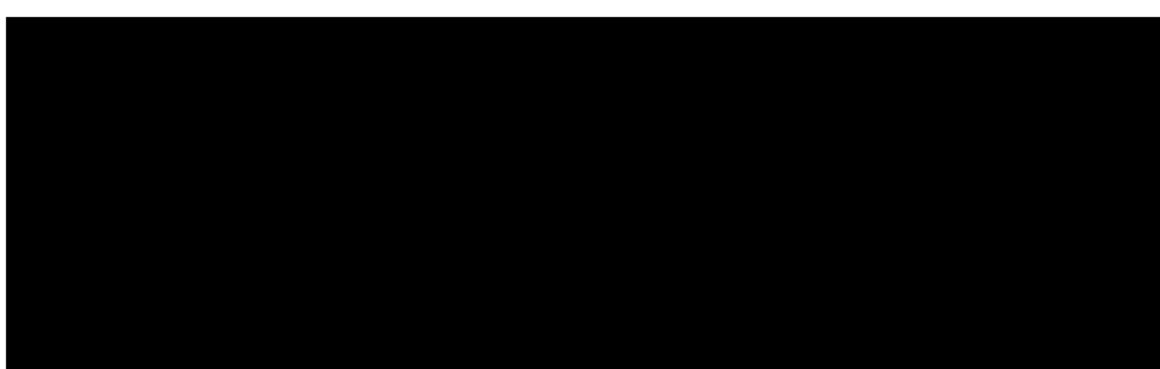
Use: The future use will be consistent with what is allowed with the DN-2 zoning requirements.

Traffic: Traffic flow will fit into the expected future plans for the street.

Signage: None proposed at this time.

Utilities: 6" water line and an 8" gravity sewer line are both available along Fillmore Street, located along the western edge of the parcel.

Respectfully,



Alexandra Tirado
President / COO
Homex International LLC
479-367-1634

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY
RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY
RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0002)**

WHEREAS, Howard and Margaret Payne duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 18, BLOCK 14, W.A. BURKS ADDITION, TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PROPERTY LIEN ADJUSTMENT PLAT ON FILE AS DOCUMENT NO. L202071257.SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IT ANY.SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 20, 2024 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Future Land Use Map Amendment - RLP Developments - Low Density Residential (LDR) to Agriculture (RZ24-0003)

Piercy Road

PC Date: 2/20/2024

Staff Report Details

Project Number	RZ24-0003
Applicant / Current Owner	Halff Associates/RLP Developments, LLC
Site Area	+/- 11.1 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	A-1, Agriculture
Current Future Land Use Map Designation	Low Density Residential (LDR)
Requested Future Land Use Map Designation	A-1, Agriculture
Development Type / Use	
Related projects	

Property Description

The subject property is located along Piercy Road, east of the intersection of Piercy Road and Southwest Barron Road. The property has direct access to Piercy Road. There is currently no use as the property is vacant, with a zoning designation of R-1, Low-Density Single-Family Residential and a land use designation of Low Density Residential (LDR). Surrounding zoning districts include A-1, Agriculture to the south and west, R-1, Low-Density Single-Family Residential to the north, and unincorporated county to the east.

Project Details

The applicant is requesting a rezoning of the property from R-1, Low-Density Single-Family Residential to A-1, Agriculture and a land use amendment from Low Density Residential (LDR) to A-1, Agriculture. The applicant states that the land will be either retained for personal use or be used for a future wedding venue, which would be permitted in A-1 zoning with a Conditional Use Permit. The subject property was rezoned to R-1 under project RZ22-0065 in December of 2022.

Relationship to the General Plan / Projected Traffic Impact

Relationship to the General Plan / Projected Traffic Impact

The subject property falls under Priority Area 3 of the Community Plan, indicating edge growth opportunities where existing utility services are available. While existing infrastructure exists due to the proximity to the Walnut Grove subdivision across Piercy Road, outside of the subject property, little R-1 zoning has made its way south of Piercy Road in this western area of Southwest Bentonville. It would not be inappropriate for this property to revert to an A-1 zoning, even as it was recently rezoned to R-1.

Public Comment

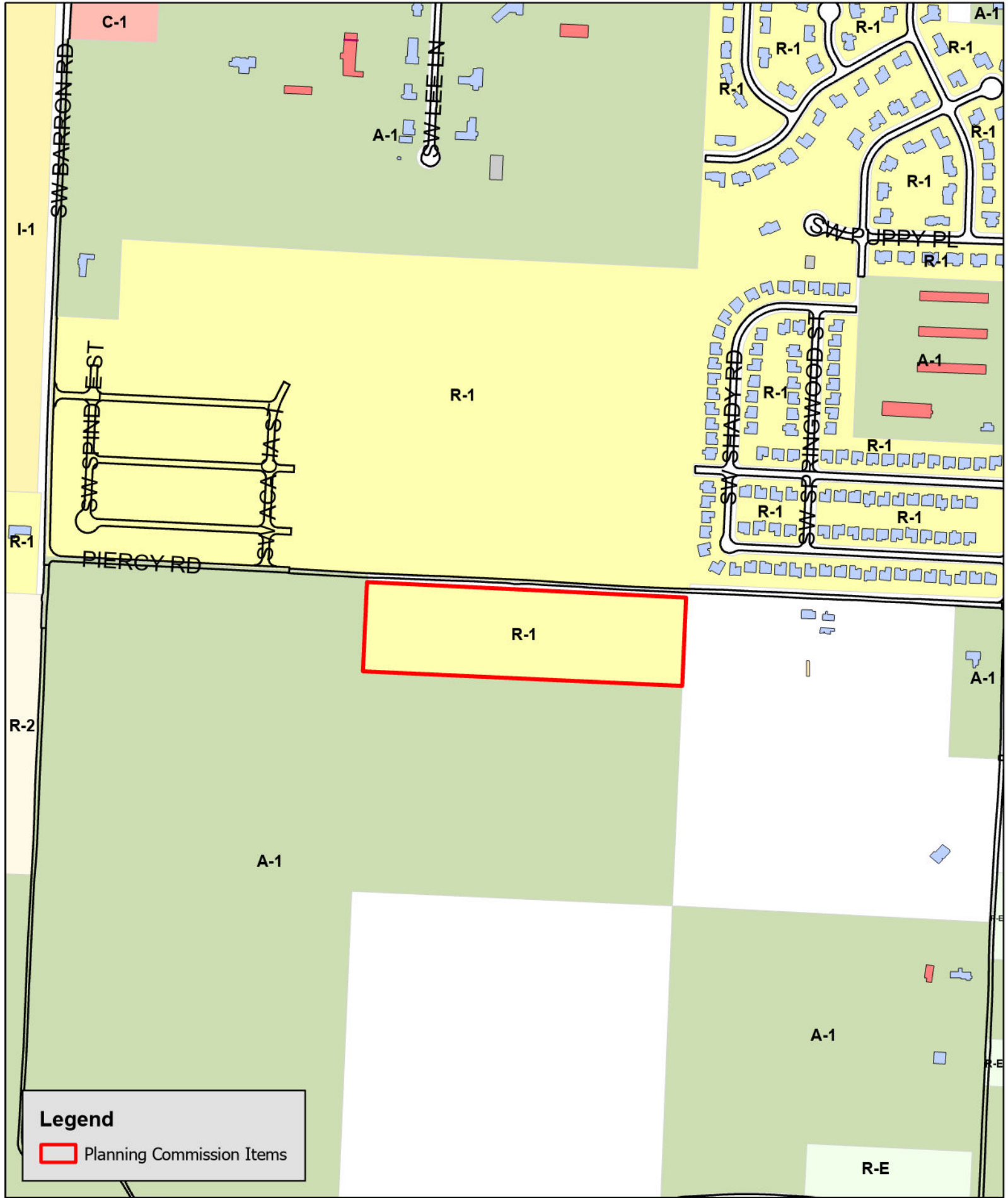
Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

The subject property is situated somewhat uniquely in that it has access to utilities and infrastructure while being in the Edge Growth priority area. This would seemingly qualify the subject property for development, as evidenced by the rezoning to R-1 about a year and a half ago. However, while the property is open to development, it is not obligatory, and so it is equally appropriate for this property to be zoned A-1. A-1 zoning is consistent with the surrounding development pattern and zoning south of Piercy Road but not consistent with the alignment policy for the Low Density Residential Future Land Use classification.

Additional Details



Legend

Planning Commission Items

RZ24-0003
REZONE R-1 to A-1
Piercy Road





January 30, 2024

Planning Department
City of Bentonville
305 SW A Street
Bentonville, AR 72712

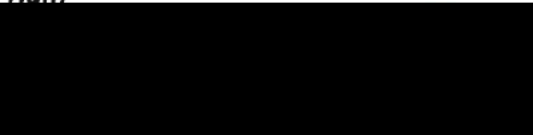
**Re: RLP Developments, LLC, Piercy Road
Bentonville, AR 72713
Rezoning Request**

We are representing RLP Developments, LLC to rezone property on the south side of Piercy Road that is to the southwest of High Meadows subdivision and just south of Walnut Grove Subdivision. The property is currently undeveloped, and the owner would like to return the property back to A-1, Agricultural to facilitate retaining this tract of land for personal use, as well as a wedding venue location.

1. The current zoning designation is R-1, Low Density Single Family Residential. The proposed zoning designation is A-1 Agricultural.
2. The A-1 designation will allow the owner to develop the property as needed based on personal need and for a potential wedding venue.
3. Currently, future land use for this property is Low Density Residential, so we are requesting future land use be amended to Agricultural to allow A-1 Zoning.
4. The use of the property will be determined in the future and will follow Bentonville Municipal Code.
5. The property will have access points to Piercy Road to the north.
6. Signage, if any, will meet all city sign ordinances.
7. The appearance of the development is not known at this time. The development will follow the Bentonville Municipal Code.
8. There will be an 8" PVC waterline and 8" PVC sanitary sewer line via the Walnut Grove Subdivision to the north of this property.

Sincerely,

Halff



Carl Cooney, Jr. P.E., CFM
Project Engineer

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE
MAP FOR A SPECIFIC AREA FROM LOW-DENSITY RESIDENTIAL TO
AGRICULTURE; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0003)**

WHEREAS, RLP Developments LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of LOW-DENSITY RESIDENTIAL to AGRICULTURE, which property is described as follows:

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, BEING MORE PRACTICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION TWENTY-ONE (21), SAID POINT BEING IN PIERCY ROAD AND FROM WHICH A ½" REFERENCE IRON BEARS S02°30'39"W 28.93 FEET FROM SAID CORNER; THENCE SOUTH 2°30'39" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) A DISTANCE OF 363.47 FEET TO A POINT; THENCE LEAVING SAID EAST LINE NORTH 87°23'03" WEST A DISTANCE OF 1,313.57 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE ALONG THE SAID WEST LINE NORTH 2°36'57" EAST A DISTANCE OF 367.34 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE ALONG SAID NORTH LINE SOUTH 87°12'55" EAST A DISTANCE OF 1,312.91 FEET TO THE POINT OF BEGINNING. CONTAINING 11.01 ACRES (479,867 SQUARE FEET) MORE OR LESS. THE ABOVE DESCRIBED 11.01 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF PIERCY ROAD ALONG THE ENTIRE NORTH BOUNDARY;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 20, 2024 at the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of LOW-DENSITY RESIDENTIAL to AGRICULTURE on the City of Bentonville Future Land Use Map;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW
DENSITY SINGLE FAMILY RESIDENTIAL TO A-1, AGRICULTURAL; AND FOR
OTHER PURPOSES.**

(PROJECT NUMBER: RZ24-0003)

WHEREAS, RLP Developments LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to A-1, AGRICULTURAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, BEING MORE PRACTICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION TWENTY-ONE (21), SAID POINT BEING IN PIERCY ROAD AND FROM WHICH A ½" REFERENCE IRON BEARS S02°30'39"W 28.93 FEET FROM SAID CORNER; THENCE SOUTH 2°30'39" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) A DISTANCE OF 363.47 FEET TO A POINT; THENCE LEAVING SAID EAST LINE NORTH 87°23'03" WEST A DISTANCE OF 1,313.57 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE ALONG THE SAID WEST LINE NORTH 2°36'57" EAST A DISTANCE OF 367.34 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE ALONG SAID NORTH LINE SOUTH 87°12'55" EAST A DISTANCE OF 1,312.91 FEET TO THE POINT OF BEGINNING. CONTAINING 11.01 ACRES (479,867 SQUARE FEET) MORE OR LESS. THE ABOVE DESCRIBED 11.01 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF PIERCY ROAD ALONG THE ENTIRE NORTH BOUNDARY;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 20, 2024 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to A-1, AGRICULTURAL.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to A-1, AGRICULTURAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk