Bentonville Utility Board
Meeting Agenda
December 2, 2025
11:30 AM
Bentonville City Hall

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: November 18, 2025

I. New Business

1. **Update on Water Line Leaks** — **Informational**

   Update on contractor progress and our purchase of water.

2. **Resolution for Bella Vista Village Property Owner's Association Wholesale Water Contract Extension** — **Resolution**

   Request the Mayor and City Clerk to enter into a contract extension agreement with the City of Bentonville and Bella Vista Village Property Owner's Association for a time period of 3 months set to expire on March 31,2026. No budget adjustment is needed.

3. **Resolution Approving a Budget Adjustment to Allocate Additional Funds for IDIQ** — **Resolution**

   Staff requests approval of a Resolution amending the 2025 budget in the amount of $500,000.00 to continue water service line replacement work. The total amendment will be allocated as follows: $300,000.00 to Mo-Ark Utilities and $200,000.00 to Calcon, Inc. A budget adjustment is needed.

4. **Resolution for Spring Creek-Vaughn Sanitary Cost Share Agreement with RLP Development LLC** — **Resolution**

   Staff recommends approval of a Development Agreement with "RLP Developments LLC." for 1,285 feet of sewer upgrades associated with Walnut Grove Phase 4 off-site upgrades. 385 feet of the upgrades were not required with the proposed project but are included in this cost to build the entire section so it's appropriately sized for the build out of this basin. No budget adjustment is needed.

5. **Resolution Approving Spring Creek Vaughn Construction Administration Services** **Resolution**

This resolution authorizes the Mayor and City Clerk to enter into an amended agreement with Crafton, Tull & Associates, Inc. for construction services in the amount of $115,770.00 for the Spring Creek – Vaughn Gravity Sewer project This amendment increases the original contract total to $201,822.00. CTA was chosen following the standard procurement process. No budget adjustment is needed.

6. **Resolution Awarding Bid for Spring Creek-Vaughn Gravity Sewer Improvements Construction** **Resolution**

Staff requests council award bid IFB-25-77 to Ground Zero Construction Inc in the amount of $1,818,008.00 for construction of a new 18" and 24" sanitary sewer interceptor for the Spring Creek- Vaughn project. This is a budgeted item. No budget adjustment is needed.

7. **Resolution to Award Bid IFB-25-82 for Street Materials (Premix) to Emery Sapp & Sons** **Resolution**

Resolution awarding IFB-25-82 to the lowest bidder. No budget adjustment is needed.

8. **Resolution to Award Bid IFB-25-82 for Street Materials (Stone) to APAC** **Resolution**

Resolution awarding IFB-25-82 to the lowest bidder. No budget adjustment is needed.

9. **Resolution to Award RFP-25-48 for Bill Design and Print to Doxim** **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Doxim for Bill Redesign and Print services as a result of their submission to the City's Request for Proposal (RFP)-25-48 to provide bill design and printing services for the Utility Billing department. No budget adjustment is needed.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

- [x] Informational
- [ ] Bid Award
- [ ] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause

- [ ] Ordinance
- [ ] Resolution
- [x] Informational

Title, Recommendation & Justification

Title:	Update on Water Line Leaks
Action Recommendation & Justification:	Update on contractor progress and our purchase of water.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

Is this Item Budgeted? [ ] YES [ ] NO [x] ITEM HAS NO COST [ ] OTHER:___________________________________

Budget Adjustment *(to be completed by Finance when applicable)*

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):

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Preston Newbill
Phone:	479-271-3143	**For Department(s):**	Water
Email:	pnewbill@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 Bella Vista Village Property Owner's Association Wholesale Water Contract Extension
Action Recommendation & Justification:	Request the Mayor and City Clerk to enter into a contract extension agreement with the City of Bentonville and Bella Vista Village Property Owner's Association for a time period of 3 months set to expire on March 31,2026. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Due to the existing wholesale water agreement expiring January 1 2026 it is necessary to have a contract extension agreement for 3 months to finalize the revised wholesale water agreement.
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
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):____________________

Budget Impact Notes for Consideration (Optional):

2005

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AGREEMENT

This AGREEMENT, made and entered into this 22nd day of Dec, 2005, by and between the City of Bentonville, Arkansas, an Arkansas municipal corporation, hereinafter call the "CITY" and Bella Vista Village Property Owners Association, Benton County, Arkansas, a non- profit corporation, hereinafter called the "VILLAGE";

WITNESSETH THAT:

WHEREAS, the Village is owner of a water system providing retail water supply to a planned residential community known as Bella Vista Village, Arkansas; and

WHEREAS, water is being supplied to the VILLAGE by the CITY through two metering stations; one being located at Cold Cave Drive Pumping Station and, the other at Bridgewater pumping station; and

WHEREAS, the Village, to provide for its present and future potable water needs, desires to continue the purchase of treated water from the CITY; and

WHEREAS, the CITY has facilities or is committed to construct facilities to insure that the VILLAGE, other wholesale customers and its customers receive an adequate supply of water and continues to be committed to incur the obligation to maintain those facilities; and

WHEREAS, the CITY purchases treated water from the Beaver Water District; and

WHEREAS, the VILLAGE is willing to make a commitment to purchase a portion of the CITY'S total water purchased from Beaver Water District to provide the VILLAGE'S water supply needs hereinafter outlined in this agreement for the term of this agreement; and

WHEREAS, the VILLAGE desires to be assured that the CITY continues to have the facilities necessary to provide the VILLLAGE with adequate water service and a supply of potable water; and

WHEREAS, Arkansas State law specifically authorizes cities to provide water service outside their corporate limits where the demand for such service is sufficient to produce revenues that will cover the cost of such service:

NOW THEREFORE, in consideration of the mutual covenants hereinafter expressed, it is agreed as follows:

1. That the CITY will deliver to the VILLAGE potable treated water, meeting standards set forth by Federal and State agencies having authority to establish water quality standards that uniformly apply to the Beaver Water District and to the CITY and its (their) customers and as those standards may be amended from time to time.

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That both parties understand and agree that the VILLAGE shall pay only the corrected volume of water registered on the master metering equipment provided by the CITY for that purpose.

The CITY will furnish said water at the Cold Cave Drive delivery point at a normal minimum pressure of 100 pounds per square inch gauge (psig). The CITY will also deliver said water at the Bridgewater delivery point at a normal and minimum pressure of 50 psig.

The CITY shall provide available capacity to the VILLAGE of 2.0 million gallons per day (MGD) at the Cold Cave metering station and 3.7 MGD at the Bridgewater metering station, except during an emergency condition whereby the maximum rate could be exceeded with mutual consent of the CITY and the VILLAGE.

2. That the VILLAGE will pay the CITY for wholesale treated water purchased in three (3) parts; The first portion of costs that the VILLAGE will pay to the CITY is a net delivery charge for Operation, Maintenance and Repair of the CITY infrastructure specifically servicing the VILLAGE, including other reasonable and associated water utility operational costs (such as billing, etc) incurred by the CITY and hereinafter referred to as the WHEELING CHARGE. The second portion of cost that the VILLAGE will pay to the CITY is the Water Charge component reflecting the "Pass Through" charges for the Beaver Water District wholesale water charge incurred on behalf of the VILLAGE. This portion hereinafter will be referred to as the BULK WATER CHARGE. The third being a proportional share of the Capital Costs for the new 48-inch diameter transmission main from the Beaver Water District and the 2.0 MG elevated water storage tank that will specifically service the VILLAGE and hereinafter be referred to as the CAPITAL COST SHARE.

WHEELING CHARGE: That the VILLAGE will pay for the sum of metered water volume from the two metering sites, adjusted for the tested meter accuracies, at a unit price per 1,000 gallons for a period not exceeding two (2) years as provided hereinafter. This initial two-year unit price per thousand gallons shall be based upon the final negotiated cost of service rate for the reasonable Net Delivery Charge incurred by the CITY. This unit price per thousand gallons shall be effective on January 1, 2006 and extend for a two-year period thereafter, subject to unit price adjustments as otherwise provided herein. The Parties further agree that the existing Debt service costs, presently included in the WHEELING CHARGES, will be paid consistent with the existing loan re-payment schedule for the CITY for Principle and Interest for the remaining 10- year life of the existing Loan, and maturing on or about December 1, 2015, with the VILLAGE share not to exceed seventeen and one-half percent (17.5 %).

The initial rate shall be $0.7064 per 1000 gallons for the first 700.00 MG purchased. The rate for subsequent 50 million gallon increments shall be:

700.001 to 750.000 MG rate shall be $0.2374 per 1,000 gallons.
750.001 to 800.000 MG rate shall be $0.2070 per 1,000 gallons.

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800.001 to 850.000 MG rate shall be $0.1945 per 1,000 gallons.
850.001 to 900.000 MG rate shall be $0.1834 per 1,000 gallons.
900.001 to 950.000 MG rate shall be $0.1735 per 1,000 gallons.
950.001 to 1,000.000 MG rate shall be $0.1645 per 1,000 gallons.
Greater Than 1,000.000 MG rate shall be $0.1564 per 1,000 gallons.

BULK WATER CHARGE: The VILLAGE will compensate the CITY for the "Pass Through" net volumetric charges from BWD for the corrected metered water volume as describe under Wheeling Charges. The CITY shall receive a markup of one percent (1.0 %) added onto the BWD net Bulk Water Unit Charge. The BWD unit volumetric charge shall be adjusted timely in accordance with periodic and retroactive adjustments.

The initial rate shall be $1.16 per 1000 gal. BWD base rate plus 1% markup for total bulk water charge of $1.1716 per 1000 gal.

CAPITAL COST SHARE: The VILLAGE will share in the costs of the new transmission system from the Beaver Water District to service the CITY's retail and wholesale customers. The parties acknowledge and agree that the VILLAGE shall become a shareholder and shall acquire equity and ownership in a pro-rata capacity allocation of Seventeen and one-half percent (17.5 %) totaling about 7.105 MGD maximum day capacity based on a reasonable transmission system maximum day capacity of 40.6 MGD. The CITY will retain physical ownership and shall be solely responsible for all operation-maintenance-repair responsibilities in the new transmission system. The costs for such O-M-R shall be included in the cost element of WHEELING CHARGES as part of the CITY's operating expenses, as aforementioned and described. This Seventeen and one-half percent (17.5 %) capacity allocation shall be vested in and to the VILLAGE and they may reallocate via sale or lease any part of the unutilized capacity to the CITY or another wholesale customer (or shareholder) of the CITY utilizing treated water transmission capacity, as may be applicable, under any terms and conditions mutually agreeable to any transferee shareholder and transferor shareholder within the current or future affected wholesale customer group of the CITY. The Parties agree that the reasonable total project costs for planning-design-construction-startup of the new transmission system infrastructure will be about $ 21,308,000.

In like manner, the VILLAGE shall receive full credit for the reflected pro-rata capacity equity from the sale value of $7,417,000 for the existing transmission systems for the two current (24-inch and 30-inch) transmission mains and appurtenances owned by the Rogers Water District that will be replaced with the new CITY built transmission system. Such pro-rata share will be based upon prior contribution of payments by VILLAGE to the CITY for Principal and Interest and Depreciation A/C Fund costs that were included within the previously paid wholesale rates.

The Parties further agree that the net CAPITAL COST SHARE to be paid by the VILLAGE will be two hundred forty (240) monthly payments of $ 12,313.19, for Principle and Interest consistent with the $12,000,000-dollar ANRC loan re-payment schedule for the 20-year life of the Loan at 3.5% interest to the CITY.

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The VILLAGE will not participate in and the CITY will herewith agree not to initiate any Depreciation Fund payments on subject new Transmission System for the duration of this contract. The parties agree that the probable useful lives of the new transmissions system elements to be upwards of 75-years to 100-years from date of construction.

3. That it is further agreed by the parties that the minimum total volume purchased per year by the VILLAGE will be 700 million gallons. In the event the total annual volume purchased by the VILLAGE is less than 700 million gallons, the CITY will promptly submit an adjustment bill identifying the corrected actual volume metered (and purchased), the volume increment to reach an annual minimum volume of 700 million gallons, and the balance payment due for wheeling charges to the CITY based on this minimum total annual volume. The adjustment bill shall exclude charges associated with the bulk treated water costs by the Beaver Water District. The adjustment bill shall be due and payable within the time set forth hereinafter of the receipt of bill from the CITY.

4. That no later than three months prior to each subsequent January 1st two year anniversary of this agreement, the CITY shall complete and deliver to the VILLAGE an analysis of the cost of water via study and report performed on a cost of service basis to up-date wheeling charge component in accordance with the terms of American Water Works Association Rate Manual M-1, as amended from time to time. The cost of service analysis will include consideration of all classes of customers in accordance with generally accepted cost of service methodology. A registered professional engineer, approved by both the CITY and the VILLAGE, who has demonstrated long-term experience in preparing utility rate and cost of service analysis, shall perform the analysis. The resulting wheeling charge component rate determined by said analysis will be charged by the CITY until the subsequent two-year anniversary analysis is performed. The Cost of Service Study requirement may be waived for any given year with the concurrence of the governing bodies of both the CITY and the VILLAGE.

"Cost of Service Methodology". The methodology to be used by CITY to determine the cost of providing water to the VILLAGE refers specifically to the "Base - Extra Capacity Method" of allocating Cost of Service as described in the Water Supply Practices Manual M-1 published by the AWWA. As applied to this Agreement, "Cost of Service Methodology" defines the revenue requirements of the CITY on a utility basis as set forth in the M1 Manual and will be implemented using the cost of service analysis described in Section 6(B) in determining applicable water rates. The utility basis defines the costs of service as the sum of operations and maintenance costs, an allowance for depreciation and an allowance for return on capital. However, as used herein the definition of "Cost of Service Methodology" limits the revenue requirements of the CITY to operations and maintenance costs plus an allowance for depreciation not including those facilities identified in Part 2, "Capital Cost Share". The return on capital investment shall not exceed the current prime rate established by the federal reserve bank year-end value preceding the date of the study.

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5. That the VILLAGE, at its own expense, has the right to have a Cost of Service study performed at any time and that the CITY agrees to provide all reasonable and relevant information appropriate for the Cost of Service study to be performed. It is agreed that such Cost of Service Study performed by the VILLAGE is in no way binding upon the CITY but may be used in negotiations for rate making purposes. Both parties agree to work together to resolve any cost of service study differences to the mutual benefit of each other.

6. That in the event that Beaver Water District adjusts the cost of treated water purchased by the CITY during the intervening period between the two-year rate period prescribed in Section 2, the CITY shall immediately adjust concurrently on the effective date the VILLAGE's BULK WATER RATE in the amount of the net adjustment of the raw water cost.

7. That the CITY and VILLAGE both covenant and agree that each will abide by all rules, regulations and specifications of the Arkansas Department of Health and Human Services (ADHHS) and the U.S. Environmental Protection Agency (USEPA) applicable to the protection and safety of public water supply systems.

8. The VILLAGE shall pay all costs, charges and all expenses incidental to construction, maintenance and operation of its own water distribution system and all costs, fees and expenses that may be entailed or incurred in providing any mains or any other distribution facilities from the two respective metering sites of the CITY for the VILLAGE. In like manner, the CITY shall pay all costs, charges and all expenses incidental to construction, maintenance and operation of its own water distribution system. The CITY shall pay all costs, charges, fees and all expenses that may be entailed or incurred in providing any mains devoted for the delivery of wholesale water to the VILLAGE.

9. That the CITY shall use all reasonable diligence to provide and maintain an uninterrupted water service to the VILLAGE, but in case of cessation, deficiency, variation in pressure or any other failure or reversal of the service resulting from Acts of God, public enemies, strikes, riots, wars, repairs, orders of any court or any other act reasonably beyond the control of the CITY, the CITY shall not be held responsible to the VILLAGE or any other person for the damage either directly or indirectly resulting from such interruption or failure.

10. That if interruptions in service to the VILLAGE, it shall become necessary due to repair, extension or rehabilitation of the system, the VILLAGE shall receive timely prior notice of such outage and when the event can be reasonably scheduled, written notice shall be not less than thirty (30) days prior to commencement of any such work.

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Should the CITY be unable or unwilling to supply adequate water volume or if the water demand rate of the VILLAGE cannot be met, as defined by this Agreement in Part 1 until Year 2025 and thereafter the Max Day will be 7.105 MGD as defined in Part 2, the VILLAGE may obtain emergency or long term water service from any other source. During such period of interrupted or limited service, the VILLAGE would have relief from the minimum "take and pay" provision equal to the volume of water that the CITY is unable to deliver and which must be purchased and supplied from a source other than the CITY.

11. That the CITY hereby reserves the right to discontinue supplying water to the VILLAGE under this AGREEMENT without notice for any of the following reasons:

a. Fraudulent misrepresentation as to the condition of the VILLAGE's distribution system as it relates to the protection and safety of the public water supply.
b. For emergencies where damage to property, equipment or life are likely to occur.
c. By order of the Arkansas Department of Health and Human Services or the U.S. Environmental Protection Agency.
d. If any rules and regulations of the Arkansas Department of Health and Human Services or the U.S. Environmental Protection Agency relating to the safety and protection of the public water supply are being abused or violated, as determined by the regulating agency.
e. For nonpayment as set forth in this agreement.

12. That metering equipment shall be tested annually for accuracy by an independent and duly qualified firm/agency retained by the CITY to ensure accuracy of measurement. The VILLAGE shall be notified at least three (3) days in advance of the time of such test and shall have the right to monitor such test. Each of said metering devices shall be within acceptable standards or shall be immediately repaired, refurbished or otherwise replaced with equivalent quality metering devices to conform within acceptable standards as recommended and accepted by the American Water Works Association. All billable water volumes shall be corrected based upon the averages of the as found and the as-restored test results. The CITY shall have full control of the metering equipment at all times and shall continue to be committed to incur the obligation to maintain those facilities and equipment annually to recommended standards of the American Water Works Association.

13. That the CITY shall read each meter on the first normal working day of each month and a statement rendered as hereinbefore provided. The invoicing and payment schedules by the respective parties shall be in accordance with the following procedures. The bill shall be presented to the VILLAGE for payment within five (5)

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calendar days of the reading date described above. The bill shall be due and payable by the fifteenth (15th) day following the date of the bill for the prior month's water purchased. After the due date each month, a one percent (1%) late penalty will be added to the bill to help defray the cost of handling and processing, and the CITY will provide prompt written notice of nonpayment to the VILLAGE by hand-delivery. If payment has not been received by the twenty-fifth (25th) day after date of bill, the water supply may be discontinued for nonpayment.

In the event the VILLAGE contests a billing by the CITY, the VILLAGE shall pay the full amount of the uncontested portion(s) in accordance with the above paragraph. In the event the VILLAGE is concluded to owe any portion of the contested amount, the VILLAGE will pay the remainder amount within fifteen (15) days following resolution of the contested portion(s).

14. That the VILLAGE may have its representative read the master meters at the time of regular reading if so desired, or the VILLAGE may request that the meters be checked or re-read in order to verify its record, and the VILLAGE shall have the right to read said master meter(s) at any other time it deems such action is warranted. If however, the meter(s) is/are removed for testing more frequently than one accuracy test per year per meter(s) at the request of VILLAGE, and the meter(s) is/are found to be within the tolerances for accuracy as previously established in this AGREEMENT, the VILLAGE shall bear all reasonable costs for removal and testing connected therewith. Otherwise, the CITY will bear all costs for the test; volumetric usage during periods of absence of the master meter operation for testing purposes shall be based on the average daily and hourly volume for the corresponding month of the previous year proportioned for the actual hours the meter was out of service.

That the CITY will simultaneously furnish to the VILLAGE the meter data signal and information provided by the metering facility devices should the CITY automate or upgrade its master metering sites with system control and data acquisition (SCADA) information system(s) at no extra charge. In the absence of such facilities being available by the CITY, the CITY will permit the VILLAGE to furnish and install automated metering devices, approved by the CITY, for SCADA application by the VILLAGE at the VILLAGE's sole cost for installation.

15. That the VILLAGE covenants and agrees that in the event of no registration by the master meters, the CITY may render an average bill to the VILLAGE for that portion of the month in which the nonregistration occurred. The volumetric usage to be used for the average bill shall be calculated based on the actual daily and hourly-metered volumes for the previous three months proportioned for the actual hours the meter was out of service.

16. That the VILLAGE covenants and agrees that it will accept and participate to the extent of its authority in any program where water rationing may become necessary due to an emergency resulting from limited supply of water, failure of

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transportation system, pumping equipment, plant equipment, electrical facilities, or from any other source beyond the control of the CITY, provided that all retail and wholesale customers of the CITY are likewise required to follow like rationing guidelines.

17. That this agreement shall remain in full force and effect for an initial period of twenty (20) years from and after the effective date of this agreement, and shall automatically renew for subsequent five (5) year periods thereafter. Any party wishing not to renew this agreement at the conclusion of the initial term, or any five-year term thereafter, must submit a written notice of non-renewal at least twelve (12) months prior to the date that the agreement would otherwise renew. The party to whom a notice of non-renewal is submitted shall acknowledge receipt of the notice in writing within thirty (30) days of the date of the non-renewal notice.

18. The parties agree to act in good faith and use due diligence in meeting their respective obligations under this agreement.

19. This agreement may be executed in counterparts, which together shall constitute a single agreement.

20. If at anytime both parties are unable to resolve a dispute over the terms and conditions of this agreement, either party may request in writing that the matter be submitted for determination by an arbitrator. A party shall give or withhold its consent in writing within ninety (90) days of being formally requested to give consent. Upon mutual consent of both parties to proceed, the parties shall appoint one (1) arbitrator. If the parties cannot agree on the arbitrator, a Judge in a court of competent jurisdiction shall select the arbitrator. The arbitrator may hold such hearings and require such briefs as the arbitrator determines to be necessary. The arbitrator shall issue written decisions within fifteen (15) business days of the final hearing or the final submission of any material requested by the arbitrator. The decision of the arbitrator shall be binding upon the CITY and the VILLAGE. The cost of arbitration shall be equally shared and paid by the CITY and the VILLAGE.

21. That this agreement and all of the provisions hereof shall be binding upon and insure to the benefit of the parties hereto, their successors or assigns, and supersedes any other prior contract (s) for water purchase between the parties. Both parties agree and consent that neither this agreement nor any of the rights, interest, nor obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party except as herein provided.

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22. All notices, request, demands and other communications under this agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the CITY:	If to the VILLAGE:
City of Bentonville Mayor's Office	Bella Vista Village POA
117 W Central	101 Town Center
Bentonville, Arkansas 72712	Bella Vista, Arkansas 72714
ATTN: Mayor	ATTN: General Manager

23. That the effective date of this AGREEMENT shall be the 1st day of Jan, 2006.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Bentonville, Benton County Arkansas, by authority of a resolution adopted by the City Council of the City of Bentonville, have hereto set their hands and caused the corporate seal to be hereunto affixed, and the President and Secretary of Bella Vista Village Property Owners Association, Benton County, Arkansas have hereunto set their hands and seals, all of the date first above written.

CITY OF BENTONVILLE, ARKANSAS

[redacted]

ATTEST;

TERRY COBERLY, Mayor

[redacted]

SUZANNE GRIDER, City Clerk

BELLA VISTA VILLAGE
PROPERTY OWNERS ASSOCIATION

[redacted]

ATTEST:

TOMMY BAILEY, President-General Manager

[redacted]

KATHY FERGUSON, Corporate Secretary

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Clean Draft_5 12/19/2005 LW

File: C:\LRW\MH\TB\Bentonville Water\WaterContractBentonville120905 R_121905_LW Clean

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Contract Extension Agreement

This Contract Extension Agreement (the "Extension") is made and entered into by and between the parties to the contract between the City of Bentonville and Bella Vista Village Property Owners Associated dated December 22, 2005, which is set to expire on December 31, 2025, ("Original Agreement").

1. Extension of Term. The parties agree to extend the term of the Original Agreement for an additional three (3) months, through March 31, 2026.

2. Purpose. The purpose of this Extension is to provide both parties with additional time to negotiate terms of a new or amended agreement or, in the alternative, terminate said agreement.

3. Effect of Extension. Except as expressly modified by this Extension, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Bentonville, Benton County, Arkansas, by authority of a resolution adopted by the City Council of the City of Bentonville, have hereto set their hands and caused the corporate seal to be hereunto affixed, and the President and Secretary of Bella Vista Village Property Owners Association, Benton County, Arkansas, have hereunto set their hands and seals on this _____ day of December, 2025 (for the City) and the _____ day of December, 2025 (for Bella Vista).

____
STEPHANIE ORMAN, MAYOR
CITY OF BENTONVILLE

____
MALORIE MARRS, CITY CLERK
CITY OF BENTONVILLE

____
BELLA VISTA VILLAGE POA, PRESIDENT-GENERAL MANAGER

____
BELLA VISTA VILLAGE POA, CORPORATE SECRETARY

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@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 Approving a Budget Adjustment to Allocate Additional Funds for IDIQ
Action Recommendation & Justification:	Staff requests approval of a Resolution amending the 2025 budget in the amount of $500,000.00 to continue water service line replacement work. The total amendment will be allocated as follows: $300,000.00 to Mo-Ark Utilities and $200,000.00 to Calcon, Inc. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This additional funding will allow the IDIQ contractors to continue working through the end of the year and into 2026. Both contractors are meeting production expectations and are helping to reduce water loss with every service line that is replaced.
Amount for Approval:	$ 500,000.00

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
503020-44450	Pub Works by Proj Maint	$ 500,000.00	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):____________________

Budget Impact Notes for Consideration (Optional):

This budget adjustment will be funded by Utility Fund Reserves.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Beau Thompson
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities (Sewer Rehab)
Email:	Bthompson@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [ ] Bid Award
- [x] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
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- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution for Spring Creek-Vaughn Sanitary Cost Share Agreement with RLP Development LLC
Action Recommendation & Justification:	Staff recommends approval of a Development Agreement with "RLP Developments LLC." for 1,285 feet of sewer upgrades associated with Walnut Grove Phase 4 off site upgrades. 385 feet of the upgrades were not required with the proposed project but are included in this cost to build the entire section so it's appropriately sized for the build out of this basin. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The developer is responsible to up-size seven existing sections of sanitary sewer main to 12", 15", and 18" due to the proposed flow from their project. The proposed agreement covers the cost of upgrading all lines to 24" and adding an additional 385 feet of 24" line to upgrade the impacted interceptor line in entirety. The upgrade will also add capacity based on the Plan Bentonville growth strategies and in accordance with the Spring Creek Vaughn Gravity Sewer Project.
Amount for Approval:	$ 248,819.00

Budget Impact

Is this Item Budgeted? [x] YES [ ] NO [ ] ITEM HAS NO COST [ ] OTHER:________________________________

Budget Adjustment *(to be completed by Finance when applicable)*

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):

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and among the City of Bentonville, Arkansas, a municipal corporation with a mailing address of 1000 SW 14th street, Bentonville, Arkansas 72712 ("Bentonville") and RLP Developments LLC. (attn. Russ Plumley) an Arkansas corporation having a mailing address of Post Office Box 3207, Bentonville, Arkansas 72712 ("RLP").

WHEREAS, the construction and development of certain improvements to the sanitary sewer main located in the City of Bentonville, South of SW Regional Airport Blvd and East and West of SW Lee Harris Road, also known as the trunk line sewer that serves the proposed Walnut Grove Phase 4 and Piercy RV development and the greater Spring Creek – Southwest Regional Airport Blvd Intersection sewer basin which is beneficial to all of the parties, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **Incorporation of Recitals.** The recitals set forth above are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.

2. **Property Development.** Bentonville and RLP agree to pay all expenses related to the Development, according to the following cost sharing schedule:

RLP shall pay for all costs and expenses related to the public sewer main, including, without limitation, all labor, equipment and material needed to remove the existing sewer main where applicable and construct 1,285 feet of new 24 inch main in its place, including new 5' I.D. manholes and connection to the existing manhole on the downstream end as shown in Exhibit A.

Bentonville shall provide RLP with payment of $248,819.00 following completion and acceptance of the improvements, to pay for the difference in cost to install a 24 inch sewer main sized to accommodate the ultimate build out of the basin, instead of 12, 15, and 18 inch as required to accommodate just the proposed developments as shown in Exhibit B and quantified in Exhibit C.

3. **Counterparts.** This Agreement, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Facsimile and email signatures shall be deemed valid on all documents related to this Agreement. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.

4. **Other Acts.** Each party agrees to perform any further acts and deliver any additional documents which may be reasonably requested and necessary to carry out the provisions of this Agreement.

5. **Agreement Construction.** This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to, and shall be deemed to have been prepared jointly by the parties hereto, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel (or the opportunity to seek such counsel), and shall not be construed in favor of or against any party to this Agreement. All headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof and should not be considered in interpreting this Agreement. In this Agreement the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, wherever it appears appropriate from the context.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, and the United States District Court for the Western District of Arkansas, Fayetteville Division, or state courts located in Benton County, Arkansas, shall be the exclusive forum for any disputes arising in connection with this Agreement. The parties mutually acknowledge and agree they shall not raise in connection herewith and hereby waive, any defenses based upon venue, inconvenience of forum, lack of personal jurisdiction or the like in any action or suit brought in accordance with the terms of this section. **The parties acknowledge they have read and understand this clause and willingly agree to its terms.**

7. **Severability.** If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so

contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

8. **Time is of the Essence.** The parties specifically agree time is of the essence with regard to all provisions of this Agreement. RLP agrees to begin construction of the agreed upon improvements within 45 days of the execution of this agreement, weather and material availability permitting. Bentonville agrees to complete its obligations within 30 days of acceptance of the constructed improvements.

9. **Binding Effect.** This Agreement and the rights and obligations granted hereby shall be binding upon and inure to the benefit of the parties and their respective transferees, successors and assigns, as such succession in permitted in this Agreement.

10. **No Partnership.** This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

11. **Survival of Provisions.** The expiration, termination or consummation of this Agreement shall not affect the provisions, and the rights and obligations set forth therein, which by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination thereof.

12. **Authority of Signors.** The parties represent they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate or municipal execution and performance of this Agreement, and the persons executing this agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF this Agreement has been duly executed and made effective by the parties on this __________ day of __________________ , 2025.

City of Bentonville:

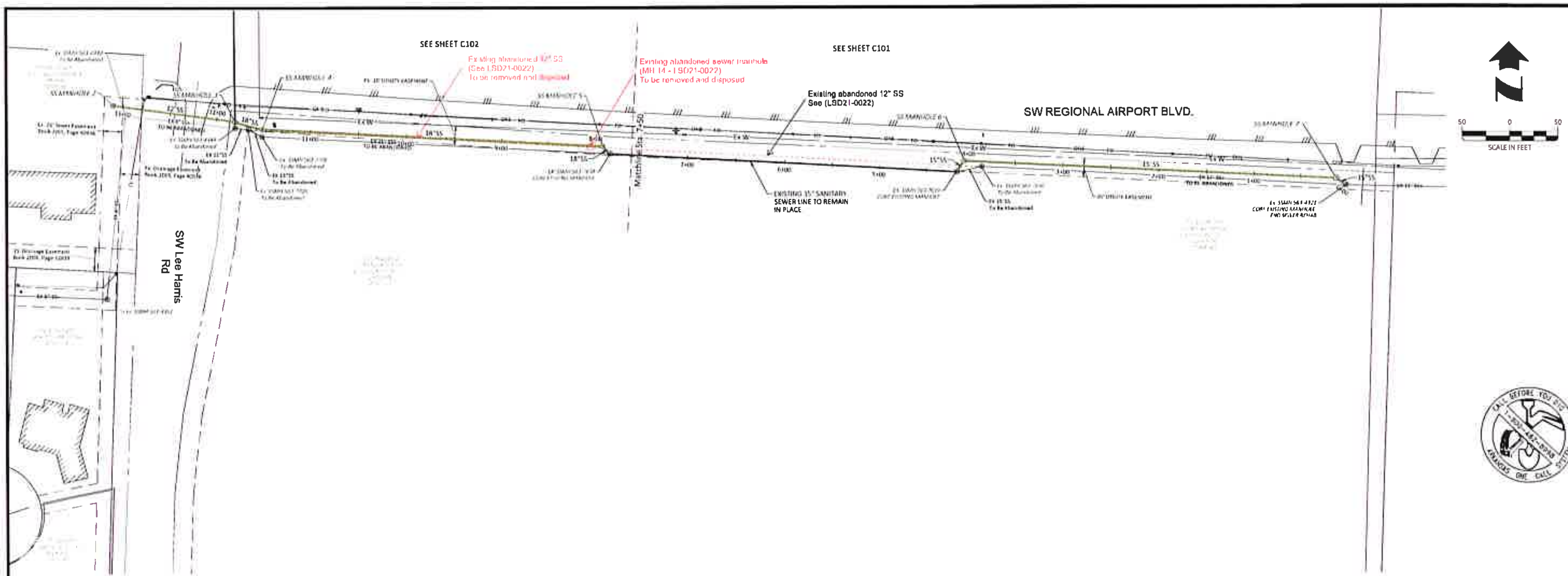
By: ___________________________
Stephanie Orman, Mayor

IN WITNESS WHEREOF this Agreement has been duly executed and made effective by the parties on this __________ day of __________________ , 2025.

RLP Developments LLC.:

By: ___________________________
Russ Plumley

EXHIBIT A



LEGEND

- Ex Easement
- Ex Edge Of Asphalt
- Ex Right Of Way
- Ex Adjacent Boundary Line
- Ex Road Centerline
- Ex Fiber Optic
- Ex Overhead Power Line
- Proposed Sanitary Sewer Line W/Size (SDR-26)
- Ex Sanitary Sewer Line W/Size
- Ex Sewer Manhole
- Ex Water Line W/Size
- Ex Fire Hydrant
- Ex Water Valve
- Ex Water Meter

halff
HALFF ASSOCIATES INC.
2407 SE COTTONWOOD ST, STE 1
BENTONVILLE, AR 72712
479 273 2209 - HALFF.COM

WALNUT GROVE
PHASE IV
OFFSITE SANITARY SEWER REHABILITATION

BENTONVILLE, ARKANSAS

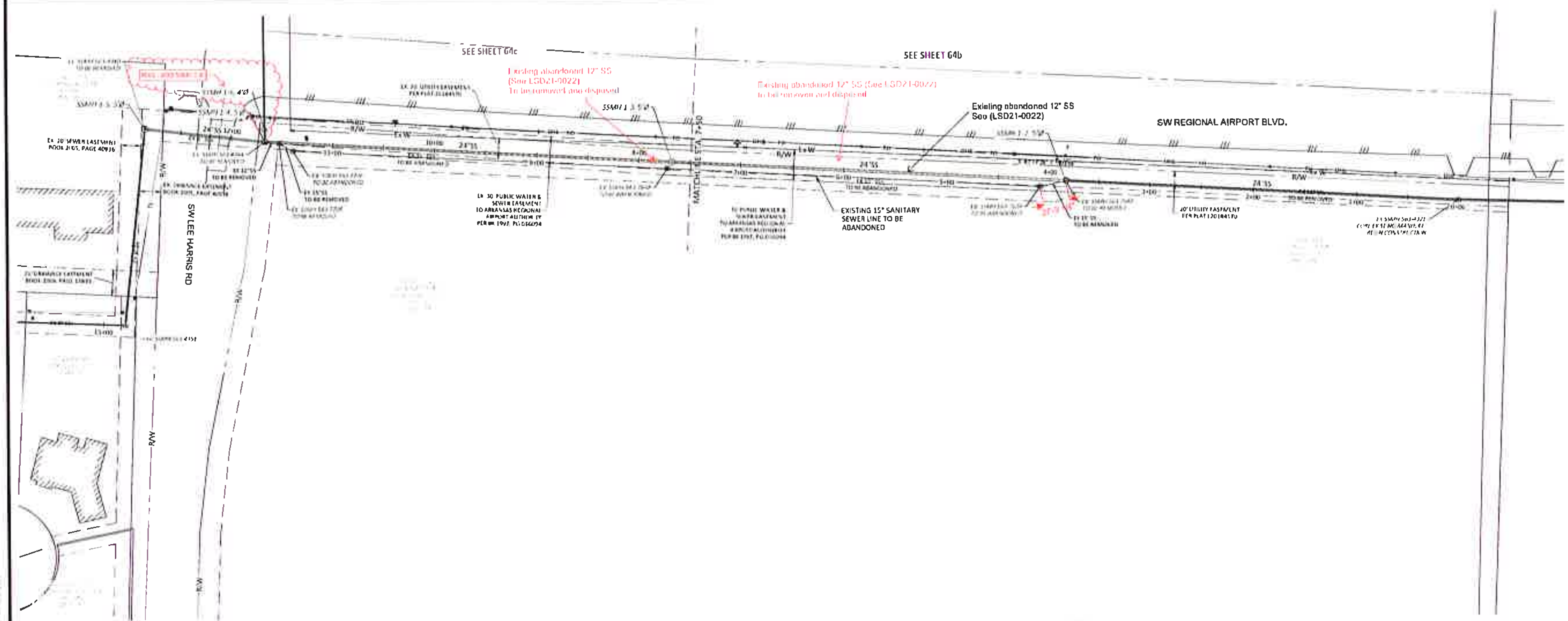
ISSUED FOR REVIEW
02.14.2025

OVERALL LAYOUT

Revisions

SHEET **C101**

EXHIBIT B

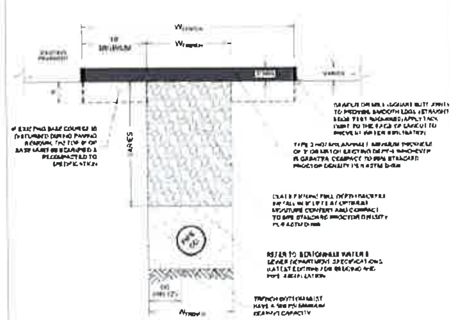


GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO UTILITIES DURING CONSTRUCTION NO SEPARATE PAY FOR REPAIRING OR REPLACING DAMAGES RESULTING FROM PIPE BURSTING OR OTHER CONSTRUCTION ACTIVITIES
2. **CONTRACTOR IS RESPONSIBLE FOR ANY SURFACE DAMAGE NO SEPARATE PAY FOR RESTORING OR REPLACING ITEMS SUCH AS GRAVEL SURFACING, SOD, PAVEMENT, OR ANY OTHER SURFACE CONDITION THAT WILL REQUIRE RESTORATION, UNLESS OTHERWISE NOTED**
3. **BY PASS PUMPING WILL BE REQUIRED TO DIVERT ANY SEWER FLOWS AROUND SECTIONS OF PIPE. COST SHALL BE INCIDENTAL, UNLESS OTHERWISE NOTED**
4. **COORDINATE ALL WORK AND UTILITY REQUIREMENTS WITH BENTONVILLE WATER UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION**
5. IT IS THE CONTRACTORS RESPONSIBILITY TO TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING CONSTRUCTION OF THIS PROJECT ANY DAMAGE SHALL BE TO EXISTING PROPERTIES SHALL BE REPAIRED TO EXISTING OR BETTER CONDITIONS

UTILITY GENERAL NOTES

1. EXISTING UTILITIES ACROSS OR ALONG THE LINE OF THE PROPOSED WORK ARE SHOWN ONLY IN AN APPROXIMATE LOCATION ON THESE PLANS THE CONTRACTOR SHALL CALL THE STATE ONE CALL SYSTEM PRIOR TO CONSTRUCTION @ 1 800 482 8998 THE CONTRACTOR SHALL, ON HIS OWN INITIATIVE AND AT NO ADDITIONAL COST, LOCATE ALL UNDERGROUND LINES AND STRUCTURES AS NECESSARY THE CONTRACTOR SHALL VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM HALFF ASSOCIATES, INC AND/OR THE OWNER OF ANY CONFLICTS OR REQUIRED DEVIATIONS FROM THE PLANS HALFF ASSOCIATES, INC SHALL BE HELD HARMLESS IN THE EVENT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION
2. IT SHALL BE DISTINCTLY UNDERSTOOD THAT FAILURE TO SPECIFICALLY INDICATE WORK WHICH IS REQUIRED TO COMPLETE THIS PROJECT SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PERFORM SUCH
3. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES REQUIREMENTS WHEN WORKING WITH, OR AROUND UTILITIES IN PROJECT AREA
4. ALL TRENCHING AND BEDDING SHALL BE IN ACCORDANCE WITH THE CITY OF BENTONVILLE WATER AND SEWER SPECIFICATIONS RE: "TYPICAL WATER AND SEWER BEDDING AND BACKFILL DETAIL"
5. CONTACT BEUD AT 479 271 3135 BEFORE PERFORMING ANY GRADING WITHIN 5' OF EXISTING OR PROPOSED POWER POLES



STREET CUT PERMANENT PATCH

NOTES:

DETAIL E-2

BENTONVILLE ENGINEERING

HALFF ASSOCIATES, INC
2407 SE COTTONWOOD ST, STE 1
BENTONVILLE, AR 72712
479 273 2209 HALFF.COM

WALNUT GROVE
PHASE IV
OFFSITE SANITARY SEWER
REHABILITATION

BENTONVILLE, ARKANSAS

ISSUED FOR CONSTRUCTION
10.17.25

OFFSITE SEWER
OVERALL LAYOUT

SHEET 64a

EXHIBIT C

RLP Contracting Group Bid for SWRAB Sewer Improvments for Walnut Grove ph.4 Development SW Regional Airport Blvd & SW Lee Harris Road Bentonville, Benton County, Arkansas					
Item No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**
Walnut Grove ph.4 - Sewer Improvements					
1	Mobilization	LS	1	$ 25,000.00	$ 25,000.00
2	Site Prep (Temporary Fence, Linear BMPs, etc.)	LS	1	$ 20,000.00	$ 20,000.00
3	Trench Protection & Shoring	LS	1	$ 15,000.00	$ 15,000.00
4	Traffic Control (Lee Harris Road Crossing)	LS	1	$ 10,000.00	$ 10,000.00
5	Core Existing Manhole (2 - 15")(1 - 18")	EA	3	$ 2,500.00	$ 7,500.00
6	Plug and Grout Existing Manholes	EA	3	$ 1,500.00	$ 4,500.00
7	Remove & Dispose Existing 12" PVC, SDR-26 Sewer Main	LF	374	$ 37.00	$ 13,838.00
8	Remove & Dispose Existing Manholes (Ex MH 14)	EA	1	$ 2,000.00	$ 2,000.00
9	12" PVC, SDR-26 Sewer Main	LF	131	$ 150.00	$ 19,650.00
10	15" PVC, SDR-26 Sewer Main	LF	418	$ 200.00	$ 83,600.00
11	18" PVC, SDR-26 Sewer Main	LF	399	$ 225.00	$ 89,775.00
12	4' ID Sewer Manholes (5' Depth)	EA	1	$ 7,500.00	$ 7,500.00
13	5' ID Sewer Manholes (5' Depth)	EA	5	$ 9,500.00	$ 47,500.00
14	4' ID Sewer Manholes (Extra Depth)	VF	4.56	$ 250.00	$ 1,140.00
15	5' ID Sewer Manholes (Extra Depth)	VF	25.31	$ 350.00	$ 8,858.50
16	Abandon Existing Manholes (BWU Detail - SS07)	EA	5	$ 2,500.00	$ 12,500.00
17	Full-Depth Class 7 Base Backfill (Lee Harris Road)	CY	60	$ 100.00	$ 6,000.00
18	Permanent Pavement Repair (BE Detail - E-2)	SY	17	$ 200.00	$ 3,400.00
19	Minimum 2" Mill & Overlay Pavement Repair (LHR)	SY	108	$ 60.00	$ 6,480.00
20	Additional Utility Easement (Parcel 01-08215-025)	SF	650	$ 6.53	$ 4,244.50
21	By-Pass Pump (Includes all equip, material, labor)	LS	1	$ 25,000.00	$ 25,000.00
				Total:	**$ 413,486.00**

RLP Contracting Group Bid for SWRAB Sewer Improvements for City 24" Sewer Main SW Regional Airport Blvd & SW Lee Harris Road Bentonville, Benton County, Arkansas					
Item No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**
24" Sewer Improvements					
1	Mobilization	LS	1	$ 25,000.00	$ 25,000.00
2	Site Prep (Temporary Fence, Linear BMPs, etc.)	LS	1	$ 25,000.00	$ 25,000.00
3	Trench Protection & Shoring	LS	1	$ 20,000.00	$ 20,000.00
4	Traffic Control (Lee Harris Road Crossing)	LS	1	$ 10,000.00	$ 10,000.00
5	Core Existing Manhole (1 - 24")(1 - 12")	EA	2	$ 2,750.00	$ 5,500.00
6	Remove & Dispose Existing 8" PVC, SDR-26 Sewer Main	LF	117	$ 35.00	$ 4,095.00
7	Remove & Dispose Existing 12" PVC, SDR-26 Sewer Main	LF	1167	$ 35.00	$ 40,845.00
8	Remove & Dispose Existing 15" PVC, SDR-26 Sewer Main	LF	43	$ 47.00	$ 2,021.00
9	Remove & Dispose Existing Manholes	EA	4	$ 2,000.00	$ 8,000.00
10	Abandon Existing Manholes (BWU Detail - SS07)	EA	3	$ 2,500.00	$ 7,500.00
11	24" PVC, SDR-26 Sewer Main	LF	1285	$ 265.00	$ 340,525.00
12	4' ID Sewer Manhole (5' Depth)	EA	1	$ 7,500.00	$ 7,500.00
13	4' ID Sewer Manholes (Extra Depth)	VF	8.19	$ 250.00	$ 2,047.50
14	5' ID Sewer Manholes (5' Depth)	EA	4	$ 9,500.00	$ 38,000.00
15	5' ID Sewer Manholes (Extra Depth)	VF	23.69	$ 350.00	$ 8,291.50
16	Full-Depth Class 7 Base Backfill (Lee Harris Road)	CY	75	$ 100.00	$ 7,500.00
17	Permanent Pavement Repair (BE Detail - E-2)	SY	20	$ 200.00	$ 4,000.00
18	Minimum 2" Mill & Overlay Pavement Repair (LHR)	SY	108	$ 60.00	$ 6,480.00
19	By-Pass Pump (Includes all equip, material, labor)	LS	1	$ 100,000.00	$ 100,000.00
				Total:	**$ 662,305.00**

Cost Comparison Summary				
Item No.	**Description**	**Unit**	**Quantity**	**Total Cost**
1	City 24" Sewer Main Improvements	LS	1	$ 662,305.00
2	Walnut Grove ph.4 Development Sewer Main Improvments	LS	1	$ 413,486.00
	Cost Difference (Proposed Cost Share) =			**$ 248,819.00**

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities - Sewer Rehab
Email:	bthompson@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 Approving Spring Creek Vaughn Construction Administration Services
Action Recommendation & Justification:	This resolution authorizes the Mayor and City Clerk to enter into an amended agreement with Crafton, Tull & Associates, Inc. for construction services in the amount of $115,770.00 for the Spring Creek – Vaughn Gravity Sewer project This amendment increases the original contract total to $201,822.00. CTA was chosen following the standard procurement process. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	There was $31,448.00 remaining in the design contract that will be allocated to this amendment and $7,537.92 of that balance is ARPA funds. Budget impact is $84,322.00 The scope of services includes technical oversight, review, coordination, documentation, site visits, material submittal reviews, pay application reviews, change order processing, field inspections, SWPPP compliance monitoring, as-built surveying, and project close-out assistance.
Amount for Approval:	$ 115,770.00

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
		$	$
		$	$
		$	$
		$	$

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

Purchasing and Compliance Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO STATEMENT OF QUALIFICATIONS CONTRACT

This amendment (the "Amendment"), dated December 9, 2025 is made by the City of Bentonville, Arkansas ("City") and Crafton Tull & Associates ("Contractor"), parties to the Statement of Qualifications with Bentonville Water Utility (BWU) Department, for Professional Civil Engineering Services for the Spring Creek-Vaughn Gravity Sewer-Lift Station to NACA, dated October 28, 2024 (the "Agreement").

1. In accordance with Section 4 (Additional Services), Any service outside of the work agreed to or included by reference must be pre-approved by the City and executed as an amendment to the agreement by the Parties prior to any such work.

2. The Agreement is Amended as follows:

3. Construction administration services for the construction of the Spring Creek – Vaughn Gravity Sewer project to be modified as set forth in **Exhibit A**.

4. The estimated total of payments for the contract is estimated to be $201,822.00 per contract term as set forth in **Exhibit A**.

5. This Amendment shall be effective immediately when fully executed.

6. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY:________________________________
Stephanie Orman, Mayor

DATE:______________________________

Company Name:______________________

BY:________________________________

Name(printed):______________________

DATE:______________________________

Exhibit A

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Modification of Services

1. Background Data:

a. Effective Date of OWNER-ENGINEER Agreement: 10/28/2024

b. OWNER: City of Bentonville, Arkansas

c. ENGINEER: Crafton, Tull & Associates, Inc.

d. Project: Spring Creek – Vaughn Gravity Sewer – Lift Station to NACA

2. Nature of Amendment

The scope of services is being modified to include construction administration services to support BWU through construction phase services.

3. Description of Modifications

See Attachments 1 & 2, "Modifications"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is ________________.

OWNER:	ENGINEER:
CITY OF BENTONVILLE, ARKANSAS	CRAFTON, TULL & ASSOCIATES, INC.
By: ________________	By: Lucas K. Jost
Stephanie Orman	Lucas Jost, P.E.
Title: Mayor	Title: Vice President
Date Signed: ________________	Date Signed: 11/25/2025

ATTACHMENT 1

MODIFICATIONS

- Additional Services to be performed by ENGINEER:

  Construction administration services for the construction of the Spring Creek – Vaughn Gravity Sewer project described in detail in Attachment 2 based on the 365 days in the anticipated construction contract.

- Modifications to Payment to ENGINEER:

  - The hourly not-to-exceed contract amount is to be increased by $84,322.

- Summary of Contract Payments:

Original Contract:	$117,500.00
Amendment #1:	$84,322.00
Revised Total:	$201,822.00

ATTACHMENT 2

MODIFICATIONS

Construction Administration Services to be Performed by ENGINEER

The ENGINEER shall provide professional construction administration services for the **Spring Creek – Vaughn Gravity Sewer Project**, including oversight, technical review, coordination, and documentation to assist the OWNER throughout the construction phase. Services include the tasks outlined below:

1. Pre-Construction Meeting Attendance

The ENGINEER shall attend the Pre-Construction Meeting in person to provide technical and administrative support to the OWNER and CONTRACTOR. Services include:

- Preparing and coordinating the meeting agenda with the OWNER and CONTRACTOR, covering:
    - Project sequencing
    - Permitting requirements
    - Submittal and RFI procedures
    - Testing and quality control expectations
    - Safety coordination
    - Communication protocols
- Participating in the meeting to explain design intent, clarify technical requirements, and address contract document questions.
- Assisting in establishing communication and documentation procedures for submittals, RFIs, field reports, and progress meetings.
- Documenting discussions and action items, distributing meeting minutes within 5 business days, and providing follow-up clarifications or written responses as necessary.
- Issue the Notice to Proceed (NTP) upon contract execution, insurance, bond, and other pre-construction requirements.
- Issue the Notice to Proceed (NTP) upon contract execution, insurance, bond, and other pre-construction requirements.

2. Construction Issue Resolution

The ENGINEER shall assist the City during construction by providing engineering support to identify, evaluate, and resolve technical and administrative issues. Services may include:

- **Issue Identification and Evaluation**: Review construction problems, field conditions, or discrepancies reported by the CONTRACTOR, City, or field inspectors.
- **Technical Guidance and Recommendations**: Provide timely engineering judgment for material substitutions, unanticipated field conditions, utility conflicts, design clarifications, or constructability concerns.

- **Change Evaluation Support**: Assist the City in evaluating proposed change orders or claims, including technical input and cost/schedule impact assessments.
- **Site Visits (as required or requested)**: Observe conditions firsthand to verify reported issues and confirm adequacy of proposed corrective actions. Furnish periodic reports to the OWNER on progress and CONTRACTOR compliance with schedules.

3. Material Submittal Review

The ENGINEER shall provide professional engineering expertise to review, evaluate, and address technical and administrative matters related to material submittals. Services include:

- Reviewing samples, catalog data, schedules, shop drawings, laboratory, shop, and mill tests of materials, equipment, and other data submitted by the CONTRACTOR.
- Submittal Log: Develop a log including:
  - Item Name
  - Manufacturer
  - Model Number
  - Date Approved
- Conduct reviews to ensure:
  - General conformance with design intent
  - Compliance with contract document requirements
- Review does not relieve the CONTRACTOR of responsibilities, including:
  - Confirming and correlating dimensions at the job site
  - Implementing safety measures
  - Constructing a complete and workable facility per contract documents

4. Review of Pay Applications

The ENGINEER shall:

- Review payment applications for compliance with submission procedures.
- Evaluate applications relative to the approved schedule of values, work completed, and materials/equipment delivered but not yet incorporated.
- Forward applications to the OWNER with written recommendations and observations.

5. Preparation & Processing of Change Orders

The ENGINEER shall assist the City in preparing and processing Change Orders, including:

- Reviewing CONTRACTOR requests for contract modifications.
- Evaluating the validity, cost, schedule, and scope impacts of proposed changes.
- Preparing and recommending Change Orders for City approval.
- Ensuring proper documentation and coordination among all parties.
- Maintaining records of approved changes for project files.

Additional Construction Administration Support:

- Consult with the OWNER in advance of major tests, inspections, or start of important phases.
- Draft proposed Change Orders, Work Directive Changes, and Field Orders, obtain backup documentation from the CONTRACTOR, and recommend for OWNER approval.

6. Field Inspection and Monitoring Responsibilities

The following scope of services clarifies the field inspection, observation, and monitoring responsibilities of the OWNER, ENGINEER, and CONTRACTOR during construction of the Spring Creek – Vaughn Gravity Sewer Project.

6.1 Site Inspections

OWNER shall perform all standard City inspections per City of Bentonville Sewer Specifications, including:

- Inspection of sanitary sewer manholes and appurtenances during construction.
- End-of-project camera inspection of installed sewer mains and service laterals prior to final acceptance.

OWNER shall coordinate inspection schedules with the ENGINEER and CONTRACTOR to ensure timely review and documentation of results.

• Inspection findings will be provided to the ENGINEER for inclusion in project records and for verification of corrective actions, if required.

6.2 ENGINEER Field Visits and Construction Support

The ENGINEER shall perform monthly site visits during active construction to:

- Observe general construction progress.
- Verify quantities and work completed in support of pay application reviews.
- Confirm field accuracy of installed utilities for as-built preparation.
- Assist in identifying and resolving technical issues observed in the field.

• Following each visit, the ENGINEER shall furnish a brief field report to the OWNER summarizing observations, noted deficiencies, and any recommended actions.

6.3 SWPPP and Daily Site Observation Responsibilities

The ENGINEER shall perform daily SWPPP inspections and on-site construction observations to document compliance with regulatory requirements and general construction conditions.

The CONTRACTOR shall cooperate and provide access and documentation as needed for the ENGINEER's inspections.

The ENGINEER shall review and maintain daily inspection records, communicate any deficiencies promptly to the OWNER and CONTRACTOR, and incorporate findings into project documentation.

7. As-Built Survey & Record Drawings (per Bentonville Sewer Specifications)

The ENGINEER shall prepare As-Built Survey data and Record Drawings per City of Bentonville Sewer Specifications. Services include:

- Verify final horizontal and vertical locations of all installed sanitary sewer facilities, including:
  - Gravity mains
  - Force mains
  - Manholes
  - Service laterals
  - Appurtenances
- Incorporate surveyed information into Record Drawings accurately depicting constructed improvements and deviations from design.
- Submit final Record Drawings in the City-required format and digital file type for review and approval before project closeout.

8. Project Close-Out Assistance

The ENGINEER shall assist the City with project close-out activities, including:

- Prior to issuing the Certificate of Substantial Completion, submit to the CONTRACTOR a list of observed items requiring completion or correction.
- Conduct the final inspection with the OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- Observe that all items on the final list have been addressed and provide recommendations to the OWNER regarding project acceptance.
- Assist in verifying that all contractual, regulatory, and documentation requirements have been satisfied prior to final project closeout.

9. Modifications to Payment

Payment to the ENGINEER may be modified under the following circumstances:

- Scope Changes: Additional services requested by the OWNER beyond the original scope must be agreed upon in writing prior to performance.
- Change in Project Conditions: Unforeseen site conditions or regulatory requirements requiring additional services must be approved by the OWNER.
- Revisions to Schedule: Adjustments affecting ENGINEER staffing or resources may warrant corresponding payment modifications.
- Reimbursable Expenses & Billing Adjustments: As defined in the standard PSA for BWU.

10. Deliverables

The following deliverables are included:

- Periodic Reports
- RFI Records
- Submittal Records
- As-Builts & Record Drawings

Crafton Tull
Spring Creek - Vaughn Sanitary Sewer
Construction Phase Manhour Estimate

	Task/Role	CAD Tech	Project Engineer	Project Manager	Inspector	Survey	Total Cost		
	Hourly Rate	$110	$155	$230	$115	$100		365d/12mo	Const. Contract Duration
1	Pre-Con Meeting		2	4	2		$1,460		
2	Engineer Site Visits		40	40			$15,400	1 trip/Month per role	
3	Material Submittals		24	8			$5,560		
4	Pay Apps		18	12			$5,550	1.5+1 Hr/Month - w/ Insp. Weekly Reports	
5	RFI/Change Orders	40	40	24			$16,120		
6	Observation & SWPPP				520		$59,800	2 hr/day - 5 day/week + Weekly Report	
7	As-Built Survey & Drawings	24	8	4		40	$8,800		
8	Project Close Out		8	8			$3,080		
	Total	64	140	100	522	40	**$ 115,770**	Total Construction Phase Estimate	
							$ 31,448	Remaing on Design Contract	
							$ 84,322	Amendment 1	

Crafton Tull

Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2025

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	$ 260
SR. ENGINEERING MANAGER	$ 230
ENGINEERING MANAGER	$ 195
SR. PROJECT ENGINEER	$ 170
PROJECT ENGINEER	$ 155
ENGINEER INTERN III	$ 140
ENGINEER INTERN II	$ 130
ENGINEER INTERN I	$ 120
SR. ENGINEERING DESIGNER	$ 165
ENGINEERING DESIGNER III	$ 130
ENGINEERING DESIGNER II	$ 110
ENGINEERING DESIGNER I	$ 100
ENGINEERING CAD TECHNICIAN III	$ 90
ENGINEERING CAD TECHNICIAN II	$ 80
ENGINEERING CAD TECHNICIAN I	$ 70
ENVIRONMENTAL	
ENVIRONMENTAL MANAGER	$ 210
SR. ENVIRONMENTAL SCIENTIST	$ 150
PROJECT ENVIRONMENTAL SCIENTIST	$ 120
ENVIRONMENTAL SCIENTIST II	$ 100
ENVIRONMENTAL SCIENTIST I	$ 80
ENVIRONMENTAL FIELD TECHNICIAN	$ 65
INSPECTION	
SR. INSPECTOR	$ 115
INSPECTOR II	$ 100
INSPECTOR I	$ 80
LANDSCAPE ARCHITECTURE	
LANDSCAPE ARCHITECTURE MANAGER	$ 190
SR. LANDSCAPE ARCHITECT	$ 170
PROJECT LANDSCAPE ARCHITECT	$ 130
LANDSCAPE DESIGNER II	$ 110
LANDSCAPE DESIGNER I	$ 95
LANDSCAPE DESIGN INTERN	$ 85
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	$ 225
ADMINISTRATIVE MANAGER	$ 170
ADMINISTRATIVE IV	$ 115
ADMINISTRATIVE III	$ 90
ADMINISTRATIVE II	$ 70
ADMINISTRATIVE I	$ 55

Category	Hourly Rate
PLANNING	
SR. PLANNING MANAGER	$ 220
PLANNING MANAGER	$ 210
SR. PLANNER	$ 190
PROJECT PLANNER	$ 130
PLANNER III	$ 120
PLANNER II	$ 110
PLANNER I	$ 100
SURVEYING	
SURVEYING PRINCIPAL	$ 240
SR. SURVEYING MANAGER	$ 205
SURVEYING MANAGER	$ 180
SR. PROJECT SURVEYOR	$ 160
PROJECT SURVEYOR	$ 140
SURVEYOR INTERN II	$ 125
SURVEYOR INTERN I	$ 110
SURVEY COORDINATOR	$ 120
CREW CHIEF II	$ 110
CREW CHIEF I	$ 95
FIELD SURVEYOR III	$ 85
FIELD SURVEYOR II	$ 75
FIELD SURVEYOR I	$ 65
SURVEY CAD TECHNICIAN III	$ 105
SURVEY CAD TECHNICIAN II	$ 85
SURVEY CAD TECHNICIAN I	$ 75
UAV SERVICES	
UAV TEAM LEAD	$ 125
UAV PILOT	$ 85
GEOGRAPHIC INFORMATION SYSTEMS	
SR. GIS MANAGER	$ 175
GIS MANAGER	$ 140
GIS ANALYST	$ 105
GIS TECHNICIAN II	$ 80
GIS TECHNICIAN I	$ 55
REIMBURSABLE EXPENSES	
GPS Equipment	$35/Hour
Robotic Survey Equipment	$20/Hour
LiDAR Scanning Equipment	$35/Hour
UAV	$1000/Unit
Job Related Mileage	$0.70/Mile
Per Diem for Out of Town Crews	Per GSA Allowable
Airfare and other travel related expenses	At Cost
Black and white 8.5"x11" Copies	$0.15/sheet
Color 8.5"x11" Copies	$1.50/sheet
Photo Paper Color Plan Sheet Copies	$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	$1.50/sq. ft
Reproducible Plan Copies (Bond)	$0.35/sq. ft.
All rates are subject to change without notice.	

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/6/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities- Sewer Rehab
Email:	bthompson@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 Awarding Bid for Spring Creek-Vaughn Gravity Sewer Improvements Construction
Action Recommendation & Justification:	Staff requests council award bid IFB-25-77 to Ground Zero Construction Inc in the amount of $1,818,008.00 for construction of a new 18" and 24" sanitary sewer interceptor for the Spring Creek-Vaughn project. This is a budgeted item. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The improvements are designed to increase capacity in the Spring Creek-Vaughn sewer basin consistent with flows designated by Plan Bentonville. The project includes 5,054 linear feet of gravity sewer and the removal of the Vaughn Lift Station. Ground Zero is the lowest bidder and was selected following the city standard solicitation process for bids. No budget adjustment is needed.
Amount for Approval:	$ 1,818,008.00

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
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):________________________________

Budget Impact Notes for Consideration (Optional):

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

November 21, 2025

Beau Thompson
Utilities Department
Bentonville Water Utilities

Re: IFB 25-77: Spring Creek Vaughn Gravity Sewer
Bid Results Concurrence

Mr. Beau Thompson,

Crafton Tull has reviewed the bids received for the Spring Creek to Vaughn Gravity Sewer Project received by the City of Bentonville on November 18th, 2025. Our estimate of probable cost was $2,860,945. There were three bids received:

- Ground Zero Construction, Inc.: $1,818,008.00
- Boyles Construction, Inc.: $2,581,630.00
- Grant Garrett Excavating: $3,330,878.00

We've reviewed the bid of Ground Zero Construction in detail. We do not see any issues with their bid and recommend the City award Ground Zero Construction, Inc. this construction contract.

Should the City have any further questions, please feel free to contact the undersigned.

Respectfully,

[redacted]

Luke Jost, PE
Vice President
Crafton Tull

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Spring Creek Vaughn Gravity Sewer

Date of Bid Opening:	11/18/25	Time of Bid Opening:	1:00 PM	IFB-25-77

Bidders:				BOYLES CONSTRUCTION, INC.		GROUND ZERO CONSTRUCTION,INC.		GRANT GARRETT EXCAVATING	
Item #	Description	Unit	Quantity	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
1	Roadway Construction Control	LS	1	20,000.00	20,000.00	3,000.00	3,000.00	58,101.00	58,101.00
2	Trench and Excavation Safety Systems	LS	1	60,000.00	60,000.00	15,000.00	15,000.00	106,516.00	106,516.00
3	Clearing and Grubbing	LS	1	35,000.00	35,000.00	59,450.00	59,450.00	293,568.00	293,568.00
4	Materials Testing	LS	1	20,000.00	20,000.00	7,500.00	7,500.00	24,012.00	24,012.00
5	Trenching 0'-10' Deep	LF	2730	74.00	202,020.00	40.00	109,200.00	86.00	234,780.00
6	Trenching 10'-15' Deep	LF	523	95.00	49,685.00	50.00	26,150.00	95.00	49,685.00
7	Trenching 15-20' Deep	LF	349	142.00	49,558.00	60.00	20,940.00	178.00	62,122.00
8	Trenching 20-25' Deep	LF	956	250.00	239,000.00	70.00	66,920.00	244.00	233,264.00
9	Trenching 25'-30' Deep	LF	414	480.00	198,720.00	80.00	33,120.00	290.00	120,060.00
10	Rock Excavation	CY	200	200.00	40,000.00	300.00	60,000.00	450.00	90,000.00
11	5' Dia. Sanitary Sewer Manhole, <6' Depth	EA	17	6,960.00	118,320.00	5,800.00	98,600.00	8,861.00	150,637.00
12	5' Dia. DROP Sanitary Sewer Manhole, <6' Depth	EA	1	11,550.00	11,550.00	8,500.00	8,500.00	11,098.00	11,098.00
13	Additional Manhole Depth (5' Dia. Manhole)	VF	117	425.00	49,725.00	325.00	38,025.00	918.00	107,406.00
14	18" PVC (SDR-26) Installation	LF	340	26.00	8,840.00	77.00	26,180.00	17.00	5,780.00
15	18" PVC (SDR-26) Complete-in-Place	LF	2139	73.00	156,147.00	110.00	235,290.00	56.00	119,784.00
16	24" PVC (SDR-26) Complete-in-Place	LF	2576	110.00	283,360.00	130.00	334,880.00	99.00	255,024.00
17	36" Bored Steel Encasement	LF	84	3,150.00	264,600.00	1,100.00	92,400.00	1,630.00	136,920.00
18	Rip-Rap	SY	10	160.00	1,600.00	60.00	600.00	187.00	1,870.00
19	Class 7 Base	CY	1200	90.00	108,000.00	46.00	55,200.00	103.00	123,600.00
20	Remove & Replace Existing Asphalt Pavement	SY	495	165.00	81,675.00	31.00	15,345.00	61.00	30,195.00
21	Remove & Replace Curb and Gutter	LF	152	40.00	6,080.00	29.00	4,408.00	63.00	9,576.00
22	Remove & Replace Concrete Sidewalk	SY	90	75.00	6,750.00	80.00	7,200.00	154.00	13,860.00
23	Remove/Abandon Existing Sanitary Sewer	LS	1	20,000.00	20,000.00	20,200.00	20,200.00	171,468.00	171,468.00
24	Demo/Salvage Existing Lift Station	LS	1	25,000.00	25,000.00	15,000.00	15,000.00	5,017.00	5,017.00
25	Erosion Control	LS	1	25,000.00	25,000.00	26,200.00	26,200.00	94,804.00	94,804.00
26	Traffic Control	LS	1	16,000.00	16,000.00	7,500.00	7,500.00	21,506.00	21,506.00
27	Mobilization	LS	1	105,000.00	105,000.00	31,200.00	31,200.00	71,642.00	71,642.00
28	Bypass Pumping	LS	1	80,000.00	80,000.00	100,000.00	100,000.00	428,583.00	428,583.00
29	Contingency	LS	1	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
TOTAL OF BID PRICE				$	2,581,630.00	$	1,818,008.00	$	3,330,878.00

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

TABULATION VERIFICATION

[redacted]

Purchasing and Compliance Specialist

[redacted]

Kelsi Frederick
Purchasing and Compliance Manager

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [x] Bid Award
- [ ] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause

- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-25-82 for Street Materials (Premix) to Emery Sapp & Sons
Action Recommendation & Justification:	Resolution awarding IFB-25-82 to the lowest bidder. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lowest bidders: Emery Sapp & Sons in the amount of $65,000.00
Amount for Approval:	$ 65,000.00

Budget Impact

Is this Item Budgeted? [x] YES [ ] NO [ ] ITEM HAS NO COST [ ] OTHER:________________________________

Budget Adjustment *(to be completed by Finance when applicable)*

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
1-year Blanket Bid
Street Materials

Bid No. IFB-25-82

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
15,000	TON	**Our part # 7008** SB2/CLASS 7 BASE **APAC**	$17.50	$262,500.00
8,000	TON	**Our part # 7005** CHAT 3/4" CLASS 67 BEDDING MATERIAL **APAC**	$27.30	$218,400.00
800	TON	**Our part # 7004** B-STONE (LARGE ROCK FOR DRAINAGE) **APAC**	$19.70	$15,760.00
500	TON	**Our part # 7007** PREMIX **EMERY**	$130.00	$65,000.00
		TOTAL BID COST		

APAC: $496,660 Emery: $65,000

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	12/9/2025	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [x] Bid Award
- [ ] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause
- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-25-82 for Street Materials (Stone) to APAC
Action Recommendation & Justification:	Resolution awarding IFB-25-82 to the lowest bidder. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lowest bidders: APAC in the amount of $496,660.00
Amount for Approval:	$ 496,660.00

Budget Impact

Is this Item Budgeted? [x] YES [ ] NO [ ] ITEM HAS NO COST [ ] OTHER:___________________________________

Budget Adjustment *(to be completed by Finance when applicable)*

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

1-year Blanket Bid

Street Materials

Bid No. IFB-25-82

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
15,000	TON	**Our part # 7008** SB2/CLASS 7 BASE **APAC**	$17.50	$262,500.00
8,000	TON	**Our part # 7005** CHAT 3/4" CLASS 67 BEDDING MATERIAL **APAC**	$27.30	$218,400.00
800	TON	**Our part # 7004** B-STONE (LARGE ROCK FOR DRAINAGE) **APAC**	$19.70	$15,760.00
500	TON	**Our part # 7007** PREMIX **EMERY**	$130.00	$65,000.00
		TOTAL BID COST		

APAC: $496,660 Emery: $65,000

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/25/2025	**Submitted By:**	Jerry Walls
Phone:	479-418-37138	**For Department(s):**	Utility Billing & Collections
Email:	jwalls@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [ ] Bid Award
- [x] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause

- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution to Award RFP-25-48 for Bill Design and Print to Doxim
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Doxim for Bill Redesign and Print services as a result of their submission to the City's Request for Proposal (RFP)-25-48 to provide bill design and printing services for the Utility Billing department. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ Per the unit cost

Budget Impact

Is this Item Budgeted? [x] YES [ ] NO [ ] ITEM HAS NO COST [ ] OTHER:__________________________________

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) [ ] General Fund [x] Utility Fund [ ] Street Fund [ ] Other(s):____

Budget Impact Notes for Consideration (Optional):

Costs are all covered via offset under the current budget for office supplies.

BILL DESIGN AND PRINT SERVICES AGREEMENT

THIS AGREEMENT (“AGREEMENT”) is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as “CITY”, and Doxim, hereinafter referred to as “SERVICE PROVIDER” (collectively, the “PARTIES”).

The PARTIES have caused this AGREEMENT to be effective this ______________________________ (“EFFECTIVE DATE”).

RECITALS:

A. WHEREAS, the CITY desires to obtain reliable and efficient bill redesign and print/mail services for the City of Bentonville, Arkansas;

B. WHEREAS, the SERVICE PROVIDER is duly qualified and experienced bill redesign and print/mail services for miscellaneous municipal accounts, and has agreed to provide such services to the CITY;

C. WHEREAS, The CITY has awarded the SERVICE PROVIDER this AGREEMENT using the procedures as set forth in Ark. Code Ann. §19-61-506, §14-58-303, and City Ordinance Sec.2-377-Sec.2-378;

D. WHEREAS, the CITY wishes to contract for Bill Design and Print Services;

E. WHEREAS, The SERVICE PROVIDER has the skill, experience, ability, background, certifications, and knowledge to provide bill redesign and print/mail services; and

F. WHEREAS, The SERVICE PROVIDER wishes to perform such Services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and SERVICE PROVIDER agree to the following:

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APPENDIX A

RFP-25-48
Service Provider's Master Service Agreement (MSA)

DOXIM MASTER SERVICES AGREEMENT

These master services terms and conditions ("**Master Agreement**") are a contract between the Doxim legal entity listed in Section 13.12 below which is based on Customer location ("**Doxim**", **"we", "us", "our"**) and The City of Bentonville

("**Customer**", "**you**", "**your**"). "**Agreement**" means the Master Agreement, Schedules, SOWs, Change Orders and service level agreements, and any other attachments incorporated into the Master Agreement. The Effective Date of this Master Agreement is December 1, 2025. "**End Users**" means Customer users that access or use the Services and includes consumers. **"Services"** means the Products, Optional Products and Professional Services (each as defined in Section 1.1 below).

1. **Product. Optional Products. Professional Services.**
   1.1. Customer can purchase (i) Products and Optional Products from us using a schedule provided by us ("**Schedule**"), and (ii) Professional Services using a statement of work ("**SOW**"). **"Product"** means the product listed on a Schedule. "**Optional Products**" means any additional products or optional features you purchase that are described in a Schedule. If Optional Products are purchased, Optional Products is included in the definition of Product and governed by the terms and conditions applicable to Products. "**Professional Services**" mean the professional services listed in a SOW. When you use the Services you may also be using Third Party Property (as defined in Section 11.3). Customer's use of Third Party Property is subject to that third party's terms of use.
   1.2. **Change Order.** Any changes to Professional Services that are described in a mutually executed SOW requires a change order signed by both parties which will include the agreed upon changes ("**Change Order**"). Customer acknowledges that such changes may result in additional fees and a change to timelines depending on the changes requested. No changes to the Professional Services described in a SOW will be made until Doxim and Customer agree in writing to the Change Order.
   1.3. **Software.**
   (a) Our Products and Optional Products may include the use of SaaS based software which is hosted by us or a third party hosting provider ("**Software**"). Notwithstanding any other language to the contrary in the Agreement, the Software is not sold to you but instead, if you comply with the terms of the Agreement (including paying us the Fees), Doxim grants you, for the term of the applicable Schedule, a personal, limited, non-exclusive, non-transferable, non-sublicenseable, non-assignable (except as set out in Section 13.3 of the Master Agreement), revocable right to access the Software solely for your internal business use up to the number of authorized users as may be specified in a Schedule and/or SOW. The Software is provided on a subscription basis and therefore the rights described herein apply only for the time period for which you have paid the applicable Fees. Doxim grants no other rights to you except the rights expressly granted herein.
   (b) Customer will not (i) distribute, resell or use the Software for any purpose including without limitation as part of a service bureau or timeshare except as expressly stated in writing in this Master Agreement, a Schedule or SOW; (ii) provide unauthorized access to the Software to any party; or (iii) except as expressly authorized in a Schedule, modify, reproduce, duplicate, reverse engineer, decompile, disassemble or create derivative works of the Software or create any software or service that is similar to or competitive with the Software.
   (c) Any agreements with your End Users applicable to the Services must not be inconsistent with the terms of the Agreement.
   1.4. When you purchase Services, the Agreement governs the Services purchased. You are deemed to have accepted the Agreement when you (i) sign a Schedule and/or SOW, and/or (ii) use the Product or when the Professional Services you purchase begins.

2. **Fees. Payment Terms. Taxes.**
   2.1. Fees for the Services will be listed in the applicable Schedule and SOW ("**Fees**"). Unless different payment terms apply in a Schedule or SOW, you will pay us Fees, by electronic payment/wire transfer, within thirty (30) days of receipt of an invoice from us. You will also reimburse Doxim for reasonable travel and out-of-pocket expenses incurred in providing you with the Services.
   2.2. Customer will provide Doxim with accurate billing contact information and provide updates if that information changes.
   2.3. **Increases and Adjustments.** Unless otherwise stated in a Schedule, at any time after each twelve (12) month period during the Term, we may increase the Fees once in each twelve (12) month period by no more than 3% higher than applicable national Consumer Price Index applicable to Canada, for Customers in Canada or in the United

States, for Customers in the United States. Such increases will take effect in January of each calendar year, regardless of the Effective Date of this Agreement, unless we advise otherwise. We will provide you with at least thirty (30) days prior written notice of any increase in the Fees in respect of CPI. Furthermore, in respect of materials used by us in connection with the Services (including, without limitation, paper and envelopes), the Fees shall be subject to increases from time to time based on then current market rates.

2.4. **Taxes.** The Fees exclude applicable taxes. The invoice you receive will include the applicable sales, use, excise, value-added or similar sales taxes or assessments imposed by a governmental authority for the Services you purchase from us and you will pay us those taxes along with the Fees. We will remit those taxes to the appropriate taxing authority. You will not be charged taxes based upon Doxim's income. If you are tax exempt and are not required to pay the taxes described in this section, you must provide us with a valid tax exemption certificate. If we are required to pay withholding taxes for the Professional Services, we reserve the right to gross up the Fees to reflect those withholding taxes.

2.5. **Interest**. Interest will begin to accrue on unpaid invoices on the thirty-first (31st) day after the date of each invoice at the rate of 2% per month (24% per year) until paid in full.

2.6. **Fee Disputes.**

(a) Fees reasonably disputed by you (along with late fees attributable to such amounts) shall not be due and payable provided you (i) pay all undisputed Fees on or before the date specified in the invoice, (ii) no later than thirty (30) days after the date of the applicable invoice in dispute you provide Doxim a written statement setting out reasonable details of the dispute including without limitation any billing discrepancies together with appropriate supporting documentation; and (iii) negotiate in good faith with Doxim for the purpose of resolving such dispute within thirty (30) days of submitting the written statement referred to above.

(b) If a dispute is resolved in our favor, you agree to pay us the disputed Fees together with any applicable late fees within five (5) days of resolution of the dispute (or such other timeframe Doxim's Finance Dept. may authorize in writing). If a Dispute is resolved in your favor, Doxim will provide you with a credit for the disputed Fees together with any late fees invoiced.

2.7. **Suspension**. If you do not pay an invoice by the due date (excluding invoices in dispute), after the thirty first (31st) day of an invoice due date Doxim may suspend your access to and use of the Services, including but not limited to the Service Levels (the "**Suspension Period**") until you pay the applicable outstanding amounts. In the event of a suspension of Services, the Term shall, subject to any right of termination contained in the Agreement, be extended by an amount of time equal to that of the Suspension Period. You are responsible for reimbursing Doxim for any reasonable collection expenses incurred by Doxim in collecting overdue amounts.

3. Support Services. Service Levels. Changes.

3.1. We provide the support services and service levels ("**Service Levels**") in the attached Support Services and Service Level Exhibit ("**Exhibit 1**").

3.2. **Changes**. We have the right, without cost or penalty of any kind, to discontinue, modify or place limits on the Services at any time and will provide you with at least two (2) months' prior written notice of such change. We will provide you with a pro-rated refund for any prepaid Fees paid to Doxim for discontinued Services as of the effective date of the discontinuance. If a change materially diminishes the functionality of the Services you purchase, Doxim will contact you in writing and you will have the option to terminate the product schedule that applies to the material change if that change materially diminishes the Doxim Service. Notwithstanding any other term to the contrary in the Agreement, the aforementioned is Doxim's sole liability to you under this section.

4. **Customer Responsibilities**.

4.1. You shall:

(a) develop your own document and data retention and disposition policies and procedures. You must use the online controls offered by Doxim if you wish to delete Customer PI stored in the production environment of the Services. **"Customer PI"** means personal information that you provide to Doxim that is considered personal information pursuant to the following applicable U.S. and Canadian laws, depending on the jurisdiction applicable to Customer PI and each party's obligations: Gramm-Leach-Bliley and PIPEDA. If you are providing Customer PI that is considered personal information under any other laws including without limitation HIPPA, please notify Doxim in advance of executing this Agreement to assess any additional Customer requirements not provided by the Services. Except as expressly set out in Section 7.4 (Deletion of Data) below or if required for business purposes (such as, by example only, responding to a complaint) or by law, Doxim will not delete or destroy any Customer PI stored in the Services without your prior written consent, which consent may be communicated to Doxim (i) using the online controls offered by Doxim, in which case Doxim will securely delete copies of the Customer PI stored in Doxim's non-production environments within ninety (90) days thereafter, or (ii) in writing, in which case Doxim will securely delete all copies of the Customer PI within sixty (60) days after Doxim's receipt of your written deletion request;

(b) be responsible for the accuracy, quality, integrity and legality of Customer PI and of the means by which you acquire such Customer PI;

(c) make timely decisions with respect to your obligations in the Agreement;

(d) obtain the lawfully required End User informed consents for Doxim to provide the Services to your End Users including, without limitation, consents required by applicable privacy laws and anti-spam laws such as the U.S. CAN-Spam Act and Gramm-Leach-Blilely Act and Canada's PIPEDA and CASL legislation;

(e) be responsible for authentication of authorized individuals that access the Services and for maintaining the security and confidentiality of all passwords. Customer acknowledges and agrees that Customer is entirely responsible for all activities that occur under Customer's account;

(f) provide Doxim with all required information, materials, access to personnel and assistance in a timely manner in order for Doxim to provide Customer with the Services and to provide the Services in accordance with any applicable service levels;

(g) provide Doxim with up to date contact information should Doxim need to contact Customer during or after business hours; and

(h) comply with applicable laws and industry codes, policies and practices that apply to Customer's obligations in the Agreement.

4.2. Customer acknowledges and agrees that Doxim does not monitor or police the content Customer provides or transmits through the Services and that Customer is responsible for all such content. If Customer intends on providing Customer PI that is subject to additional laws other than Gramm-Leach-Bliley and PIPEDA, prior to executing the Agreement, Customer will notify Doxim in writing so the parties can assess Customer's requirements.

4.3. Customer grants Doxim a non-exclusive, sub-licensable, assignable, royalty free license to use the Customer Property, equipment and other Customer materials solely for the purpose of performing Doxim's rights under the Agreement.

4.4. Customer acknowledges and agrees that in the course of providing the Services, Doxim may transfer, process, use and store Customer PI and other Customer Property in the United States or Canada and that Customer has obtained all required consents or given all required notices to authorize the transfer, processing, use and storage of Customer PI in these locations.

5. Term and Termination.

5.1. **Term**. Unless terminated earlier as provided in Section 6.2 below, the initial term and any applicable renewal term of a Schedule and SOW will as set out therein. Unless terminated earlier as provided in Section 6.2 below, the term of this Master Agreement, the term of this Master, the Master Agreement will not terminate until the date of expiration or termination of the last applicable Schedule or SOW.

5.2. **Termination.** Notwithstanding anything to the contrary contained in the Master Agreement, a Schedule or a SOW, Doxim or Customer may, in addition to any other rights and remedies Doxim or Customer may have at law or in equity, immediately terminate a Schedule or SOW and the Master Agreement if:

(a) a party to the Agreement breaches any material obligation and such breaching party has not cured the breach within thirty (30) days after receiving written notice of the breach from the non-breaching party; or

(b) the non-terminating party is adjudged as bankrupt, makes a general assignment for the benefit of its creditors, a receiver is appointed on account of such party's insolvency, or any provision of applicable bankruptcy or insolvency law is invoked by or against such party.

In the event that the Customer has not provided a request for Services for a period of three (3) months or longer, Doxim may, within its sole discretion, consider the Agreement, including any underlying SOW and/or Schedule, terminated. In such circumstances, Customer shall be required, upon notice from Doxim to pay an early termination fee where such fee shall be the amount determined based on the average of the monthly invoices (prior to all issued credits, discounts and rebates) for each Service received by Customer and/or an Customer affiliate during the 6-month period preceding the effective date of such termination (or if no monthly invoice has been received, the estimated monthly billing for each Service to be received hereunder) multiplied by the remaining months of the Term).

5.3. **Suspension Period.** In addition at any time during the Suspension Period Doxim may terminate this Agreement upon thirty (30) days prior written notice to Customer.

5.4. Notwithstanding Section 6.2, Doxim will not be considered in breach of the Agreement if Service Levels are not met. Customer is provided the exclusive remedies described in Exhibit 1 if Service Levels are not met.

6. **Privacy. Security.**

6.1. Doxim implements reasonable, technical, physical and administrative measures for the security, confidentiality and integrity of Customer Confidential Information. Once in each twelve (12) month period during the Term of the Agreement, you may request in writing a copy of our SOC 1 and SOC 2 reports (or equivalent report). If you require additional risk assessment services (including responding to your vendor questionnaire), Doxim will review your request and notify you in writing if such additional services are subject to additional fees.

6.2. Customer acknowledges and agrees that although Doxim will endeavor to create a secure and reliable system for Customer and its End Users, the confidentiality of any communication or material transmitted to and from the Services via the Internet or other telecommunication means cannot be fully guaranteed by Doxim. Doxim shall not be liable for any breach in the security of information transmittal via the Internet or other telecommunications means when Doxim has acted in accordance with this Agreement and has otherwise put into place the necessary security measures to protect Customer PI.

6.3. Customer PI is and will remain under the custody and control of Customer even if Doxim temporarily has access to Customer PI. Customer will at all times retain control over the access, use, disclosure, retention, destruction and integrity of Customer PI. Doxim will provide Customer with a copy of all Customer PI that is in Doxim's possession or control within twenty (20) business days of Customer's written request.

6.4. **Deletion of Data**. Upon expiration or termination of a Schedule or SOW Doxim will notify Customer in writing that Customer has sixty (60) days from the date of such written notice ("**Data Access Date**") to retrieve all Customer PI stored by Doxim. Customer acknowledges that, unless legally restricted or required for business purposes, Doxim will permanently and securely delete and destroy all Customer PI sixty (60) days after the Data Access Date.

6.5. Customer acknowledges that the Services provided by Doxim as a vendor are in compliance with Gramm-Leach-Bliley in the U.S. and PIPEDA privacy laws as applicable to the Services. Since Doxim has several obligations under applicable U.S. and Canadian privacy laws, Customer acknowledges that Doxim requires reasonable time to investigate a potential breach to understand if it involves Customer PI and to gather other important details. If there is a potential or actual data breach, Doxim will promptly notify Customer of same (which shall be no later than five (5) business days after a potential or actual data breach) and which will include steps Doxim is taking to resolve or address the actual or alleged breach. Doxim will provide follow up information to Customer as soon as possible thereafter which will provide any missing information and updates to information already provided to Customer. A final written incident report will be provided to Customer once the investigation of the incident has concluded. Doxim agrees to reasonably assist Customer in investigating, responding to and taking risk mitigation measures if Customer PI is involved.

6.6. **Claims.** Unless otherwise required by law, if Doxim receives a claim or complaint regarding Customer PI, or a request for access to or correction of Customer PI (collectively "**PI Issue**") then Doxim will promptly: (i) advise the person to notify the Customer's privacy officer (or other contact person as instructed by Customer); and (ii) cooperate with and reasonably assist Customer regarding the PI Issue.

6.7. Our privacy policy (which is incorporated herein by reference) https://www.doxim.com/privacy-policy/ explains how we treat your personal information and protect your privacy. By using our Services, you agree we can use your data as described herein and in our privacy policy.

7. **Warranties, Liability and Indemnity.**

7.1. **Warranty**. EXCEPT AS EXPRESSLY STATED IN THE MASTER AGREEMENT, (A) NEITHER DOXIM NOR ANY OF ITS THIRD PARTY PROVIDERS OR SUBCONTRACTORS GUARANTEES THE AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF ANY SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY STATED IN THESE MASTER TERMS, DOXIM AND ITS THIRD PARTY PROVIDERS AND SUBCONTRACTORS MAKE NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH DOXIM AND ITS THIRD PARTY

PROVIDERS USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE UNINTERRUPTED USE, PROTECTION OF CUSTOMER DATA AND TO SECURE THE SOFTWARE, DOXIM AND ITS THIRD PARTY PROVIDERS DO NOT PROVIDE OR GUARANTEE ABSOLUTE SECURITY OR UNINTERRUPTED USE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY DOXIM, ITS AFFILIATES, CONTRACTORS OR AGENTS SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

7.2. **Limitation of Liability**.

(a) The liability of Doxim and Customer will in all circumstances be limited to direct damages and in no event will either party have any liability to the other, whatsoever, for any special, consequential, indirect, incidental, exemplary or punitive damages of any kind arising out of the Agreement, lost profits, lost or damaged data, product liability, failure to realize expected savings, cost of procurement of substitute goods or services and loss of business, even if such party has been advised of the possibility of such damages, whether in contract or tort or based upon any other legal or equitable theory.

(b) Notwithstanding anything to the contrary contained in an Agreement, and to the fullest extent permitted by applicable law, in no event will Doxim's liability to Customer, or to that of its directors, officers, employees or users of the Services, or to any third parties exceed the Fees actually paid to Doxim within the six (6) month period immediately preceding the date on which the cause of action arose. Without limiting the aforementioned, Doxim is not responsible for Customer Property or Third Party Property used as part of the Services.

(c) **Service Levels**. Customer acknowledges and agrees that Sections 8.2(a) and 8.2(b) do not apply to Service Levels and that Customer's sole and exclusive remedy for Doxim's failure to provide any Services in accordance with the applicable Service Levels is described in Exhibit 1 attached.

(d) Customer acknowledges and agrees that it is solely responsible for discharging all reporting and notification requirements relating to a data breach involving Customer PI, unless Doxim is otherwise required by applicable privacy laws to directly undertake notification or reporting obligations.

8. **Indemnity**.

8.1. **By Doxim**. Subject to Section 8.2, Doxim will defend, indemnify and hold Customer harmless from and against any third party liabilities, costs and expenses resulting from claims, demands, lawsuits, proceedings and investigations (collectively "**Claims**") alleging that the Services infringe or misappropriate a third party's intellectual property rights in the U.S. or Canada. Doxim is not obligated to provide the aforementioned indemnity if the Claim is based on or related to (1) Customer's modification to the Services without Doxim's prior written approval; (2) combining the Services with other materials or services where such Claim would not have resulted but for such combination, (3) using the Services with materials, software or equipment not provided by Doxim, and (4) Customer Property or Third Party Property.

8.2. **Indemnity Process**. To be indemnified pursuant to Sections 9.1 and 9.2 above, the party seeking indemnification must (i) promptly notify the indemnifying party in writing about the Claim provided that failure or delay or alleged delay in providing such prompt notice shall not adversely affect the indemnified party's right to indemnification hereunder unless and then only to the extent that such failure or delay or alleged delay has resulted in actual prejudice to the indemnifying party, including, without limitation, by the expiration of a statute of limitations, (ii) reasonably cooperate with the indemnifying party, at the indemnifying party's expense, (iii) give the indemnifying party sole control of the defense and settlement of the Claim, provided that the indemnifying party may not settle any Claim without the indemnified party's prior written consent unless the settlement releases the indemnified party from all liabilities and such settlement does not place any obligation on the indemnified party, including without limitation, an obligation to change its business practice.

8.3. NO PARTY TO THE AGREEMENT SHALL BE ENTITLED TO ANY FORM OF IMPLIED OR EQUITABLE INDEMNIFICATION AT ANY TIME, WHETHER BASED ON A THEORY OF CONTRACT, TORTS (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND ANY RIGHT THERETO IS HEREBY IRREVOCABLY WAIVED AND DISCLAIMED BY EACH OF THE PARTIES.

8.4. THIS SECTION 9 SETS FORTH THE COMPLETE LIABILITY OF THE PARTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9. <u>**Representations and Warranties**</u>.

9.1. <u>**By Doxim**</u>. Doxim represents and warrants:

(a) it owns or has obtained the applicable rights and licenses to the Intellectual Property Rights used to provide the Services;

(b) it is a corporation in good standing under the laws of its jurisdiction of incorporation; and

(c) the Services Doxim provides will be provided in accordance with industry standards and will comply w ith applicable federal, provincial and state laws.

10. **Ownership.**

10.1. **By Doxim.** Doxim owns all right, title and interest in the Doxim Property, including without limitation, all Intellectual Property Rights therein. "**Intellectual Property Right(s)**" means all right, title and interest to intellectual property rights recognized in any jurisdiction, including without limitation patents, inventions, trade and service marks, trade names, domain names, rights in designs, copyrights, mask work rights, trade secrets, confidential information, moral rights, and rights in databases, in all cases whether or not registered or able to be registered in any particular jurisdiction in the world, and including without limitation any extension or renewal of the terms of such rights, registrations and applications for registration of any such rights that may subsist anywhere in the world. "**Doxim Property"** means the Products (including the Software), Optional Products, Doxim Confidential Information and all Doxim and its third party licensor and supplier materials, equipment, strategies, content, hardware, tools, methodologies, data, databases, content, format of content, systems, technology and software (but excluding Third Party Property). Unless expressly provided otherwise in the Agreement, nothing in the Agreement contemplates, constitutes or creates a transfer or license of any Doxim Property or Third Party Property to Customer.

10.2. **By Customer.** Customer owns all right, title and interest in and to the Customer Property, including without limitation all Intellectual Property Rights therein. "**Customer Property"** means Customer PI, Customer Confidential Information and all Customer and its third party licensor and supplier provided materials, equipment, strategies, content, hardware, tools, methodologies, data, databases, content, format of content, systems, technology, software and End User information.

10.3. **Third Party Property.** The provider of the Third Party Property retains ownership of all right, title and interest in and to the Third Party Property including without limitation all related Intellectual Property Rights therein. "**Third Party Property**" means products, hardware, software, content and services provided by a third party provider and which are included or offered as part of the Services.

10.4. Customer shall not dispose of, share with a third party or suffer a lien or encumbrance upon the Doxim Property or Third Party Property. Customer further agrees it will not (i) modify any part of the Doxim Property or Third Party Property, (ii) remove any proprietary notices, labels or marks from the Doxim Property or Third Party Property, (iii) authorize or acquiesce in the use of the Doxim Property or Third Party Property by persons other than Customer as expressly stated in the Agreement, and (iv) copy the Doxim Property or Third Party Property or any accompanying documentation except as expressly authorized in writing.

10.5. Doxim shall not dispose of or suffer a lien or encumbrance upon the Customer Property. Doxim further agrees it will not, except as required to provide the Services as described in the Agreement, (i) modify any part of the Customer Property, (ii) remove any proprietary notices, labels or marks from the Customer Property, and (iii) copy the Customer Property or any accompanying documentation.

10.6. Customer grants Doxim a non-exclusive, non-transferable, sub-licensable, licence to copy and use the Customer Property so Doxim can fulfill its obligations to Customer described in the Agreement.

10.7. We may use the data provided through our Services to improve our services and for other standard business purposes but will only use such data in an aggregate and anonymous manner that does not identify Customer, Customer PI and any End User.

11. **Confidentiality.**

11.1. By virtue of the Agreement, each party (the "**Disclosing Party**") may provide the other party (the "**Receiving Party**") with or the Receiving Party may otherwise access or become aware of proprietary or Confidential Information relating to the Disclosing Party or its affiliates, suppliers and clients (including without limitation the identity of such clients). During the Term and at any time after the expiration or termination of the Agreement, the Receiving Party will keep in strict confidence all Confidential Information of the Disclosing Party. **"Confidential Information"** means information, materials or data obtained, shared, accessed, disclosed, used or acquired in connection with the Agreement that is marked as confidential or which by its nature ought to be in good faith considered confidential and proprietary to the Disclosing Party, including without limitation, strategies, financial information, product information, employee information, customer and client information, pricing, trade secrets, Customer Property, Doxim Property, the

Master Agreement, Schedules, SOWs and Exhibit 1. The Confidential Information will be used for no purpose other than for the Receiving Party to exercise its rights and fulfil its obligations under the Agreement.

11.2. Nothing in this Section 12 shall restrict the Receiving Party from disclosing Confidential Information of the Disclosing Party (1) if disclosed to its affiliates, lawyers, accountants, auditors, managers, representatives, contractors, employees and consultants who have a need to know the Confidential Information in order to fulfill the party's obligations in the Agreement (collectively, the "**Representatives**"), provided that, prior to the Receiving Party disclosing Confidential Information to its Representatives (i) such Representatives are informed by the Receiving Party of the confidential nature of the Confidential Information and the obligations in this Agreement, and (ii) such Representatives are subject to written confidentiality obligations similar to the confidentiality obligations set out in the Agreement, and in all instances each party will be responsible for its Representatives' compliance with the foregoing, or (2) to the extent required by applicable law, including without limitation requests by a regulatory or administrative authority, provided the Receiving Party provides prior written notice to the Disclosing Party to the extent practicable and permitted by law.

11.3. The Receiving Party will (i) protect the Confidential Information of the Disclosing Party from unauthorized access, use or disclosure, (ii) use at least the same degree of care it uses to protect its own Confidential Information of a like nature; and (iii) access, use and reproduce the Confidential Information of the Disclosing Party only as permitted under the Agreement.

11.4. Confidential Information excludes information which: (a) is rightfully in the Receiving Party's possession without breach of this Section 12; (b) is or becomes generally available to the public other than as a result of a violation of this Section 12; (c) is lawfully received by the Receiving Party from a third party that the Receiving Party knows is not prohibited or limited from disclosing such information; or (d) is independently developed by the Receiving Party or its Representatives without any use of or reference to the Confidential Information.

11.5. **Injunctive Relief**. The parties agree that breach or threatened breach of this Section 12 by a party or its Representatives may cause immediate and irreparable injury to the other party and that, in the event of such breach or threatened breach, the injured party will be entitled to seek injunctive relief as well as any other legal remedies available without being required to post any bond or to prove any actual damages or other similar requirement required to seek injunctive relief.

11.6. **Disclosure Required By Law**. Notwithstanding anything to the contrary in the Agreement, Doxim may disclose all or part of Customer Property if required by law. Unless prohibited by law, Doxim will provide Customer reasonable notice and an opportunity to challenge such disclosure.

12. <u>**General.**</u>

12.1. **Customer References**. Customer grants Doxim a non-exclusive, non-sublicenseable, royalty free, worldwide licence to use Customer's trademarks, service marks, trade names, logos, or other commercial or product designations (collectively the "**Marks**") only for the purpose of marketing and promoting Doxim's services. Customer may terminate Doxim's right to use the Marks, in whole or in part, upon written notice to Doxim.

12.2. **Severability and No Waiver**. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated. The parties agree to replace any invalid provision with a valid provision that most closely approximates the spirit and intent of the invalid provision. The waiver by either party of a breach of any provision of an Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

12.3. **Assignment**. Except for the right to receive payment and except as provided in Section 5 above, neither party may assign nor delegate the Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided however, either party may assign the Agreement without the other party's consent if such assignment is to a parent or affiliate, to a successor in interest to substantially all of the business of that party to which an Agreement relates or as part of a corporate reorganization. An assignee of either party authorized hereunder shall be bound by all the terms of an Agreement and shall have all of the rights and obligations of the assigning party set forth therein. The provisions contained herein are for the sole benefit of the parties hereto.

12.4. **Independent Contractors**. The parties to the Agreement are independent contractors and no agency, partnership, joint venture or employment relationship is intended or created. Except as expressly stated in an Agreement, neither party shall have the power to obligate or bind the other.

12.5. **Governing Law, Jurisdiction and Venue**.

(a) **United States**. If the Customer is a U.S. entity or individual and this Agreement is entered into with Doxim Inc., the Agreement shall be construed pursuant to the laws of the State of Arkansas, United States without regard to conflict of law principles or choice of law doctrine. Any action or proceeding will be brought exclusively in the courts located in Arkansas.

(b) **Canada**. If the Customer is a Canadian entity or individual and this Agreement is entered into with Doxim Solutions ULC, the Agreement shall be construed pursuant to the laws of the Province of Ontario, Canada without regard to conflict of law principles or choice of law doctrine. Any action or proceeding will be brought exclusively in the courts located in Toronto, Canada.

(c) The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

12.6. **Notices**. Notices shall be in writing and will be deemed delivered on the day it is personally served, when received by successful transmission via facsimile, or on the date delivered if sent via certified or registered mail to the following addresses (or to such other addresses given in writing by either party to the other).

If to Customer: at the address in the Schedule or SOW.

If to Doxim Inc. at: 2200 Production Drive, Indianapolis IN, 46241 United States
Attention: Legal Department
With a copy to: legal@doxim.com

If to Doxim Solutions ULC at: 1160 – 2375 Fremont Street, Port Coquitlam, BC Canada V3B 0N9
Attention: Legal Department
With a copy to: legal@doxim.com

12.7. **Counterparts**. Each Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

12.8. **Force Majeure**. Neither party is liable for any delay or failure to perform any obligation under an Agreement where the delay or failure results from a Force Majeure. "**Force Majeure**" is a cause of action beyond the party's reasonable control including catastrophic events, wars, terrorism, utilities or telecommunications failure, strikes or other labor disputes, accidents, fires, weather conditions materially preventing or impairing work, equipment or machinery failure, delays in transportation, civil commotion, sabotage, interruption by government, court orders, and material changes in applicable legislation and regulations. Notwithstanding any other provision of an Agreement, if a party is wholly or partly unable to perform material elements of its obligations hereunder, that party shall be relieved of those obligations to the extent, and for the period, that it is affected by Force Majeure provided the affected party gives the other party prompt written notice of such inability. The party affected by Force Majeure shall use all reasonable efforts to remedy the situation and remove the cause of its inability to perform, in a timely manner, provided that there shall be no obligation on a party so affected to settle labor disputes or to test or to refrain from testing the validity of any order, regulation or law in any court having jurisdiction.

12.9. **Non-Solicitation**. Both Doxim and Customer agree that during the Term and for a period of one (1) year following the expiration or termination of an Agreement, neither party shall, directly or indirectly, hire or offer to hire or entice away or in any other manner persuade or attempt to persuade any officer, employee, or agent of the other party to discontinue his or her or its relationship with that other party. The foregoing prohibition does not apply to Doxim or Customer advertising positions in the normal course of its business or where the employee contacts the hiring party on his or her own initiative, provided, in both instances, the hiring party does not induce the employee to apply for the position or leave its employ.

12.10. **Survival**. The following sections shall survive the expiration or termination of the Master Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 2.1, 2.4, 2.5, 2.6, 6.5, 7.2, 7.4, 8, 9, 11, 12 and 13.

12.11. **Entire Agreement**. The Agreement, and any documents referenced in the Agreement, constitute the complete agreement between Doxim and Customer with respect to the subject matter hereof and supersedes any prior agreements or understandings. This Agreement may only be amended by a document that references this Agreement and that is signed by both the Customer and Doxim.

12.12. If you are located in the United States, then you are contracting with Doxim Inc. with a registered office at 200 Bellevue Parkway, Suite 210, Wilmington DE, 19809 United States. If you are located in Canada, then you are contracting with Doxim Solutions ULC with an office at 1380 Rodick Road, Suite102, Markham, ON, Canada L3R 4G5.

By signing below Customer and Doxim agree to the terms and conditions in this Master Agreement and acknowledge they have the authority to bind their respective companies.

Doxim	**Customer: The City of Bentonville**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Exhibit 1
Support Services and Service Level Agreement

This Exhibit 1 "Support Services and Service Level Agreement" ("**Exhibit 1**") is incorporated into and governed by the attached Master Services Agreement. Capitalized terms and definitions used in this Exhibit 1 but not defined herein will have the meanings described in the Master Agreement and applicable Schedule and SOW.

1. Definitions

(a) **"Business Day"** means a 24-hour day other than Saturday, Sunday or statutory holiday.

(b) "**Business Hours**" means (i) 8am – 6pm EST for the U.S., and (ii) 8:00 a.m. to 8:00 p.m. EST for Canada.

2. Support Services

(a) Definitions:

(i) "**Recovery Time**" means the time by which Doxim implements a Workaround for an incident.

(ii) "**Response Time**" means the time by which Doxim notifies one of Customer's support contacts that Doxim has assigned the incident reported by Customer to Doxim's customer support team for assessment and resolution.

(iii) "**Solution**" means a final solution to resolve an incident which causes the Services to conform to and operate in accordance with the descriptions and specifications set out in an Agreement by providing the same level of functionality and results that occurred immediately prior to the incident. If an incident resulted in corruption of a database then the Solution means Doxim's correction and reconstruction of the database (and all related data) to the initial database structure in place immediately prior to the incident.

(iv) "**Tier 1 Support**" means the initial triaging of an incident reported to the Customer by their users of the Services.

(v) "**Tier 2 Support**" means Doxim's assessment, investigation and diagnosis of an incident reported by Customer using the reporting process identified in this Exhibit 1 so Doxim can implement Workarounds and Solutions.

(vi) **"Workaround"** means a practical, temporary solution to an incident reported by Customer using the reporting process identified in this Exhibit 1 that causes the Services to substantially conform to, and to function, operate, perform and generate results in accordance with, the requirements and specifications set out in an Agreement with substantially the same level of functionality, operation, performance and results as immediately before the occurrence of the incident.

(b) ***Responsibilities.*** Throughout the Term:

(i) Customer will provide Tier 1 Support as further described in Section 2(d) below.
(ii) Doxim will provide Customer with Tier 2 Support as described in this Exhibit 1.

(c) ***Hours of Availability***: Tier 2 Support is available during Business Hours.

(d) ***Customer Tier 1 Support Responsibilities***: Customer will be the initial point of contact for any support inquiries related to the Services. Before escalating an issue to Doxim for Tier 2 Support, Customer will engage with the individual inquiring about the Services and will use Customer's administrative access to the Services to attempt to resolve the issue. If Customer is not able to resolve the issue using Customer's administrative access to the Services, then Customer can report the issue to Doxim to receive Tier 2 Support.

(e) ***Tier 2 Support Procedure***: In order to receive Tier 2 Support, Customer must report all incidents to Doxim using the contact information in Table 3.

(f) ***Assistance by Customer***: If Customer reports an incident to Doxim for Tier 2 Support, Customer will reasonably assist Doxim in order for Doxim to properly diagnose and resolve the incident. At a minimum, Customer must provide the following information and any additional information reasonably requested by Doxim: a detailed description of the issue, a description of the efforts made by Customer to resolve the issue and the results of those efforts.

(g) ***Responding to Incidents***:

All Tier 2 Support incidents submitted to Doxim using the process described in this Exhibit 1 will generate an incident number. Doxim will acknowledge and respond to each reported incident in accordance with the applicable Response Times set out in Table 2 below and will thereafter, as promptly as possible in the circumstances, perform all work required to verify, assess, and resolve reported incidents. Doxim will use reasonable efforts to provide updates to Customer for P1 and P2 incidents not less than every two hours following the initial response or within a different timeline for updates that Doxim agrees upon in writing.

(h) ***Tracking/Reporting***:

(i) **Incident Number**: The incident number must be referred to by both parties in all communications.

(ii) **Incident Handling System**: Doxim will log and track information regarding all Tier 2 Support incidents using Doxim's electronic issue handling system which will include the date and time for each of the following: (i) when a Tier 2 Support request is received by Doxim; (ii) when Doxim provides the requested Tier 2 Support for the incident; and (iii) the names of Customer's representatives involved in each communication. Doxim will promptly update the information in the electronic issue handling system on an ongoing basis to reflect the progress of work.

(iii) **Monitoring / Reporting**: Support incidents are reviewed during Doxim's regular monthly managers meeting. The incidents are discussed and key points / challenges are highlighted and used, as appropriate, to address internal issues applicable to the incident reported.

(iv) Within a commercially reasonable timeframe after Customer's written request, Doxim will provide Customer with information regarding the progress of Doxim's work to resolve an incident, including the current status of the incident, details of the work to date to resolve the incident, details of planned work to resolve the incident and the estimated time to resolve the incident.

(i) ***Workarounds***: When Doxim implements a Workaround for an incident, Doxim may request written confirmation from Customer that the Workaround is satisfactory and effective. Customer agrees it will promptly respond to Doxim's confirmation request.

(j) ***Solutions***: Doxim will use commercially reasonable efforts to implement a Solution for each incident as soon as reasonably possible. When Doxim implements a Solution for an incident, Doxim may request written confirmation from Customer that the Solution is satisfactory and effective. Customer will promptly respond to Doxim's confirmation request.

(k) ***Priority Levels***: Each incident will be assigned a Priority Level by Doxim in order to establish the urgency and appropriate level of response, based upon the criteria below in Table 1. Upon written request by Customer from time to time and provided such requests are reasonable, Doxim will reassess the Priority Level assigned to such incident and if Doxim determines the Priority Level of an incident should be changed Doxim will change the Priority Level using the information provided by Customer. If Customer disagrees with the Priority Level of an incident, then the Priority Level specified by Doxim will apply and govern until Doxim implements a Workaround for the incident.

Table 1 – Incident Priority Levels

Priority Level	Description
P1	An incident that: (1) causes important functionality, operation, performance or results of the Service to be inoperative or unstable, or causes the Service to yield flawed results/output; (2) impairs the security or integrity of the Service or of any data stored in the Service or presents a risk of a security or privacy breach (including unauthorized access to or disclosure of data stored in the Service); or (3) is reasonably expected to be likely to do any of the above in the immediate future.
P2	An incident that is not Priority Level P1, but nevertheless degrades or impairs (other than in an inconsequential, temporary and non-recurring manner) an important functionality, operation, performance or results of the Service or is reasonably expected to be likely to do so in the near future.
P3	Any incident that is not Priority Level P1 or P2 but is not merely cosmetic or trivial. The following are examples of possible P3 priority level incidents: (a) isolated instances in which an individual member's eStatement is not available or accessible by the member or

	Customer's staff: or (b) isolated instances in which the Solution is temporarily inaccessible for a short period by an individual member of Customer's staff.
P4	Any incident that is not Priority Level P1, P2 or P3

Table 2 – Support Response SLA	
Priority Level	Response Time
P1	2 Business Hours
P2	4 Business Hours
P3	6 Business Hours
P4	Next Business Day

Table 3 – Doxim Contact Details for Support Services		
	Canada	**United States**
Email contact and Web submission	support@doxim.com www.doxim.com/technical-support-request	support@doxim.com www.doxim.com/technical-support-request
Telephone	(905) 475-9876 or 1-866-475-9876	1-888-354-0118

In order to receive notifications, Customer must provide Doxim, in writing, with current Customer contact information for such notifications.

3. **Service Levels.** The following describes the performance metrics ("**Service Levels**") for the products and services offered by Doxim:

(a) **Service Levels: SaaS Availability**

(i) ***Definitions:*** The following definitions apply to this section:

(1) "**Available**" and "**Availability**", means the SaaS is accessible and responds to a request or query within three seconds at the 95th percentile measured at five (5) minute intervals by timing responses to enquiries using a commercially available, third-party tool that measures availability at the edge of Doxim's network.

(2) "**Emergency Maintenance Period**" means a period during which Doxim intends to perform maintenance work on the Services that Doxim in good faith determines cannot be reasonably performed during a Maintenance Window.

(3) "**Maintenance Window**" means 6:00 a.m. to 12:00 p.m. (Eastern Time) on Sundays. Doxim will provide Customer with no less than 10 (ten) Business Days' written notice of Doxim's intention to utilize a Maintenance Window.

(4) "**Planned Downtime**" means the time that the SaaS is not Available during either a Maintenance Window or during an Emergency Maintenance Period.

(5) "**SaaS"** means the Software provided by Doxim that is included with the Services, as more specifically described in the applicable Schedule.

(6) **Total Monthly Fees**" means all fees paid or payable by Customer in respect of the affected SaaS for the applicable month in which a Service Level is not met.

(ii) ***Service Levels***: The SaaS will be Available not less than 99.5 percent of the time, calculated on a monthly basis. Customer acknowledges and agrees that the aforementioned Service Level obligations (and Service Level Credits in Section 5 below) are subject to and will not apply to the extent the Service Level is affected by (i) a Planned Downtime, (ii) Maintenance Window, (iii) Emergency Maintenance Period, (iv) acts or omissions of Customer or its employees, contractors, agents, vendors or End Users, (v) cyber-security attacks on Doxim's systems, (vi) a force majeure event, and (vii) third party products and services including without limitation telecommunication, Internet and third-party software and hardware providers, (collectively "**Unavailability Criteria**").

(iii) ***Minutes***: For the purposes of calculating Availability, Planned Downtime, Maintenance Window and Emergency Maintenance Period, a fraction of a minute that is less than a half minute will be rounded down and a fraction of a minute that is half a minute or greater will be rounded up.

(iv) ***Monitoring/Reporting***: Within fifteen (15) days of Customer's written request for information about Service Levels not being met by Doxim , Doxim will deliver to Customer an incident report detailing the cause of and actions taken with respect to Service Levels in this section not being met.

(v) ***Service Level Credits***: If the actual Availability of the SaaS during a month is less than the Service Levels, and subject to such Service Levels being impacted by the Unavailability Criteria, then Doxim will provide Customer with a Service Level credit ("**Service Level Credit**") equal to a percentage of the Monthly Fees for the relevant month and the relevant SaaS product, in accordance with the following Table 4:

Table 4 – Service Level Credits	
Unavailability	Service Level Credit
Two failures to achieve the SaaS Service Levels during any semi-annual calendar period (January-June and July-December of each year).	10% of SaaS Monthly Fees
Three failures to achieve the Service Levels during any semi-annual calendar period (January-June and July-December of each year).	25% of SaaS Monthly Fees.

(vi) If the Service Levels are not met for six (6) consecutive months because Doxim did not meet the Service Levels and not as a result of Unavailability Criteria, then, in addition to the above remedies Customer may, at its option:

(1) Require Doxim to form a working group, including representatives from Customer, to review the situation and propose solutions. The costs of creating any such joint plans and implementing any solutions shall be paid by Doxim, or

(2) Request that an independent third party, mutually agreeable to the parties, review the situation and propose solutions. The costs of creating any such joint plans and engaging any such third party shall be paid by Doxim.

Both Doxim and Customer will work together in good faith to resolve the issue and agree upon a solution.

APPENDIX B

RFP-25-48
Scope of Work and Services

Doxim Customer Communications Management (CCM) Product Schedule ("Schedule")

This Schedule for the Doxim Customer Communications Management (CCM) products (individually or collectively referred to as "Product" or "Products") is governed by the Doxim Master Services Agreement with an Effective Date of **November 15, 2025** (the "**Master Agreement**"), as the same may be modified, updated, amended or otherwise changed from time to time between **the City of Bentonville** ("Customer", "you", "your") and the Doxim entity listed therein.

This Schedule is effective as of **November 15, 2025** (the "Schedule Effective Date"). Capitalized terms used in this Schedule but not defined herein will have the meanings described in the Master Agreement. The Schedule is incorporated into and governed by the Master Agreement. The Master Agreement and this Schedule are collectively referred to as the "Agreement". If any of the terms in this Schedule conflict with the terms in the Master Agreement, the terms in this Schedule take precedence and prevail over the Master Agreement conflicting terms.

1) **Doxim CCM Products and Services**

Product, Optional Products and Professional Services are considered "Services". Customer is purchasing and Doxim will provide Customer with the Services as summarized below and detailed in Exhibit A. Mark "x" for applicable Services:

a) ☒ **Data and Document Processing** is comprised of the following core features:
- i) Receive data and files
- ii) Data parsing
- iii) Postal processing
- iv) Application of production integrity controls

b) ☒ **Document Composition** is comprised of the following core features:
- i) Support for data-driven, dynamic documents
- ii) Output for print, digital and archival formats
- iii) Secure processing environment

c) ☒ **Print and Mail** is comprised of the following core features:
- i) Print production
- ii) Document insertion
- iii) Production integrity managed by page level controls
- iv) Submission to postal service

d) ☒ **Digital Services** is comprised of the following core features:
- i) Document storage
- ii) Document presentment via API to current Invoice Cloud customer portal
- iii) Online Admin Portal

2) Service Levels

Doxim will provide Services in accordance with the service levels set out in Exhibit B.

3) Fees

You will pay the Fees set out in Exhibit C.

4) Additional Terms

a) Fees for the Services are exclusive of postage and taxes.
b) Fees are based on projected volumes set out in Exhibit A. Doxim reserves the right to reassess Fees based on volumes that are 25% lower than the projected volumes.
c) In cases where Print and Mail services are being provided:
   i) If your documents are printed in color, you agree to a maximum coverage for full color print that is not more than 15% of the page.
   ii) If standard Doxim paper and envelopes are not used, Fees for any materials ordered explicitly for your use will be due upon receipt.
   iii) For the materials used by Doxim in connection with the Services (including, without limitation, paper, and envelopes), the Fees shall be subject to increases from time to time based on then current market rates. We will provide you with at least thirty (30) days prior written notice of any such increase in Fees.
   iv) Prior to the commencement of services, a postage deposit equivalent to sixty (60) days of postage expenses, totaling ~$20,000, will be required. This deposit will be held in escrow for the duration of the Product Schedule. The escrowed deposit will be returned to the Customer after the services are no longer provided, and any outstanding invoices have been paid in full. If postage costs increase during the contract term, the deposit amount may be reevaluated and adjusted to ensure it continues to reflect sixty (60) days of postage expenses at the updated rates. Any such increases in postage will also be passed through and billed to the Customer accordingly. You will pre-fund postage fees thirty (30) days in advance of the need for the postage fees
d) In cases where text messaging services (SMS) are being provided, the telco carrier fees associated with the message recipient’s service provider are subject to change without notice.
e) Data stored in Doxim systems will be purged 60 days after termination or expiration of the Agreement. You will have until the termination or expiration of the Agreement to provide a written request to Doxim if they wish to transition the data. A transition quote based on the estimated effort and then current Professional Services rate will be provided to you for approval.
f) You will be responsible for performing your own review to certify that any work performed meets your own compliance guidelines.
g) You will be responsible for adhering to acceptable use standards as defined in Doxim-provided Services information, user training and user documentation.

5) Schedule Term

The term of the agreement shall be for a one (1) year term renewable annually upon mutually written agreement via amendment for a maximum term not to exceed three (3) years. The Initial Term and Renewal Term are collectively referred to as the “**Term**”.

Doxim Customer Communications Management (CCM) Product Schedule (“Schedule”)

By signing below, Customer and Doxim agree to the terms and conditions in this Schedule and acknowledge they have the authority to bind their respective companies.

Doxim	City of Bentonville
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Exhibit A: Product and Service Details

1. **Data and Document Processing**
   Doxim will:
   a) Maintain an SFTP site for you to submit input data / files
   b) Process input data and files as per your requirements established in an implementation project, change request and/or work order.
   c) Provide the following postal processing services for all in scope document types:
      i) ☒ CASS address standardization
      ii) ☒ Pre-sort, IMB creation
      iii) ☒ NCOA for address changes
   d) ☒ Householding of print documents as required
   e) Provide these Services for the following in-scope document types:

In-Scope Document Type	Cycle	Projected Volumes per Cycle
Statements	Monthly	30,000
Notices (Shut off + Final Delinquency)	Monthly	3,500

2. **Document Composition**
   Doxim will:
   a) Maintain customized document templates to support the in-scope document types
   b) Incorporate static backer page into documents as required
   c) Support data insertion and merging to compose final documents for required output formats
   d) ☒ Support static document onserts and message changes.
   e) ☒ Support appended inserts i.e., addition of static pages to end of each document
   f) ☒ Support targeted messaging on both printed statements and/or digital documents if configured in a current application
   g) Apply production control marks to support static and selective insertion by document type
   h) Provide these Services for the following in-scope document types:

In-scope Document Types	Inserts	Output Formats
Statements	Selective	Print, PDF, Archive
Notices	None	Print, PDF, Archive

3. **Print and Mail**
   Doxim to provide:
   a) Print of full color, duplex, multiple page documents with dynamic perforations
   b) Collation, folding and insertion into specified envelopes
   c) All required preparation and paperwork for mail entry to the postal service
   d) Materials as specified for the in-scope document types:

Documents	Stock	Envelope
Statements	24# bond	Standard double window outgoing #10 and selective standard single window BRE
Notices	20# bond	Standard outgoing double window #10

4) Digital Services

Doxim will provide:

Services	Details
Document Services	
☒ Document storage	24 months + PDF transfer or 36 months retention
☒ Document presentment via customer portal	
☒ Document presentment via API	
CCM Admin Portal: Self-Serve Features	
☒ Document archive access	Post all
☒ Document notifications management	
☐ Account / servicing notifications management	
☒ Static document onsert management	
☒ Appended insert management	
☐ Document approval: preflight, production	
☒ Document exception management	
CCM Admin Portal: Reporting	
☒ Address QA	
☒ File / document processing	
☒ Production job status reporting	
☐ Operational event notifications	
CCM Admin Portal: Premium Features	
☒ Piece level production status tracking	
☒ USPS Informed Visibility mail tracking	
☐ Targeted onserts (self-serve)	
☐ Adhoc correspondence (self-serve)	

Exhibit B: Service Levels

1. Doxim will provide a turnaround for services contained in this Agreement according to the table listed below according to the following definitions:
   a) Turnaround times are calculated based upon when final, complete and approved documents/marketing materials/data are received by Doxim. This is Day 0.
   b) Documents/marketing materials/data received after 10 a.m. (Eastern Standard Time) are considered late and Day 0 will be considered as the next business day.
   c) Except for Daily Jobs, all turnaround times are Day 0 plus 1 day.
   d) Doxim will provide a same day turnaround for Daily Jobs with the understanding all final and approved notice files and postage are received by 6:00 a.m. (Eastern Standard Time); otherwise, delivery will be the next business day.

2. Service turnaround times in days excluding weekends and holidays (as noted below):
   a) Changes to applications, or other software changes, must be completed and approved by 4:00pm ET the business day prior to the document application being processed.
   b) Message changes or other minor formatting changes can be submitted up to one business day prior to document processing.
   c) Approved cycles received by 12:00 am EST, with total volumes of approximately two days' of documents will be processed and printed at standard service levels.
   d) Approved cycles are document cycles that have been reviewed and authorized to print by you unless you have waived such review in writing.
   e) Holiday schedule: The actual holiday schedule for each calendar year will be provided to reflect the observed date.

Holiday	Date	Holiday	Date
New Year's Day	January 1	Labor Day	1st Monday in September
Martin Luther King Day	3rd Monday of January	Thanksgiving	4th Thursday in November
Presidents Day	3rd Monday in February	Day After Thanksgiving	4th Friday in November
Memorial Day	Last Monday in May	Christmas Eve	December 24
Independence Day	July 4	Christmas Day	December 25

Exhibit C: Service Fees

1. **Recurring Fees**
   You will pay Doxim the fees based on the pricing below for **CCM Products** included in this Agreement. Fees are based on projected volumes set out in **Exhibit A.**

All applicable Service Fees are marked with an "x":			
	Products/Services	**Description**	**Fee**
	Data and Document Processing		
☒	Data and file transmission	File transmission protocol maintained to receive and deliver files between Customer and Doxim	Included
☒	Data parsing	Defined data parsing and processing workflows maintained for expected input files	Included
☒	Householding	Aggregation of documents in single mail package	Included
☒	Postal processing	CASS/DPV standardization, IMB barcodes, postal qualification	Included
☒	NCOA processing	NCOA address changes to comply with USPS Move Update standards	$0.25/changed address
	Document Composition		
☒	Document composition	Creation of documents using client-provided data, established templates and business rules	Included
☒	Print output file	Creation of production file for print and mail, production integrity controls in place, presorted with mail tray tags and paperwork to support maximum postal discounts	Included
☒	PDF output file	Creation of PDF documents for paperless accounts	Included
☒	Archive output file	Archive PDF and index (36 months) or (24 months + PDF transfer)	$0.03/document
	Print and Mail		
☒	Base statement package	Includes standard duplex printed sheet, inserted into outgoing #10 envelope	$0.117/package
☐	Statement print/mail	Print imaging only	Included
☒	Notice print/mail	Processing and print	$0.117/package
☒	Additional page print/mail	Print and insert for additional document pages	$0.06/sheet
☒	Physical inserts	Inclusion of client supplied physical inserts into mail package	$0.01/insert
☐	Co-mingling of non-	Reduce postage cost by co-mingling non-	Included

	qualifying mail packages	qualified mail pieces	
	Digital Services		
☒	Document storage	Indexing and storage of digital documents for 24 months + PDF transfer or 36 months retention	$0.03/doc
☒	Doc access via API	Support API endpoint	Included
☒	Online Admin Portal	Licensing fee for CCM portal that allows you access to job tracking and management of document processes	$850/month
☒	Document Lifecycle Reporting	Online job-tracking module that provides real-time updates of the entire production process.	Included
☒	Exception Management	Online bill review and audit tool that presents bills based on triggered business rules. Not available with pre-composed input.	Included
☒	Documents by Account	Online interface for your internal teams to view stored digital documents.	Included
☒	Address QA	Manage undeliverable addresses before mailing	Included
☒	Message Management	Online on-bill message management tool to provide you with direct control of content on your bills.	Included
☐	Adhoc Letter Management	Self-serve letter creation tool that allows you to submit letter batches directly to Doxim Production and digital storage	Included
	Optional Services		
☒	Additional Materials	Production of additional materials / inserts for document mailings	Quoted upon request
☒	Adhoc mailings	Processing, composition, print and mail of adhoc document packages	Quoted upon request

2. **Implementation / One Time Fees**
   a) This Agreement is subject to a one-time implementation fee of $5,000 as set out in the Statement of Work in **Exhibit D**.
   b) If you require Professional Services for development work during the Term, the fees for those Services will be described in a Statement of Work, Change Request or Work Order that you will approve and accept before the work is initiated.
   c) This Agreement's Professional Services rate is $180/hr.

SCOPE OF SERVICES

Service Provider shall be responsible for securely receiving and processing billing data files, producing customer bills in full-color, duplex (two-sided) format, fold, insert, and seal bills into #10 window envelopes, presort and prepare for induction into the U.S. Postal Service (or applicable postal carrier) and providing the City with monthly reports. All services must be delivered in compliance with industry standards for data security, print production, and mail processing

1. *Data Management & Pre-Production*

- Securely receive and process billing data files from The City in the agreed format.
- Perform data validation, cleansing, and postal address standardization (CASS certification, NCOA updates).
- Apply approved bill templates, logos, and formatting in compliance with City's branding guidelines. Conduct pre-production proofing for City review and approval prior to live production.
- Provide seamless integration with Invoice Cloud for PDF presentment to ensure bills are available electronically in the customer portal.
- Interface directly with CentralSquare Technologies' Naviline CIS system to support data transfer, formatting, and ongoing operational compatibility.

2. *Printing & PDF Bill Design*

- Produce customer bills in full-color, duplex (two-sided) format. Bill Layout:
  a) Front Page: Provide a clear summary of account information, balance due, due date, and payment options. Include a Message Center section capable of delivering tailored communications to customers either at the individual account level or globally to all customers.
  b) Back Page: Display detailed service usage information (e.g., meter readings, consumption history, service breakdowns).
- Ensure print and electronic versions match in layout and content.
- Provide a secure portal for City staff to manage Message Center communications, including scheduling, targeting, and content approval.
- Integrate additional inserts, flyers, or regulatory notices as requested.

3. *Finishing & Mailing*

- Fold, insert, and seal bills into #10 window envelopes (or other City-approved envelope stock). Match mailing components using barcode verification or equivalent integrity controls.
- Presort and prepare mail for induction into the U.S. Postal Service (or applicable postal carrier) with optimized postage rates.
- Provide confirmation of delivery to postal services with daily/weekly reconciliation reports.

4. *Quality Assurance*

- Maintain 99.9% or higher accuracy for print-to-mail match.
- Implement sample audits and random pulls for quality checks.
- Track and report on production issues, misprints, or undeliverables.

5. *Reporting & Customer Support*

- Provide monthly reports summarizing print volumes, postage usage, and undeliverables.
- Maintain service logs and performance metrics to ensure compliance with agreed Service Level Agreements (SLAs).
- Provide City with a designated account manager and support team for issue resolution.

6. *Security & Compliance*

- Handle all City data in compliance with applicable data security regulations (e.g., SOC 2, PCI DSS, HIPAA if applicable).
- Maintain secure facilities and processes for data transfer, storage, and destruction.
- Provide business continuity and disaster recovery documentation upon request

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APPENDIX C

RFP-25-48
Schedule of Fees and Services

PRICE

Base Services		
Base bill package: processing, 1 full color, duplex printed 23# sheet, standard #9 single window BRE (as required) inserted into standard #10 double window envelope, CASS processing, presort, excludes postage	$0.117	Per package
Additional duplex printed sheet	$0.06	Per sheet
eBill creation, notification with bill access	$0.117	Per record
Doxim CCM portal: production reporting, message management, bill QA/proofing, access to bill archive	$850	Per month
Bill archive with 24 month retention and API access	$0.02	Per document
Bill processing setup fee: new bill template creation, design data mapping, creation of business rules and implementation of products. Estimated at $15,0000, discounted to $5,000.	$5,000	One-time

Optional Services		
Return PDF archives to client	$0.01	Per PDF
Additional inserts, if provided by client	$0.01	Per insert
NCOA	$0.25	Per address change
Special handling/oversized packages	$0.75	Per package
Bill pulls	$12	Per bill pull
Creation/production of additional inserts	Estimated upon request	
Warehousing of client materials	$25	Per skid per SKU per month
Professional services	$180	Per hour
Minimum job run fee	$200	Per job run
Postage	Pass-through	Per USPS rate

APPENDIX D

RFP-25-48
Service Providers' Submission

doxim CCM

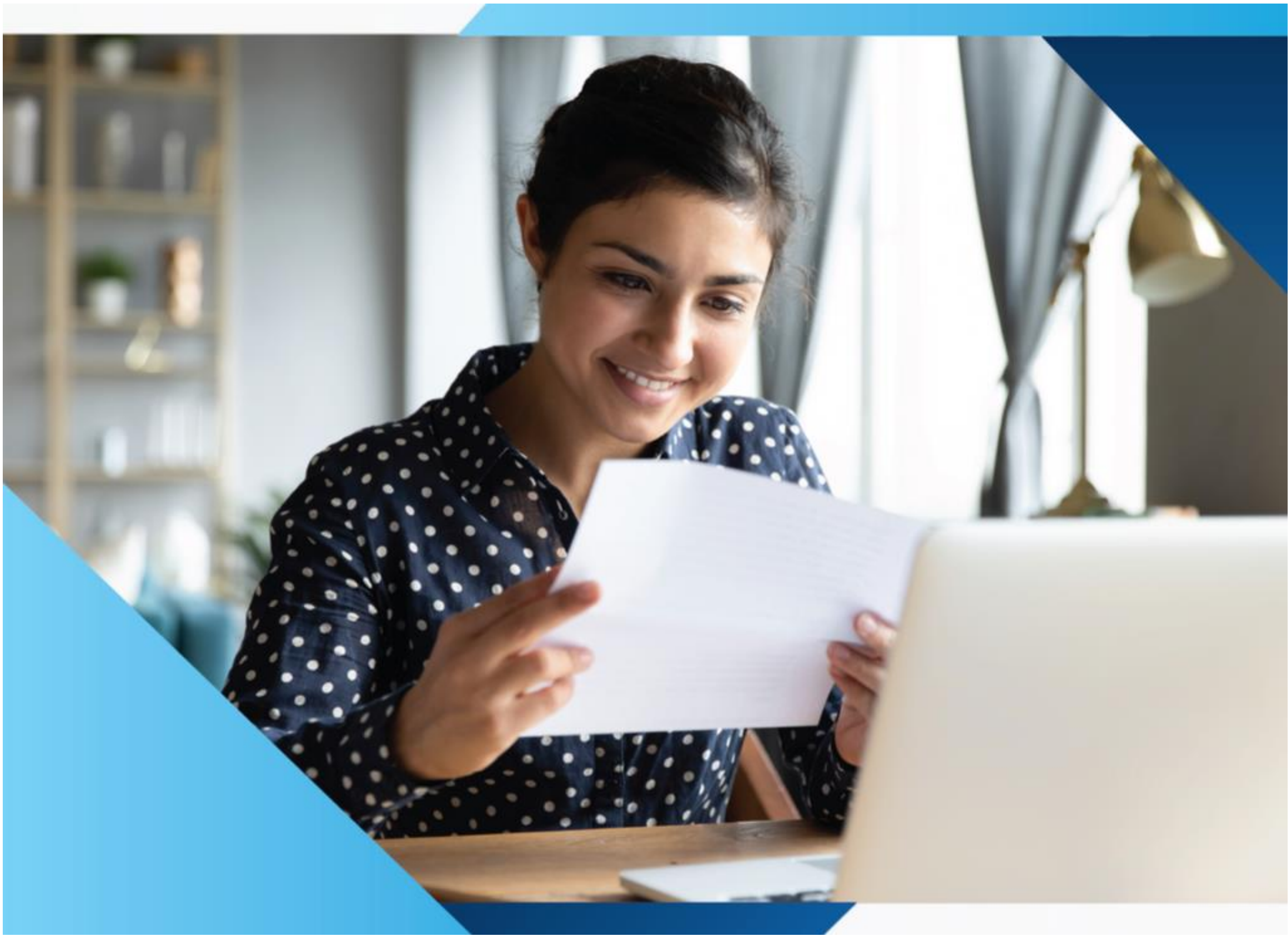
PROPOSAL FOR

CITY OF BENTONVILLE

Bill Design and Print Services RFP-25-48

Due Date:

September 25, 2025 | 4:00 PM CST



Point of Contact:

Josh Ciccia | Account Executive

519-820-5046

josh.ciccia@doxim.com

Executive Sponsor:

Mitch Anderson | Regional Vice President

205-370-5637

mitch.anderson@doxim.com

TABLE OF CONTENTS

COVER LETTER

September 25, 2025

City of Bentonville Administrative Services Building
Attn: Purchasing and Compliance Department – 2nd Floor
1000 SW 14th St
Bentonville, Arkansas 72712

RE: BILL DESIGN AND PRINT SERVICES RFP-25-48

Dear Kelsi Frederick and Evaluation Committee,

Thank you for providing Doxim with the opportunity to submit our proposal in response to your *Bill Design and Print Services RFP-25-48*. Over the past 36 months, we have had the opportunity to meet with many members of the Bentonville team and gain a deeper understanding of the City's current customer communications process. Through these conversations, we have come to appreciate both the strengths of your existing approach and the areas where there may be opportunities to streamline, modernize, and enhance the overall customer experience.

We believe that the comprehensive *Doxim Bill Redesign and Print/Mail communications* approach outlined will demonstrate how we are the right partner to support both your needs today as well as evolving future customer demands. In addition, our partnerships with over 110 utilities give us a strong understanding of the importance of delivering clear, timely, and reliable customer communications.

Furthermore, our experience in developing custom solutions that leverage CIS data – including work with CentralSquare Technologies' Naviline – uniquely positions us to provide tailored support. Doxim also brings a proven track record of helping utilities successfully transition from in-house operations to outsourced print and mail solutions.

Below is your point of contact and executive sponsor information:

Point of Contact	***Executive Sponsor***
Josh Cicca | Account Executive	Mitch Anderson | Regional Vice President
519-820-5046	205-370-5637
josh.ciccia@doxim.com	mitch.anderson@doxim.com

As requested, we have included the following required response documents with our proposal response:

- Execution of Proposal
- Appendix A: Contractor/Vendor Disclosure

- Appendix B: Non-Collusion Affidavit

Doxim’s 25-year history in the metered services industry has built a foundation of excellence. Our commitment to the city is to exceed expectations and be a trusted partner delivering reliable communications and exceptional service. We look forward to answering any questions you may have and introducing you to the Doxim team as you proceed with your evaluation process.

Sincerely,

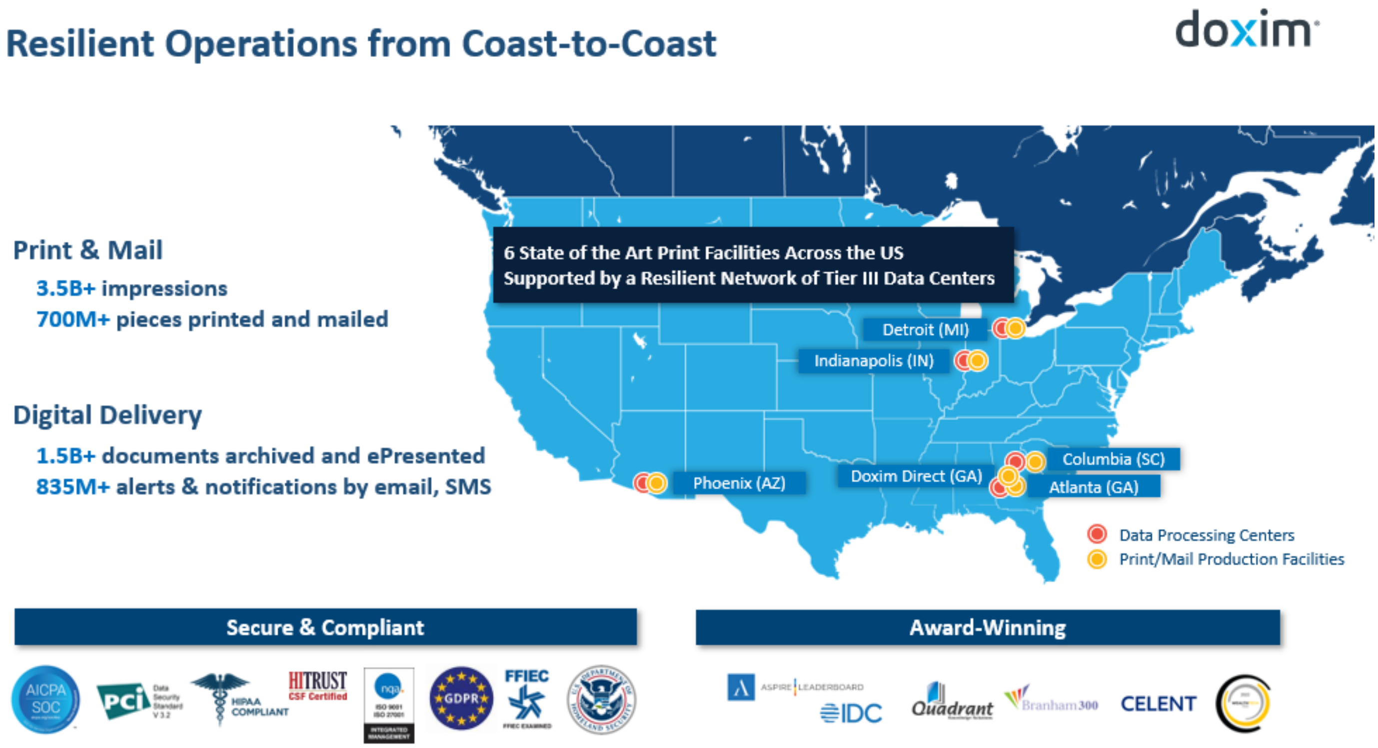
Josh Ciccia | Account Executive
519-820-5046
josh.ciccia@doxim.com

QUALIFICATIONS, EXPERIENCE, COMPETENCE AND CAPACITY

As you begin the process of selecting a best-in-class CCM partner, we are excited to introduce the Doxim Customer Communications solution and the opportunity to build a long-term strategic partnership with the Bentonville team. Our proposed solution reflects the proven scope we provide to utilities nationwide. Doxim CCM delivers a unified print and digital distribution network for all customer-facing communications, incorporating the following:

- Print distribution across North America
    - *Over 3.5B+* images annually
    - *Over 700M+* pieces of mail annually

Figure 1. Strategic Footprint



For more than 25 years, Doxim has supported utilities enhance their customer communications while maximizing engagement. Through working closely with our utility clients, we have developed and continually evolved our solutions to align with their needs and support their growth. *Figure 2* highlights a selection of our current utility partners.

Figure 2. Doxim's Utility Experience

Today, Doxim CCM, in conjunction with our print and mail offering, provides a suite of integrated technology solutions to manage essential touchpoints across the customer journey. The platform and our solutions are designed to shield you from the complexity of data management, composition and delivery, while providing business users with self-serve control such as on bill messaging that bring value to your utility and customers each day.

We are proud to be recognized as the nationally known provider of print and mail solutions for utilities, offering one of the largest production footprints with *six (6) state-of-the-art facilities in the US*, ensuring continuous error-free printing during production. Our printing capabilities include black and white printing, highlight printing, full-color printing, letter and legal-size printing, OCR printing, barcode printing, MICR check printing, and laser printer quality or better.

Key Values and Benefits

Our Doxim CCM admin platform has the capabilities to address your critical requirements and deliver many benefits, including:

- ***Streamlined operations:*** Automated end-to-end processes from receipt of source data; to custom data parsing, auditing, validation, and reconciliation; to custom document composition (bills, notices, letters, inserts and other documents) and the creation of output for print and digital delivery. All of this takes place within Doxim's strong, reliable, and scalable network of print/mail facilities and Tier-3 data centers throughout the US.

- ***CIS Expertise:*** We have experience with providing custom solutions based on your CIS data. Our team is well-versed in working with *CentralSquare Technologies' Naviline* and has established strong partnerships with several Naviline clients to date. We also have experience working with other systems such as *Oracle CC&B*, *Banner, Tyler Technologies* and *Hansen*.
- ***Flexibility and customization:*** Doxim CCM Admin Portal will give the City's stakeholders self-serve control to manage document customization, customer messaging and management, while driving the creation and delivery of relevant, timely and compelling documents to the customer's mailbox.
- ***Bill Design:*** Doxim partners with utility clients to guide the bill design, or redesign process. As the most frequent form of communication with your customers, your bill design should promote a consistent company image, communicate concise information, and maximize each communication touchpoint. We take a consultative approach with impeccable attention to detail and provide each client with a positive experience.
- ***ebill Presentment and Payments:*** We recognize the focus of this RFP is for print and mail services but wanted to mention Doxim provides the opportunity to consolidate vendors through offering the industry's most comprehensive multichannel billing and payments platform, delivering an end-to-end customer engagement solution from enrollment through reconciliation.
- ***Proven security and compliance:*** Doxim processes are built for security and compliance, making it easy to keep pace with regulatory changes. Our technology, best practices, and infrastructure are audited and verified by third parties. We have a verified cyber security posture, provide visibility and transparency to clients, enable real-time updates and alerts to clients, align with and exceed required industry standards, and are top ranked across all regulatory and security criteria.

We are confident in our ability to meet and exceed the City's printing and mailing requirements as outlined in the RFP – offering the stability and scale our clients have come to expect (see *Figure 3*) – while also leveraging your billing data to support a bill redesign. **Please refer to the** *Method of Doing Work* **section for a detailed explanation of how we fulfill all requirements outlined in the Scope of Work.**

Figure 3. Areas of Expertise

Maintenance and Upgrades

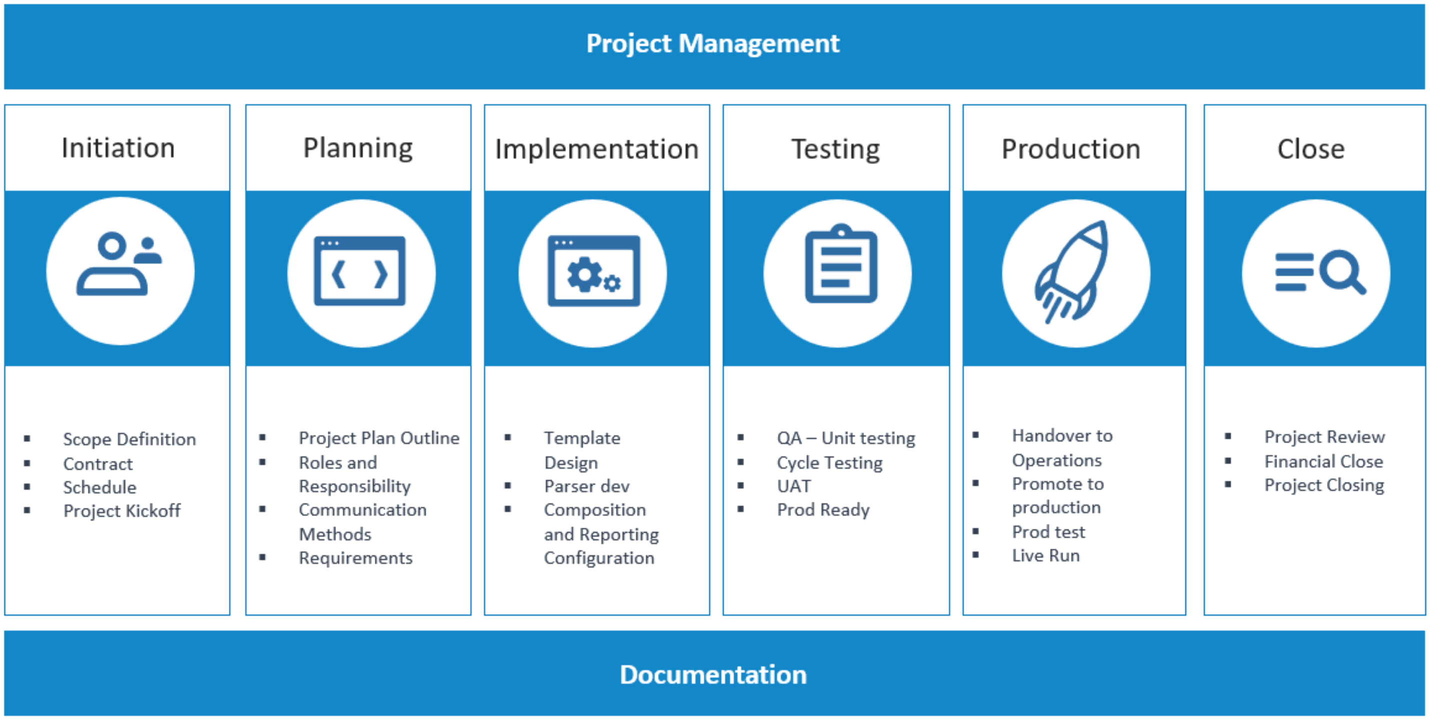
Technical maintenance and upgrades are scheduled around customer delivery timelines, with preventative maintenance performed after peak production and system updates scheduled mid-month. All downtime, whether planned or unplanned, is reviewed and authorized by the Doxim Change Approval Board (CAB) to ensure thorough testing and contingency planning. Customers are notified of updates, and project implementations are avoided during traditional holidays to maximize support and minimize service interruptions. We maintain maintenance agreements with equipment manufacturers and have in-house or co-located vendor staff for rapid response and preventative maintenance. Appropriate spare part inventories for key equipment are maintained at our production facilities.

Project Management Methodology and Implementation Methodology

We follow a well-defined project management methodology that aligns with the standard project management process groups. This structured approach ensures that all project scenarios are effectively addressed, enabling us to consistently meet – and exceed – your current and future goals, operational needs, and customer expectations.

Doxim's Project Management team applies these standard process groups throughout every engagement (see *Figure 4*):

Figure 4. Your Partner in Driving Successful Projects



To successfully execute the City's work, the following key roles and responsibilities have been defined:

Account Executive | Josh Ciccia	
Years of Solution/Industry Experience: 5+	
Primary Responsibilities:	• Consultative account manager who positions your organization to successfully engage Doxim's resources and technology via business reviews and consistent communication.
Customer Success Manager	
Years of Solution/Industry Experience: 10+	
Primary Responsibilities:	• Client Champion throughout your entire Doxim journey.
Client Services Manager	
Years of Solution/Industry Experience: 10+	
Primary Responsibilities:	• Dedicated and main point of contact for supporting your daily operational needs.

During implementation, the Project Manager (PM) will serve as a critical extension of the Account Management team, providing overall leadership and direction. This role will coordinate and guide Doxim's functional subject matter experts (SMEs) to ensure the City's communications are successfully deployed within the Doxim CCM environment.

Doxim's dedicated project team will include the following key roles and responsibilities:

<table>
<tr><th colspan="2">Project Manager</th></tr>
<tr><td colspan="2">Years of Solution/Industry Experience: 5+</td></tr>
<tr><td>Primary Responsibilities:</td><td>Facilitate the Project Kick off and Planning sessions, working with the Customer's Project Lead.
Establishing and maintaining the project Risk, Action, and Issue Management (RAID) logs.
Providing project status reports.
Scheduling and managing key project deliverables.
Managing Change Request Orders.
Scheduling and managing of Doxim's resources and SMEs as required.
Managing project budget.</td></tr>
<tr><th colspan="2">Business Analyst</th></tr>
<tr><td colspan="2">Years of Solution/Industry Experience: 5+</td></tr>
<tr><td>Primary Responsibilities:</td><td>Facilitate discovery and requirements gathering workshops (Data, Design, Delivery).
Service driven SME.
Creates and maintains Business/Functional requirements documentation within an active project phase.
Presenting / Translating documentation using clean, precise, relevant language/methods to satisfy target audience needs (Story).
Triaging project defects between Doxim and client during testing phases (QA/UAT).
Conduit and primary support between PM, QA, Development, Client Services, Product, and our clients.
Support and maintain project scope + changes.
Maintain fluid communications between all stakeholders.</td></tr>
<tr><th colspan="2">Development/Implementation Specialist</th></tr>
<tr><td colspan="2">Years of Solution/Industry Experience: 3+</td></tr>
<tr><td>Primary Responsibilities:</td><td>Develop the functionality required based on the approved requirements.</td></tr>
<tr><th colspan="2">Quality Analyst</th></tr>
<tr><td colspan="2">Years of Solution/Industry Experience: 3+</td></tr>
<tr><td>Primary Responsibilities:</td><td>Conduct the necessary testing and due diligence on each task to ensure the results are in line with the requirements.</td></tr>
</table>

We are staffed for multiple concurrent and parallel projects. *Doxim uses its own employees (Professional Services) for project work.* **Please refer to the** *Method of Doing Work* **section for a detailed explanation of our implementation process and estimated timeline to launch.**

As the project advances beyond the Planning phase, there will be critical milestones that require active participation from the City's SMEs. To ensure alignment and timely decision-making, the City's project team should include the following roles:

Project Manager/Coordinator	
Anticipated Effort: 100%	
Primary Responsibilities:	• Acts as the primary liaison and oversees the day-to-day activities of the City's team as they impact the project. • Will be asked to participate in all meetings with Doxim.
Billing / Business Process Experts	
Anticipated Effort: 75%	
Primary Responsibilities:	• Liaise with Doxim's Business Analysts and act as experts for any project questions.
IT Support	
Anticipated Effort: as required	
Primary Responsibilities:	• Will be tasked with any connectivity testing, if required.

After-Hours Availability

Standard support hours are Monday to Friday, 8:00 am to 5:00 pm CST. If after-hours support is required, we have an extended support model to meet client needs. Our IT department monitors all operating environments 24-7 and responds to emergency requests when required.

Ongoing Support

All clients are provided with a primary Client Services contact for service support during business hours. Issues can be reported via phone, email, or online ticketing system. Support SLAs are defined by incident priority: P1 (2 business hours), P2 (4 business hours), P3 (6 business hours), P4 (next business day). Updates are provided at least every two hours for P1 and P2 issues, or as agreed. Incident reports detail root cause and preventive actions upon closure.

Previous Experience and Successful Implementations

Over the past 24 months, we have successfully implemented approximately 100 new projects across North America, encompassing a wide range of complexity and regulatory requirements. These projects have included numerous engagements with municipality and utility entities, which demand high standards of compliance, accountability, and performance.

We have consistently delivered outcomes that meet or exceed expectations, and we take pride in having no unresolved implementation failures or client disputes. Our commitment to continuous improvement is supported by a strong client feedback loop, including:

- Annual customer satisfaction surveys
- Post-implementation reviews
- Customer support evaluations
- Regular input from customer advisory boards

This data-driven feedback process allows us to refine our services and maintain a high level of client satisfaction across all engagements.

References for Similar Engagements

Doxim specializes in serving the needs of Municipality and utility organizations, providing scalable, secure, and compliant solutions tailored to their operational requirements. Our extensive experience in this sector enables us to deliver reliable, high-performing services aligned with industry best practices.

For the City's review, we have included three (3) professional references from recent engagements with similar governmental or utility entities. These references will attest to our successful track record in:

- Delivering complex solutions on time and within scope
- Maintaining high-quality standards
- Demonstrating diligence and responsiveness throughout the project lifecycle

Reference #1

Customer's Business Name	**Greenville Utilities Commission**
Primary Contact Name:	Scott Mullis - Director of Customer Relations
Address:	mullisjs@guc.com
Telephone Number:	252-551-3312

Reference #2

Customer's Business Name	**City of Albemarle**
Primary Contact Name:	Bart Davis - Customer Accounts Supervisor
Address:	bdavis@ci.albemarle.nc.us
Telephone Number:	704-984-9616

Reference #3

Customer's Business Name	**Black Hills Energy (Fayetteville Arkansas)**
Primary Contact Name:	Brandon Rozema - Manager, Revenue Assurance
Address:	brandon.rozema@blackhillscorp.com
Telephone Number:	605-939-1583

Partnering for Success

We believe our extensive experience in print and mail, combined with our strategic consulting expertise, positions Doxim as a trusted long-term partner for enhancing the City's communications and supporting future growth.

With deep knowledge of the utility market and its evolving dynamics, we are uniquely equipped to help you adapt as your business needs change. Managing in-house print and mail operations can be complex, resource-intensive, and increasingly difficult in today's rapidly changing environment. That is why many organizations choose to focus on their core business while outsourcing bill creation and delivery – across both print and digital channels – to a proven partner.

By entrusting your mission-critical billing communications to Doxim, you gain a partner committed to delivering industry-leading, omni-channel solutions that streamline operations and strengthen customer engagement.

METHOD OF DOING WORK

Doxim will not be using any subcontractors. All services will be supported in-house.

Given the critical nature of utility billing, Doxim CCM was created for the purpose of billing for metered services, and this platform provides our clients with the latest approach for data reception, data parsing, document composition, bill production, selective inserting, archiving, and multiple channel delivery. *High-level functionality includes:*

- Data reception and mapping
- Document composition and management
- Postal processing services including National Change of Address (NCOA), Coding Accuracy Standard (CASS), and Delivery Point Validation (DPV)
- Online proofing
- Full-color print production
- Intelligent inserting
- Archiving/PDF services
- Multi-channel bill delivery
- Reporting statistics

1. Data Management & Pre-Production

- *Securely receive and process billing data files from The City in the agreed format.*

  We securely receive and process billing data files from Bentonville in the agreed format, including tab delimited index files and other structured formats. Data transmissions are automatically logged, processed, and tracked to the point of production printing, with production samples created and submitted for City approval prior to release.

- *Perform data validation, cleansing, and postal address standardization (CASS certification, NCOA updates).*

  Data validation, cleansing, and postal address standardization are performed using Coding Accuracy Support System (CASS) certification and National Change of Address (NCOA) updates. Delivery Point Validation (DPV) software is also utilized to maximize postal processing efficiency and ensure mailing addresses are standardized and updated, with CASS-certification and NCOA validation included as part of our address hygiene efforts.

- *Apply approved bill templates, logos, and formatting in compliance with City's branding guidelines.*

  Approved bill templates, logos, and formatting are applied in compliance with the City's branding guidelines. Our document composition services leverage client-specific templates for layout and data mapping, validating paper requirements and print quality, and ensuring branding consistency across all communications.

- *Conduct pre-production proofing for City review and approval prior to live production.*

  Pre-production proofing is conducted for City review and approval prior to live production. The Doxim CCM portal provides a bill QA review module, allowing City staff to review composed billing documents individually or by sample set based on business rules, with the ability to disposition each bill before production. Print and electronic deliveries are placed on hold until a QA-complete signal is received from the City, and records of job metrics, balancing, QA pass/fail, and SLA adherence are all maintained.

- *Provide seamless integration with Invoice Cloud for PDF presentment to ensure bills are available electronically in the customer portal.*

  Doxim provides seamless integration with Invoice Cloud to support PDF presentment within your customer portal. This ensures invoices are delivered electronically, securely, and are easily accessible to customers. Today, this integration is already established with many of your fellow utility peers utilizing both Doxim and Invoice Cloud for their billing and payment services.

  Our Enterprise Content Management (ECM) system stores and presents bills in real-time. Documents are compliant, accessible, and notifications (email/SMS) can be triggered when new bills are available.

  This API integration helps streamline operations, enhance digital self-service, and reduce service center inquiries. Below we have included *several benefits of the integration*:

  - Centralized, secure PDF document storage within our ECM platform.
  - Smooth integration with Invoice Cloud for presenting PDFs directly in your customer portal.
  - Cost savings via reduced reliance on print and mail.
  - Improved customer engagement through timely access and notifications.
  - Operational efficiencies through fewer support inquiries and quicker staff access to documents.
  - Compliance and accessibility are built into the portal experience.

- *Interface directly with CentralSquare Technologies' Naviline CIS system to support data transfer, formatting, and ongoing operational compatibility.*

  We interface directly with CentralSquare Technologies' Naviline CIS system to support data transfer, formatting, and ongoing operational compatibility. Our experts oversee the integration with existing backend systems, including industry-specific core systems, to ensure all business-critical systems work together seamlessly for optimal performance and results.

2. Printing & PDF Bill Design

- *Produce customer bills in full-color, duplex (two-sided) format. Bill Layout:*
  a) Front Page: Provide a clear summary of account information, balance due, due date, and payment options. Include a Message Center section capable of delivering tailored communications to customers either at the individual account level or globally to all customers.
  b) Back Page: Display detailed service usage information (e.g., meter readings, consumption history, service breakdowns).

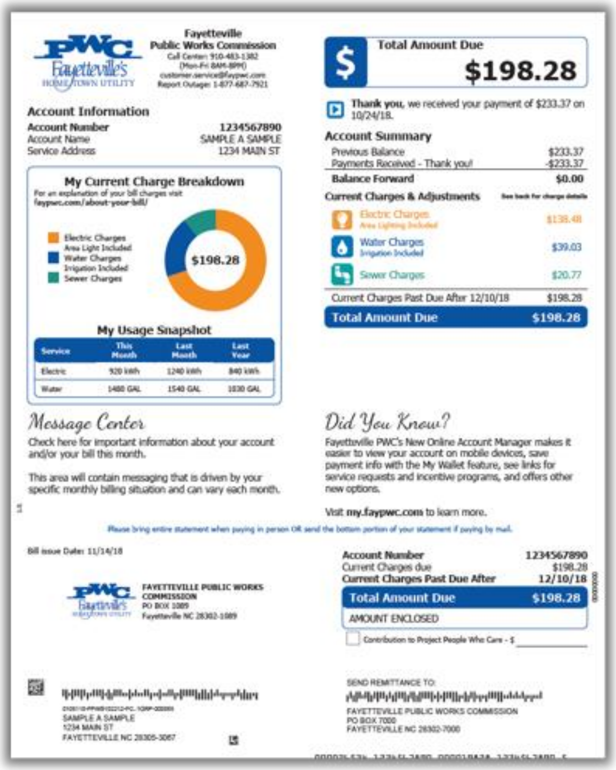
We produce customer bills, letters and notices in full-color, duplex (two-sided) format using state-of-the-art, high-volume inkjet production capabilities. Our technology supports dynamic perfing and MICR printing, enabling vibrant, accurate, and engaging documents for every customer communication. Bill Layout:

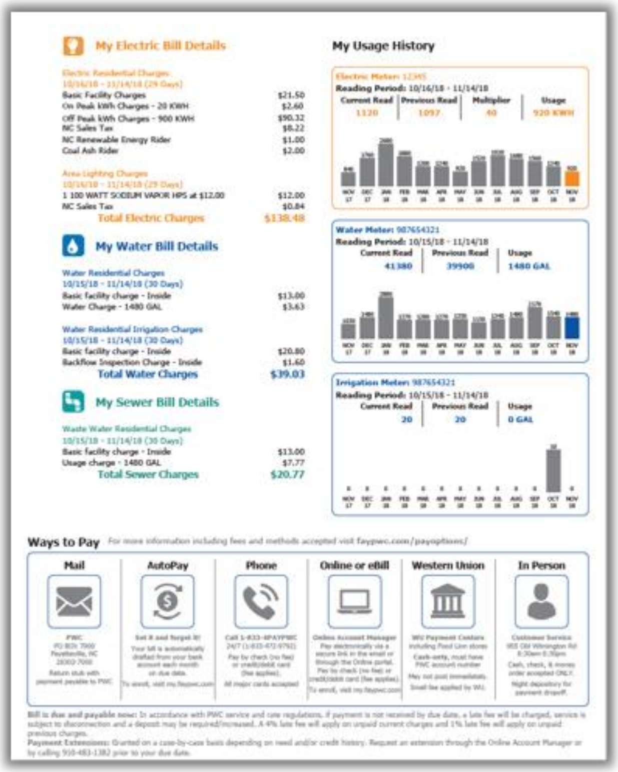
a) Front Page: We provide a clear summary of account information, balance due, due date, and payment options. The bill design incorporates a Message Center section that can deliver tailored communications to customers at the individual account level or globally to all customers. This is achieved through flexible bill composition and segmentation features, allowing targeted messaging and marketing content, including program information, payment plans, and relevant seasonal or account-status communications.

b) Back Page: The back of the bill displays detailed service usage information, including meter readings, consumption history, and service breakdowns. Our redesigns utilize color coding and graphical elements to enhance clarity of charges and usage history, supporting customer understanding and reducing call center contacts.

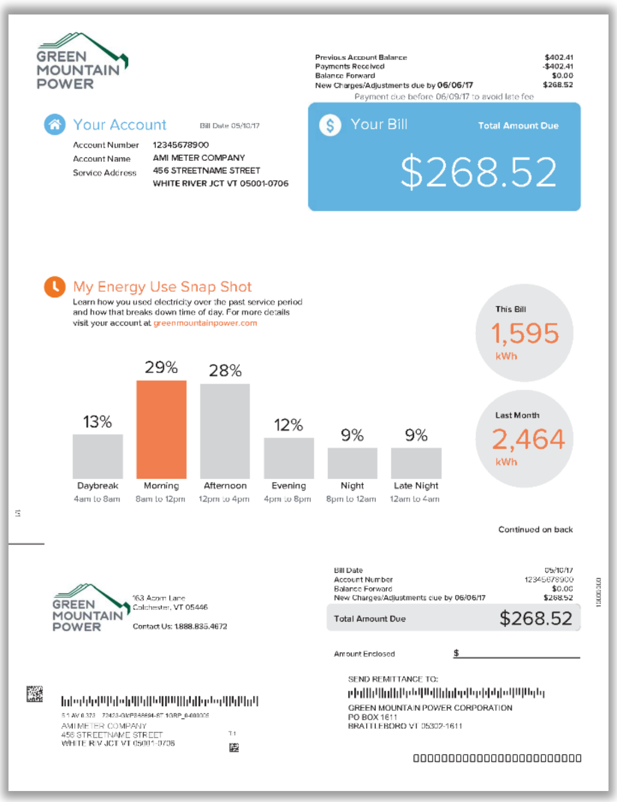
We have included a few samples on the following pages for the City's review.

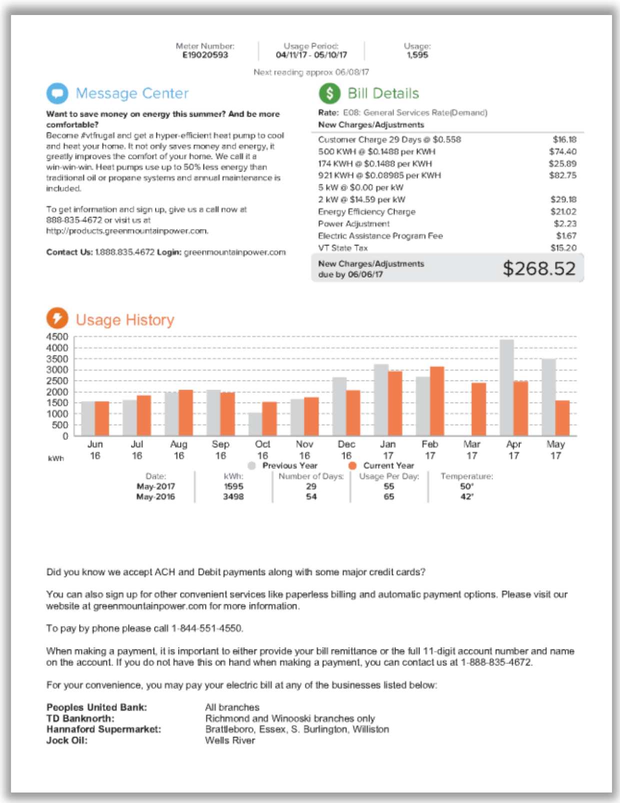
Bill Sample #1



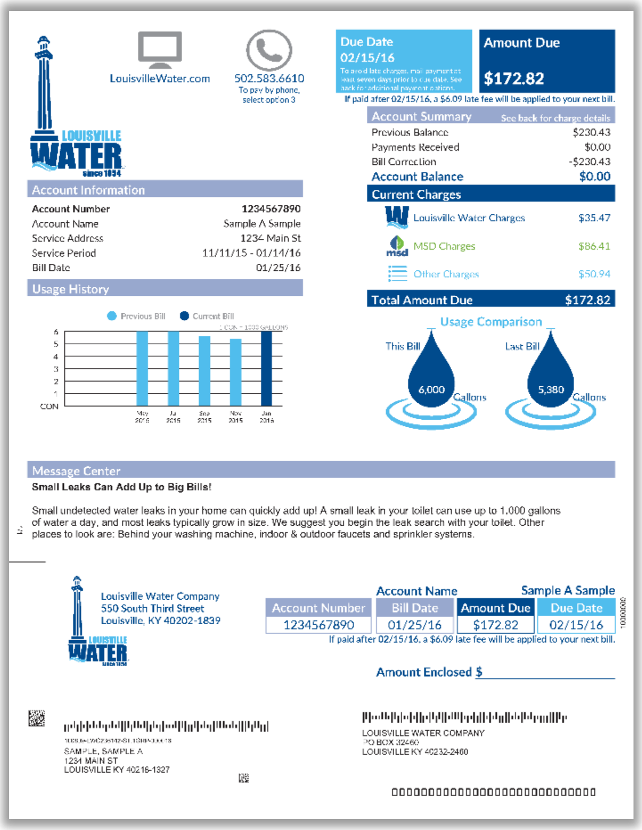


Bill Sample #2





Bill Samples #3



- *Ensure print and electronic versions match in layout and content.*

  Print and electronic versions of bills match in layout and content. The PDF bill available to customers and City staff is drawn from the same document repository, ensuring consistency between print and electronic formats. Both CSRs and customers can view the bill concurrently, accessing identical versions.

- *Provide a secure portal for City staff to manage Message Center communications, including scheduling, targeting, and content approval.*

  We provide a secure portal (Doxim CCM Portal) for City staff to manage Message Center communications. This portal enables scheduling, targeting, and content approval for bill messaging. It supports configurable user group access, tracks all actions for accountability, and presents real-time production and activity information. The portal also allows for self-serve management of customer communications, including customization, approval workflows, and enhanced message delivery.

  The Bentonville team will have self-serve access through the Doxim Admin Portal to update or change on-bill messaging as needed. In addition, the portal provides production and mail tracking, allowing you to see when bills have completed printing and where they are within the USPS mail stream. You'll also have visibility into addresses flagged by the USPS as potentially undeliverable, with the option to either suppress or proceed with mailing based on that flag.

- *Integrate additional inserts, flyers, or regulatory notices as requested.*

  We can integrate additional inserts, flyers, or regulatory notices as requested. Bill composition services allow inserts to be built into the billing document as onserts (defined areas for insert content) or appended inserts (additional pages within the bill). Our intelligent inserting technology supports selective and dynamic inclusion of up to six slots per mailpiece, with error detection, quality assurance, and reprocessing capabilities to ensure integrity.

3. Finishing & Mailing

- *Fold, insert, and seal bills into #10 window envelopes (or other City-approved envelope stock). Match mailing components using barcode verification or equivalent integrity controls.*

  We fold, insert, and seal bills into #10 window envelopes (single or double window) or other City-approved envelope stock using intelligent inserters equipped with camera systems for barcode verification. These systems read insertion barcodes, determine the sheets and inserts for each envelope, and verify envelope integrity to ensure correct document matching and eliminate double stuffs. Our automated finishing and assembly capabilities support collation, folding, and selective insertion of sheets into various envelope sizes, including #10, 6x9, and 9x12 envelopes. Production integrity barcodes are used throughout the process for page-level reconciliation and quality control, with final in-process camera readings after sealing to ensure all mailpieces are accounted for.

- *Presort and prepare mail for induction into the U.S. Postal Service (or applicable postal carrier) with optimized postage rates.*

  We presort all addresses to obtain the lowest possible USPS First Class mail rates or, where zip code densities may not be achieved, mail can be commingled via a presorter service for additional discounts. Our automated processing platform generates USPS tray tags and batch paperwork to ensure optimal postage rate qualifications. Address hygiene processes, including CASS-certification, DPV, and NCOA validation, are performed to maximize postal processing efficiency and minimize postage costs. Bills with the same mailing address can be bundled and mailed in one envelope to further reduce postage.

- *Provide confirmation of delivery to postal services with daily/weekly reconciliation reports.*

  We provide confirmation of delivery to postal services through daily consolidated payment transaction reports via SFTP in Excel or CSV formats, supporting internal processing and end-of-day reconciliation. Our Automated Process Queue (APQ) monitors and tracks the document lifecycle, and confirmation samples are available for review prior to printing. Tray tags, placards, and postal reports are created and transmitted to clients, with automated email notifications confirming production totals, including page counts and mailpiece counts, broken out by file split, intercept, and exception codes. Quality control procedures ensure all mailpieces are reconciled and accounted for, with reporting and documentation at each production step.

4. Quality Control

- *Maintain 99.9% or higher accuracy for print-to-mail match.*

  We maintain a 99.9% or higher accuracy for print-to-mail match through a comprehensive quality assurance process. Each page of every document is uniquely barcoded and tracked throughout production and insertion, ensuring every file delivered results in a package mailed to the designated recipient within defined SLAs. Our standard quality assurance processes include barcode scanning during insertion, reconciliation against piece-level databases, and automatic diversion of any mail pieces that fail checks for closed-loop reprinting.

- *Implement sample audits and random pulls for quality checks.*

  Sample audits and random pulls for quality checks are implemented at multiple stages. Production samples are created and submitted to approval authorities before being released into the print queue. QC pieces are systematically generated for review and sign-off by Production Supervisors. Operators perform visual checks and sign off at QA checkpoints, with dedicated QA staff conducting final checks before mailing. Manual oversight includes quality control slips and control lines for reconciliation, and any damaged or non-conforming pieces are logged and reprinted through a closed-loop process.

- *Track and report on production issues, misprints, or undeliverables.*

  We track and report on production issues, misprints, or undeliverables through formal incident management systems. All sites have systems for controlling and managing errors, including triple-check processes, QA procedures, and a 20-point document integrity checklist. Non-conformances are tracked as production incidents, assigned priorities, and addressed the same day, with patterns reviewed by the Client Service team for process improvements. Processing capacity and system performance are monitored 24x7x365, with weekly management reviews, and any issues are communicated to clients as needed. Returned or undeliverable mail is tracked and reported, with pertinent data provided to clients for address correction and process improvement.

5. Reporting & Customer Support

- *Provide monthly reports summarizing print volumes, postage usage, and undeliverables.*

  We provide comprehensive monthly reports summarizing print volumes, postage usage, and undeliverables. These reports are available through the online Doxim portal for self-serve access and can include job/file details by application type, mail pieces, document, page and impression counts, as well as shipment tracking and postage activity including mail categories, associated volumes, discount/full rates, and total postage fees. Mail tracking scans and undeliverable mail reporting are also available in real-time via the IMB and USPS data.

- *Maintain service logs and performance metrics to ensure compliance with agreed Service Level Agreements (SLAs).*

  We maintain service logs and monitor key performance metrics, including system response, uptime, production SLA fulfillment, and issues reported through Customer Support. Performance standards are tracked daily, with job alerts configured for exceptional activity, and regular reporting is provided to ensure compliance with agreed SLAs. Reporting frequency and content are determined during implementation and reviewed regularly with our Account Management team.

- *Provide City with a designated account manager and support team for issue resolution.*

  Dedicated client partner support and resources will be provided to City upon award. Doxim's team includes utility experts averaging 10+ years' experience. The Account Management team for the City will be led by your *Account Executive*, **Josh Ciccia**, and supported by an experienced *Customer Success Manager* and *Client Services Manager*. This team will have direct access to the cross-functional SMEs across our organization to ensure that we are able to address all requests and inquiries that you may have. Clients have flexibility in communication methods, including email, text, phone, and online case management.

6. Security & Compliance

- *Handle all City data in compliance with applicable data security regulations (e.g., SOC 2, PCI DSS, HIPAA if applicable).*

  We handle all City data in compliance with applicable data security regulations, including SOC 2, PCI DSS, and HIPAA where applicable. Our compliance is verified through annual independent audits, including SOC 2, HIPAA, PCI, ISO 27001, ISO 27701, and HITRUST, with no exceptions reported. Personally Identifiable Information (PII) is defined, classified, and protected according to all applicable privacy regulations, and our policies are regularly updated to ensure ongoing compliance.

- *Maintain secure facilities and processes for data transfer, storage, and destruction.*
  We maintain secure facilities and processes for data transfer, storage, and destruction. Physical and virtual data handling environments are governed by strict IT Governance protocols. Data transfer is secured using protocols such as TLS 1.2 or higher, and SFTP is used for covered information. Storage procedures ensure that records are readable, retrievable, and protected according to their classification and retention requirements. Data destruction methods include secure wiping, degaussing, shredding, and use of dedicated disposal vendors with Certificates of Destruction provided. Paper and electronic media are securely stored prior to destruction, and all processes align with industry standards and regulatory requirements.
- *Provide business continuity and disaster recovery documentation upon request.*
  Business continuity and disaster recovery are supported by a comprehensive, documented six-step disaster recovery plan. This plan targets restoration of business-critical IT and printing functions within 48 hours of a disaster declaration, with clear designation of critical and non-critical functions, recovery teams, vendor and customer notification procedures, and IT recovery protocols. Data centers maintain replication capabilities and meet recovery time and point objectives as defined in client SLAs. All supporting documentation, including the Doxim Business Continuity and Disaster Recovery Plan, is available upon request.

Proposed Method of Doing Work

Contracting process

Doxim reviews the Standard Terms and Conditions upon selection as a potential vendor to ensure alignment with client expectations. Necessary edits are made, and a mutually agreeable agreement is finalized after incorporating required changes.

Configuration process

Configuration is managed by a dedicated Doxim PM and SMEs following contract signing. Key tasks include requirements gathering, solution design, development, integration, and validation. The PM coordinates with client SMEs to capture business and operational requirements and configure Doxim solutions accordingly. The configuration process prioritizes integration and setup of core solution components, with phased rollout and validation at each stage.

Implementation process and estimated timeline to launch

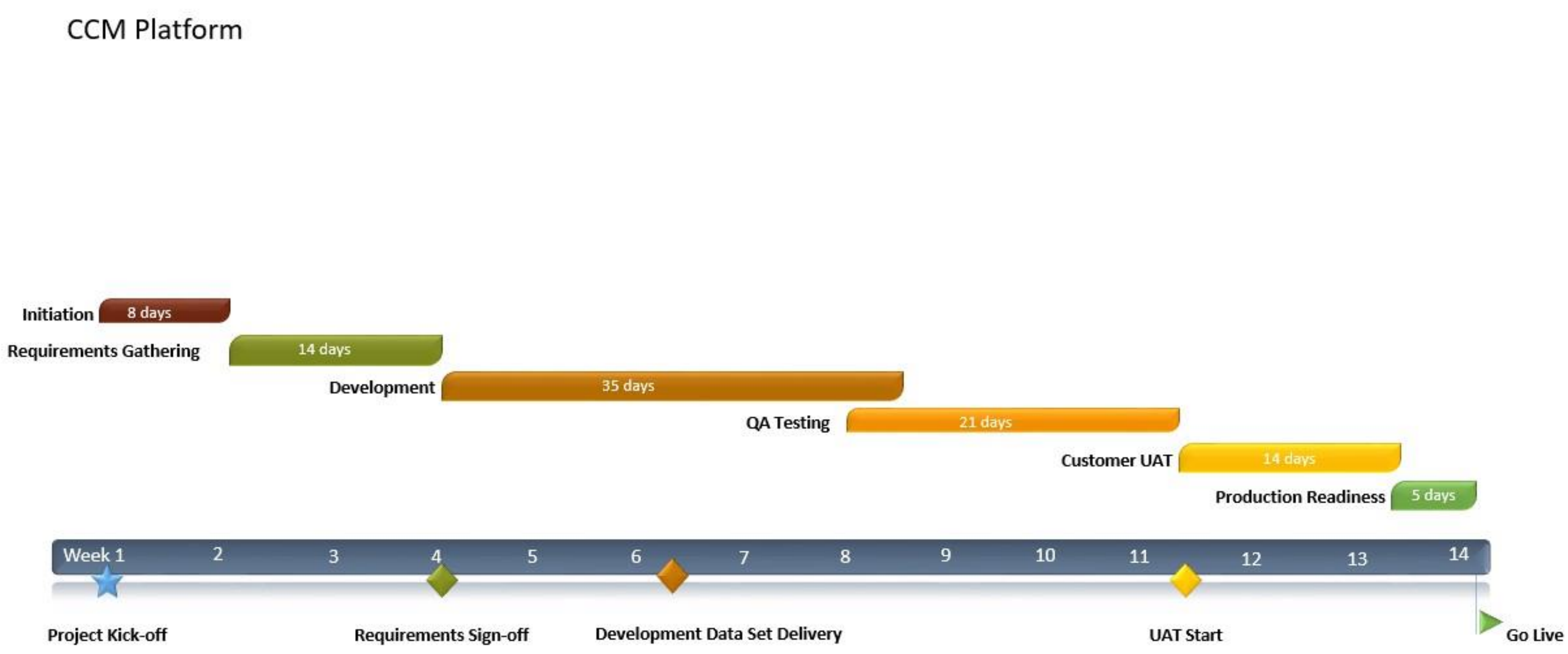
The foundation for our ongoing success in client implementations is built upon a tested and proven transition methodology. Doxim will provide the City with a full scale, end-to-end implementation methodology that will ensure this project will be transitioned on time, on budget, and with no disruption of service.

Upon signature of the contract between our two organizations, a dedicated Doxim PM will be assigned to transition the scope of work into our environment. Throughout the implementation project, regular project meetings will be led by the Doxim PM to ensure the alignment of both our teams.

Our methodology defines business needs at the beginning of the project and maintains visibility throughout the implementation. We will continuously transfer leading-edge knowledge to you based on our experience and involvement with clients similar in size and scope to you.

Below, we have provided a proposed implementation plan for the City (see *Figure 5*). A more detailed project plan and confirmation of your project timeline will be provided as we move through the process and understand your target go live and requirements in full detail.

Figure 5. Sample Implementation Timeline



Our ability to confidently establish timelines, backed by SLA guarantees, is the result of having dedicated expert teams that utilize a well-documented project management methodology. We survey our clients after every project and would be happy to have them talk specifically with you about how we ran their implementation. In addition, we can schedule a demonstration of our project planning process to provide you with better insight into our process.

Training process

Training is incorporated during the implementation phase, including dedicated training sessions and materials for client staff. Doxim provides training on solution usage, operational procedures, and administrative functions. Training is delivered prior to go-live and post-launch as needed, ensuring client teams are fully equipped to operate and manage the solution.

Scheduled maintenance

Technical maintenance and upgrades are strategically scheduled around customer delivery timelines. Preventative maintenance is performed after peak production periods, and system updates are typically conducted mid-month. All planned or unplanned downtime requires review and authorization by the Doxim Change Approval Board (CAB), ensuring thorough testing and contingency planning. Clients are notified of upcoming maintenance, and updates are scheduled to avoid traditional holidays to maximize support and minimize service interruptions.

How new versions (updates) impact currently implemented active versions

Minor software updates are tested and deployed quarterly, including back-end enhancements, features, and security improvements. Clients are notified in advance of any changes. Significant product features and functional improvements are beta tested with selected clients and deployed semi-annually. All key stakeholders receive advance notification of product features and system improvements via email and direct communications through Client Success Managers. Updates are designed to minimize disruption and ensure compatibility with active versions, with thorough testing and validation prior to deployment.

PRICE

Base Services		
Base bill package: processing, 1 full color, duplex printed 23# sheet, standard #9 single window BRE (as required) inserted into standard #10 double window envelope, CASS processing, presort, excludes postage	$0.117	Per package
Additional duplex printed sheet	$0.06	Per sheet
eBill creation, notification with bill access	$0.117	Per record
Doxim CCM portal: production reporting, message management, bill QA/proofing, access to bill archive	$850	Per month
Bill archive with 24 month retention and API access	$0.02	Per document
Bill processing setup fee: new bill template creation, design data mapping, creation of business rules and implementation of products. Estimated at $15,0000, discounted to $5,000.	$5,000	One-time

Optional Services		
Return PDF archives to client	$0.01	Per PDF
Additional inserts, if provided by client	$0.01	Per insert
NCOA	$0.25	Per address change
Special handling/oversized packages	$0.75	Per package
Bill pulls	$12	Per bill pull
Creation/production of additional inserts	Estimated upon request	
Warehousing of client materials	$25	Per skid per SKU per month
Professional services	$180	Per hour
Minimum job run fee	$200	Per job run
Postage	Pass-through	Per USPS rate

DISCLAIMER

All information provided herein, unless otherwise indicated, is of a confidential nature and is being delivered to the City of Bentonville ("Client") on the express understanding that it will be used by Client for the sole purpose of evaluating a proposed business transaction. By accepting receipt of this document, Client agrees that it will keep confidential all information contained herein or made available to Client in connection with the proposed business transaction.

The information provided herein by Doxim is based on specific information contained in the Client's RFP dated August 31, 2025 (the "RFP"). Should any such information provided by Client in the RFP prove to be inaccurate or incomplete, Doxim reserves the right to modify the information and/or responses contained herein. Doxim shall not be liable to Client for any responses, assumptions or information contained in this document, which are based on inaccurate or incomplete information provided in the RFP.

Notwithstanding anything in the RFP or Doxim's response thereto, the information and/or responses contained herein shall not and do not create any obligation on Doxim and are not intended to create legally binding obligations relating to the proposed transaction or the services contemplated herein.

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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Doxim

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

OR

☑ Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

Initial
ML Initials

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Alabama

County of Jefferson

I Mitch Anderson (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

1.They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: ______________________

Title (of Authorized Representative/Agent): RVP

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 19th day of September, 20 25

Notary Public Signature: ______________________ My commission expires: 11/10/26

Seal:

Notary Public, Alabama State at Large
Bonnie M Curry
Expires 11/10/2026

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

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA
(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

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 (*Must match W-9*): Allison Payment Systems LLC DBA Doxim	PHONE NUMBER: (205) 370-5637	EMAIL: mitch.anderson@doxim.com	
BUSINESS STREET ADDRESS: 2200 Production Drive	CITY: Indianapolis, IN 46241	STATE: IN	ZIP: 46241
SIGNATURE OF AUTHORIZED PERSON: Signed by: Mitch Anderson 1ED64296FC45C449...		DATE: September 19, 2025	
PRINTED OR TYPED NAME: Mitch Anderson		TITLE: RVP	
ARKANSAS SALES OR USE TAX NUMBER (if applicable): Sales and Use Tax (Account Number): 00167048-SLS			

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
*N/A	Initial: MA
________	________
________	________
________	________

*No addenda were issued, as all questions and answers were posted directly on the portal.
We acknowledge that we have reviewed all Q&A.

APPENDIX E

RFP-25-48 City of Bentonville’s Solicitation

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

FOR PUBLICATION

PUBLICATION DATE: August 31, 2025

NOTICE
Bill Design and Print Services
REQUEST FOR PROPOSALS
(RFP)-25-48

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured providers for bill design and printing services. The selected vendor will be responsible for securely receiving and processing billing data files, producing customer bills in full-color, duplex (two-sided) format, fold, insert, and seal bills into #10 window envelopes, presort and prepare for induction into the U.S. Postal Service (or applicable postal carrier) and providing the City with monthly reports. All services must be delivered in compliance with industry standards for data security, print production, and mail processing, and vendors must demonstrate a proven track record of delivering similar services for the City of Bentonville Utility Billing Department. 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 via amendment for a maximum term not to exceed three (3) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing and Compliance Department located at the address below. The Response Packet may also be downloaded from the Purchasing and Compliance 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 and Compliance 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 September 25, 2025 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing and Compliance 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 and Compliance 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 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 September 18, 2025 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Purchasing and Compliance

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

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	**RFP-25-48**	Date of Issuance:	**August 31, 2025**
Brief Description:	Bill Design and Print Services		
Agency:	The City of Bentonville, Arkansas: Utility Billing Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	**September 25, 2025**	**Proposal Submission Deadline: (Time)**	**4:00 PM CST**
Proposals must be received by the Purchasing and Compliance Department prior to 4:00 PM CST on Thursday, September 25, 2025. 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 and Compliance Department – 2nd Floor 1000 SW 14th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: **RFP-25-48** • 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 and one (1) digital** 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 AND COMPLIANCE OFFICE CONTACT INFORMATION			
Purchasing and Compliance Manager:	Kelsi Frederick	Purchasing and Compliance Email:	purchasing@bentonvillear.com
Purchasing and Compliance Phone Number:	(479) 271-3115	Purchasing and Compliance Address:	Administrative Services-2nd Floor 1000 SW 14th St. Bentonville, AR 72712
Questions regarding this Proposal should be directed ONLY to the Purchasing and Compliance Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is September 18, 2025 at 4:30 PM CST			

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

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA
(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

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 (*Must match W-9*):	PHONE 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):			

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
________	__________
________	__________
________	__________
________	__________

TABLE OF CONTENTS

SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured providers for bill design and printing services. The selected vendor will be responsible for securely receiving and processing billing data files, producing customer bills in full-color, duplex (two-sided) format, fold, insert, and seal bills into #10 window envelopes, presort and prepare for induction into the U.S. Postal Service (or applicable postal carrier) and providing the City with monthly reports. All services must be delivered in compliance with industry standards for data security, print production, and mail processing, and vendors must demonstrate a proven track record of delivering similar services for the City of Bentonville Utility Billing Department. 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 via amendment 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).
  - 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 3 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: August 31, 2025
- **Deadline to Submit Questions: September 18, 2025 (4:30 PM CST)**
- **Deadline to Submit Proposals: September 25, 2025 (4:00 PM CST)**

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

PROPOSALS CANNOT BE EMAILED.

SCOPE OF WORK

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured providers for bill design and printing services. The selected vendor will be responsible for securely receiving and processing billing data files, producing customer bills in full-color, duplex (two-sided) format, fold, insert, and seal bills into #10 window envelopes, presort and prepare for induction into the U.S. Postal Service (or applicable postal carrier) and providing the City with monthly reports. All services must be delivered in compliance with industry standards for data security, print production, and mail processing, and vendors must demonstrate a proven track record of delivering similar services for the City of Bentonville Utility Billing Department. 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 via amendment for a maximum term not to exceed three (3) years.

1. *Data Management & Pre-Production*

- Securely receive and process billing data files from The City in the agreed format.
- Perform data validation, cleansing, and postal address standardization (CASS certification, NCOA updates).
- Apply approved bill templates, logos, and formatting in compliance with City's branding guidelines. Conduct pre-production proofing for City review and approval prior to live production.
- Provide seamless integration with Invoice Cloud for PDF presentment to ensure bills are available electronically in the customer portal.
- Interface directly with CentralSquare Technologies' Naviline CIS system to support data transfer, formatting, and ongoing operational compatibility.

2. *Printing & PDF Bill Design*

- Produce customer bills in full-color, duplex (two-sided) format. Bill Layout:
  - a) Front Page: Provide a clear summary of account information, balance due, due date, and payment options. Include a Message Center section capable of delivering tailored communications to customers either at the individual account level or globally to all customers.
  - b) Back Page: Display detailed service usage information (e.g., meter readings, consumption history, service breakdowns).
- Ensure print and electronic versions match in layout and content.
- Provide a secure portal for City staff to manage Message Center communications, including scheduling, targeting, and content approval.
- Integrate additional inserts, flyers, or regulatory notices as requested.

3. *Finishing & Mailing*

- Fold, insert, and seal bills into #10 window envelopes (or other City-approved envelope stock). Match mailing components using barcode verification or equivalent integrity controls.
- Presort and prepare mail for induction into the U.S. Postal Service (or applicable postal carrier) with optimized postage rates.
- Provide confirmation of delivery to postal services with daily/weekly reconciliation reports.

4. *Quality Assurance*

- Maintain 99.9% or higher accuracy for print-to-mail match.
- Implement sample audits and random pulls for quality checks.
- Track and report on production issues, misprints, or undeliverables.
-

5. *Reporting & Customer Support*

- Provide monthly reports summarizing print volumes, postage usage, and undeliverables.
- Maintain service logs and performance metrics to ensure compliance with agreed Service Level Agreements (SLAs).
- Provide City with a designated account manager and support team for issue resolution.

6. *Security & Compliance*

- Handle all City data in compliance with applicable data security regulations (e.g., SOC 2, PCI DSS, HIPAA if applicable).
- Maintain secure facilities and processes for data transfer, storage, and destruction.
- Provide business continuity and disaster recovery documentation upon request.

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Required Response Information

Responses to this Request for Proposals are required to, but are not limited to include the following information:

1. General Requirements:

Demonstrate the qualifications, competence and capacity of the firm seeking to perform the services listed herein and provide the necessary items to do so and as requested.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

2. References for Similar Engagements:

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed. References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

3. Key Information:

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention to demonstrating their ability to furnish a comprehensive project management software, as specified in this RFP.

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers must include a description of the following:

- Contracting process
- Configuration process
- Implementation process and estimated timeline to launch
- Training process
- Scheduled maintenance
- How new versions (updates) impact currently implemented active versions

5. Capacity and Estimated Timeline:

The Proposal shall include a summary of the Proposer's capacity and availability to undertake this project and provide the software solution. This information shall include a summary of current availability for configuration and implementation, as well as an estimated timeline for implementation.

6. Subcontracting, Partnerships, or Additional Requirements:

If the Proposer intends to hire additional entities as subcontractors to assist with the goals outlined in this RFP, those entities should be identified, including a summary of their current availability and qualifications to provide the subcontracted services and/or elements.

If the Proposer is proposing to deliver the software solution to the City as part of partnership with another entity, that partnership shall be described in their response, and shall include similar information related to qualifications and capability as described throughout this RFP.

If there are required elements of the software solution, such as implementation being sourced separately from the software provider, or other required elements which will not be included in the submitting entity's Proposal/Contract, those elements must be clearly defined with information included regarding where the element occurs in the timeline, as well as a description of integrating the elements with the software solution.

7. Demonstrations Available (Demo):

Top-rated Proposers will be required to provide a more in-depth and comprehensive demonstration to fully showcase the functionality and features of the Bill Design, Printing, and Mailing Software they are proposing. (via USB Flash Drive, CD, or reputable shareable link), or may work with the City to schedule a live demonstration. Scheduled demonstrations must have the capability of being recorded to allow City staff to share internally as needed. The Final Demonstration should be no longer than two (2) hours.

8. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall be conveyed through **Appendix C Pricing Model**. All costs shall be conveyed rounded to the nearest cent.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, and fees to the City of Bentonville, Arkansas.

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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.

Point Value: 20

1. Response

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.

Point Value: 30

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein.
- Proposer's short and long-term approach and method for supporting the product; including maintenance, upgrades, project management teams, implementation methodology, after-hours availability, on-going support, and approach to general support structures.
- Proposer's should provide past experience, including but not limited to:
  - References, as described in the Required Responses Section of this RFP.
- Previous experience and success in implementations to similar governmental entities will be a significant factor.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).

Point Value: 30

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.

Point Value: 20

5. Price

- The Proposed Cost of Services, as described herein.
- All-inclusive pricing for the software solution, including a detailed description of each cost. All costs shall be conveyed as a line item as specified in Appendix C. Deviation from using this Pricing Model may be considered failure to be responsive and the Proposal may be rejected.

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-25-48
    - **Proposer's Information:** Name and address

    No telephone, electronic, or facsimile Proposals will be considered.
4. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

    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 and Compliance 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.

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. **Restriction of Boycott of Israel:** Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract valued at $1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. By signing the execution of bid section, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.
17. **Term:** The term of the awarded Contract is a one (1) year term, renewable annually upon mutual written agreement via amendment for a maximum term not to exceed 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 and Compliance Policy and applicable laws.
18. **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.
19. **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.
20. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.

21. **Timeline:** The City intends to award the contract at the October 14, 2025 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.

22. **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.

    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.

23. **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.

    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.

24. **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 pick up material as specified. 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.

25. **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.

26. **Copyrights:** By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.

(This Space Intentionally Left Blank)

APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

____

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: ____

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

____

____

____

____

OR

☐ Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

______ Initials

APPENDIX B
NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of ______________________________

County of ___________________________

I ____ (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

1.They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: ____

Title (of Authorized Representative/Agent): ____

To be completed by Notary (include Seal):

Subscribed and sworn before me this: __________________day of _____________________________, 20______

Notary Public Signature: ____My commission expires: ________________

Seal:

APPENDIX F

RFP-25-48
Evaluation Form

CITY OF BENTONVILLE PURCHASING AND COMPLIANCE OFFICE					
RFP-25-48					
BILL DESIGN AND PRINT SERVICES					
PROPOSERS SELECTED FOR EVALUATION	SELECTION COMMITTEE MEMBERS				TOTAL (auto calc)
	Committee Member 1	Committee Member 2	Committee Member 3	Committee Member 4	
Data Forms, Inc.	61	77	70	45	253
DOXIM	83	95	96	80	354
Peretrine Services, Inc.	53	75	64	35	227
Technical Programming Services, Inc.	58	88	82	55	283
The Master's Touch, LLC.	78	82	93	75	328

SCORE SUMMARY		TOP RATED FIRM	
Data Forms, Inc.	253	1	DOXIM
DOXIM	354	2	The Master's Touch, LLC.
Peretrine Services, Inc.	227	3	Technical Programming Services, Inc.
Technical Programming Services, Inc.	283		
The Master's Touch, LLC.	328		

Results Tabulated On 10/13/2025

Evaluation Committee Meeting: Not held for tabulation; will be conducted if necessary.

Notes:

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

EVALUATION VERIFICATION

X *Tanya Moore*
Tanya Moore
Purchasing and Compliance Specialist

X *Kelsi Frederick*
Kelsi Frederick
Purchasing and Compliance Manager