



**Revised Agenda:
New Business Item 6 correction
New Business Item 13 added**

**Combined
Committee of the Whole
& City Council
Meeting Agenda
January 27, 2026
6:00 PM
Bentonville City Hall**

*If you would like to attend virtually, please register at the following link by 4:00 p.m. on January 27, 2026: [Registration Link](#).

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: January 13, 2026

I. Committee of the Whole

1. **Impact Fee Discussion** **Informational**

2. **Consent Agenda Discussion** **Informational**

II. New Business - Public Comment to be Heard with Agenda Item

1. **Little Sugar Creek Follow Up** **Informational**

Informational Presentation regarding Little Sugar Creek Dam Removal and Stream Restoration Project.

2. **Bentonville Water Utilities Overarching Capital Improvement Plan (CIP) Presentation** **Informational**

The Bentonville Water Utilities Overarching Capital Improvement Plan (CIP) will provide a long-term growth and replacement plan with associated costs for all utility infrastructure and assets. Development of the Overarching CIP is funded by a 2024 Wastewater Improvement Grant. No additional budget action is required at this time.

3. **Ordinance for a Waiver of Bid to Purchase Police Uniforms and Equipment from Galls, LLC** **Ordinance***

Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Galls, LLC in Springdale, Arkansas, for the purchase of police uniforms and equipment, and waiving the requirement for competitive bidding. No budget adjustment is needed.

4. **Ordinance for a Waiver of Bid to Purchase Ten (10) Police Department Vehicles with Upfitting** **Ordinance***
 An Ordinance authorizing an agreement with Superior Automotive Group, and competitive bid waiver, to purchase five (5) Chevrolet Tahoes PPV 2WD and five (5) Dodge Durango PPV AWD police vehicles as equipped with upfitting. No budget adjustment is needed.
5. **Ordinance Requesting a Waiver of Bid for Medical Supplies for Paramedic Ambulances** **Ordinance***
 Ordinance Requesting a Waiver of Bid for various purchases of medical supplies and medications for the ambulance service from the vendors listed below. No budget adjustment is needed.
6. **Ordinance Requesting a Waiver of Bid for a Rigaku Icon-X, Raman Analyzer** **Ordinance***
 Approval of an Ordinance to waive competitive bidding for a Rigaku Icon-X, Raman analyzer for liquid and solid identification. No budget adjustment is needed.
7. **Ordinance Requesting a Waiver of Bid for Heavy Rescue Stabilization Equipment** **Ordinance***
 Approval of an Ordinance to waive competitive bidding to purchase Res-Q Jack Heavy Rescue Stabilization Equipment from Dixie Rescue Solutions. No budget adjustment is needed.
8. **Resolution Approving a Change Order Authorizing An Amended Agreement with GTS, Inc.** **Resolution**
 Change Order, in the amount of \$11,214.81, to GTS, Inc. for additional geotechnical services at the Bentonville Adult Recreation Center. No budget adjustment is needed.
9. **Resolution Approving the Purchase of Furniture, Shelving & Lockers for New Parks Maintenance Facility** **Resolution**
 Resolution authorizing the Mayor to enter into an agreement with Moser, in the amount of \$175,019.66, for the purchase of furniture, shelving, and lockers for the New Parks Maintenance Building through the TIPS Contract ID #240301. No budget adjustment is needed.
10. **Resolution to Enter into an Agreement with P & K Equipment to Purchase a Terrain Cut Mower** **Resolution**
 Resolution authorizing the Mayor to enter into an agreement with P&K Equipment, in the amount of \$101,922.62, to purchase one (1) John Deere 9009A Terrain Cut mower for the Parks and Recreation Maintenance. No budget adjustment is needed.
11. **Ordinance Approving 2026 Public Transit Agreement with Ozark Regional Transit Service** **Ordinance***
 Ordinance allowing the approval of an agreement with Ozark Regional Transit Service in the amount of \$700,327.00 to provide transit service to Bentonville citizens for the 2026 calendar year and waiving the requirement of competitive bidding. No budget adjustment is needed.

12. **Resolution Accepting Offer of Financial Assistance from Arkansas Department of Agriculture** **Resolution**
Staff is requesting approval of a resolution authorizing the Mayor & City Clerk to accept an offer of financial assistance from Arkansas Department of Agriculture in the form of a loan in the amount up to \$8,733,449.00, and a loan with principal forgiveness in the amount of up to \$887,911.00, from the Drinking Water State Revolving Loan fund. These funds are to be used for the 48" supply water transmission project or Water Master Plan Project 1. No budget adjustment is needed.

13. **Meeting Procedures Resolution** **Resolution**
Amended Resolution for meeting procedures. No budget adjustment is needed.

III. Utility Board

1. **Resolution to Award IFB-25-84 for Water Main Repair Materials** **Resolution**
Resolution awarding Bid IFB-25-84 to NW Arkansas Winwater and Consolidated Pipe in a total amount of \$89,196.00 for Water Main Repair Materials. Utility Board approved 4-0. No budget adjustment is needed.

2. **Resolution to Enter into an Agreement with Procore for Project Management Software** **Resolution**
Resolution authorizing the Mayor and City Clerk to enter into an agreement with Procore for Capital Improvement Project Management Software as a result of their submission to the City's Request for Proposal (RFP)-25-65. This will be a three-year contract totaling \$511,218.80 which includes a one time implementation fee of \$49,250.00. This agreement provides the use of the software with a total construction value of \$300 million to be used over the three-year contract. Utility Board approved 5-0. No budget adjustment is needed.

IV. Planning

1. **Property Line Adjustment - Lot 18, Block 1 of Lincoln and Rice Addition - 612 Northeast 2nd Street (PLA25-0037)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of West 1/2 Of Lot 4 And East 1/2 Of Lot 5, Block 1, Lincoln And Rice Addition Creating New Lot 18, Block 1 Of Lincoln And Rice Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Lot Split - Lots 1 & 2 of Danielle's Place - 5927 Southwest Barron Road (LS25-0037)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Parcel Number 01-07964-060 Creating New Lots 1 And 2 Of Danielle's Place To The City Of Bentonville, Arkansas; And For Other Purposes.

V. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	<input type="checkbox"/> Appointment

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

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 Agenda Item Form

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Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



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<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$	
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Tanya Moore, Purchasing Agent, Purchasing and Compliance Department

DATE: January 22, 2026

SUBJECT: Waiver of Bid: Police Uniforms and Equipment-Galls, LLC.

Purchasing has conducted a review of historical purchasing data and consulted with the City's Police and Fire Departments regarding current operational needs related to the request for a Waiver of Bid for the purchase of police uniforms and equipment. The review determined that the safety, operational feasibility, and performance requirements identified in prior evaluations for public safety uniforms and uniform accessories remain unchanged from previous years.

This Ordinance will allow for timely and cost-effective uniform measuring, fitting, and alterations, which are necessary to ensure optimal safety and performance. The Police and Fire Departments will continue to utilize the current GSA Cooperative Contract (47QSWA21D008H), when feasible, to obtain cooperative pricing for qualifying items from Galls, LLC. This approach supports consistency, adherence to safety standards, and overall operational effectiveness for public safety personnel.

This Waiver of Bid request meets the City of Bentonville's Purchasing Policy 4.4 Waiver of Bid (3) as the sealed competitive bid process is determined to be not feasible or practical.

Please feel free to contact me with any questions.

Tanya Moore
Purchasing Agent
(479) 271-3115
Tmoore@bentonvilllear.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GALLS, LLC, IN THE AMOUNT OF ONE-HUNDRED FIFTY-FOUR THOUSAND FIVE-HUNDRED DOLLARS (\$154,500.00) FOR THE PURCHASE OF POLICE UNIFORMS AND EQUIPMENT; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department needs to purchase police uniforms.

WHEREAS, factors such as new employees, employment turnover, and general wear and tear, determine the actual yearly expense related to uniforms and replacements. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost-effective uniform measuring, fitting, alterations, and availability; and

WHEREAS, a budget adjustment is not needed to make this purchase.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Galls, LLC, for the purchase of police uniforms and equipment, in an amount not to exceed One-Hundred Fifty-Four Thousand Five-Hundred Dollars (\$154,500.00);

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

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

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

PASSED this _____ day of _____, 2026

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

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Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
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<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



MEMORANDUM

Police Department

TO: City Council and Mayor Stephanie Orman
FROM: Ray Shastid, Chief of Police
DATE: January 27, 2026
SUBJECT: Bentonville Police Department – Ordinance Waiving Bidding to Purchase Ten (10) Police Department Vehicles with Upfitting

This agenda item is a request authorizing an agreement with Superior Automotive Group in Siloam Springs, and ordinance to waive competitive bidding for upfitting. The vehicles being purchased are on State contract pricing and include five (5) Chevrolet Tahoe PPV (Item 65- OA#4600057212) and (5) Dodge Durango PPV, AWD (Item 60- OA#4600057215), police vehicles, as equipped with options. The overall cost of the vehicles and upfitting are approved in the 2026 budget.

The purchase of the vehicles utilizes 2026 State contract pricing, ensuring competitive and pre-negotiated rates in compliance with Arkansas procurement regulations. This waiver of competitive bidding would streamline the upfitting process of police vehicles and adhere to spending requirements.

The waiver would also result in a "warranty in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle. Having the equipment installed by the dealer assigned to this region will also protect the manufacturer's warranty of each vehicle and offer an installation warranty for the life of the vehicle. See attached equipment list and pricing.

Note: During the budget process, upfitting costs were estimated at **\$27,000 per vehicle**. Actual upfitting costs were **\$27,086.75 for the Durangos** and **\$28,014.96 for the Tahoes**. The higher upfitting costs will be offset by savings from the lower purchase price of the Tahoes. The estimated purchase cost was **\$55,000 per vehicle**, while the actual cost was **\$51,058.00 per vehicle**. All expenditures are funded from the same Capital Vehicles account.

No budget adjustment is required.



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Tanya Moore, Purchasing Agent, Purchasing and Compliance Department

DATE: January 21, 2026

SUBJECT: Waiver of Bid: Purchase of 10 Police Vehicles with Upfitting

The Purchasing and Compliance Department has reviewed the request for a waiver of competitive bidding for the purchase of emergency equipment and upfitting for ten (10) Police Department vehicles including five (5) Chevrolet Tahoe PPV 2WD and five (5) Dodge Durango PPV AWD police vehicles from Superior Automotive Group in Siloam Springs at State contract pricing. Based on this review, we recommend City Council approval of the ordinance authorizing this waiver.

This purchase utilizes State contract S000000439 pricing, ensuring competitive and pre-negotiated rates in compliance with Arkansas procurement regulations. Approving this waiver streamlines the upfitting process, reducing delays and ensures that vehicles are ready for immediate deployment. Emergency equipment installation by the dealer preserves the manufacturer's warranty and includes an installation warranty for the lifespan of each vehicle. An emergency clause is required to prevent delays that could hinder law enforcement operations and impact public safety.

The Purchasing and Compliance Department supports the approval of this ordinance to ensure the timely and compliant acquisition of necessary equipment.

Please feel free to contact me with any questions.

Tanya Moore
Purchasing Agent
(479) 271-3115
Tmoore@bentonvillear.com

2026 State Vehicle Contract

Item #	Vehicle Type	Description	Model	Price	Vendor	Vendor #	OA #
SEDANS							
5	SAA	4-Door Small Station Wagon	Chevy trax	\$ 21,732.00	Bale Chevrolet	100095671	4600057212
TRUCKS							
6	PAB	Small Pickup Truck, Extended Cab, 4x2	Chevy 1500 Double Cab	\$ 34,571.00	Smart Chevrolet	100001581	4600057217
7	PAD	Small Pickup Truck, Crew Cab, 4x2	Ford Maverick	\$ 27,131.00	Mark McLarty Ford	100223045	4600057216
8	PBA	1/2 Ton, Regular Cab, 4x2	Chevy 1500 Reg. Cab	\$ 33,220.00	Smart Chevrolet	100001581	4600057217
9	PBB	1/2T Truck, Extended Cab, 4X2	Chevy 1500 Double Cab	\$ 34,518.00	Smart Chevrolet	100001581	4600057217
10	PBC	1/2 Ton, Crew Cab, 4X2	Ram 1500 Crew Cab	\$ 35,568.00	Landers Chrysler Kia	100144591	4600057215
11	PAE	1/2 Ton, Crew Cab, 4x4	Ram 1500 Crew Cab	\$ 39,119.00	Landers Chrysler Kia	100144591	4600057215
12	PCA	1/2 Ton, Regular Cab, 4X4	Chevy 1500 Reg. Cab	\$ 37,047.00	Bale Chevrolet	100095671	4600057212
13	PCB	1/2 Ton, Extended Cab, 4X4	Ram 1500 Quad Cab	\$ 36,994.00	Landers Chrysler Kia	100144591	4600057215
14	PCC	1/2 Ton, Crew Cab, 4X4	Ram 1500 Crew Cab	\$ 40,182.00	Smart Chrysler	100233364	4600057235
15	PJA	3/4 Ton Regular Cab, 4X2	Ram 2500 Reg. Cab	\$ 37,077.00	Landers Chrysler Kia	100144591	4600057215
16	PJB	3/4 Ton Crew Cab, 4X2	Ram 2500 Crew Cab	\$ 41,540.00	Smart Chrysler	100233364	4600057235
17	PJD	3/4 Ton Crew Cab, 4X2	Ram 2500 Crew Cab	\$ 40,351.00	Landers Chrysler Kia	100144591	4600057215
18	PEA	3/4 Ton Regular Cab, 4X4	Ram 2500 Reg. Cab	\$ 39,729.00	Landers Chrysler Kia	100144591	4600057215
19	PEB	3/4 Ton Extended Cab, 4X4	Ram 2500 Crew Cab	\$ 44,118.00	Smart Chrysler	100233364	4600057235
20	PED	3/4 Ton Crew Cab, 4X4	Ram 2500 Crew Cab	\$ 43,003.00	Landers Chrysler Kia	100144591	4600057215
21	PKA	1 Ton Regular Cab, Dual RWD	Ram 3500 Reg. Cab	\$ 39,494.00	Landers Chrysler Kia	100144591	4600057215
22	PKD	1 Ton Regular Cab, Dual RWD, Diesel	Ram 3500 Reg. Cab	\$ 52,089.00	Landers Chrysler Kia	100144591	4600057215
23	PQB	1 Ton Crew Cab, Single RWD, Chassis Cab	Ram 3500 Crew Cab	\$ 41,563.00	Red River Dodge	100254267	4600057214
24	PRA	1 Ton Regular Cab, Dual RWD, Chassis Cab	Ram 3500 Reg. Cab	\$ 42,234.00	Landers Chrysler Kia	100144591	4600057215
25	PRB	1 Ton Crew Cab, Dual RWD, Chassis Cab	Ram 3500 Crew Cab	\$ 45,069.00	Landers Chrysler Kia	100144591	4600057215
26	PQD	1 Ton Crew Cab, Single RWD, Chassis Cab, Diesel	Ram 3500 Crew Cab	\$ 53,168.00	Landers Chrysler Kia	100144591	4600057215
27	PRC	1 Ton Regular Cab, Dual RWD, Chassis Cab, Diesel	Ram 3500 Reg. Cab	\$ 51,575.00	Landers Chrysler Kia	100144591	4600057215
28	PRD	1 Ton Crew Cab, Dual RWD, Chassis Cab, Diesel	Chevy 3500 Crew Cab	\$ 54,473.00	Bale Chevrolet	100095671	4600057212
VANS & SUV's							
29	VAA	1/2T Full-Size Utility Van	Chevy Express	\$ 37,228.00	Smart Chevrolet	100001581	4600057217
30	VAB	3/4T Full-Size Utility Van	Chevy Express	\$ 37,220.00	Smart Chevrolet	100001581	4600057217
31	VAC	1T Full-Size Utility Van	Chevy Express	\$ 40,582.00	Smart Chevrolet	100001581	4600057217
32	VBA	1/2T 8-Passenger Van	Chrysler Pacifica	\$ 40,580.00	Smart Chrysler	100233364	4600057235
33	VGA	3/4T 8-Passenger Van	Chevy Express Passenger	\$ 41,985.00	Smart Chevrolet	100001581	4600057217
34	VCA	1T 12-Passenger Van	Chevy Express Passenger	\$ 42,620.00	Smart Chevrolet	100001581	4600057217
35	VDA	1T 15-Passenger Van	Chevy Express Passenger	\$ 47,708.00	Bale Chevrolet	100095671	4600057212
37	VEB	Special purpose 5-Passenger Wagon	Jeep Grand Cherokee 4x4	\$ 38,458.00	Red River Dodge	100254267	4600057214
38	VFA	Compact Mini-Van, 7-Passenger	Kia Carnival	\$ 38,980.00	Landers Chrysler Kia	100144591	4600057215
39	VHA	Sub-Compact SUV 4x2	Chevy Trailblazer	\$ 22,140.00	Smart Chevrolet	100001581	4600057217
40	VHB	Sub-Compact SUV, 4x4	Chevy Trailblazer AWD	\$ 24,120.00	Smart Chevrolet	100001581	4600057217
41	VHC	Compact SUV 4x2	Chevy Equinox	\$ 26,300.00	Smart Chevrolet	100001581	4600057217
42	VHD	Compact SUV 4x4	Chevy Equinox AWD	\$ 28,320.00	Smart Chevrolet	100001581	4600057217
43	VIA	Midsize SUV 4x2	Ford Explorer	\$ 34,788.00	Mark McLarty Ford	100223045	4600057216
44	VIB	Midsize SUV 4x4	Dodge Durango AWD	\$ 35,094.00	Red River Dodge	100254267	4600057214
45	VSA	Full-Size SUV 4x2	Jeep Grand Wagoneer	\$ 54,745.00	Red River Dodge	100254267	4600057214
46	VSB	Full-Size SUV 4x4	Jeep Grand Wagoneer	\$ 57,502.00	Red River Dodge	100254267	4600057214
47	PMA	Full-Size SUV 4x2	Ford Expedition	\$ 56,500.00	Mark McLarty Ford	100223045	4600057216
HYBRID & ELECTRIC VEHICLES							
54	HVA	8 Passenger Van - Plug-in Hybrid Electric	Chrysler Pacifica PHEV	\$ 52,500.00	Red River Dodge	100254267	4600057214
55	HBE	4-Door Station Wagon - Electric	Chevy Blazer EV	\$ 36,323.00	Bale Chevrolet	100095671	4600057212

2026 State Vehicle Contract

Item #	Vehicle Type	Description	Model	Price	Vendor	Vendor #	OA #
56	HEB	Hatchback - Electric	Chevy Equinox EV	\$ 27,284.00	Bale Chevrolet	100095671	4600057212
			POLICE VEHICLES				
57	JAA	4-Door Campus Security Mid-Size Sedan	Kia K4	\$ 24,580.00	Landers Chrysler Kia	100144591	4600057215
60	UPP	Dodge Durango PPV , AWD	Dodge Durango Pursuit	\$ 39,117.00	Landers Chrysler Kia	100144591	4600057215
62	PRP	Dodge RAM 1500 SSV, 4WD	Ram 1500	\$ 39,827.00	Landers Chrysler Kia	100144591	4600057215
63	PRQ	Dodge RAM 2500 SSV, 4WD	Ram 2500	\$ 43,613.00	Landers Chrysler Kia	100144591	4600057215
64	PRR	Dodge RAM 3500 SSV, 4WD	Ram 3500	\$ 44,707.00	Landers Chrysler Kia	100144591	4600057215
65	PPV	Chevrolet Tahoe PPV , 2WD	Chevy Tahoe	\$ 51,058.00	Bale Chevrolet	100095671	4600057212
66	PFW	Chevrolet Tahoe PPV , 4WD	Chevy Tahoe	\$ 54,710.00	Bale Chevrolet	100095671	4600057212
68	PST	Chevrolet Silverado 1500 SSV, 4WD	Chevy Silverado 1500	\$ 43,635.00	Smart Chevrolet	100001581	4600057217
69	HPU	Ford Hybrid PPV , SUV, 2WD	Ford Police Interceptor Utility AWD	\$ 43,419.00	Red River Ford	100244944	4600057213
70	PPU	Ford F-150 Super Crew PPV , SSV, 4x2	Ford F-150 Responder	\$ 45,805.00	Mark McLarty Ford	100223045	4600057216



Attn: CITY OF BENTONVILLE
POLICE DEPT

1/9/2026
JV

Vehicle 2026 TAHOE PPV 4wd

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN 54IN B/W LEGACY LB PKG INCLUDES	\$ 3,300.00
	C399 CORE CONTROL HEAD SPEAKER AND BRKT	
1	RPWS54 PILLAR LIGHTS	\$ 1,050.00
2	WHELEN I2E	\$ 201.20
1	HG2 B/W SIDE RUNNER KIT	\$ 657.00
1	HAVIS CONSOLE PKG-VSX-1800-TAH-PM-5	\$ 1,529.55
1	HAVIS DS-PAN-1505N-4 DOCK STATION	\$ 1,297.20
1	LTRON 4910LR-152-LTRK-MM SCANNER	\$ 522.50
1	JOTTO 475-1675 PARTITION	\$ 788.94
1	JOTTO 475-1674 HSEP	\$ 107.96
1	JOTTO 475-1682 CARGO BARRIER	\$ 483.22
1	475-1763 W/A DOOR	\$ 510.64
1	BLACK RAC AR/870 MOUNT	\$ 922.24
1	PANASONIC ARB-HDVC35	\$ 9,896.70
1	TKY-TSH-SUP-002 ANTENNA	\$ 360.00
1	CEM8 EXP MODULE	\$ 80.00
1	WHELEN CHOWLER	\$ 574.43
1	WHELEN 3SRCCDCR LIGHT	\$ 48.00
1	STINGER 75832 LIGHT KIT	\$ 192.05
	BROTHER PJ822-VK PRINTER	\$ 493.43
1	SETINA 2 DRAWER W STANDARD LOCK	\$ 1,824.90
	Freight	\$ 225.00
	shop supplies	\$ 125.00
		\$ -
	Installation Labor	\$ 2,825.00

Total Upfit \$ 28,014.96

Jeremy Mcallister/John Vest
Superior Automotive Group
Fleet and Upfitting
250 Grant Place

Suite B
Lowell AR 72745
Cell: JM 479-616-4348 JV
479-549-8335



**Attn: CITY OF BENTONVILLE
POLICE DEPT**

1/9/2026
JV

Vehicle 2026 DURANGO

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN INNER EDGE PKG INCLUDES	\$ 3,050.00
	C399 CORE CONTROL HEAD SPEAKER AND BRKT	
1	RPWS44 PILLAR LIGHTS	\$ 785.00
2	TSS0E GRILLE LIGHTS	\$ 184.00
1	HG2 B/W SIDE RUNNER KIT	\$ 707.00
1	HAVIS CONSOLE C-VS-1900-DUR-PM-2	\$ 574.78
1	CUP2-1001 CUP HOLDER	\$ 47.30
1	C-ARM-103 ARM REST	\$ 143.86
1	C-HDM-204 SIDE MOUNT POLE	\$ 163.94
1	C-MD-119 SWING ARM W/ MOTION ADAPER	\$ 253.37
1	HAVIS DS-PAN-1505N-4 DOCK STATION	\$ 1,297.20
1	LTRON 4910LR-152-LTRK-MM SCANNER	\$ 522.50
1	JOTTO 475-0966 PARTITION W/ 8848 HSEP PANE;	\$ 872.00
1	JOTTO 475-0822 CARGO BARRIER	\$ 465.06
1	475-2145 W/A AND DOOR PANELS	\$ 549.42
1	BLACK RAC AR/870 MOUNT	\$ 922.24
1	PANASONIC ARB-HDVC35	\$ 9,896.70
1	TKY-TSH-SUP-002 ANTENNA	\$ 360.00
1	CEM8 EXP MODULE	\$ 80.00
1	WHELEN HWLDD36	\$ 479.00
1	WHELEN 3SRCCDCR LIGHT	\$ 48.00
1	STINGER 75832 LIGHT KIT	\$ 192.05
	BROTHER PJ822-VK PRINTER	\$ 493.43
1	SETINA 2 DRAWER W STANDARD LOCK	\$ 1,824.90
	Freight	\$ 225.00
	shop supplies	\$ 125.00
		\$ -
	Installation Labor	\$ 2,825.00

Total Upfit \$ 27,086.75

Jeremy Mcallister/John Vest
Superior Automotive Group

Superior Automotive Group
Fleet and Upfitting
250 Grant Place
Suite B
Lowell AR 72745
Cell: JM 479-616-4348 JV
479-549-8335

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTOMOTIVE GROUP IN THE AMOUNT NOT TO EXCEED EIGHT-HUNDRED THOUSAND DOLLARS (\$800,000.00) FOR THE PURCHASE OF TEN (10) POLICE DEPARTMENT VEHICLES WITH UPFITTING; WAIVING COMPETITIVE BIDDING FOR THE UPFITTING ONLY; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department needs to purchase five (5) Chevrolet Tahoes PPV 2WD and five (5) Dodge Durango PPV AWD police vehicles as equipped with upfitting.

WHEREAS, the waiver of competitive bidding would streamline the upfitting process of police vehicles purchased at State bid pricing, would extend the effective warranty of each vehicle and offer an installation warranty for the life of the vehicle.

WHEREAS, a budget adjustment is not needed to fund this purchase.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Superior Automotive Group for the purchase of five (5) Chevrolet Tahoes PPV 2WD and five (5) Dodge Durango PPV AWD police vehicles as equipped with upfitting in an amount not to exceed Eight-Hundred Thousand Dollars (\$800,000.00).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the upfitting of the ten police vehicles that are being purchased at State bid pricing.

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



Inter-office Memorandum

To: Mayor Orman and City Council
From: Curtis Sharp, Deputy Chief
CC: Justin Scantlin, Fire Chief
David Bailey, Staff Attorney
Patrick Johndrow, Finance Director
Tanya Moore, Purchasing Agent
Date: January 27, 2026
Re: Purchasing Paramedic Supplies

To ensure the best stewardship of public funding and to maintain flexibility for optimal pricing, specifically during segmented medical trends and volatility resulting from unforeseen circumstances that interrupt the supply chain, the Fire department requests bid waivers to allow purchasing from the following vendors: Henry Schein, Bound Tree Medical, Stryker, Teleflex, Core Scientific Global, Live Well Pharmacy (Tripharma), NextAir, Stericycle, and Zoll Medical. Any aggregate purchase above \$12,500 will have three quotes to maintain compliance with the City of Bentonville Purchasing Policy.



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Tanya Moore, Purchasing Agent, Purchasing and Compliance Department

DATE: January 21, 2026

SUBJECT: Waiver of Bid: Purchase of Medical Supplies for Paramedic Ambulances

Purchasing and Compliance Department recommends the approval of bid waivers to purchase medical supplies and medications for ambulance services from the following vendors:

- Henry Schein
- Bound Tree Medical
- LiveWell Pharmacy (Tripharma)
- Stryker
- Teleflex
- Core Scientific Global
- NextAir
- Stericycle
- Zoll Medical

This recommendation is intended to promote sound stewardship of public funds while retaining the flexibility required to secure optimal pricing in response to segmented trends within the medical market.

To remain in compliance with the City of Bentonville's Purchasing Policy Section 4.4 for Waiver of Bid, the Fire Department will be required to secure three quotes for any aggregate purchase exceeding \$12,500. This process ensures that pricing remains competitive and transparent. The selected vendors have been identified based on their ability to provide critical medical supplies and medications promptly and at competitive prices. Allowing purchases from multiple vendors provides the Fire Department with the necessary agility to respond to medical emergencies without delays caused by restrictive procurement processes.

Purchasing and Compliance recommend the approval of this bid waiver request for the vendors listed above. This will enable the Fire Department to continue delivering high-quality ambulance services to the community while adhering to the established budget and procurement policies.

Please feel free to contact me with any questions,

Tanya Moore
Purchasing Agent
(479) 271-3115
Tmoore@bentonvilllear.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CERTAIN SPECIFIED VENDORS IN THE AMOUNT OF ONE-HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) FOR THE PURCHASE OF MEDICAL SUPPLIES FOR PARAMEDIC AMBULANCES; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department needs to purchase medical supplies for paramedic ambulances.

WHEREAS, the waiver of competitive bidding would allow the Fire Department to get three quotes, to comply with the purchasing policy, not to exceed the approved budgeted amount.

WHEREAS, a budget adjustment is not needed to fund this purchase.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with any of the following:

Henry Schein, Bound Tree Medical, Stryker, Teleflex, Core Scientific Global, Live Well Pharmacy (Tripharma), NextAir, Stericycle, and Zoll Medical

for the purchase of medical supplies for paramedic ambulances in an amount not to exceed One-Hundred Twenty-Five Thousand Dollars (\$125,000.00).

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

Section 3 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Tanya Moore, Purchasing Agent, Purchasing and Compliance Department

DATE: January 21, 2026

SUBJECT: Waiver of Bid: Sole Source Rigaku Icon-X Raman Analyzer

The Purchasing and Compliance Department has reviewed the documentation provided by Bentonville Fire Department for the purchase of 1 (one) Rigaku Icon-X, Raman analyzer for liquid and solid identification. The total cost of purchase is \$ 67,128.98.

Based on the review of contract documentation, pricing verification, and cooperative purchasing compliance, the Purchasing and Compliance Department confirms that the request complies with both the City of Bentonville's Purchasing Policy, Section 4.6 for Cooperative Purchases Meeting or Exceeding the Council Threshold, as well as Section 4.4 Waiver of Bid (2) Sole Source purchases.

Please feel free to contact me with any questions.

Tanya Moore
Purchasing Agent
(479) 271-3115
Tmoore@bentonvillear.com

January 1st, 2025

Rigaku Analytical Devices, Inc.
 30 Upton Drive, Suite 2
 Wilmington, MA 01887

Re: CQL 1064nm Capability Statement

FarrWest is Rigaku Analytical Device's exclusive sales partner for the following states: AI, AR, AZ, CO, IA, ID, IL, IN, KS, LA, MI, MN, MO, MS, MT, ND, NE, NM, NV, OK, OR, SD, TX, UT, WA, WI, WY.

With Farrwest's support, along with the entire team at Rigaku Analytical Devices stand behind CQL product line, to include MaxID, GenID and NarciD, and is here to partner with your agencies' efforts to stop the proliferation of threats- narcotic, explosive, Chemical Warfare Agent and others. We are committed to supporting our end users in the field.

I would like to take this opportunity to thank you for considering Rigaku's CQL product line of 1064nm handheld Raman chemical identification systems. Rigaku Analytical Devices, Inc is the sole manufacturer of the MaxID, GenID and NarciD 1064nm handheld Raman chemical detection systems.

Rigaku's 1064nm handheld Raman analyzers are protected by specific trade patents and cannot be duplicated for any purpose. The CQL platform products and associated accessories, software, and services are only available through Rigaku Analytical Devices and its authorized dealers. If you have received pricing information from persons of companies other than Rigaku Analytical Devices, Inc. or its approved dealer, it will be considered non-authorized by Rigaku Analytical Devices, Inc.

Currently, there is no other devices providing comparable advanced analytics and unique features which extend analysis capabilities in the field. The following table lists technical specifications and their associated advantages for rapid detection of the largest number of "Real World" chemical threats most commonly encountered in the field and not offered on any other device of its kind.

Table 1: CQL Product Platform- 1064nm handheld Raman unique specifications with user benefits

Technology	<ul style="list-style-type: none"> Raman Spectroscopy using 1064nm laser technology
Unique integrated technology	<ul style="list-style-type: none"> 1064nm minimizes fluorescence effects: allows for direct analysis of colored/impure chemicals through colored packaging. Water is invisible to 1064nm Raman, unlike technologies effected by moisture and moisture content within a sample. Optional onboard Automated Colorimetrics provides non-visible Trace detection of residues.
Portability	<ul style="list-style-type: none"> Small handheld device, optimized for one handed operation. 7.28in L x 5.9in W x 3.11in H (18.5cm L x 15cm W x 7.9cm H). ~3.25lbs (1.4kg).
Ruggedness	<ul style="list-style-type: none"> US MIL-STD 810G designed, tested and certified rugged. IP 68 designed, tested, certified use in varying environmental conditions and decontamination.
Operational temperature range	<ul style="list-style-type: none"> Unit can be operated in -20°C to +50°C intermittent and +40°C continuous temperatures. Withstands temperature and humidity fluctuations.
Rapid start-up Rapid results	<ul style="list-style-type: none"> 60 seconds from power on to analysis. Analysis results in less than one minute for every scan.
Ease of operation	<ul style="list-style-type: none"> Scans in direct contact AND through translucent plastic or glass containers. Universal sample holder for analysis of samples in varying forms and packaging. Smartphone like touch-screen interface or large button activation. User prompted step-by-step onscreen analysis activation. Onboard system status and calibration. Reduces down-time and necessity for re-calibration at a service depot.

Rigaku Analytical Devices, Inc.
 30 Upton Drive, Suite 2, Wilmington, MA 01887 USA
 T: +1 855.785.1064 or +1 781.328.1024 • F: +1 781.328.0119
www.rigaku.com/handhelds • handhelds@rigaku.com

Capability of analysis	<ul style="list-style-type: none"> Liquids, solids, powders, pastes, gels. Colored substances and substances found in colored translucent packaging. These types of substances are most often encountered in real-world samples. Comparative spectral analysis overlay easily performed onboard. User adjustable focus ensures analysis of material and not the packaging. 4C software automatically monitors analysis for combinations of substances used in threat, drug manufacturing, and other recipes. Users receive onscreen alert.
Capability of analysis...continued	
Onboard Library	<ul style="list-style-type: none"> Up to 13,000 library entries depending on model MaxID library includes 22 libraries including the latest explosives, precursors, CWAs, TICs/TIMs, narcotics and psychotropic drugs, steroids, cutting agents, pharmaceuticals and diluents. Easily expandable by User created to add emerging threats and other substances. 4C library with drug manufacturing and other types of threat manufacturing recipes. Library updates provided more than once a year.
Evidence documentation	<ul style="list-style-type: none"> Onboard 5MP camera captures image of sample and surroundings. Image(s) stored along with analysis results in time/date stamped files.
Remote activation Remote viewing Data transfer Reporting	<ul style="list-style-type: none"> Remotely view analysis data in near "Real-Time" on mobile phone, tablet or PC. Exportable data in numerous file formats. Streamlined data transfer via USB and WiFi (can be disabled). Customizable report template and easy report generation.
Onboard safety features	<ul style="list-style-type: none"> User activated scan delay timer in case an energetic is suspected. User adjustable laser power level from 10 mW to 490 mW in 10 mW increments.
Presumptive Field Testing Requirements and Qualifications	<p>Laser and safety compliance</p> <ul style="list-style-type: none"> ANSI Z136.1 - Safe Use of Lasers IEC 60825-1 – Independently tested and certified to meet compliance for laser radiation pertaining to human safety. <p>Spectrographic analytical compliance</p> <ul style="list-style-type: none"> ASTM Standard: E2529-6 (2014) resolution. ASTM Standard: E 1840-96 (2014) calibration. <p>Validation of analytical method, evidence processing and evidence integrity</p> <ul style="list-style-type: none"> ASTM E2549-14 Standard Practice for Validation of Seized-Drug Analytical Methods. SWGDRUG Recommendations Version 7-1 ENFSI DRUGS WORKING GROUP Guidelines on Sampling of Illicit Drugs for Qualitative Analysis US FDA Code of Federal Regulations Electronic Records, Electronic Signatures UK MHRA Data Integrity Definitions and Guidance
Customer support package	<ul style="list-style-type: none"> 24/7/365 Reachback service. Library updates. Software updates. Support: online, phone, email, and in some cases text message for the life of the unit.
Warranty	<ul style="list-style-type: none"> 24-months to 36 months (dependent on model) included in package.
Training	<ul style="list-style-type: none"> Comprehensive 4 hour onsite training for up to 12 students.

Sincerely,

Nancy Otto
Sales Director
Rigaku Analytical Devices

Rigaku Analytical Devices, Inc.
30 Upton Drive, Suite 2, Wilmington, MA 01887 USA
T: +1 855.785.1064 or +1 781.328.1024 • F: +1 781.328.0119
www.rigaku.com/handhelds • handhelds@rigaku.com



Department Sole Source Justification Form

Purchasing and Compliance Department

Sole source procurements of commodities and services must only be available from a single source and cannot be competitively bid. Pursuant to the law, sole source requests will not be processed without proper justification and compliance with the statutes, rules, and policy.

Complete this form for contracts with a value greater than \$12,500 (total) where bidding may be restricted or where multiple proposals can not be obtained. Completing this form does not guarantee that the proposed vendor will be selected.

This completed form must be submitted with the Contract Request Form along with any additional supporting documentation.

Requesting Department Name

Fire

IDepartment 2 (if applicable)

Supplier Name

Earwest

JUSTIFICATION

Note: Brand name preferences, aesthetic design specifications, or price are not sufficient justification for sole source procurements. Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a single/sole source purchase. ANY selection requires explanation in the additional space provided.

- 1. Items sold through vendor only; no other comparable vendor available.
- 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only.
- 4. Repair/Maintenance service requires expertise in operations on unit. Necessarily parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- 5. Service(s) provided by the vendor are unique and therefore competitive bids are not applicable.
- 6. Other reason.

Explanation is required for ANY selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor. This must clearly indicate why the proposed vendor is the ONLY vendor that will meet your requirements. (Please attach documents if additional space is required)

Explanation: This unit is a replacement for the Smith Detection Hazmat ID purchased in 2012 and no longer supported in the U.S.. Hazmat personnel evaluated multiple units utilizing performance, reach-back, support, warranty and service as bench marks. The Rigaku, Icon-X was the unit selected based upon the criteria.

FURTHER JUSTIFICATION

Is this sole source based on performance specifications, and if so, what is the unique performance requirement?

Sole source is based upon the manufacturer's requirements.

And, why is this feature necessary?

Can requirements be modified so that the services or commodity may be competitively bid? If no, why?

Requirements can be changed to allow competitive bidding for this unit.

Are there patent, copyright, or proprietary rights which make the required service or commodity unavailable other sources? If yes, describe.

rom

What would the agency do if the service or commodity were no longer available?

Detail any program considerations, which make the use of a "Sole Source" critical to the agency.

Biomolecule (including Amino Acids),
Cutting Agent, CWA, CWA Precursor, Explosive, Explosives Precursor, General Chemical, General Precursor, Household Chemical, Industrial Chemical 1 - 4, Narcotic, Narcotic Precursor, Pesticide, Pharmaceutical, Polymer, Solvent,

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a single/sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

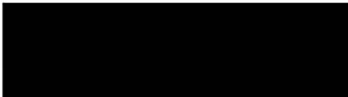
Signature _____ Date _____
Print Name _____ Title _____
E-mail Address _____ Phone# _____

Purchasing and Compliance Manager Approval

Justification appears appropriate.

Justification appears inappropriate. Explanation is attached.

Purchasing and Compliance Signatur



Digitally signed by Tanya Moore
Date: 2026.01.22 10:01:25
-06'00'

Date 1/22/26



FARRWEST

Estimate

Date	Estimate #
1/6/2026	21922

**1500 Northlake Pass, Ste. 101
Universal City, TX 78148**

Ph: 210-566-1857
Fax 210-566-1897

CITY OF BENTONVILLE - FIRE DEPARTMENT
SHAWN LANIER
slanier@bentonvillear.com
479-271-5990

P.O. No.	Rep	Project/Event
	MM	

Item	Description	Qty	Cost	Total
1035152	<p>RIGAKU ICON-X with GPS - Rugged handheld 1064nm Raman analyzer for material identification of solids and liquids. Includes; 3 year limited warranty, 3 years of software and library updates, and 3 years of Reachback service. Includes CommandSuite Fleet Management Software for use on up to 2 instruments.</p> <p>Kit Includes:</p> <ul style="list-style-type: none"> • External battery charger • Li-Ion rechargeable batteries >4 hours life each (QTY: 2) • Nosecone for point-and-shoot identification of substances contained within packaging • Vial holder • Universal sample holder for hands-free analysis • Rugged carrying case • Polystyrene Rod for routine self-check • Touchscreen and tactile illuminated button user interface • Onboard 13MP digital camera/barcode reader • Pictures time/date stamped • Rigaku full library-over 13,200+ compounds including Biomolecule, Cutting Agent, CWA, CWA Precursor, Explosive, Explosives Precursor, General Chemical, General Precursor, Household Chemical, Industrial Chemical 1-4 , Narcotic, Narcotic Precursor, Pesticide, Pharmaceutical, Polymer, Solvent, Steroid, 	1	51,975.00	51,975.00T

It's been a pleasure working with you!	Subtotal
	Sales Tax (9.5%)
	Total

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com



FARRWEST

Estimate

Date	Estimate #
1/6/2026	21922

**1500 Northlake Pass, Ste. 101
Universal City, TX 78148**

Ph: 210-566-1857
Fax 210-566-1897

CITY OF BENTONVILLE - FIRE DEPARTMENT
SHAWN LANIER
slanier@bentonvillear.com
479-271-5990

P.O. No.	Rep	Project/Event
	MM	

Item	Description	Qty	Cost	Total
	TIC/TIM • Customizable user library generation • Software optimized for Safety & Security applications • 4C predictive software for precursor monitoring and threat manufacturing warning • Onboard database of over 140 4C threat recipes • Wi-Fi connectivity to view results remotely and immediately on cell phone or PC • Regularly scheduled library updates • Software updates for the life of the warranty • 24/7/365 Reachback support • 36-month standard warranty			
1034772	RIGAKU ICON-X BALL PROBE	1	1,980.00	1,980.00T
FW-SAMPL-08	FARRWEST TRAINING- CHEMICAL SAMPLING CLASS. - COVERS PROPER USE OF EQUIPMENT AND SAMPLING WITH THE LATEST IN COLORIMETRIC PAPERS, GAS SENSOR, PID, FT-IR, RAMAN AND GC/MS TECHNOLOGIES 1-DAY. ***INITIAL DAY OF TRAINING***	1	2,850.00	2,850.00T

It's been a pleasure working with you!	Subtotal
	Sales Tax (9.5%)
	Total

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com



FARRWEST

Estimate

Date	Estimate #
1/6/2026	21922

**1500 Northlake Pass, Ste. 101
Universal City, TX 78148**

Ph: 210-566-1857
Fax 210-566-1897

CITY OF BENTONVILLE - FIRE DEPARTMENT
SHAWN LANIER
slanier@bentonvillear.com
479-271-5990

P.O. No.	Rep	Project/Event
	MM	

Item	Description	Qty	Cost	Total
FW-SAMPL-08	FARRWEST TRAINING- CHEMICAL SAMPLING CLASS. - COVERS PROPER USE OF EQUIPMENT AND SAMPLING WITH THE LATEST IN COLORIMETRIC PAPERS, GAS SENSOR, PID, FT-IR, RAMAN AND GC/MS TECHNOLOGIES 1-DAY ***CONSECUTIVE DAYS FOR SHIFT 2 & 3*** ***SOLE SOURCE LETTER ATTACHED IN EMAIL *** ***BUYBOARD PRICING - CONTRACT#769-25***	2	2,250.00	4,500.00T

It's been a pleasure working with you!		Subtotal	\$61,305.00
		Sales Tax (9.5%)	\$5,823.98
		Total	\$67,128.98

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH FARRWEST IN THE AMOUNT OF SIXTY-SEVEN THOUSAND ONE-HUNDRED TWENTY-EIGHT DOLLARS AND NINETY-EIGHT CENTS (\$67,128.98) FOR THE PURCHASE OF A RIGAKU ICON-X RAMAN ANALYZER; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department needs to purchase a Rigaku Icon-X, Raman analyzer for liquid and solid identification.

WHEREAS, FarrWest is the sole source supplier of Rigaku Devices in 27 states including Arkansas.

WHEREAS, a budget adjustment is not needed to fund this purchase.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with FarrWest for the purchase of a Rigaku Icon-X, Raman Analyzer, in an amount not to exceed Sixty-Seven Thousand One-Hundred Twenty-Eight Dollars and Ninety-Eight Cents (\$67,128.98).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the Rigaku Icon-X, Raman Analyzer.

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Tanya Moore, Purchasing Agent, Purchasing and Compliance Department

DATE: January 22, 2026

SUBJECT: Waiver of Bid: Sole Source Res-Q-Jack Equipment/Dixie Rescue Solutions, Inc.

The Purchasing and Compliance Department has reviewed the documentation provided by Bentonville Fire Department for the purchase of Res-Q Jack Heavy Rescue Stabilization Equipment in the amount of \$45,995.48.

Based on the review of contract documentation and Sole Source verification, the Purchasing and Compliance Department confirms Dixie Rescue Solutions, Inc. is the Sole provider for the State of Arkansas and that this request complies with the City of Bentonville's Purchasing Policy, Section 4.4 Waiver of Bid for Sole Source purchases.

Please feel free to contact me with any questions.

Tanya Moore
Purchasing Agent
(479) 271-3115
Tmoore@bentonvilliar.com



1580 Lake Street | Elmira, NY 14901 | P: 607-739-1209 | F: 607-739-4583 | www.res-q-jack.com

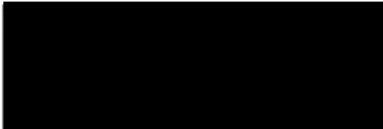
1/1/25

To whom it may concern:

Res-Q-Jack, Inc. is the sole manufacturer of the patented Vehicle Stabilization System "METHOD AND APPARATUS FOR BUTTRESS STABILIZATION" granted by the United States Government Patent and Trademark Office pursuant to Patent Number 6,722,984 dated August 10, 2004. No other company or individual has been licensed to manufacture an identical or similar system. In-service training is provided by the company and/or company dealer at the customer location or other suitable location. Dixie Rescue Solutions, Inc. is our sole provider in the State of Arkansas.

If you have any additional questions, do not hesitate to contact me.

Respectfully,



Lindsay Rounds
VP of Sales and Marketing
Res-Q-Jack Inc.
1580 Lake Street
Elmira, NY 14901
Office: 607-739-1209
Cell: 607-425-7637
lindsay.rounds@res-q-jack.com



Department Sole Source Justification Form

Purchasing and Compliance Department

Sole source procurements of commodities and services must only be available from a single source and cannot be competitively bid. Pursuant to the law, sole source requests will not be processed without proper justification and compliance with the statutes, rules, and policy.

Complete this form for contracts with a value greater than \$12,500 (total) where bidding may be restricted or where multiple proposals can not be obtained. Completing this form does not guarantee that the proposed vendor will be selected.

This completed form must be submitted with the Contract Request Form along with any additional supporting documentation.

Requesting Department Name

Fire

Department 2 (if applicable)

Supplier Name

Dixie Rescue Solutions

JUSTIFICATION

Note: Brand name preferences, aesthetic design specifications, or price are not sufficient justification for sole source procurements. Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a single/sole source purchase. ANY selection requires explanation in the additional space provided.

- 1. Items sold through vendor only; no other comparable vendor available.
- 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only.
- 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- 5. Service(s) provided by the vendor are unique and therefore competitive bids are not applicable.
- 6. Other reason.

Explanation is required for ANY selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor. This must clearly indicate why the proposed vendor is the ONLY vendor that will meet your requirements. (Please attach documents if additional space is required)

Explanation: The Res-Q-Jack, strut stabilization system provides the strength needed to stabilize heavy loads and vehicles, such as, loaded dump trucks and concrete mixing trucks.

FURTHER JUSTIFICATION

Is this sole source based on performance specifications, and if so, what is the unique performance requirement?

The struts specified are rated for 19,300 lbs each with a 2:1 safety factor.

And, why is this feature necessary?

Live loads are unpredictable and a 2:1 safety factor allows flexibility.

Can requirements be modified so that the services or commodity may be competitively bid? If no, why?

No. This is the only manufacturer that can meet the requirements.

Are there patent, copyright, or proprietary rights which make the required service or commodity unavailable from other sources? If yes, describe.

Method and Apparatus for Buttress Stabilization, patent #6,722,984 August 10, 2004.

What would the agency do if the service or commodity were no longer available?

Detail any program considerations, which make the use of a "Sole Source" critical to the agency.

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a single/sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature _____

Date _____

Print Name _____

Title _____

E-mail Address _____

Phone # _____

Purchasing and Compliance Manager Approval

Justification appears appropriate.

Justification appears inappropriate. Explanation is attached.

Purchasing and
Compliance Signature

Digitally signed by Tanya Moore
Date: 2026.01.22 10:00:34
+06'00'

Date 1/22/26

ESTIMATE

Dixie Rescue Solutions
22660 Interstate 30 lot 34
Bryant, AR 72022

haligan06@gmail.com
+1 (501) 304-2212
Adam Cordell



Bill to
Jon Yeager
Bentonville Fire Dept
800 SW A St.
Bentonville, AR 72712 USA

Ship to
Jon Yeager
Bentonville Fire Dept
800 SW A St.
Bentonville, AR 72712 USA

Estimate details

Estimate no.: 1117
Estimate date: 12/23/2025
Expiration date: 12/31/2026

#	Product or service	Description	Qty	Rate	Amount
1.	6-Point Technical Rescue Kit	6-Point Technical Rescue Kit	1	\$27,770.00	\$27,770.00
2.	PKC-ALLP	All Purpose Accessory Package	1	\$3,150.00	\$3,150.00
3.	Add-on air fitting RQJ strut	Super X strut air upgrade	8	\$220.00	\$1,760.00
4.	Add on Racket Strap	Super X Add on Racket Strap	4	\$450.00	\$1,800.00
5.	SPX Strut Hollow 41"	Super X Strut with Hollow Tube-41" Strut only	1	\$3,100.00	\$3,100.00
6.	SPX Strut Hollow 56"	Super X Strut Hollow Tube-56" Strut only	1	\$3,100.00	\$3,100.00
7.	3' strut extension	3' extension	1	\$600.00	\$600.00

Subtotal \$41,280.00
Sales tax \$3,921.60
Shipping Tax \$68.88 + \$725.00

Total \$45,995.48

Expiry date 12/31/2026

Accepted date

Accepted by

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH DIXIE RESCUE SOLUTIONS IN THE AMOUNT OF FORTY-FIVE THOUSAND NINE-HUNDRED NINETY-FIVE DOLLARS AND FORTY-EIGHT CENTS (\$45,995.48) FOR THE PURCHASE OF HEAVY RESCUE STABILIZATION EQUIPMENT; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department needs to purchase a Res-Q Jack Heavy Rescue Stabilization Equipment.

WHEREAS, Dixie Rescue Solutions is the sole source for Res-Q Jack equipment in Arkansas based upon the manufacturer’s trade and sales practice.

WHEREAS, a budget adjustment is not needed to fund this purchase.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Dixie Rescue Solutions for the purchase of Res-Q Jack Heavy Rescue Stabilization Equipment, in an amount not to exceed Forty-Five Thousand Nine-Hundred Ninety-Five Dollars and Forty-Eight Cents (\$45,995.48).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the Heavy Rescue Stabilization Equipment.

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	<input type="checkbox"/> Appointment

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Josh Stacey, Parks and Recreation Deputy Director
Date: January 14, 2026
Re: Change Order Authorizing an Amended Agreement with GTS, Inc.

Parks and Recreation staff is requesting approval for a change order, in the amount of \$11,214.81, to GTS, Inc. for additional geotechnical services at the Bentonville Adult Recreation Center. GTS, Inc. was selected by the Statement of Qualifications Selection Committee to perform these services. GTS has performed numerous services to ensure the quality of the facilities construction. Earthwork testing and soil sampling, structural concrete and concrete inspections, masonry observations, and structural steel inspections have all been part of their services. The original contract was an estimate for testing and due to some unforeseen circumstances and additional testing being requested for quality assurance, the need has arisen to increase the scope of GTS contract to complete their work at the facility.

Please note this change order amount is still within the project budget covered by the grant for the facility. No budget adjustment is needed.

If you have questions concerning this item, please email me at jstacey@bentonvillear.com or call 479.418.8653.

Attachments:

GTS Change Order Request Letter



www.gtsconsluting.net

January 14, 2025

City of Bentonville
215 SW A Street
Bentonville, Arkansas 72712

Attention: Mr. Josh Stacy

Re: Materials Testing Services Budget (Revised)
Bentonville Adult Recreation Center and Pickleball Courts
Bentonville, Arkansas
GTS Project No. 24-11258

Mr. Stacy:

This letter is issued as an update to our budget for the above referenced project. The original proposal was issued for GTS's testing and inspections services for \$69,255. Through GTS's most recent invoice dated November 18, 2025, and for work through October 2025, the total amount billed for this project by GTS is \$68,839.21. Additional fees have been accrued since our last invoice in the amount of \$6,380.60, bringing the total cost of fees to \$75,219.81 as of the date of this letter which exceeds our authorized contract amount.

Based on the work performed to date and the remaining work, we kindly request a change order in the amount of \$11,214.81 to complete testing and inspections on this project. This letter summarizes the work performed to date and the anticipated remaining testing needed to complete this project. To authorize this work, please sign and date below:

Name and Title	Signature	Date
----------------	-----------	------

Please contact us if you have any questions regarding the information provided in this letter.

Sincerely,



Zack McDonald
CMT Project Manager

Jason Williams, P.E.
Principal Engineer



At the time of preparing our initial proposal, GTS, Inc. was not provided with a construction schedule, therefore, the trips for testing and inspections were estimates. Additional trips beyond what we assumed in our original proposal have occurred including additional trips for concrete testing, grout testing, reinforcing steel observations, proofroll/subgrade observations, and structural steel observations. The additional trips resulted in increased fees for the project.

Additionally, two pickleball courts and additional sidewalks were added to the project at a later date that were not included in the original drawings and scope provided to GTS. Testing and inspections associated with the pickleball courts and added sidewalks were not included in the budget provided in our original budget.

Summary of Unanticipated Testing and Overages

At the request of the general contractor, GTS, Inc. performed site visits to perform testing and or inspections for work not included in the scope of our original proposal. The items requested for testing or inspections included floor flatness/levelness testing, fireproofing inspections and testing, and shotcrete coring and testing. The additional testing and observations resulted in fees not accounted for in our original budget.

Additionally, multiple instances have occurred on days GTS, Inc. was scheduled by the contractor to be on site for testing or inspections, we were notified by the contractor upon or after arrival that the testing and or inspections were cancelled. The fees associated with these cancellations were not accounted for in our original proposal.

A summary of the unanticipated items and overages regarding the trips budgeted versus the actual trips requested by Flintco is shown in Table 1 on the following page.



Table 1: Summary of Overages for Bentonville Adult Recreation Center

Field and Laboratory Services	Units	GTS Budgeted Quantity	Actual Quantity	Overage
Concrete Testing	Trips	30	44	14
Fireproofing	Trips	0	2	2
Floor Flatness/Levelness	Trips	0	1	1
Grout Testing	Trips	2	6	4
Shotcrete Testing	Trips	0	1	1
Reinforcing Steel Observations	Trips	20	34	14
Drilled and Epoxied Reinforcing Steel	Trips	4	21	17
Proofroll/Subgrade Observations	Trips	12	16	4
Density Testing Soils and Base	Trips	20	21	1
Structural Steel Observations	Trips	6	14	8
Site Visits Cancelled Onsite	Trips	0	5	5

ANTICIPATED REMAINING SCOPE OF SERVICES

GTS estimates the following trips, and testing will be needed to complete this project.

Base Density Testing

- 4 trips to perform field density tests on base material beneath sidewalks

Post Tensioned Concrete Slab Inspections

- GTS will provide Post Tensioning Institute (PTI) inspectors to perform inspections of PT cables and slab reinforcement prior to concrete pours.
- GTS, Inc. PTI inspectors will observe stressing operations of PT cables and record elongations.
- GTS, Inc. understands that both courts will be poured at the same time.

Estimated Trips

- Slab pre-pour rebar and PT cable inspections – 1 trip
- PT stressing operations – 1 trip by a certified GTS, Inc. PTI Inspector

Concrete Testing

- PT Slab Pour – 1 trip for sampling of fresh concrete with 2 sets of concrete cylinders (GTS is budgeting 1 extra cylinder per set for early breaks)
- Sidewalks – 4 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip



- Retrieve cured concrete cylinders on days GTS, Inc. is not scheduled to be onsite for testing – 5 trips

TESTING FEE SUMMARY

Item	Totals
Unbilled Work to Date (work through January 13, 2026)	\$6,380.60
Anticipated Cost Estimate for Remaining Testing Services	\$5,250.00
Total Fees Invoice to Date (work through October 2025)	\$68,839.21
Total	\$80,469.81
Total of Original Budget	\$69,255
Difference	\$11,214.81
Requested Change Order Amount	\$11,214.81

Please advise if we need to amend our testing frequencies on this project to complete the scope of work outlined herein. If this scope is acceptable, we kindly request a change order in the amount of \$11,214.81 for this project.

Our fees are directly related to the number of trips and time spent on-site for testing services. Our fees will be invoiced based on GTS’s standard unit rates.

*Services requested for this project included in the scope outlined above and any scope not included, will be billed based on GTS Inc.’s current standard unit rate sheets at the time of testing/observations are performed.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH GTS, INC., IN THE AMOUNT OF ELEVEN THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND EIGHTY-ONE CENTS (\$11,214.81), FOR ADDITIONAL GEOTECHNICAL SERVICES AT THE ADULT RECREATION CENTER; AND FOR OTHER PURPOSES.

WHEREAS, GTS, Inc. was selected by a professional selection committee pursuant to the City’s Purchasing Policy;

WHEREAS, this amendment is for additional geotechnical services at the Bentonville Adult Recreation Center; and

WHEREAS, this amendment is funded through previously accepted grant funds.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an amended agreement with GTS, Inc, in the amount of eleven thousand two hundred fourteen dollars and eighty-one cents (\$11,214.81) for additional geotechnical services at the Bentonville Adult Recreation Center;

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Creek Wenger, Parks Maintenance Manager

Date: January 13, 2026

Re: Council approval of a bid waiver, in the amount of \$175,019.66, to Moser Furniture Group for the purchase of Furniture, Shelving and Lockers for the New Parks Maintenance Building through the TIPS Contract ID #240301.

Council approval of a bid waiver, in the amount of \$175,019.66, to Moser Furniture Group for the purchase of furniture, shelving, and lockers for the New Parks Maintenance Building through TIPS Contract ID #240301.

It is important to note that this is a 2026 budgeted item. The total project budget for FF&E is 265,000. The acquisition of shelving and lockers is a critical step in ensuring a smooth and efficient transition into our new shop facility. These additions will provide the necessary infrastructure to properly organize, secure, and manage our equipment and assets, allowing staff to operate effectively from the outset. By investing in these organizational tools now, we can minimize disruptions during the move and establish a well-structured, functional workspace that supports both current needs and future growth.

Moser Furniture Group represents the best value and most practical option for this purchase. In addition to utilizing competitively priced TIPS cooperative pricing, the vendor will store all materials until the new facility is ready for installation, eliminating the need for interim storage by the City. They will also deliver and install all furnishings at no additional cost, further reducing logistical challenges, staff time, and overall project expenses. This combination of pricing, storage, delivery, and installation services provides a cost-effective and efficient solution that aligns with the City's operational and budgetary goals.

For any questions, please contact Creek Wenger at cwenger@bentonvillear.com.



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Tanya Moore, Purchasing Agent, Purchasing and Compliance Department

DATE: January 21, 2026

SUBJECT: Moser Cooperative Purchase: Furniture for Parks Maintenance Building

The Purchasing and Compliance Department has reviewed the documentation provided by Parks and Recreation for the purchase of furniture from Moser Corporation under TIPS Contract #240301. The total cost of the furnishings is \$175,019.66 and includes furniture, shelving, and lockers for the New Parks Maintenance Building.

Based on the review of contract documentation, pricing verification, and cooperative purchasing compliance, the Purchasing and Compliance Department confirms that the request complies with the City of Bentonville's Purchasing Policy, Section 4.6 for Cooperative Purchases Meeting or Exceeding the Council Threshold.

Please feel free to contact me with any questions.

Tanya Moore
Purchasing Agent
(479) 271-3115
Tmoore@bentonvilllear.com












Moser Quote Bentonville Parks Maintenance Facility FFE

Location	Item	Cost
Conference Room	Table	\$ 3,014.32
	Credenza with Shelf	\$ 1,948.41
	Chairs (12)	\$ 5,544.00
	Magnetic White Board	\$ 1,279.38
		\$ 11,786.11
Breakroom	Tables (8)	\$ 5,129.12
	Tall Tables (2)	\$ 2,453.40
	Tall Chairs (6)	\$ 1,621.26
	Magnetic White Board (2)	\$ 2,558.76
		\$ 11,762.54
Supervisor Offices	L-Shaped Electric Stand Desk (2)	\$ 7,825.73
	File Cabinets Under Desk (2)	\$ 767.86
	Tall Dresser with Pull Out Drawers (2)	\$ 2,915.32
	Office Chairs (5)	\$ 2,637.50
	Guest Chairs (10)	\$ 3,765.00
	Magnetic White Board (5)	\$ 4,112.30
		\$ 22,023.71
Shared Office	Work Station Cubicles (6)	\$ 8,763.26
	Filing Cabinets (6)	\$ 2,430.00
	Office Chairs (6)	\$ 3,012.00
	Magnetic White Board (2)	\$ 2,223.70
		\$ 16,428.96
Shop Area	Lockers (50)	\$ 35,315.00
	Warehouse Shelving 18"x48"x84" (28)	\$ 16,187.50
	Warehouse Shelving 24"x48"x84" (4)	\$ 2,312.50
	Pallet Rack Shelving (9)	\$ 24,852.45
	Rotabin Storage (2)	\$ 8,875.00
		\$ 87,542.45
	Freight	\$ 627.09
	Tariff Surcharge	\$ 1,359.59
	Shelving Delivery and Installation	\$ 17,318.39
	Tax	\$ 6,170.82
	Total	\$ 175,019.66

Moser Coporation
Dana Flora
The Furniture Lady
601 N 13th St
Rogers, AR 72756
918-688-3262
dflora@mosercorporation.com

Bentonville Parks & Recreation
Creek Wenger
Parks Foreman-Grounds
401 NE Moberly Lane
Bentonville, AR 72712
479-418-8635
cwenger@bentonvillear.com

TIPS Contract Pricing; TIPS #240301

Item	Tag	Preview	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
1			1		NOTE:		TIPS Contract Pricing; TIPS #240301	\$ 0.00	\$ 0.00	\$ 0.00
2	Conference		1	HON	HTLC48168	Edge Option Select Edge Finish Select Grommet Select Laminate Select Grade 2 Laminate Finish	Preside 168W x 48D Rectangular Shaped Laminate Top 2MM/Flat Portico Teak Cut Out For Flip Top Port Grd L2 Standard Laminates Portico Teak	\$ 2,192.00	\$ 1,033.37	\$ 1,033.37
3	Conference		1	HON	HTTLEG168	Select Base Color Select Grade 1 Paint	Preside Aluminum T leg for 168" Table Tops P1 Paint Opts Titanium	\$ 1,824.00	\$ 859.89	\$ 859.89
4	Conference		2	HON	HTG2PWR-3P-1U-W	Select Paint Color	ElloraB G2 Flptop-3 AC Pwr-1 Dual USB-A-Qi Lid Silver	\$ 1,189.00	\$ 560.53	\$ 1,121.06
5	Conference		1	HON	HTLCRED72S	Laminate Top Selection Select Grade 2 Laminate Finish Select Edge Color Laminate Chassis Selection Select Grade 2 Laminate Finish Select Pull Back Cutout Selection Laminate Shelf Selection Select Grade 2 Laminate Finish	Preside 20x72 36H Hospitality Credenza w/Shelf Grd L2 Standard Laminates Portico Teak Portico Teak Grd L2 Standard Laminates Portico Teak Loop Satin Nickel No Cutout Grd L2 Standard Laminates Portico Teak	\$ 4,133.00	\$ 1,948.41	\$ 1,948.41
6	Conference		12	HON	HIWMM	Control Type Select Arm Type Select Caster/Glide Option Select Mesh Color Select Upholstery Grade 3 Fab Moxie Select Lumbar Select Base Select Frame Color	Ignition 2 Task Mid-back, ilira back Simple Synchro-Tilt Control Fixed Hard Caster 4-Way Charcoal Grade 3 Uph Moxie Smokestack No Lumbar Standard Base Titanium	\$ 924.00	\$ 462.00	\$ 5,544.00
7	Conference		1	Clarus	FLOAT46	Orientation Glass Specs Magnetic Tempered Edgework Finish Includes Accessory Kit	Magnetic Glass Board, Adj TruMount 48"H x 72"W Horizontal 1/4" Gloss Yes Yes Flat Polish CBC-105 Site White 1 Eraser, 2 Magnets, 4 Markers	\$ 2,100.00	\$ 1,279.38	\$ 1,279.38
sub							Subtotal			\$ 11,786.11
8	Breakroom		8	HON	HMVR-3060G-FX	Select Grommet Location Select Grade Select Grade 1 Laminate Finish Select Edge Color Select Caster/Glide Option Select Paint Grade Select Grade 1 Paint	Motivate Table Rect 30Dx60W 2mm Edge Fixed Base No Grommets Grd L1 Standard Laminates Handspun Dove Platinum Caster P1 Paint Opts Titanium	\$ 1,360.00	\$ 641.14	\$ 5,129.12
9	Breakroom		2	HON	HLSLR2472	Select Laminate Select Top Laminate Color Select Grommet	Voi 24"D x 72" W Rectangle Worksurface Grd L1 Standard Laminates Undecided LAMINATE Option No Grommets	\$ 593.00	\$ 300.74	\$ 601.48
10	Breakroom		4	HON	HLSL24410	Select Paint Color Select Grade 1 Paint	Voi 24D x 41H O-Leg Support for Worksurfaces P1 Paint Opts Black	\$ 637.00	\$ 323.06	\$ 1,292.24
11	Breakroom		2	HON	HLSLZ5SC72	Select Color Option	60"W External Stiffener Black	\$ 168.00	\$ 85.20	\$ 170.40
12	Breakroom		2	HON	HPWRMOD	Last Port Options Select Cord Type Options Color/Finish Options	Desktop Power Mod Rectangular USB-A/C Straight Storm	\$ 545.00	\$ 194.64	\$ 389.28
13	Breakroom		6	HON	HPMMV-L3PO	Select Glide Option Paint Options Select Grade 1 Paint Select Shell Option Select Arm Option	Etch 4-Leg Bar Poly Seat Perf Back Titanium Nylon Glides P1 Paint Opts Undecided PAINT Option Undecided SHELL Option Armless	\$ 485.00	\$ 270.21	\$ 1,621.26

Moser Coporation
Dana Flora
The Furniture Lady
601 N 13th St
Rogers, AR 72756
918-688-3262
dflora@mosercorporation.com


















Bentonville Parks & Recreation
Creek Wenger
Parks Foreman-Grounds
401 NE Moberly Lane
Bentonville, AR 72712
479-418-8635
cwenger@bentonvillear.com
TIPS Contract Pricing; TIPS #240301

Item	Tag	Preview	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
14	Breakroom		2	Clarus	FLOAT46	Orientation Glass Specs Magnetic Tempered Edgework Finish Includes Accessory Kit	Float Magnetic Glass Board, Adj TruMount 48"H x 72"W Horizontal 1/4" Gloss Yes Flat Polish CBC-105 Site White 1 Eraser, 2 Magnets, 4 Markers	\$ 2,100.00	\$ 1,279.38	\$ 2,558.76
sub							Subtotal			\$ 11,762.54
15	Office w/ HAT		1	HON	HWV95AARP	\$(L1STD) .B9 .S .S Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Color	Systems 72x48x24x24Rt Corner Cove Worksurface Edgeband Grd L1 Standard Laminates Silver Mesh Charcoal Charcoal	\$ 1,114.00	\$ 397.86	\$ 397.86
16	Office w/ HAT		1	HON	HWV95AALP	\$(L1STD) .B9 .S .S Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Color	Systems 72x48x24x24Left Corner Cove Worksurface Edgebd Grd L1 Standard Laminates Silver Mesh Charcoal Charcoal	\$ 1,114.00	\$ 397.86	\$ 397.86
17	Office w/ HAT		2	HON	HWR2436P	\$(L1STD) .B9 .S .S Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Color	Systems Rectangular Worksurface Edgeband 24D x 36W Grd L1 Standard Laminates Silver Mesh Charcoal Charcoal	\$ 493.00	\$ 176.07	\$ 352.14
18	Office w/ HAT		2	HON	HLSLZ5SC72	.P Select Color Option	60"W External Stiffener Black	\$ 168.00	\$ 85.20	\$ 170.40
19	Office w/ HAT		2	ESI	3VT-LX-C4848-30	SLV Finish	3-Leg Victory Series Electric Table Base w/ Adjustable Cross Channels (53.9"- 77.8" both sides) w/30" C-Feet Quick-Connect Columns Silver Finish	\$ 2,154.00	\$ 1,230.86	\$ 2,461.72
20	Office w/ HAT		2	HON	H18723A	.X \$(P1) .S Lock/Omt Opts Select Paint Color Select Grade 1 Paint	Flagship Series Pedestal "A" Pull Mobile B/B/F 23D OMT Core to Order Key Alike P1 Paint Opts Charcoal	\$ 1,075.00	\$ 383.93	\$ 767.86
21	Offices		5	ESI	FCH4CX	BLK Finish	Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet (1) IISR-C Outlet Mounts On Top Or Black	\$ 488.00	\$ 278.86	\$ 1,394.30
22	Offices		5	ESI	SENA2	SLV Finish	Sena Series Gas Spring Dual Monitor Arm, Includes Desk Clamp & Grommet Mount Silver	\$ 712.00	\$ 406.86	\$ 2,034.30
23	Offices		5	ESI	NETTA-48	BLK Finish	Mesh Wire Management Channel, 48W Black	\$ 216.00	\$ 123.43	\$ 617.15
24	Office w/ HAT		2	HON	H9185LSNA	.X \$(P1) .S Lock/Omt Opts Select Paint Color Select Grade 1 Paint	Flagship Lat 64 1/4"x36" w/Open Shelves/A Pulls OMT Core to Order Key Alike P1 Paint Opts Charcoal	\$ 2,952.00	\$ 1,391.66	\$ 2,783.32
25	Office w/ HAT		2	HON	HF23C	.X101E Select Key Number	Lock Core Replacement Kit Brushed Chrome 101E	\$ 70.00	\$ 33.00	\$ 66.00
26	Office w/ HAT		2	HON	HF23C	.X102E Select Key Number	Lock Core Replacement Kit Brushed Chrome 102E	\$ 70.00	\$ 33.00	\$ 66.00
27	Offices		5	HON	HIWMM	.Y2 .A .H .IC \$(3) .SX 22 .TL .SB .TI Control Type Select Arm Type Select Caster/Glide Option Select Mesh Color Select Upholstery Grade 3 Fab Moxie Select Lumbar Select Base Select Frame Color	Ignition 2 Task Mid-back, ilira back Advanced Synchro-Tilt SeatSlcr Height and Width Adj. Arm Hard Caster 4-Way Charcoal Grade 3 Uph Moxie Smokestack Titanium Adjustable Lumbar Standard Base Titanium	\$ 1,055.00	\$ 527.50	\$ 2,637.50

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TIPS Contract Pricing; TIPS #240301

Item	Tag	Preview	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
28	Offices		10	HON	HISB6		Ignition Sled Bse Guest Chair	\$ 753.00	\$ 376.50	\$ 3,765.00
					F E TI \$(3) ~ SX ~ .PLAT NOTE:	Select Arm Type Select Caster/Glide Option Select Back Select Upholstery Grade 3 Fab Moxie Select Frame Color	Fixed Nylon Glide Titanium ReActiv Grade 3 Uph Moxie Undecided FABRIC Option Textured Platinum Metallic SX33 Kelly has been DISCONTINUED			
29	Offices		5	Clarus	FLOAT34		Magnetic Glass Board, Adj TruMount 36"H x 48"W	\$ 1,350.00	\$ 822.46	\$ 4,112.30
						Orientation Glass Specs Magnetic Tempered Edgework Finish Includes Accessory Kit	Horizontal 1/4" Gloss Yes Yes Flat Polish CBC-105 Site White 1 Eraser, 2 Magnets, 4 Markers			
sub							Subtotal			\$ 22,023.71
30	WORKSTATIONS		6	HON	HETP5036FP		Tackable Panel w/o TC 50H x 36W	\$ 533.00	\$ 190.36	\$ 1,142.16
					\$(A) ~ \$(P1) ~	Fabric Selection Grd A Fab Select Paint Color Select Grade 1 Paint	Grd A Fabric Undecided FABRIC Option P1 Paint Opts Undecided PAINT Option			
31	WORKSTATIONS		8	HON	HETP5042FP		Tackable Panel w/o TC 50H x 42W	\$ 598.00	\$ 213.57	\$ 1,708.56
					\$(A) ~ \$(P1) ~	Fabric Selection Grd A Fab Select Paint Color Select Grade 1 Paint	Grd A Fabric Undecided FABRIC Option P1 Paint Opts Undecided PAINT Option			
32	WORKSTATIONS		3	HON	HETP5048FP		Tackable Panel w/o TC 50H x 48W	\$ 633.00	\$ 226.07	\$ 678.21
					\$(A) ~ \$(P1) ~	Fabric Selection Grd A Fab Select Paint Color Select Grade 1 Paint	Grd A Fabric Undecided FABRIC Option P1 Paint Opts Undecided PAINT Option			
33	WORKSTATIONS		6	HON	HETC36		Panel Top Cap 36"W	\$ 89.00	\$ 31.79	\$ 190.74
					\$(P1) ~	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Undecided PAINT Option			
34	WORKSTATIONS		8	HON	HETC42		Panel Top Cap 42"W	\$ 92.00	\$ 32.86	\$ 262.88
					\$(P1) ~	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Undecided PAINT Option			
35	WORKSTATIONS		3	HON	HETC48		Panel Top Cap 48"W	\$ 100.00	\$ 35.71	\$ 107.13
					\$(P1) ~	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Undecided PAINT Option			
36	WORKSTATIONS		4	HON	HEC50PLN		50H "L" Connector Post	\$ 190.00	\$ 67.86	\$ 271.44
					\$(P1) ~	Select Paint Grade Select Grade 1 Paint	P1 Paint Opts Undecided PAINT Option			
37	WORKSTATIONS		4	HON	HEC50PTN		50H "T" Connector Post	\$ 181.00	\$ 64.64	\$ 258.56
					\$(P1) ~	Select Paint Grade Select Grade 1 Paint	P1 Paint Opts Undecided PAINT Option			
38	WORKSTATIONS		3	HON	HCKTSP		Straight Connector Kit	\$ 33.00	\$ 11.79	\$ 35.37
					X	Select Paint Color	No Option			
39	WORKSTATIONS		4	HON	HECSL		"L" Connector Strap	\$ 24.00	\$ 8.57	\$ 34.28
40	WORKSTATIONS		4	HON	HECST		"T" Connector Strap	\$ 35.00	\$ 12.50	\$ 50.00
41	WORKSTATIONS		8	HON	HEFEC50P		Panel Finished End Covers 50H	\$ 89.00	\$ 31.79	\$ 254.32
					\$(P1) ~	Select Paint Color Select Grade 1 Paint	P1 Paint Opts Undecided PAINT Option			
42	WORKSTATIONS		6	HON	HH871236		Electrical Power Harness 36W 3-1 & 2-2 Systems	\$ 301.00	\$ 107.50	\$ 645.00
43	WORKSTATIONS		1	HON	HH871242		Electrical Power Harness 42W 3-1 & 2-2 Systems	\$ 317.00	\$ 113.21	\$ 113.21
44	WORKSTATIONS		3	HON	HH871248		Electrical Power Harness 48W 3-1 & 2-2 Systems	\$ 317.00	\$ 113.21	\$ 339.63

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TIPS Contract Pricing; TIPS #240301

Item	Tag	Preview	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
45	WORKSTATIONS		6	HON	HH871501		Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$ 65.00	\$ 23.21	\$ 139.26
					~	Select Duplex Color	Undecided PAINT Option			
46	WORKSTATIONS		6	HON	HH871502		Duplex Receptacle Circuit 2 3-1 & 2-2 Systems	\$ 65.00	\$ 23.21	\$ 139.26
					~	Select Duplex Color	Undecided PAINT Option			
47	WORKSTATIONS		2	HON	HH879072		Base In-Feed Cable Base 3-1 & 2-2 Systems	\$ 336.00	\$ 120.00	\$ 240.00
48	WORKSTATIONS		3	HON	HWR2448P		Systems Rectangular Worksurface Edgeband 24D x 48W	\$ 576.00	\$ 205.71	\$ 617.13
					\$(L1STD)	Select Laminate	Grd L1 Standard Laminates			
					~	Select Grade 1 Laminate Finish	Undecided LAMINATE Option			
					~	Select Edgeband Color	Undecided EDGE Option			
					~	Select Grommet Color	Undecided GROMMET Option			
49	WORKSTATIONS		3	HON	HWR2472P		Systems Rectangular Worksurface Edgeband 24D x 72W	\$ 750.00	\$ 267.86	\$ 803.58
					\$(L1STD)	Select Laminate	Grd L1 Standard Laminates			
					~	Select Grade 1 Laminate Finish	Undecided LAMINATE Option			
					~	Select Edgeband Color	Undecided EDGE Option			
					~	Select Grommet Color	Undecided GROMMET Option			
50	WORKSTATIONS		3	HON	HCTL242		24D Cantilever One Pair	\$ 123.00	\$ 43.93	\$ 131.79
					\$(P1)	Select Paint Color	P1 Paint Opts			
					~	Select Grade 1 Paint	Undecided PAINT Option			
51	WORKSTATIONS		3	HON	HCTL241R		Right-hand Cantilever 24"D	\$ 67.00	\$ 23.93	\$ 71.79
					\$(P1)	Select Paint Color	Select P1 Paint			
					~	Select Grade 1 Paint	Undecided PAINT Option			
52	WORKSTATIONS		6	HON	HGRMTAC		4-Trac Electrical Power Hub 3" Grommet Mount	\$ 187.00	\$ 88.16	\$ 528.96
					.X	Select Grommet Color	Standard Color			
53	WORKSTATIONS		6	HON	HSPM271524BBFM		27Hx15Wx24D Mob Ped Mtl Front BBF	\$ 1,134.00	\$ 405.00	\$ 2,430.00
					.A	Select Pull Type	Arch			
					PRO	Select Pull Color	Anodized Silver			
					\$(P1)	Case Paint Grade Options	P1 Paint Opts			
					~	Select Grade 1 Paint	Undecided PAINT Option			
					\$(MATCH)	Drawer Frt Paint Grade Options	Match Case			
					.NA	Select Paint Color	Match Case			
					.L	Select Lock Option	Lock			
54	WORKSTATIONS		6	HON	HIWMM		Ignition 2 Task Mid-back, ilira back	\$ 1,004.00	\$ 502.00	\$ 3,012.00
					.Y1	Control Type	Synchro-Tilt W Seat Slider			
					.A	Select Arm Type	Height and Width Adj. Arm			
					.H	Select Caster/Glide Option	Hard Caster			
					.IC	Select Mesh Color	4-Way Charcoal			
					\$(3)	Select Upholstery	Grade 3 Uph			
					.SX	Grade 3 Fab	Moxie			
					22	Moxie	Smokestack			
					.TL	Select Lumbar	Titanium Adjustable Lumbar			
					.SB	Select Base	Standard Base			
					.TI	Select Frame Color	Titanium			
55	WORKSTATIONS		2	Clarus	FLOAT45		Magnetic Glass Board, Adj TruMount 48"H x 60"W	\$ 1,825.00	\$ 1,111.85	\$ 2,223.70
						Orientation	Horizontal			
						Glass Specs	1/4" Gloss			
						Magnetic	Yes			
						Tempered	Yes			
						Edgework	Flat Polish			
						Finish	CBC-105 Site White			
						Includes Accessory Kit	1 Eraser, 2 Magnets, 4 Markers			
sub							Subtotal			\$ 16,428.96
56	Lockers		1	ASP			50 Individual Lockers - Penco Invincible 2 HD	\$ 47,209.75	\$ 35,315.00	\$ 35,315.00
							15" x 18" x 72", 1-Tier			
							Diamond Perf Sides and Doors			
							Hat Shelf			
							Bottom Shelf			
							Hooks			
							Coat Rod			
							Numbers: 1-50			
							028 Gray			
							Hunter Green B12			
57	Warehouse Shelvina		1	ASP			28 Bays of Open Clipper Shelving	\$ 18,095.00	\$ 16,187.50	\$ 16,187.50
							18" x 48" x 84"			
							5 Shelf Unit			
58	Warehouse Shelvina		1	ASP			4 Bays of Open Clipper Shelving	\$ 2,585.00	\$ 2,312.50	\$ 2,312.50
							24" x 48" x 84"			
							5 Shelf Unit			

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TIPS Contract Pricing; TIPS #240301

Item	Tag	Preview	Qty	Mfg	Part Number	Option Group	Part Description	List	Sell	Ext Sell
59	Warehouse Shelvina		1	ASP			Pallet Rack 3 Uprights 48" x 120" 15 Uprights 48" x 144" 52 Beams 4.5" x 96" 52 Wire Decks 48" x 46" (4 Channel) 36 Anchor	\$ 39,762.00	\$ 24,852.45	\$ 24,852.45
60	Warehouse Shelvina		2	ASP			ROTABIN 44" Revolving Rotabin 20 Compartments	\$ 7,100.00	\$ 4,437.50	\$ 8,875.00
sub							Subtotal			\$ 87,542.45
61			1	Clarus	Freight		Clarus Freight Charges	\$ 0.00	\$ 627.09	\$ 627.09
62			1	HON	Tariff		Hon Tariff Surcharge	\$ 3,067.80	\$ 1,359.59	\$ 1,359.59
63			1	MOS	RDI		Furniture Delivery & Installation - INCLUDED	\$ 0.00	\$ 0.00	\$ 0.00
64			1	ASP	RDI		Shelving Delivery & Installation	\$ 0.00	\$ 17,318.39	\$ 17,318.39
65			1	TAX	Sales Tax		Bentonville Sales Tax @ 9.5%	\$ 0.00	\$ 6,170.82	\$ 6,170.82
							Grand Total			\$ 175,019.66

TIPS Contract Pricing; TIPS #240301

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH MOSER, IN THE AMOUNT OF ONE HUNDRED SEVENTY-FIVE THOUSAND NINETEEN DOLLARS AND SIXTY-SIX CENTS (\$175,019.66), FOR FURNITURE, FIXTURES, AND EQUIPMENT FOR THE PARKS MAINTENANCE BUILDING; AND FOR OTHER PURPOSES.

WHEREAS, Moser was selected through a cooperative purchasing agreement TIPS contract ID #240301;

WHEREAS, this complies with the City’s Purchasing Policy; and

WHEREAS, this is a 2026 budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Moser, in the amount of one hundred seventy-five thousand nineteen dollars and sixty-six cents (\$175,019.66), for furniture, fixtures, and equipment for the Parks Maintenance Building;

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Creek Wegner, Parks and Recreation Maintenance Manager
Date: January 13, 2026
Re: Council approval of resolution of purchase of a Terrain Cut Mower, in the amount of \$101,922.62 through Sourcewell Contract #112624-DAC.

Council approval of a bid waiver, in the amount of \$101,922.62, to purchase a John Deere 9009A TerrainCut mower through Sourcewell Contract #112624-DAC. The 2026 Budget included \$125,000 for this purchase.

The addition of the 9009A TerrainCut mower will significantly improve efficiency and turf quality across the City's sports fields. With a wider cutting width and faster mowing speeds, a single operator can mow up to 51 acres in an eight-hour day, compared to 30–45 acres with traditional zero-turn mowers. This efficiency would allow one employee to maintain all sports field turf in a few days, rather than requiring two employees a full week.

Annual mowing costs for the City's 60+ acres of sports fields currently range from \$9,000–\$11,000; with the 9009A, projected costs are reduced to approximately \$7,800. In addition to labor savings, the mower delivers a higher-quality cut through contouring blades and rollers that reduce scalping and promote healthier, better-groomed turf, lowering long-term maintenance needs.

With ongoing labor challenges and increased field use from leagues and tournaments, this purchase represents a practical, cost-effective investment that improves efficiency, reduces operating costs, and enhances field quality.

For any questions, please contact Creek Wenger at cwenger@bentonvillear.com.



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Tanya Moore, Purchasing Agent, Purchasing and Compliance Department

DATE: January 21, 2026

SUBJECT: P & K Cooperative Purchase: Parks and Recreation Department

The Purchasing and Compliance Department has reviewed the documentation provided by Parks and Recreation for the purchase of 1 (one) John Deere 9009A Terrain Cut mower from P & K Equipment under Sourcewell Contract #112624-DAC. The total cost of purchase is \$101,922.62.

Based on the review of contract documentation, pricing verification, and cooperative purchasing compliance, the Purchasing and Compliance Department confirms that the request complies with the City of Bentonville's Purchasing Policy, Section 4.6, for Cooperative Purchases Meeting or Exceeding the Council Threshold.

Please feel free to contact me with any questions.

Tanya Moore
Purchasing Agent
(479) 271-3115
Tmoore@bentonville.com

Prepared For

BENTONVILLE PARKS AND RECREATION DEPARTMENT

215 SW A ST

BENTONVILLE, AR 727125834

(479) 271-3109

SMENDENHALL@BENTONVILLEAR.COM

Prepared By

Cole Combs

P & K Equipment, Inc.

604 Eastgate Street

Stillwater, OK 74074

405-743-4050

ccombs@pkequipment.com

Quote Id 1253719

Creation Date 03-Nov-2025

Expiration Date 28-Feb-2026

Customer Notes

PRICED ACCORDING TO SOURCEWELL CONTRACT 112624-DAC

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New 2025 JOHN DEERE 9009A TerrainCut Rough Mower 1449TC-1TC9009ATSV100218	\$131,916.00	\$101,922.62	1	\$101,922.62
Equipment Total				\$101,922.62

Quote Summary

Total Selling Price	\$101,922.62
Sub-total	\$101,922.62
Balance Due	\$101,922.62

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote # 1253719
 Customer BENTONVILLE PARKS AND RECREATION DEPARTMENT

New 2025 JOHN DEERE 9009A TerrainCut Rough Mower 1449TC		QTY In Group : 1
Hours	0	Suggested List
Serial Number	1TC9009ATSV100218	\$131,916.00
Stock Number	1137599	Selling Price
PUK Parent Serial #	- - -	\$101,922.62

Equipment Summary

Description	Qty	List Price	Adjusted Selling Price
9009A TerrainCut Rough Mower	1	\$130,406.00	\$130,406.00

Base / Options

Description	Qty	List Price	Adjusted Selling Price
United StatesCanada	1	\$0.00	\$0.00
All Other Countries English Spanish	1	\$0.00	\$0.00
JDLink Modem	1	\$0.00	\$0.00
Total Base / Options		\$130,406.00	\$130,406.00

Dealer Attachments

Description	Qty	List Price	Adjusted Selling Price
BLADE, 27" MOWER	5	\$310.00	\$310.00
COOLTOP CANOPY	1	\$1,200.00	\$1,200.00
Total Dealer Attachments		\$1,510.00	\$1,510.00

Customer Discounts

Description	Discount Amount
Customer Discount	(\$29,993.38)
Total Discounts	(\$29,993.38)
Selling Price Subtotal	\$101,922.62
Total Selling Price	\$131,916.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH P&K EQUIPMENT, IN THE AMOUNT OF ONE HUNDRED ONE THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS AND SIXTY-TWO CENTS (\$101,922.62), FOR A MOWER FOR PARKS MAINTENANCE; AND FOR OTHER PURPOSES.

WHEREAS, P&K Equipment was selected through a cooperative purchasing agreement Sourcewell contract #112624-DAC;

WHEREAS, this complies with the City’s Purchasing Policy; and

WHEREAS, this is a 2026 budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with P&K Equipment, in the amount of one hundred one thousand nine hundred twenty-two dollars and sixty-two cents (\$101,922.62), for one (1) John Deere 9009A Terrain Cut mower for Parks and Recreation maintenance;

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

AGREEMENT FOR CITY OF BENTONVILLE TRANSIT SERVICES

WHEREAS, Ozark Regional Transit (ORT), is a public transit authority organized and exists pursuant to A.C.A 14-334-101 et. seq;

WHEREAS, the City of Bentonville, Arkansas (City) is a member of said authority;

WHEREAS, ORT provides public transportation to the citizens of the City;

WHEREAS, the City agrees to provide continued funding for transit services; and

WHEREAS, the funding sources for services are as follows:

Total Service Cost	\$1,897,736.00
Federal Share	\$579,409.00
City Share	\$700,327.00
ADA Para Transit Set-Aside	\$5,000.00
WFF Grant Request	\$618,000.00

WHEREAS, the City is agreeable to such.

NOW, THEREFORE, IT IS AGREED:

1. ORT will continue to provide services to the citizens of the City as has been traditionally provided in the past.
2. For the sum of \$700,327.00 from the City in conjunction with additional funding provided by the FTA, the State of Arkansas, private grants, and other ORT revenue sources, ORT will provide services as follows:
 - a. ORT will continue to provide the same level of services as it has done in 2025 beginning in the first quarter of 2026.
 - b. During the first quarter of 2026, ORT, in conjunction with the City staff, will convert the weekday ODT service to a fixed route that will serve the downtown area and areas to the north of The Bentonville Square. Throughout the calendar year, or until otherwise directed, ORT will continue to have 2 vehicles providing On-Demand transit services on Saturdays.
 - c. Before the end of the first quarter, ORT will have 5 (five) vehicles providing Fixed Route transit services and the appropriate assignment of vehicles providing the ADA Para-Transit services during the regular weekdays, within the boundaries of the attached map identified as Exhibit "A" from on/or about January 1, 2026 through December 31, 2026.
3. If the City's share of the state sales tax enacted pursuant to Amendment 91 tax generates more than the amount necessary to cover the funding agreed to, any such overage will be retained by the City. If the anticipated revenue is less than \$700,327.00 then the City shall pay the difference from other funding sources.
4. The revenue of \$700,327.00 referred to herein as the City's share shall be remitted in quarterly installments. The quarterly installments of \$175,081.75 shall be billed by ORT prior to the beginning of each quarter.

5. ORT, with input and coordination from City staff, will manage the installation and removal of bus stop locations, bus stop signage, shelter placement, and bench placement when necessary, at mutually agreed upon locations. Designs for bus stop signage, shelter placement, and bus stop benches will be presented to City staff for approval. ORT will provide and install bus shelters and benches on concrete pads provided by the City.
6. The funding line identified as the ADA Para Transit Set-Aside, will only be utilized for ADA para-transit services that fall within the new 1.75 mile barrier surrounding the fixed routes as identified in Exhibit "A" when the conversion from ODT to the new downtown fixed route is established.
7. ORT will bill the City monthly for any services required to be paid from the ADA Para Transit Set-Aside line item in arrears. The billing rate for these services will be \$57.15 per trip. Only trips performed in the area identified in Exhibit "A" as the ADA Expanded Zone(s) are subject to this additional billing.
8. ORT staff will regularly monitor this funding line and will notify the City if this funding line item diminishes or is being consumed at a rate that does not allow it to be solvent through the entirety of the 2026 calendar year.
9. The term of this Agreement shall be from January 1, 2026, through December 31, 2026; however, said Agreement may be terminated by either party upon sixty (60) days written notice.
10. ORT agrees to provide professionally qualified staff to carry out the terms of this Agreement, understanding and acknowledging that the financial support offered by the City provides for the implementation of this Agreement.
11. ORT shall make monthly reports to the City and furnish all information requested by the City.
12. ORT will continue to develop a City specific marketing plan throughout the year, allowing input from City staff and coordination on the implementation of marketing materials or programs. The marketing plan will be designed to promote outreach and increase awareness of ORT's routes and services to Bentonville residents and will include ridership growth benchmarks and measures to increase ridership. ORT agrees to devote substantial time, interests, and energies to promote ridership on the City's routes.
13. ORT shall make, in person, quarterly reports to the Bentonville City Council Finance Committee which include, but are not limited to, marketing and technology updates.
14. During the first quarter, ORT will work with City staff to develop and implement a new fixed route in lieu of the On Demand Transit service during the weekdays. This new fixed route will connect to the

existing routes and serve areas north of 8th Street, The Bentonville Square, and Crystal Bridges. At this time, ORT will extend the ADA Para Transit zone from $\frac{3}{4}$ mile to 1 and $\frac{3}{4}$ mile. The goal of this redevelopment will be completed and implemented no later than March 15, 2026. All modifications to the existing model of transit options will be net-zero to the budget.

15. Throughout the duration of this Agreement, ORT pledges to continuously work towards ease of public use for its technology.
16. In the event of a performance failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Agreement, the City may withhold sums otherwise due to ORT that are specifically for the service that was not performed in accordance with the Agreement, until the correction of the performance failure is confirmed to the satisfaction of the City. In the event ORT fails to correct the performance failure within forty-eight (48) hours of being notified, or if ORT fails to correct the performance failure in a manner which bring the service into specification as approved by the City's contact, the City reserves the right to cancel the Agreement immediately.
17. ORT represents that it shall, at its sole cost and expense, comply with all applicable municipal, county, state, and federal requirements now in force pertaining to any and all activities contemplated under this Agreement.
18. The parties agree that this Agreement shall be construed under Arkansas law with proper jurisdiction and venue for any cause of action arising from this Agreement vesting in the Circuit Court of Benton County, Arkansas.
19. ORT acknowledges that the expenditure of government funds for governmental purpose is a matter of public interest and subject to the disclosure under the Arkansas Freedom of Information Act (FOIA) Ark. Code Ann. §25-19-101, et seq. City contracts and documents prepared while performing City contractual work are subject to the FOIA. If a FOIA request is presented to the City, ORT will do everything possible to provide the documents in a prompt and timely manner. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
20. Without the City's prior consent, ORT's duties under this Agreement are not assignable by ORT, either in whole or in part.
21. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision of this agreement shall not affect the other provisions.
22. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

23. Changes, modifications, or amendments in scope, price, or other deliverables pursuant to this Agreement shall not be allowed without a prior formal contractual amendment approved by the City in advance of the change in scope, price, or deliverable. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach of obligation of the other party, under this Agreement, shall constitute a waiver of any other prior or subsequent breach or obligation.

24. This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representation, or warranties with respect to the subject matter of this Agreement other than those expressly provided herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the _____ day of _____, 20__

Ozark Regional Transit

City of Bentonville, Arkansas

By: _____

By: _____

Joel Gardner

Stephanie Orman

Executive Director

Mayor, City of Bentonville, Arkansas

Ozark Regional Transit

ROGERS

INTERSTATE 49

BENTONVILLE

- Route 14
- Route 15
- Route 16
- Route 17
- Route BRC
- Expanded ADA Zone
- I49
- Streets & Landmarks
- ODT Zone

EXPANDED ADA ZONE

INTERSTATE 49

ODT ZONE

ODT ZONE

EXPANDED ADA ZONE

ODT ZONE

ODT ZONE

EXPANDED ADA ZONE

ROGERS

BENTONVILLE

Exhibit A

INTERSTATE 49

2000 ft



ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF TRANSIT SERVICE WITHIN THE CITY OF BENTONVILLE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED SEVEN HUNDRED THOUSAND THREE HUNDRED TWENTY-SEVEN DOLLARS (\$700,327.00), WITH OZARK REGIONAL TRANSIT FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Transportation Department wishes to enter into an agreement with Ozark Regional Transit for public transit services within the City of Bentonville;

WHEREAS, Ozark Regional Transit is the sole provider for such service in the area and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Ozark Regional Transit for the public transit service within the City of Bentonville, in an amount not to exceed seven hundred thousand three hundred twenty-seven dollars (\$700,327.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of public transit services for the Bentonville Transportation Department;

Section 4 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$	
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



Sarah Huckabee Sanders
Governor

ARKANSAS DEPARTMENT OF AGRICULTURE

1 Natural Resources Drive, Little Rock, AR 72205
agriculture.arkansas.gov
(501) 225-1598



Wes Ward
Secretary of Agriculture

SENT VIA USPS MAIL AND EMAIL TO: pnewbill@bentonvillear.com ONLY

December 29, 2025

Mr. Preston Newbill
Water Utilities Deputy Director, City of Bentonville
1000 Southwest 14th Street
Bentonville, Arkansas 72712

RE: Approval of Financial Assistance, Project 25-023, Loans 02749-DW-L & 02750-DW-F

Director Newbill:

At its meeting on November 19, 2025, the Arkansas Natural Resources Commission approved your request for financial assistance for the City of Bentonville, in the form of a loan in the amount of up to \$8,733,449.00, and a loan with principal forgiveness in the amount of up to \$887,911.00, from the Drinking Water State Revolving Fund. These funds are to be used for the 48" Supply Water Transmission project as detailed in your funding application. This project number is 25-023, and the loan number is 02710-CW-L and 02711-CW-F.

These funds are considered federal funds (Drinking Water State Revolving Fund CFDA # 66.468), and this is an equivalency project. The Applicant must follow programmatic and federal requirements including but not limited to Build America, Buy America (BABA), American Iron and Steel (AIS), National Environmental Protection Act (NEPA), Davis Bacon Prevailing Wage Rates, and 2 CFR 200.

The Director will set the combined annual borrower rate and loan terms at the time of loan closing. The anticipated term for your funding is 20 years with a combined rate of 4% per annum. Your loan terms are contingent on full loan closing including first disbursement of funds on or before January 31, 2027. In the event this does not occur, the combined rate will be determined based on current available program rates at the time of closing.

If you accept the funding offer and would like to move forward with the proposed project, please sign and return the attached funding acceptance form. The acceptance certification included must be returned to Bob Hunt by January 31, 2026, to accept the above-mentioned loan. If you fail to accept the proposed funding prior to January 31, 2026, your financial assistance will be considered declined, and you will have to reapply for funding.

Sincerely,



Chris Colclasure
Director
Natural Resource Division

CC:bh

cc via email only: Brent Hauer, P.E., Project Manager, Freese and Nichols, Inc.,
Brent.Hauser@freese.com

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS DEPARTMENT OF AGRICULTURE FOR A LOAN IN THE AMOUNT OF UP TO EIGHT MILLION SEVEN-HUNDRED THIRTY-THREE THOUSAND FOUR-HUNDRED FORTY-NINE DOLLARS (\$8,733,449.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Water Department would like to enter into a loan agreement with the Arkansas Department of Agriculture with the funds to be used for the 48” supply water transmission project or Water Master Plan Project 1.

WHEREAS, this loan has principal forgiveness in the amount of up to Eight-Hundred Eighty-Seven Thousand Nine-Hundred Eleven Dollars (\$887,911.00) from the Drinking Water State Revolving Loan Fund.

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with the Arkansas Department of Agriculture for a loan of up to Eight Million Seven-Hundred Thirty-Three Thousand Four-Hundred Forty-Nine Dollars (\$8,733,449.00).

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. ~~2-13-24A 2-12-19E~~; AMENDING THE PROCEDURES WITH REGARD TO MEETINGS; AND FOR OTHER PURPOSES

WHEREAS, the Bentonville City Council approved Resolution No. ~~2-13-24A 2-12-19E~~ Regarding the Establishment of Procedures with Regard to Meetings – 2019; and

WHEREAS, the City Council has determined it would be appropriate to amend and set forth desired procedures with respect to meetings.

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

Sec. 1. Committee of the Whole Meetings is amended as follows:

- A. The Council shall meet as a Committee of the Whole at approximately 6:00 p.m. on the second and fourth Tuesday of each month, in which there is a scheduled City Council meeting. ~~six dates dispersed throughout the year, as scheduled by the Mayor after consultation with the council.~~ These meetings shall be to allow the Council to meet and informally discuss matters related to the governing of the City. These meetings may also include opportunities to visit and receive education concerning current or planned city facilities. The City Council may also propose a Consent Agenda for the same evening's City Council meeting.
- B. The Council may meet from time to time as a Committee of the Whole as called by the Mayor or majority vote of the of the Council to discuss specific matters related to the governing of the City.
- C. If the Mayor determines that a previously scheduled Committee of the Whole meeting is not necessary, the Mayor should state such to the Council and thereafter, the Council may cancel such meeting by a majority vote of the whole Council.

Sec. 2. Council Meetings is amended as follows:

- A. Council meetings shall begin immediately following the closing of the same evening's Committee of the Whole meeting at approximately 6:00 p.m. on the second and fourth Tuesdays of each month. ~~and shall generally have the following agenda. If no Committee of the Whole is held, then Council meetings shall begin at approximately 6:00 pm on the second and fourth Tuesdays of each month. The Council Meeting shall generally have the following agenda:~~
 1. Council Questions/Discussion concerning the Business Meeting
 2. Call Meeting to Order
 3. Pledge of Allegiance and Moment of Silence

4. Roll Call
5. Consideration of the Minutes
6. Consideration of the City's Business – Public Comment with Agenda Item
7. Other Business/Announcement/Comments
8. Adjournment
9. Public Comments concerning matters of City-related business

B. Meeting Agenda

1. The Mayor shall place items on the agenda concerning the City's business such as to promote the orderly administration of the City. Items proposed by City Council members may be added to future agendas by a majority vote of the City Council members present at a council meeting. Should such an item be brought forward with a vote to place the item on a future council meeting, the proposing Council member may work with the City Attorney to draft the proposal for a future agenda. Submission of the draft proposal shall comply with standards and procedures utilized by City staff.
2. Material that is to be referenced, cited, or considered at the City Council meeting regarding any Business Item, including presentations, notes or comments of Council members, or otherwise, may be submitted at least five (5) days in advance of the meeting and included in the Meeting Agenda

C. Public Comments

1. Limited Purpose Public Forum – The Council shall hear public comments only concerning items on that night's agenda prior to adjournment. After the meeting is adjourned, the Council shall hear public comments concerning any item of City-related business. Any interested party is invited to make comments on matters included in that night's agenda prior to adjournment, but the comment period after the meeting is adjourned is limited to residents of the City of Bentonville or to individuals who work or conduct business in the City of Bentonville. An accurate and proper residential or work address is required at sign-in.
2. ~~The Council shall hear comments for up to thirty minutes during each Council meeting and for up to thirty minutes after each Council meeting. For both public comments concerning agenda items and non-agenda items, Each speaker shall be limited to a total of three minutes. No speaker shall speak twice on the same subject at a single meeting. At the City Council's discretion, but not before thirty total minutes, any Councilmember may propose and by a majority vote the Council can cease Public Comment period for the evening.~~
3. Speakers will be courteous in their language and presentation.
4. A person wishing to make a public comment shall sign up in advance providing their name, residential or work address, and the subject they plan to address in their comment. The sign-up sheet will be available for approximately twenty minutes before the meeting and an announcement will be made shortly before public comments begin at the beginning of the meeting to remind those wishing to make

comments that they need to sign up to do so. A sign-in is also available online or via QR code to be provided by the City prior to the meeting. Individuals must sign in with their own name and residential or work address. Any individual found to sign anyone else in or to have been signed in by another individual, will forfeit both of their times.

5. Those wishing to comment will be called in the order in which they have signed up.
6. Those making public comments shall do so from the podium.
7. Public comments shall be made to the Council as a whole.
8. Public comments are just that and a speaker's time is not to be used to attempt to ask questions of the Council, the Mayor, or other persons associated with City government.
9. Speakers should not expect an immediate response to their comments and Council members should not ask questions of those making public comments without seeking permission from the Chair.
10. Those wishing to comment concerning an item for which a public hearing will be held during the business portion of the meeting should do so when the public hearing is opened rather than doing so during the public comment period.
- ~~10.~~ A representative for any agenda item, any member of the City Staff, or relevant consultants, may be called to the podium by any member of the City Council. This time is not included as a Public Comment. Once the City Council is satisfied with the answers to any inquiries, the individual will be dismissed at the sole discretion of the majority of the City Council.
11. The City Council, by a majority vote, may modify or suspend the rules set forth in Sec. 2(C) on a meeting-by-meeting basis.

PASSED AND APPROVED, this ___ day of _____, 2024.

Stephanie Orman, Mayor

ATTEST:

~~Kirby Romines~~ Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	NW Arkansas Winwater	Win Lead times	Consolidated Pipe	CP Lead times	Core and Main	C/M lead times	Ferguson	Ferg Lead times
1	20	FT	4614	48" Ductile Iron CL350 Gauged pipe, full 20' joint within 2' of the bell shall have an O.D. of 50.8"	\$871.00	stock	\$930.34	5-7 weeks	\$1,423.56	12-14 weeks	\$1,238.50	12-14 weeks
2	4	EA	4615	48" MJ BOLT PACK MJ GASKET/BOLT AND NUTS bolt length needs to accommodate a C110 full Body fitting, 8.5" from bottom of t-head to end of threads.	\$850.00	9-10 weeks	\$470.00	4-6 weeks	\$373.40	15-18 weeks	\$375.50	12-14 weeks
3	4	EA	4616	48" DUCTILE MEGALUGS 1148DEC RESTRAINTS	\$1,950.00	10-12 weeks	\$3,135.00	8-10 weeks	\$3,642.32	4-6 weeks	\$4,275.00	12-14 weeks
4	1	EA	4617	48" L301 BELL ADAPTER X MJS DIAPERS/GASKETS INCLUDED	\$10,450.00	7-8 weeks	\$9,800.00	7-8 weeks	\$11,384.32	4 weeks	\$12,691.00	12-14 weeks
5	1	EA	4618	48" L301 SPIGOT X MJS DIAPERS/GASKETS INCLUDED	\$11,000.00	7-8 weeks	\$9,800.00	7-8 weeks	\$11,284.95	4 weeks	\$12,691.00	12-14 weeks
6	2	EA	4619	48" Long sleeve epoxy coated fitting C110 full body with an ID of 50.97" accommodating 48" pipe OD 50.8"	\$21,248.00	4-6 weeks	\$25,816.00	8-10 weeks	\$29,756.23	20-23 weeks	\$31,990.00	12-14 weeks

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH NW ARKANSAS WINWATER AND CONSOLIDATED PIPE IN A TOTAL AMOUNT OF EIGHTY-NINE THOUSAND ONE-HUNDRED NINETY-SIX DOLLARS (\$89,196.00) FOR WATER MAIN REPAIR MATERIALS; AND FOR OTHER PURPOSES.

WHEREAS, NW Arkansas Winwater and Consolidated Pipe are the lowest bidders for IFB-25-84;

WHEREAS, this contract is for the purchase of Water Main Repair Materials.

WHEREAS, No budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with NW Arkansas Winwater and Consolidated Pipe in a total amount of Eighty-Nine Thousand One-Hundred Ninety-Six Dollars (\$89,196.00) for the purchase of water main repair materials.

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



PROJECT MANAGEMENT SOFTWARE 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 Procore Technologies, Inc., hereinafter referred to as “PROVIDER” (collectively, the “PARTIES”).

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

RECITALS:

- A. WHEREAS, the CITY desires to furnish a comprehensive Project Management solution for the City of Bentonville, Arkansas;
- B. WHEREAS, the PROVIDER is duly qualified and experienced in the implementation and integration of Project Management Software, and has agreed to provide such services to the CITY;
- C. WHEREAS, The CITY has awarded the 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 Project Management Software (AMS) Services;
- E. WHEREAS, The PROVIDER has the skill, experience, ability, background, certifications, and knowledge to provide these services; and
- F. WHEREAS, The PROVIDER wishes to perform such Project Management Software (AMS) Services under this AGREEMENT with the CITY.

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

APPENDIX A

Service Provider's Master Service Agreement (MSA)



6309 Carpinteria Avenue
Carpinteria, CA 93013
(866) 477-6267

PROPOSED BY:
Joe O'Neill
joseph.oneill@procore.com

Order Form	
Customer Name	City of Bentonville
Quote Number	Q-204585
Generated By	Joe O'Neill

Subscription Info	
Subscription Type	Quote
Start Date	February 2, 2026
End Date	February 1, 2029
Full Subscription Term	36
Billing Frequency	Annual
Payment Terms	Net 30
Auto Renewal	No
PO #	
Tax Exempt	Pending Verification
VAT ID	
Currency	USD
Offer Valid Through	February 1, 2026

BILL TO: Beau Thompson bwucapital@bentonvillear.com 479-271-3140 City of Bentonville 1000 SW 14th St, Bentonville, AR 72712, United States
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SHIP TO: Beau Thompson bwucapital@bentonvillear.com 479-271-3140 City of Bentonville 1000 SW 14th St, BENTONVILLE, AR 72712, United States
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Year 1 Subscription				
Product Name	Unit of Measure	Qty	Subscription Term	Annual Fees
Project Financials Tools: Budget, Change Events, Change Orders, Commitments, Direct Costs, Maps, Prime Contract, Project Status Snapshots	ACV(MM)	100	February 2, 2026 - February 1, 2027	\$28,364.61
Invoice Management Tools: Invoicing, Maps	ACV(MM)	100	February 2, 2026 - February 1, 2027	\$15,480.06
Estimating Tools: Bid Board, Cost Catalog, Drawings, Estimating, Maps	ACV(MM)	100	February 2, 2026 - February 1, 2027	\$14,627.34
Procore Analytics (2.0) Tools: Cost Management, Maps, Procore Analytics, Project Execution, Resource Management	ACV(MM)	100	February 2, 2026 - February 1, 2027	\$15,830.08
Quality & Safety Tools: Action Plans, Daily Log, Forms, Incidents, Inspections, Maps, Observations, Photos, Schedule	ACV(MM)	100	February 2, 2026 - February 1, 2027	\$22,174.07
Project Management Pro Tools: Copilot, Correspondence, Daily Log, Drawings, Emails, Equipment Register, Maps, Meetings, Photos, Punch List, RFI, Schedule, Specifications, Submittals, Timecard, Transmittals	ACV(MM)	100	February 2, 2026 - February 1, 2027	\$57,513.44
Subtotal				\$153,989.60

Year 2 Subscription				
Product Name	Unit of Measure	Qty	Subscription Term	Annual Fees
Project Financials Tools: Budget, Change Events, Change Orders, Commitments, Direct Costs, Maps, Prime Contract, Project Status Snapshots	ACV(MM)	100	February 2, 2027 - February 1, 2028	\$28,364.61
Invoice Management Tools: Invoicing, Maps	ACV(MM)	100	February 2, 2027 - February 1, 2028	\$15,480.06
Estimating Tools: Bid Board, Cost Catalog, Drawings, Estimating, Maps	ACV(MM)	100	February 2, 2027 - February 1, 2028	\$14,627.34
Procore Analytics (2.0) Tools: Cost Management, Maps, Procore Analytics, Project Execution, Resource Management	ACV(MM)	100	February 2, 2027 - February 1, 2028	\$15,830.08
Quality & Safety Tools: Action Plans, Daily Log, Forms, Incidents, Inspections, Maps, Observations, Photos, Schedule	ACV(MM)	100	February 2, 2027 - February 1, 2028	\$22,174.07
Project Management Pro Tools: Copilot, Correspondence, Daily Log, Drawings, Emails, Equipment Register, Maps, Meetings, Photos, Punch List, RFI, Schedule, Specifications, Submittals, Timecard, Transmittals	ACV(MM)	100	February 2, 2027 - February 1, 2028	\$57,513.44
Subtotal				\$153,989.60

Year 3 Subscription				
Product Name	Unit of Measure	Qty	Subscription Term	Annual Fees
Project Financials Tools: Budget, Change Events, Change Orders, Commitments, Direct Costs, Maps, Prime Contract, Project Status Snapshots	ACV(MM)	100	February 2, 2028 - February 1, 2029	\$28,364.61
Invoice Management Tools: Invoicing, Maps	ACV(MM)	100	February 2, 2028 - February 1, 2029	\$15,480.06
Estimating Tools: Bid Board, Cost Catalog, Drawings, Estimating, Maps	ACV(MM)	100	February 2, 2028 - February 1, 2029	\$14,627.34
Procore Analytics (2.0) Tools: Cost Management, Maps, Procore Analytics, Project Execution, Resource Management	ACV(MM)	100	February 2, 2028 - February 1, 2029	\$15,830.08
Quality & Safety Tools: Action Plans, Daily Log, Forms, Incidents, Inspections, Maps, Observations, Photos, Schedule	ACV(MM)	100	February 2, 2028 - February 1, 2029	\$22,174.07
Project Management Pro Tools: Copilot, Correspondence, Daily Log, Drawings, Emails, Equipment Register, Maps, Meetings, Photos, Punch List, RFI, Schedule, Specifications, Submittals, Timecard, Transmittals	ACV(MM)	100	February 2, 2028 - February 1, 2029	\$57,513.44
Subtotal				\$153,989.60

One Time Fees			
Product Name	Unit of Measure	Qty	Fees
Statement of Work - Professional Services Description: Requires custom SOW.	Each	1	\$49,250.00
Subtotal			\$49,250.00

Total Fees	
One Time Fees:	\$49,250.00
Subscription Fees:	\$461,968.80
Total Fees:	\$511,218.80

TERMS AND CONDITIONS

The prices shown above have been rounded to two decimal places for display purposes. Prices quoted do not include taxes. One-time promotional pricing, when applicable on the Order, will expire at the end of the Subscription Term.

The following are the Usage Metrics for the Services in accordance with the Unit of Measure listed in the Product Table above. If Customer's usage exceeds the quantity listed within the Product Table above, then Customer will be subject to additional Fees:

Annual Construction Volume ("ACV") means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during each 12-month period identified on this Order.

In addition to the tools listed above, all Procore clients have access to the following core tools: directory, documents, reports, and task, except for those clients who have purchased only Capital Planning and/or Portfolio Financials.

This Order Form is incorporated by reference into the AWS Private Offer to which it is attached. Acceptance of the AWS Private Offer also constitutes acceptance of the terms and conditions of this Order Form. The parties agree the terms and conditions of this Order Form are enforceable regardless of whether signatures have been provided on the Order Form itself.

Notwithstanding the foregoing, unless Procore and Customer have entered into a separate written agreement for the use of the Services, including one for the processing of Customer Data, which are attached to this Order Form, this Order Form is governed by the terms of the Procore Subscription and Services Agreement (For U.S. Public Sector Government Customers Only)(hereinafter, the "SSA"), and Data Processing Addendum ("DPA") found at <https://www.procore.com/legal/dpa>. To the extent this Order includes products governed by any service-specific terms found at <https://procore.com/legal/pay-solution-terms> ("Service-Specific Terms"), such Service-Specific Terms also apply.

This Order Form, the SSA, DPA, and Service Terms (if applicable) constitute the entire agreement between Procore and Customer, superseding any other terms including, but not limited to, the terms of any Customer purchase order and any prior agreements between the Parties regarding Customer's purchase of services from Procore.

Each Party represents that it has the authority to enter into this Order.

To view details of services purchased, please visit this [page](#).

Customer will have the Full Subscription Term to consume the total construction volume purchased, regardless of Annual Construction Volume, so long as the total construction volume cap is not exceeded.

Customer may increase the Annual Construction Volume for the Product(s) specified on this Order during the Full Subscription Term in blocks of \$5.00 million at a rate of 0% above the then-current basis points rate (Annual Fees / Annual Construction Volume) specified in this Order. Customer must provide written notice to Procore and execute a Procore Order purchasing such additional Annual Construction Volume no later than two (2) months prior to the Subscription End Date. This pricing does not apply to Overages.

Fees and Billing for Professional Services will be set forth in the applicable Statement of Work.

City of Bentonville ("Customer")

Signature:

Name:

Title:

Date:

Procore Technologies, Inc. ("Procore")

Signature:

Name:

Title:

Date:

PROCORE

STATEMENT OF WORK



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DOCUMENT INFORMATION:

Date: August 19, 2025

Procore Technologies, Inc., (Procore) a Delaware corporation, having its principal place of business at 6309 Carpinteria Avenue Carpinteria, CA 93013, is pleased to present this Statement of Work (“SOW”) for Procore Customer:

City of Bentonville (Customer) having its address at 305 SW A Street, Bentonville, AR 72712

PROJECT OVERVIEW

Objective

Procore Professional Services will provide advice and support to Customer as they implement the Procore cloud-based SaaS construction management system. Procore Professional Services will meet regularly with Customer to consult and advise on design, configuration, and deployment of the system. Procore will also support on-demand consulting assistance upon customer request as described below.

SCOPE OF WORK

Services to be Provided

1. Project Management Services
 - a. Coordinate, plan, and manage the execution of all services contained within this SOW
 - b. Monitor SOW services usage and manage changes to scope related to available hours and jointly (Customer/Procore) defined scheduled milestones
 - c. Provide recurring project status updates
 - d. Monitor the health of the project
 - e. Identify and communicate project risk
 - f. Manage implementation success criteria

2. Consulting Services
 - a. Conduct stakeholder workshop(s) to confirm Customer’s business outcomes, processes, and strategy
 - b. Advise on recommended Procore processes per Customer’s goals, products, and requirements
 - c. Provide guidance on best practices, configuration settings, and permissions based on Customer’s desired business processes and outcomes
 - d. Lead Q&A with Customer’s Procore Committee (defined below) or individual project teams
 - e. Coordinate, plan, and research in support process or project requirements
 - f. Review and Advise on initial SOPs. Initial SOPs will include the following:
 - i. Identification of stakeholders
 - ii. Proposed workflows
 - g. Analyze Customer usage of the Procore system to influence and/or refine SOP creation
 - h. The fifteen (15) hours are a fixed allocation for the SOP Review and Advise services. The Customer understands and agrees that this time may not be sufficient to complete all of the

specified deliverables. Additional hours required to complete the specified deliverables or to address new requests can be purchased via a separate, agreed-upon contract. This engagement concludes once the fifteen (15) hour allocation has been utilized, regardless of project completion status.

3. Virtual Training Services

- a. Customize agendas based on Customer's desired training format, audience, process, and tool priorities
- b. Lead virtual end-user training sessions on Customer's Procore configuration, business process(es), and standard operating procedures
- c. Conduct interactive training sessions for each Customer user group
- d. Demonstrate how to execute processes within the Procore system, such as:
 - i. Assign a Punch List Item
 - ii. Submit a Daily Report
 - iii. Create a Change Order
 - iv. Approve an Invoice
- e. Address user questions and clarify system navigation challenges
- f. Identify and address user concerns or confusion during sessions
- g. Collect participant feedback on training effectiveness through end-user surveys and/or informal discussions

4. Analytics Services

- a. Load the source database model to support the reporting and analytics needs of the Customer
- b. Conduct up to one (1) train-the-trainer session regarding Analytics 2.0 functionality
- c. Review turn-key report creation
- d. Configure and/or customize Power BI reports leveraging Procore data
- e. Report on user-access best practices
- f. Aid in the planning of future or additional custom reporting modules
- g. Conduct deep dives into Procore Analytics

Procore Tool(s) within Scope

Although Customer will have access to all products noted in the Order Form, only the below tools are considered within scope for the implementation:

- Project Management Pro
- Quality & Safety
- Estimating
- Invoice Management
- Project Financials
- Analytics 2.0

Implementation Methodology

Implementation will be structured in distinct phases, organized by tool groupings. Each phase encompasses the relevant activities/initiatives necessary for the deployment of the respective product line. Initiatives are typically two to three weeks in duration and focus on a specific Procore tool and/or Customer process. Initiatives follow a general structure:

1. Current process review
2. Procore tool functionality review and alignment which includes:
 - a. Tool configuration, including but not limited to review of custom field and/or fieldset generation, template configuration, and data population
 - b. Permission review to ensure internal and external stakeholders are able to access relevant project and project tools based on desired SOPs
 - c. Standard Operating Procedure (SOP) development informed by key decisions made by Customer's Procore Committee during tool consultation sessions
3. Out-of-the-box Integration identification (if necessary)
4. Procore Committee acceptance testing of new Standard Operating Procedures within Procore project tools
5. Configuration finalization
6. Go-Live of configured tool(s) on pilot projects
7. Grooming sessions to address near future business outcomes that will be prioritized within the next initiative and/or phase

Once key initiatives are conducted for all Procore tools within scope, the project will proceed to the rollout and optimization phases.

Exclusions

The following are considered out of scope for this SOW, unless explicitly stated:

1. Integration with third-party applications, tools, or systems not specifically outlined
2. Data Migration including data cleaning and data mapping
3. Onsite implementation, support, training, and/or consultation
4. Change management activities, including organization transition
5. Any project documentation not listed under Included Project Documentation
6. User Acceptance Testing
7. System administration
8. System configuration
9. SOP Creation and Documentation
10. Integrations
11. Custom Solutions
12. Data Migration Services
13. Training Center Services

Assumptions

1. The Customer will be responsible for loading all data into the Procore system via the Procore user interface or Procore Imports tool
2. All Services will be delivered in English
3. Procore may use and document software workarounds such as manual approval, unique and specific software interfaces, or other mutually agreed upon workarounds. For the avoidance of doubt, Procore maintains the right to reuse any Integration-related processes and logic for future integration services delivered to other Procore customers.
4. In order to best support customers, Remote Administration Services are delivered by Procore using resources located throughout the world. Customer acknowledges and agrees that Procore may transfer and process Customer Data to and in the United States and anywhere else in the world where Procore, its affiliates, or its subprocessors maintain data processing operations.

Included Project Documentation

The following are considered in scope for this SOW:

1. Implementation Project Plan
2. Project Schedule
3. Risks, Actions, Issues, and Decisions (RAID) Log
4. Project Progress Dashboard
5. Rollout Planning Guide
6. Virtual End User Training Agenda and Recording

PROJECT FEES

Service	Hourly Rate (USD)	Hours	Fee in USD
Project Management	\$200.00	80	\$16,000
Consulting	\$275.00	80	\$22,000
Virtual Training	\$275.00	15	\$4,125
Analytics	\$200.00	15	\$3,000
Standard Operating Procedure Review and Advice	\$275.00	15	\$4,125
TOTAL		205	\$49,250

The above breakdown(s) of cost allocation represents Procore's best estimate of resource effort per service type. This breakdown may be revised by Customer and Procore's mutual agreement should service needs change during the course of the project.

Unless mutually agreed upon in writing, all services within this SOW will be delivered within typical business hours for the designated Procore Project Manager. For purposes of clarity, typical business hours are exclusive of holidays recognized where the assigned Project Manager is located.

Customer's expected project timeline is twelve (12) months from the project alignment call and/or mutually agreed upon project start date (the "Project Start Date"). The Project Start Date shall be no more than thirty (30) days from the Service Start Date. Services shall remain valid between Service Start Date and Service End Date specified in the Order Form, or for twelve (12) months from the Service Start Date, whichever occurs first.

PRICING AND PAYMENT TERMS

Work performed against this statement-of-work (SOW) will be conducted via a fee of **\$49,250 for up to 205 hours** and is due as defined in the order form. All fees are in USD.

LEGAL TERMS AND CONDITIONS

This SOW is also governed by the Procore Subscription and Services Agreement (“Agreement”), as well as the Procore Data Protection Addendum (“DPA”), as executed by Customer. In addition, purchase and use of the Configuration Services described herein are governed by this SOW, Agreement, the DPA, and the Supplemental Terms for Configuration and Data Population Services found at <https://www.procore.com/legal/configuration-services-supplemental-terms>. Customer acknowledges and agrees that Procore may transfer and process data to and in the United States and anywhere else in the world where Procore, its Affiliates, or its Subprocessors maintain data processing operations. Subject to the terms of the DPA, Procore may appoint additional Subprocessors as described in this SOW beyond those Subprocessors designated in the DPA if required to provide the services described herein.

Intellectual Property

Any and all intellectual property and/or technology (“IP”) that is created in connection with this SOW by Procore shall be deemed “Services” as defined in the Agreement and owned solely by Procore. Procore hereby grants Customer the non-exclusive right to use any custom report, and dashboard structures solely for its internal business purposes during the term of the Agreement. Procore hereby grants Customer the non-exclusive right to use any custom forms, tools and workflows solely for its internal business purposes during the term of the Agreement.

APPENDIX A - Roles and Responsibilities

Procore Roles

1. Project Manager (“PM”)
 - a. Oversees the project, coordinates resources, and ensures timely delivery of project deliverables
2. Business Consultants (also referred to as “Strategic Product Consultants” or “SPCs”)
 - a. Provide consultation and training. Responsible for the delivery of Consulting Services, Virtual Training Services, Configuration Services, and SOP Creation Services.
3. Technical Consultants
 - a. Analytics Implementation Specialist(s)
 - i. Set up and connect the Procore Analytics product.
 - ii. Manage the development of customized Analytics reports and/or dashboards

Customer Roles

1. Executive Sponsor
 - a. Attend implementation Planning meetings and Implementation Progress meetings
 - b. Provide internal communication on software selection decision, rollout strategy, and timelines.
 - c. Act as escalation point for outstanding implementation decisions.
2. Implementation Specialist(s)
 - a. Coordinate the implementation schedule with the Procore Project Manager.
 - b. Track progress and completion of implementation and rollout tasks alongside Procore Project Manager.
 - c. Attend all implementation-related meetings and assist in the coordination with the Customer Procore Committee for these meetings.
 - d. Act as the main points of contact for training questions from internal employees and will be responsible for escalating issues to Procore, if needed.
 - e. Participate in standardizing Customer’s Procore operating procedures and maintain any associated documentation.
 - f. Manage ongoing rollout of Procore to Customer projects.

- g. Make appropriate personnel available to assist Procore in the timely performance of its responsibilities.
 - h. Provide access for the approved Procore administrators to engage Customer's Procore account as a "Company Admin" role.
 - i. Provide written instructions to Procore personnel for any Procore Remote Admin Services ("RAS") to be conducted.
 - j. Obtain and provide applicable information, data, consents, or decisions within the Customer's organization in a timely manner as required by Procore to perform the Services.
 - k. Make the accurate data, materials, and resources available in a timely manner for the execution of the Services.
 - l. Limit the access to Customer systems, Customer information contained in such systems, and Customer's service providers to only that which is necessary for performance of the Services, provided that in no event will Procore will incur any liability with respect to its access to such systems, providers, or data.
 - m. Be responsible for providing timely responses to any needed clarifications on the scope of work to be delivered.
 - n. Review and approve all configuration changes and data entered by Procore personnel in Customer's account; in no event will Procore be responsible for approved configuration changes and data entered at the direction of Customer.
3. Power User(s)
- a. Participate in first projects selected for use in Procore.
 - b. Provide feedback and insight into current project operating procedures and future Procore standard operating procedures.
 - c. Function as a Subject Matter Expert ("SME") for their project team(s), region(s), and role.

Customer Requirements and Dependencies

The Customer is an active participant in the implementation for the duration of the process in order to facilitate the delivery of the Services in this SOW. Customer personnel must be available as needed to complete the outlined responsibilities above. If Customer resources are not available as needed, or there are organizational changes, it will negatively impact the delivery of services included in this SOW. The Customer resource time commitment will vary based on the complexity of the requirements and desired timeline.

Timeline noted in this SOW is for Customer's convenience and is subject to change as the project progresses. The project is a joint effort between Procore and Customer, provided by Procore in accordance with the hours set out in the Project Fees section below. The timeline is contingent on Customer's cooperation and commitments as set out in this SOW. Procore does not guarantee that Procore tools will be fit for Customer's particular purpose. Time is not of the essence for any time, date, or period specified in this SOW. All times, dates, or periods set out in this SOW, are estimates only and contingent upon the Customer meeting all of its obligations under this SOW and the Agreement (including but not limited to any payment obligations).

APPENDIX B - Change Orders to the SOW

Any changes to this SOW shall be made by execution of a Change Order. Change(s) to this SOW will not be effective unless such Change Order is executed by Customer.

In the event either party desires to change this SOW, the following procedures shall apply:

1. The party requesting the change will deliver a Change Order to the other party. The Change Order will describe the nature of the change and the effect the change will have on the SOW.

2. A Change Order may be initiated by either Customer or Procore for any changes to this SOW. If both parties agree to implement the Change Order, both parties will sign the Change Order, indicating the acceptance of changes by the parties.

Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in the original SOW, or previous fully executed Change Orders, the terms and conditions of the most recent fully executed Change Order shall prevail.



PROCORE SUBSCRIPTION AND SERVICES AGREEMENT
(FOR U.S. PUBLIC SECTOR GOVERNMENT CUSTOMERS ONLY)

This Subscription and Services Agreement, including any Orders and SOWs, (“**Agreement**”) is entered into as of the date of the last signature below (“**Effective Date**”) between the applicable Procore contracting entity set forth in Section 11.5 (“**Procore**”) and the customer identified on the Order (“**Customer**”). Procore and Customer may also be referred to herein individually as “**Party**” or together as the “**Parties**.” Capitalized terms used but not otherwise defined herein have the respective meanings designated in Section 12. The Parties hereby agree as follows:

1. PROVISION OF SERVICES

- 1.1. Access to Subscription Services. Subject to Customer’s compliance with this Agreement, Procore shall make the Subscription Services available to Customer during the Subscription Term for Customer’s internal business use (including, for example, to coordinate vendors on Customer’s projects) in accordance with the Usage Metric on the applicable Order.
- 1.2. Evolving Procore Technology. Subject to Section 7.2(b), Procore may issue Updates for the Services during the Subscription Term. Customer agrees, however, that its purchase and use of the Subscription Services are not contingent on any future functionality or features, or dependent on any oral or written statements made by Procore or any of its Affiliates regarding future functionality or features.
- 1.3. Protection of Customer Data. Procore shall maintain the administrative, technical, and physical safeguards set out in Appendix B of the Data Processing Addendum (“**DPA**”). Where Customer’s use of the Services includes the processing of Customer Personal Data, such use will be governed by the DPA. Customer shall only provide to Procore the minimum amount of personal data necessary to enable Customer to use the Services in accordance with this Agreement.
- 1.4. Beta Services. Customer may elect, at its option, to participate in any Beta Service. Customer’s use of any Beta Service is subject to additional restrictions Procore specifies. If Customer participates in a Beta Service, it agrees to test and provide ongoing feedback about the Beta Service. Beta Services are solely for Customer’s evaluation purposes and are subject to the use restrictions in Section 2.2. Unless otherwise stated, Customer’s use of any Beta Service will end on the earlier of the date of such Beta Service’s commercial release or the date Procore discontinues the Beta Service. Procore may change or discontinue Beta Services at any time without notice or liability. Procore may choose not to make Beta Services generally available. No clickwrap or clickthrough terms for Beta Services will modify this Agreement. **Beta Services are not “Services” and are provided “as is.” Any warranties or contractual commitments Procore makes for other Services do not apply to Beta Services. Procore and its Affiliates will have no liability or obligation for any damage or harm arising from or in connection with any Beta Service.**

2. USE OF SERVICES

- 2.1. Customer’s Responsibilities. Only Authorized Users are permitted to access and use the Services. Customer shall be solely responsible for (a) Authorized Users’ compliance with this Agreement, any Order(s) issued hereunder, and any activities that occur as a result of Authorized Users’ access to the Services; (b) the accuracy and quality of Customer Data, the means by which Customer acquired Customer Data, and obtaining appropriate usage rights with respect to Customer Data; (c) maintaining the confidentiality of Customer usernames, passwords, and other account information or access credentials (as applicable); and (d) ensuring Authorized Users use the Services only in accordance with the Documentation. Customer shall follow all requirements under applicable law, which may include providing notice and disclosures to Authorized Users and/or Data Subjects that Customer Personal Data (as defined in the DPA) is subject to Customer’s own privacy policy and other terms regarding the use or handling of Customer Personal Data as required by applicable Data Protection Law. Customer acknowledges that Procore does not assess the type or substance of Customer Data to identify whether it is Customer Personal Data and/or subject to any specific legal requirements. Customer shall notify Procore promptly upon learning of any unauthorized use of or access to the Services.
- 2.2. Restrictions. Customer shall not and shall not permit others to (a) make any Services available to any third party other than Customer or Authorized Users; (b) sell, resell, license, sublicense, distribute, rent, or lease any Services, or include any Services in a service bureau or outsourcing offering; (c) use the Services to store or transmit infringing, tortious, libelous, or otherwise unlawful material that violates the rights of any third party, or Harmful Code; (d) use the Services in a way that seeks to interfere with or disrupt the integrity or performance of the Services or any third-party data contained therein; (e) use, or permit access to, the Services in a way that seeks to circumvent the Usage Metrics; (f) use the Services to exploit any Procore Intellectual Property Rights except as otherwise expressly permitted under this Agreement, an Order, or the Documentation; (g) frame or mirror any part of the Services, except

as permitted by and in accordance with the Documentation; (h) access the Services in order to develop a competitive product or service, to benchmark with a non-Procore product or service, or to otherwise exploit for competitive purposes; (i) reverse engineer, copy, or modify any software included as part of the Services; (j) use the Services to store or transmit harmful, abusive, threatening, obscene, defamatory, bigoted, or otherwise objectionable material; (k) use the Services to send unsolicited communications, promotions, or advertisements in violation of any applicable anti-spam or e-privacy law, rule, or regulation; or (l) use any automated device or process, such as a robot, spider, datamining, web-scraping, or other means to circumvent, access, use, or integrate with the Services or its contents, including but not limited to other user account information.

- 2.3. Affiliates. Customer may designate its Affiliates as Authorized Users. Additionally, Customer's Affiliates may purchase Services by entering into a separate Order with Procore or Procore's applicable Affiliate, in which case "Customer" as is defined herein will mean that Affiliate. Each Affiliate's Order(s), and the corresponding Usage Metrics, are separate and distinct from Customer's and its other Affiliates' respective Orders and Usage Metrics, unless otherwise set forth on an applicable Order.

3. **THIRD-PARTY APPLICATIONS**

Customer may choose to use the Services with third-party platforms, products, or services, including offerings made available through Procore's API or App Marketplace ("**Third-Party Applications**"). Third Party Applications are not Procore Services. Customer's use of Third-Party Applications is subject to the third-party provider's terms of use. Use of Third-Party Applications with the Services may require the Third-Party Application to access Customer Data. If Customer chooses to use Third-Party Applications with the Services, Customer permits Procore to provide such access on Customer's behalf. Procore makes no warranty or guarantee with regard to any Third-Party Applications, any interoperation between the Services and Third-Party Applications, or the continued availability of Third-Party Applications.

4. **FEES AND PAYMENT**

- 4.1. Fees. Customer shall pay Procore all fees as set forth in the applicable Order or SOW, as well as any Overages ("**Fees**"). Except as set forth herein, all payment obligations are non-cancelable and Fees paid are non-refundable. Customer is responsible for providing complete and accurate billing and contact information to Procore and promptly notifying Procore of any changes to such information.
- 4.2. Non-Payment Suspension. Customer may dispute in good faith the amount on an invoice in writing before the due date of such invoice, and shall work diligently with Procore to promptly resolve the dispute. If Customer fails to pay any undisputed portion of a past due invoice within ten (10) calendar days after receiving notice that its account is overdue, Procore may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full ("**Non-Payment Suspension**"). Procore is not obligated to continue to provide Services without payment of applicable Fees.
- 4.3. Use of Purchase Orders. No terms of any purchase order or other form or agreement provided by Customer will modify or supplement this Agreement, regardless of any failure of Procore to object to such terms, and any such terms will have no force or effect.
- 4.4. Taxes. Fees and Overages do not include any taxes, tariffs, levies, duties, or similar governmental charges or assessments of any nature, including, value-added, sales, use, or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**"). Unless Customer provides Procore with a valid tax-exemption certificate, Customer is responsible for paying all Taxes associated with its purchases under this Agreement. If Procore is legally required to pay or collect Taxes for which Customer is responsible under this Section, Procore shall invoice Customer and Customer shall pay such amounts, unless Customer provides Procore with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Procore is solely responsible for taxes assessable against it based on its own income, property, and employees. Unless prohibited by the applicable taxing jurisdiction, the tax situs will be Customer's ship-to address as set forth in the applicable Order.
- 4.5. Usage Verification & Subscription Review. No more than once annually, Procore's subscription management team may initiate a subscription review, which requires Customer to provide written supplemental information to verify Customer's Usage Metric. Customer shall provide such records within fifteen (15) business days, or such other mutually agreeable time frame, of Procore's written request. Customer shall reasonably cooperate with and assist Procore or its Affiliates, as applicable, in such review and verification of Customer's Usage Metric. If Customer exceeds the Usage Metrics, Customer shall pay for any usage of the Services that exceeds the Usage Metric ("**Overages**"). Overages will not occur if Customer ensures that its usage of the Services does not exceed the Usage Metric purchased. Overages, if any, will be invoiced at Procore's standard rates (without discount) at the time of invoicing and are payable within the timeframe set forth in the applicable Order.

- 4.6. Purchases Through a Reseller. If Customer purchases Services through a Reseller, the pricing and payment terms for such Services are between Customer and Reseller (“**Reseller Terms**”). Customer acknowledges that (a) all payments for Services procured via a Reseller will be made directly to the Reseller and in accordance with the Reseller Terms; and (b) if a Reseller notifies Procure of its right to terminate or suspend any Services, Procure may terminate or suspend such Services. Procure will not be liable to Customer or any third party for any liabilities, claims, or expenses arising from or relating to any applicable Reseller Terms, or Customer’s relationship with any Reseller.

5. PROPRIETARY RIGHTS AND LICENSES

- 5.1. Customer Data. As between the Parties, Customer Data and Customer’s Confidential Information are and will remain owned exclusively by Customer. Customer hereby grants Procure, its Affiliates, and its subprocessors a worldwide right and license to process and use Customer Data for the purposes of: (a) providing, maintaining, securing, analyzing, and updating the Services; (b) collecting and compiling data, insights, and information in an aggregated and/or de-identified manner that does not identify Customer, Customer Confidential Information, Authorized Users, or any individual (“**Aggregated Data**”); and (c) complying with legal or regulatory obligations, enforcements, investigations, or similar proceedings. Customer acknowledges that Procure or its Affiliates may review Customer’s use of the Subscription Services for the purpose of providing Services and verifying Customer’s compliance with this Agreement. Procure’s use of Customer Data will comply with Section 1.3 (“Protection of Customer Data”) and Section 6.2 (“Protection of Confidential Information”).
- 5.2. Ownership; Reservation of Rights. As between the Parties, all Intellectual Property Rights, including Intellectual Property Rights in the Services, Updates, Beta Services, Documentation, Aggregated Data, and Procure’s Confidential Information, are and will remain owned exclusively by Procure and its Affiliates, as applicable. Procure may freely use and incorporate into Procure’s products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any Authorized Users relating to Procure’s products or services. Feedback and any other suggestions are provided by Customer exclusively “as is,” in Customer’s sole discretion, and will not be used in Procure in any way that identifies Customer or Authorized Users. Unless otherwise specified in an applicable SOW, all deliverables (excluding any Customer Data contained within a given deliverable), provided in the performance of Professional Services are owned by Procure and will be made available as part of the Subscription Services provided under this Agreement. Nothing in this Agreement will preclude or limit Procure from using or exploiting any concepts, ideas, techniques, or know-how of or related to the Services. Other than as expressly set forth in this Agreement, no license or other rights in or to the Services or other Procure Intellectual Property Rights are granted to Customer, and all such rights are expressly reserved to Procure and its Affiliates.

6. CONFIDENTIALITY

- 6.1. Definition of Confidential Information. “**Confidential Information**” means all information or data disclosed by a Party or any of its Affiliates (as applicable, the “**Disclosing Party**”) to the other Party or any of its Affiliates (as applicable, the “**Receiving Party**”) that is confidential, proprietary, or otherwise not publicly available, or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, whether oral or in writing, and disclosed during the Term in connection with the Services. Confidential Information includes (a) with respect to Customer, Customer Data; (b) with respect to Procure, the Services, pricing, and the Beta Services, including any discussions or information related to Beta Services; and (c) with respect to a Party, any technical, financial, economic, marketing, strategic, business, product, design, or operational information of such Party, including the terms of this Agreement and all Orders and SOWs. Confidential Information does not include any information that the Receiving Party can demonstrate (w) is or becomes generally known to the public without breach of this Agreement or any other agreement by the Receiving Party; (x) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (y) is received from a third party without restriction on disclosure and without breach of any obligation owed to the Disclosing Party; or (z) was independently developed by the Receiving Party without use of or reference to any Confidential Information, as demonstrated by contemporaneous written documentation.
- 6.2. Protection of Confidential Information. The Receiving Party shall (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (b) not use any Confidential Information for any purpose outside the scope of this Agreement; and (c) except as otherwise expressly consented to by an authorized representative of the Disclosing Party, limit access to Confidential Information to its legal counsel, accountants, and those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who are under obligations to maintain confidentiality no less restrictive than those herein (“**Authorized Recipients**”). Each Party shall remain responsible for such Authorized Recipients’ compliance with this “Confidentiality” Section. Notwithstanding the foregoing, Procure acknowledges that Customer may be subject to open record disclosure laws or the equivalent. Customer will provide

Procure advance written notice and the opportunity to assert any exemptions available by law as set forth in Section 6.3.

- 6.3. Compelled Disclosure/Public Records. To the extent compelled by law or legal process, including public record disclosure laws or the equivalent, the Receiving Party shall (a) give advance written notice of the compelled disclosure or public record disclosure request to the Disclosing Party (to the extent legally permitted) and (b) afford the Disclosing Party the opportunity to assert any available exemptions permitted by law or to conduct any other lawful effort to protect the Disclosing Party's Confidential Information.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, DISCLAIMERS

- 7.1. General Warranty. Each Party represents and warrants that it has the necessary rights to enter into this Agreement and has the legal power to do so.
- 7.2. Procure Limited Warranties. Procure warrants that (a) the Subscription Services will perform materially in accordance with the applicable Documentation; (b) Procure will not materially reduce the core functionality of the Subscription Services during the current Subscription Term; and (c) Procure will perform the Professional Services in a diligent and professional manner. Customer's exclusive remedy and Procure's entire liability for a breach of the above warranties will be, at Procure's option, (x) the correction of the deficient Service that caused the breach of warranty, or (y) provision of comparable functionality. If Procure, as determined in its reasonable discretion, cannot accomplish (x) or (y), then Procure shall terminate the deficient Service and refund to Customer any prepaid Fees for the terminated Service, prorated to cover the remaining portion of the Subscription Term following notice of the breach of warranty.
- 7.3. Disclaimers. **Except as expressly provided herein, neither Party nor its licensors or subprocessors makes any warranty of any kind, whether express, implied, statutory, or otherwise, and each Party and its licensors and subprocessors specifically disclaim all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, to the maximum extent permitted by applicable law. Procure does not warrant that Services will be error-free or uninterrupted, or will meet Customer's requirements or expectations.**

8. INDEMNIFICATION

8.1. Indemnification by Procure.

- (a) Procure shall defend any claim brought against Customer by a third party to the extent such claim alleges that Customer's use of the Subscription Services (as authorized in this Agreement, and as provided by Procure to Customer) (1) infringes any valid and enforceable third-party patent, copyright, or trademark, or (2) misappropriates a third-party trade secret (a "Claim"). If a third party makes a Claim against Customer, Procure shall pay all damages (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction, or the settlement agreed to by Procure with respect to such Claim.
- (b) If any Claim is brought or threatened, or if Procure reasonably believes that the Subscription Services may become the subject of a Claim, Procure may, at its sole option and expense (1) procure for Customer the right to continue to use the applicable Subscription Service; (2) modify the Subscription Service to make it non-infringing; (3) replace the affected aspect of the Subscription Service with non-infringing technology having substantially similar capabilities; or (4) if Procure determines none of the foregoing is commercially practicable, terminate the affected Subscription Service and refund Customer any prepaid Fees related to the applicable Subscription Services prorated for the remainder of the Subscription Term.
- (c) Procure's defense and indemnity obligations do not apply to, and Procure will have no liability with respect to, any Claim arising in whole or part due to (1) any modification of the Subscription Services made by anyone other than Procure; (2) any use of the Subscription Services in combination with software, products, or services not provided by Procure; (3) any Third-Party Applications; (4) Beta Services or Services under an Order for which there is no charge (other than discounted Services); (5) Customer's use of the Subscription Services not in compliance with this Agreement; or (6) Customer's failure to use any Update provided by Procure, to the extent such Update would make the Services non-infringing.

This indemnity states Procure's entire liability, and Customer's exclusive remedy, for any Claims as described in Section 8.1.

- 8.2. Procedure. The defense and indemnity obligations above are conditioned upon the Customer providing the Procure with (a) prompt notice; (b) sole control over the defense and any settlement negotiations; and (c) all information and assistance reasonably requested by Procure in connection with the defense or settlement of the indemnifiable claim. Procure shall not agree to a settlement that imposes any obligation or liability on the Customer without the

Customer's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. The Customer may appear in connection with such claims, at its own expense.

9. LIMITATION OF LIABILITY

- 9.1. Exclusion of Damages. Except with regard to a Party's indemnification obligations under Section 8 ("Indemnification"), neither Party nor its respective Affiliates will be liable for any loss of profits, revenues, goodwill, anticipated savings, or use, costs of substitute goods or services, business interruption, or work stoppage, or any indirect, special, incidental, exemplary, punitive, or consequential damages, however caused, and based on any theory of liability, arising out of or relating to this Agreement, whether for breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if such Party is advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by applicable law.
- 9.2. Limitation of Liability. A Party's and its respective Affiliates' aggregate cumulative liability for all damages arising out of or related to this Agreement will not exceed the applicable Fees paid or payable to Procure in an Order or SOW for the applicable Services and attributable to the twelve (12) month period immediately preceding the event giving rise to the liability. The existence of more than one claim will not expand this limit. The liability limitations under this Section 9.2 will not apply to (a) Customer's obligations to pay Fees due under this Agreement or material breach of Section 2.1; (b) Customer's interference with another party's ability to use the Procure software-as-a-service; (c) amounts finally determined pursuant to either Party's indemnity obligations under Section 8; (d) either Party's gross negligence, willful misconduct, or fraud; (e) misuse or misappropriation by a Party of the other Party's intellectual property rights; or (f) either Party's negligence on-site during the performance of Professional Services that results in death or personal injury. Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited under applicable law.

10. TERM AND TERMINATION

- 10.1. Term of Agreement. This Agreement will begin on the Effective Date and continue until terminated as permitted herein (the "Term"). If there are no active Orders, this Agreement will automatically terminate after ninety (90) days.
- 10.2. Subscription Term. The initial Subscription Term and any applicable renewal Subscription Term will begin and end in accordance with the start date and end date set forth in the Order.
- 10.3. Suspension. In the event of Customer's or an Authorized User's breach of this Agreement, including without limitation for Non-Payment Suspension or violation of the restrictions in Section 2.2, Procure may, in its reasonable discretion, suspend Customer's or an Authorized User's access to or use of the Subscription Services. Notwithstanding the foregoing, unless the circumstances dictate otherwise, Procure shall reasonably notify Customer and the Authorized User via email before taking the foregoing actions, and shall restore access once the breach has been remedied.
- 10.4. Termination. Either Party may terminate this Agreement or any Order or SOW upon notice if the other Party is in material breach of this Agreement, where such material breach is not cured (to the extent capable of being cured) within thirty (30) days after receiving notice of breach from the non-breaching Party, or with immediate effect where such material breach cannot be cured. For the avoidance of doubt and without limiting Procure's rights, Customer's noncompliance with Section 2.2 or Section 4.1 will be deemed a material breach of this Agreement. Either Party may terminate this Agreement with immediate effect if the other Party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors, and such petition or proceeding is not dismissed within forty-five (45) days.
- 10.5. Effect of Termination. Upon the termination of this Agreement for any reason (a) unless otherwise agreed by the Parties in writing, all outstanding Orders, SOWs, and access to the Subscription Services will automatically terminate; (b) Customer and its Authorized Users shall immediately cease access and use of the Subscription Services, other than for retrieval purposes provided in (d) below; (c) all Customer's outstanding payment obligations will become due and payable immediately; and (d) for thirty (30) days following the end of the final Subscription Term, Procure shall make Customer Data available to Customer, at Customer's request, via the Subscription Services, solely for purpose of allowing Customer to retrieve Customer Data. After thirty (30) days, Procure will have no obligation to maintain or provide any Customer Data, and thereafter may delete or destroy all copies of Customer Data. If Procure is required to retain a copy of Customer Data for legal purposes, such copy will remain subject to the confidentiality provisions of this Agreement.
- 10.6. Refund or Payment upon Termination. If Customer terminates this Agreement due to Procure's material breach, Procure shall refund Customer the prorated portion of prepaid Fees for the remaining Subscription Term. If Procure terminates this Agreement due to Customer's material breach, Customer shall promptly pay any unpaid Fees.

Termination will not relieve Customer of its obligation to pay any Fees for the period prior to the effective date of termination.

- 10.7. Surviving Provisions. The Sections titled “Fees and Payment” (Section 4), “Proprietary Rights and Licenses” (Section 5), “Confidentiality” (Section 6), “Representations, Warranties, Exclusive Remedies, Disclaimers” (Section 7), “Indemnification” (Section 8), “Limitation of Liability” (Section 9), “Term and Termination” (Section 10), and “General Provisions” (Section 11) will survive any termination of this Agreement.

11. GENERAL PROVISIONS

- 11.1. Trademarks and Logo Usage. Neither Party shall use the logos, trademarks, service marks, product names, or trade names of the other Party without the prior written consent of the other Party. If Customer uses Procure’s logos, trademarks, service marks, product names, or trade names, such use will be subject to the Procure trademark usage guidelines at www.procure.com/legal/trademark.
- 11.2. Export Control and Sanctions. Each Party shall comply with all applicable Export Control and Sanctions Laws and Regulations in connection with providing and using the Services. Without limiting the foregoing, (a) each Party represents that it is not listed on any list of entities or individuals who are restricted from receiving U.S. services or items subject to jurisdiction of U.S. Export Controls or U.S. persons transacting with it (including but not limited to the Specially Designated Nationals and Blocked Persons List and the Entity List) nor is it owned or controlled by any such listed entity or individual; (b) Customer shall not, and shall ensure that Authorized Users do not, violate any Export Control and Sanctions Laws and Regulations, or cause any such violation to occur; and (c) Customer shall not use or cause any person to use the Services to store, retrieve, or transmit technical data controlled under the U.S. International Traffic in Arms Regulations.
- 11.3. Applicable Law & Anti-Corruption. Each Party shall comply with applicable laws in performance of this Agreement. Neither Party has promised, made, or received any bribe, kickback, or other similar payment or transfer of value from or to any director, officer, employee, agent, or other representative of the other Party in connection with this Agreement.
- 11.4. U.S. Government Rights. The Services and Documentation comprise “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, the rights of U.S. Government end users to use commercial computer software, commercial computer software documentation, and technical data furnished in connection with this Agreement are solely as provided in this Agreement.
- 11.5. Governing Law & Venue. Any dispute arising out of or relating to this Agreement is subject to the governing law and primary jurisdiction and venue in which Customer is located, in all cases without reference to conflict of law rules of any jurisdiction. The provisions of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Acts will not apply to this Agreement in any manner whatsoever. Notwithstanding anything to the contrary, either Party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.
- 11.6. Dispute Resolution. The Parties shall attempt in good faith to promptly resolve any disputes arising out of or relating to this Agreement by negotiation between representatives of each Party with the authority to resolve such dispute. If the Parties are unsuccessful in reaching resolution after a reasonable time, either Party may elect to exercise remedies available under this Agreement or at law.
- 11.7. Notices. Notices to Customer will be delivered via email or overnight delivery at the address associated with the Order. Notices to Procure will be delivered via email to legalnotice@procure.com or by overnight delivery to Procure Technologies, Inc., Attention Chief Legal Officer, 6309 Carpinteria Ave., Carpinteria, CA 93013 USA. All notices must be in writing and will be effective when received.
- 11.8. Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement to the extent due to any cause beyond its reasonable control (a “**Force Majeure Event**”). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event and shall resume performance as soon as practicable following the Force Majeure Event.
- 11.9. Assignment. Each Party shall not assign this Agreement, in whole or part, or any right or interest herein, without the other Party’s prior written consent, not to be unreasonably withheld, and any purported assignment without such consent will be void. However, except where prohibited by applicable statute, either Party may assign this Agreement without consent to an Affiliate, or in connection with a merger, consolidation, corporate reorganization, sale of all or substantially all of its assets or business, or other change-of-control transaction. Subject to the foregoing, this

Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Assignment will not relieve Customer of its obligation to pay Fees incurred before the assignment.

- 11.10. **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 11.11. **Entire Agreement; Order of Precedence.** This Agreement (together with any Orders, SOWs, and linked terms) contains the entire understanding and agreement of the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous communications, representations, agreements, and understandings, either oral or written, between the Parties with respect to its subject matter. This Agreement will only be amended or waived by a writing signed by both Parties; however, the Parties may update and modify this Agreement upon renewal of the Subscription Term. In the event of any conflict or inconsistency between or among the following documents, the order of precedence will be: (1) the DPA, (2) the Order, (3) SOW, (4) this Agreement, and (5) any links provided herein. Any amendment will take precedence over the document it amends.
- 11.12. **Miscellaneous.** If a provision of this Agreement is unenforceable or invalid, the provision will be revised so as to best accomplish the objectives of the Parties as evidenced by this Agreement, and the remainder of this Agreement will continue in full force. The English language version of this Agreement will be the version used when interpreting or construing this Agreement. Any notices in connection with this Agreement must be provided in English. Either Party's failure to enforce any right under this Agreement will not waive that right. There are no third-party beneficiaries to this Agreement, and Customer acknowledges that Procure will have no obligations or liability whatsoever to any third parties with which Customer does business.

12. DEFINITIONS

- 12.1. **"Affiliate"** means an entity that controls, is controlled by, or is under common control of a Party, where **"control"** means ownership or control, directly or indirectly, of more than fifty percent (50%) of the voting interest of such entity or party (but only for so long as such control exists) or the right to otherwise control the decision making of the subject entity.
- 12.2. **"Authorized User"** means any individual or agent authorized by Customer to access or use the Services.
- 12.3. **"Beta Services"** means Procure services, features, or functionality that Procure may make available to Customer that have not been made generally available to customers and have been designated as beta, pilot, limited release, preview, non-production, pre-release, or a similar designation.
- 12.4. **"Customer Data"** means any content, data, information, Personal Data (as defined in the DPA), and other materials submitted by Customer or an Authorized User to the Services. Customer Data excludes Aggregated Data, any content from publicly available sources, and any suggestion, enhancement request, recommendation, correction, or other feedback relating to the Services.
- 12.5. **"Documentation"** means the official Procure-provided user guides applicable to the Services, whether in electronic, paper, or equivalent form, as updated from time to time, accessible at <https://support.procure.com/products/online/user-guide> or other websites designated by Procure.
- 12.6. **"Export Control and Sanctions Laws and Regulations"** means all applicable laws and regulations controlling or regulating the export, re-export, or in-country transfer of goods, technology, software, or services, or those that impose other trade or financial sanctions against targeted countries, territories, individuals, or entities, collectively including, but not limited to, all laws administered by the U.S. Department of State and its Directorate of Defense Trade Controls, the Office of Foreign Assets Control of the U.S. Department of the Treasury, and the U.S. Department of Commerce and its Bureau of Industry and Security.
- 12.7. **"Harmful Code"** means code, files, scripts, agents, malware, or programs intended to do harm, including but not limited to viruses, worms, time bombs, and Trojan horses.
- 12.8. **"Intellectual Property Rights"** means all rights, title, and interest in all intellectual property, including patents, copyrights, trade secrets, mask works, trademarks, and other intellectual property rights of any sort throughout the world.
- 12.9. **"Order"** means a written or electronic order form, executed by the Parties, identifying the Services, scope, quantity, charges, and other information relevant to a specific transaction between Customer and Procure, herein incorporated by reference.
- 12.10. **"Professional Services"** means the implementation, technical, consulting, training, and similar services provided by or through Procure or its Affiliates, as described in the relevant Order or SOW.

- 12.11. **“Reseller”** means a third party authorized by Procore or its Affiliates to promote, distribute, and/or resell the Services.
- 12.12. **“Services”** means collectively, as applicable, the Subscription Services, Support Services, and Professional Services Customer has ordered, and Procore has agreed to provide, as indicated on the applicable Order or SOW.
- 12.13. **“SOW”** means a statement of work executed by the Parties describing Professional Services purchased by Customer pursuant to an Order, herein incorporated by reference.
- 12.14. **“Subscription Services”** means the Procore software-as-a-service, and all associated Updates, offered on a subscription basis by Procore via an Order that provides the functionality described in the Documentation.
- 12.15. **“Subscription Term”** means the entire period during which Customer is entitled to use the Subscription Services, including the initial term and any applicable renewal terms.
- 12.16. **“Support Services”** means the type of Procore’s customer support for the Subscription Services described in Exhibit A, and as may be specified or purchased within an Order.
- 12.17. **“Updates”** means all updates, enhancements, and other modifications that Procore makes generally available, at no additional charge, to its customers of the Subscription Services identified in an Order.
- 12.18. **“Usage Metric”** means the unit of measure, multiplied by the associated quantity, as shown on the applicable Order, to determine the scope of Customer’s access and use of the Subscription Services and associated Fees, as set out in an Order.

PROCORE SUBSCRIPTION AND SERVICES AGREEMENT

Exhibit A – Support Services and Service Levels

1. OVERVIEW

This Support Services and Service Levels exhibit covers the Procore Subscription Services defined in this Agreement.

2. DEFINITIONS

For purposes of this exhibit, “**Scheduled Downtime**” means the window during which scheduled maintenance of the Subscription Services is performed. Procore shall use commercially reasonable efforts to not provide more than 6 hours of Scheduled Downtime per calendar month.

3. SERVICE AVAILABILITY

Procore’s availability objective for the Subscription Services is 99.9% of the time, 7 days a week, and 24 hours per day as calculated over a calendar month excluding Scheduled Downtime. This does not include Force Majeure Events or other factors outside of Procore’s reasonable control.

4. SUPPORT

- 4.1 Access to Support. Customer and Authorized Users have access to technical support via telephone, online chat, email, or self-paced online tutorials. Support hours can be found at <http://support.procore.com/references/contact-support>. Support does not include training sessions on the features and functionality of the Subscription Services (e.g., implementation) or training in relevant computer skills considered prerequisite to an individual’s ability to use personal computers, the Internet/World Wide Web, and online software in accordance with the requirements of the Agreement. Furthermore, only qualified, trained Customer support personnel or Authorized Users familiar with Subscription Services are authorized to contact Procore to obtain support.
- 4.2 Reporting and Status Updates. Before requesting support from Procore, Customer shall use reasonable efforts to comply with any applicable operating and troubleshooting procedures as set forth in the Documentation or as otherwise provided by Procore. If such efforts are unsuccessful, Customer should promptly notify Procore support via Procore’s Ticket Tracking System (“**System**”) of the issue including any supporting information Customer believes may assist Procore in both its diagnostic determination as well as the Severity/Priority classification. Upon Procore’s receipt of a support request via the System, Procore shall use commercially reasonable efforts to answer questions and provide standard error corrections to known problems. In the event of any problems or errors involving the Subscription Services that Procore cannot immediately resolve, Procore shall begin working on a resolution to the problem and shall work diligently and in a commercially reasonable manner on the problem until it is resolved. Once Procore receives an error ticket as reported from Customer, Procore shall provide Customer with timely status updates as reasonably determined by Procore until a workaround or other resolution is established by Procore.

APPENDIX B

RFP-25-65 SERVICE PROVIDER'S SUBMISSION

Capital Improvement Project Management Software Request for Proposals (RFP)-25-65

PREPARED FOR

City of Bentonville
Administrative Services Building
Attn: Purchasing & Compliance Department
2nd Floor
1000 SW 14th St.
Bentonville, AR 72712

SUBMISSION DATE

August 28, 2025

PREPARED BY

Mark Gilliam
Account Executive
mark.gilliam@procore.com
615-613-2064

Procore Technologies, Inc.
6309 Carpinteria Avenue
Carpinteria, CA 93013

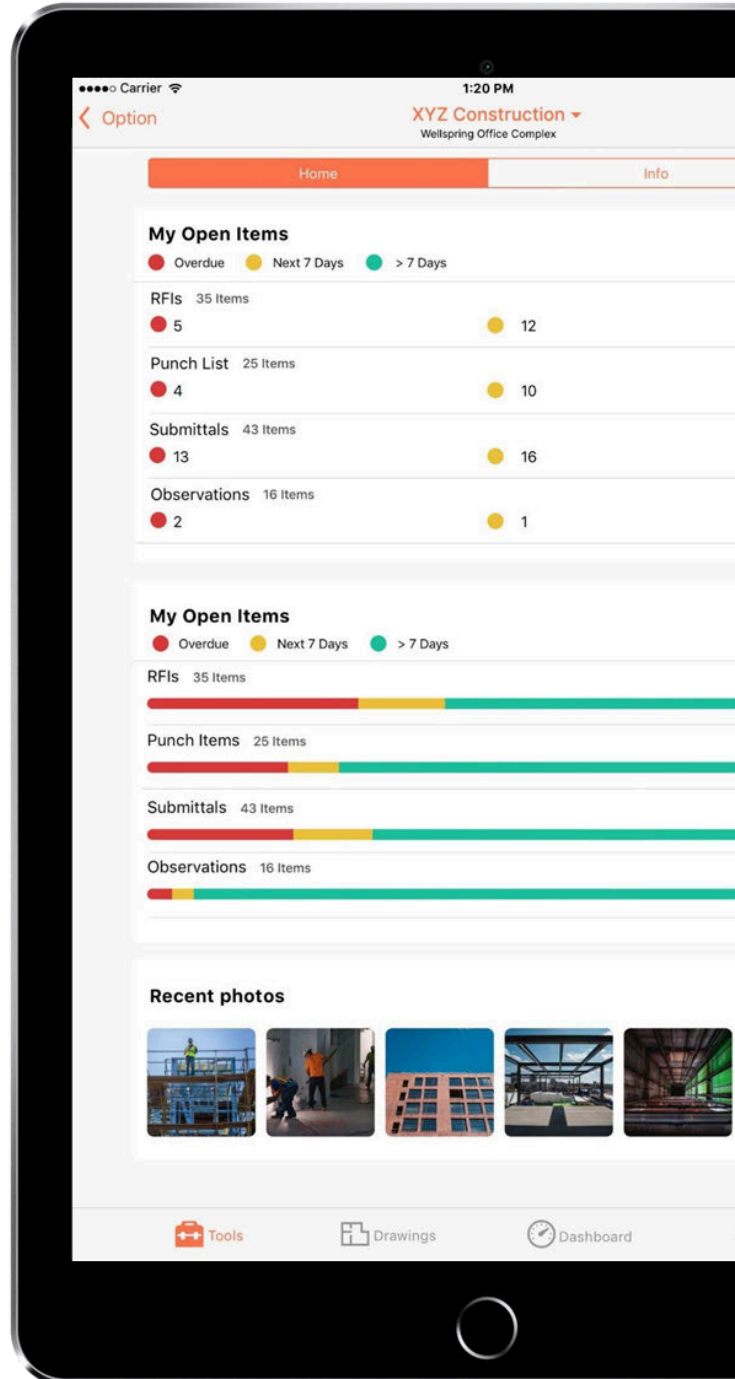


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Statement of Confidentiality

The information contained in this proposal is confidential, privileged and for use only in evaluating this proposal in response to the identified solicitation. This proposal contains information that is commercially sensitive to, and trade secrets of, Procore Technologies. Information contained herein may not be used, published, redistributed, or used for any other purpose without the prior written consent of Procore Technologies. Information contained herein reflects the intellectual property of Procore Technologies.

General Requirements

Minimum Capabilities

1. Portfolio & Project Planning

a. Manage and monitor a multi-year CIP portfolio with integrated budgeting, funding allocation, and timeline management

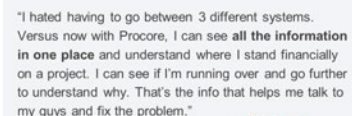
Procore is a solution that can track and manage funding sources, allocations, and expenditures at the individual project level. While the long term financial and detailed funding will be handled through the City's existing ERP system, Procore is able to scope an integration to streamline the process. Procore supports informed decision making in order to minimize project budget risk, and integrates with portfolio level data to enable strategic, multi-year planning.

Procore stands apart from traditional capital project management and procurement platforms by offering a unified, cloud-based solution purpose-built for the entire lifecycle of construction—from planning through closeout. Unlike legacy tools that are often complex, fragmented, or require costly customization, Procore is intuitive, configurable, and rapidly deployable without extensive IT overhead.

Key differentiators include:

- **Unified Platform:** Procore offers a single system of record for project management, financials, procurement, and field execution, eliminating data silos and reducing integration burdens common with other tools.
- **Ease of Use and Adoption:** With a modern, user-friendly interface accessible on web and mobile, Procore accelerates user adoption across project teams, including contractors, consultants, and owners.
- **Owner-Centric Financial Controls:** Procore's capital planning and commitment management tools are designed with owner workflows in mind, enabling real-time visibility into budgets, forecasts, and procurement status at both the project and portfolio level.
- **Flexibility Without Custom Code:** Procore allows owners to configure workflows, permissions, and approval paths without needing to build or maintain custom scripts.
- **Open Ecosystem:** With over 500 integrations in the App Marketplace, Procore easily connects with ERP, accounting, design, and document management systems to fit into any enterprise tech stack—without vendor lock-in.

Ultimately, Procore delivers a faster time-to-value, deeper field-to-office connectivity, and a better experience for all project stakeholders.



"I hated having to go between 3 different systems. Versus now with Procore, I can see **all the information in one place** and understand where I stand financially on a project. I can see if I'm running over and go further to understand why. That's the info that helps me talk to my guys and fix the problem."

- Mike Arnold
Fessler Bowman

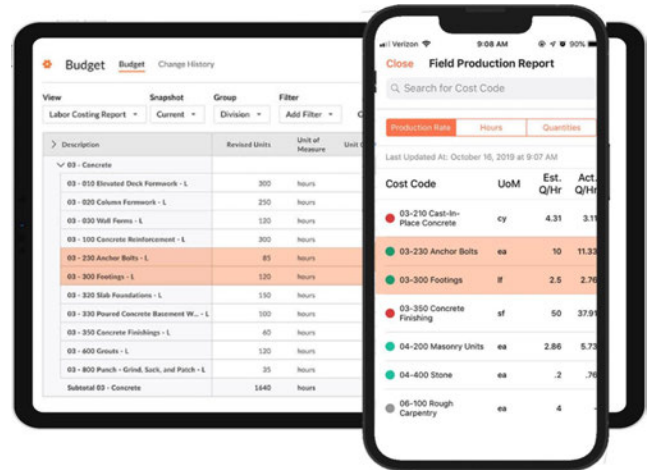


2. Cost & Schedule Control

a. Centralized tracking for project costs, budget variations, cost change orders, and formal schedule management including critical-path analysis

Procore provides a centralized platform for managing all aspects of project financials and scheduling, creating a single source of truth for the entire project team.

Procore's financial management tools connect the field and the office, providing real-time visibility into the financial health of a project. The Project Financials tool offers a comprehensive and up-to-the-minute view of the project budget. It tracks all expenses, labor costs, and production data as they occur. The platform allows for detailed budget management, including the ability to create budget modifications that transfer funds between line items, providing flexibility to adjust to changing project needs while maintaining a complete audit trail. Procore streamlines the entire change order process. Potential changes can be identified and documented in the field, and then tracked through a formal approval workflow. The financial impact of every change order is automatically reflected in the project budget, providing stakeholders with a clear understanding of how changes affect the project's bottom line.



Procore's platform centralizes project schedules, providing all stakeholders with access to the latest timeline information and facilitating better coordination. The Schedule tool integrates seamlessly with industry-standard scheduling software like Oracle Primavera P6 and Microsoft Project. Users can upload and view detailed project schedules directly within Procore, making the master schedule accessible to the entire team, including those in the field. While the detailed creation and analysis of the critical path are performed within the native scheduling software, Procore serves as the central repository for that information. By uploading the schedule file to Procore, the critical path and all associated tasks are visible to all project stakeholders. This ensures that everyone is working from the most current schedule and understands the key deadlines and dependencies that drive the project's completion date.

With Procore Analytics, users can gain insights into the relationship between cost and schedule by reporting on both these modules.

3. Document & Drawing Management

a. Store and version-control contracts, drawings, specifications, and bid documents with automated workflows and audit trails.

Procore provides a comprehensive and secure platform for managing, storing, and version-controlling project-related documents.

Procore acts as a single source of truth, giving all stakeholders access to the most current information while preserving a complete history of all previous versions.

- **Contracts:** The Commitments tool is used to create, store, and manage all contracts and purchase orders. All versions of the contract, from the initial draft to the final executed agreement, are stored and accessible.
- **Drawings:** The Drawings tool automatically scans, links, and logs drawing revisions as they are uploaded. When a new version of a drawing is uploaded, it becomes the current set, and the previous version is automatically archived. This process prevents teams from building off outdated plans.
- **Specifications:** Similar to drawings, the Specifications tool manages all versions of the project specs. New revisions are uploaded and logged, creating a complete history that is easily accessible.
- **Documents:** Procore provides document version control, automatically retains all previous versions, and creates a detailed Change History log listing all changes and who made them.

Procore's platform includes automated workflows that streamline review and approval processes, all while creating a detailed, unchangeable record of all activities. Procore allows for the creation of custom approval workflows for documents like Submittals, RFIs, and Change Orders. Documents can be routed to the appropriate stakeholders in a specific sequence. The system sends automatic notifications and reminders to keep the process moving, reducing delays.

Every action taken on a document in Procore—including views, markups, approvals, and distribution—is automatically logged with a user and timestamp. This creates a comprehensive and unalterable audit trail for every document. This detailed history is invaluable for resolving disputes, ensuring compliance, and providing a complete record at project closeout.

b. Integration with Microsoft Outlook to support calendar synchronization, task tracking, and email communication logging.

Procore integrates with Microsoft Outlook through the Procore Add-in for Outlook, which allows teams to connect their email communications directly to the project record. The primary function of the integration is to log critical project communications. Users can save emails and their attachments directly from their Outlook inbox into the appropriate Procore tool, such as RFIs, Submittals, the Daily Log, or Correspondence. This creates a

centralized, auditable record of communication that is accessible to the entire project team, eliminating the need to search through personal inboxes.

The integration supports task tracking by allowing users to convert emails into actionable items within Procore. An email from a General Contractor, for example, can be used to create a new RFI or track a Submittal directly from Outlook. This action links the original email to the item in Procore, providing context and a clear history for the task as it moves through its workflow.

While there isn't a direct, live synchronization of the master project schedule from Procore's Schedule tool to the Outlook calendar, the integration facilitates meeting management. When users create project meetings with the Meetings tool in Procore, invitations are sent to attendees' Outlook inboxes. These invitations can then be accepted and added to their personal Outlook calendars, helping to coordinate project-related appointments.

4. Workflow Automation & Approvals

a. Configurable workflows for funding approval, bid reviews, change management, and stakeholder notifications

Procore's platform offers highly configurable workflows with robust notification systems for a wide range of financial and project management processes, including funding approval, bid reviews, and change management.

5. Reporting & Dashboards

a. Customizable dashboards reporting CIP progress, financial metrics, schedule status, risks, and compliance trends.

Procore's platform includes a dedicated Analytics tool and customizable dashboards that provide real-time, comprehensive reporting. Procore offers configurable dashboards at both the project and company (portfolio) levels. These dashboards can be tailored to the specific needs of different stakeholders. Using an easy-to-use interface, users can select from a library of pre-built reports and data visualizations or create their own custom reports to display the key performance indicators (KPIs) that are most important to them. Dashboards can be configured to report on a wide range of metrics, pulling data from across the entire Procore platform.



- b. Configurable dashboards and role-based access to ensure both internal teams and external partners (e.g., vendors, contractors) have appropriate visibility into relevant project data.**

Procore's platform features configurable dashboards and a robust, role-based permission system to make sure that internal teams and external partners have appropriate visibility into project data. A core component of the Procore platform is its granular, role-based permissions system, which gives administrators precise control over data access for all users, both internal and external. Administrators can create and assign permission templates for different roles. These templates define which Procore tools a user can access and what level of permission they have within each tool. This ensures that users only see the information and have the capabilities necessary to perform their specific job functions.

6. Integration & Interfaces

- a. Seamless integrations with municipal systems such as ERP/Finance, GIS, and permitting platforms for data consistency.**

Procore offers an App Marketplace with more than 500 third-party integrations, allowing users to connect with what works best.

The Procore API provides an integration toolkit for custom integrations using several of today's common languages, which allows users to leverage powerful resources in a simple, programmatic way using conventional HTTPS requests.

With the Procore API, users can:

- Integrate with other industry-leading solutions.
- Build Custom Applications that integrate with the Procore Platform.
- Develop applications for publication on the Procore App Marketplace.

For custom integrations or the consolidation of multiple systems into one centralized platform, users can take advantage of Procore's Custom Development Services. If in-house development resources are available, Procore also offers integration consulting to expedite the integration and reduce risk.

7. Mobile Access

- a. Field-capable mobile application for project inspections, data entry, and real-time updates.**

Procore offers native mobile applications for the Apple iOS and Android mobile operating systems. Tool availability varies slightly between the mobile apps and browser, with the full Procore solution available through mobile browser access. The Apple iOS version requires iOS 16.1 or later and is compatible with iPhone, iPad, and iPod touch. The Android app requires Android 11 or later.

Mobile tools are fully integrated with the platform's cloud data. Most features operate offline to solve situations when internet access is unavailable. Once the device regains a connection, all data is synchronized and becomes available to permitted collaborators.

8. Training & Support

a. **Comprehensive training (live and online), plus tiered ongoing support and implementation assistance.**

Procore provides exceptional support to all users 24 hours a day Monday through Friday, with limited hours on Saturdays and Sundays. In-house customer support representatives operate 365 days a year, including holidays, from Help Desks in the U.S., Canada, and Ireland.

Besides phone, email, and Live Chat Support, subscribing organizations have access to a dedicated Customer Success Engineer (CSE) who oversees post-implementation training and manages all Tier 2 support issues. A robust support portal with product-specific documentation is available for self-guided training and reference.

In addition to standard support, Procore also offers two levels of Premier Support, which is a paid customer service offering designed to provide clients with quicker response times, expert troubleshooting, proactive issue management, and monthly support reporting and consultation.

Premier Support Bronze

- A designated Premier Support Team.
- Triage and troubleshooting of Procore products and betas.
- Monthly support scorecard review.
- Up to three designated Authorized Users with access Monday through Friday from 7 a.m.- 7 p.m. (CST) by phone and email.



Premier Support Silver

- A designated Premier Support Lead.
- Triage and troubleshooting of Procore products and betas.
- Monthly support scorecard review.
- Quarterly support review analysis.
- Up to 12 designated Authorized Users with access to 24/7 email support, and 24-hour phone support Monday through Friday.

9. Demonstration Requirement

- a. **Vendors may be asked to provide a live demonstration/interview during evaluation, centered on capital project planning, cost/schedule control, document workflows, performance tracking, and mobile field**

Procore is willing to demonstrate its software. A personalized demonstration can be scheduled to showcase the features and functionality of the Procore platform that are most relevant to a prospective customer's business needs.

Additional Capabilities

- **Ability to handle multi-year capital programs**

Procore's Portfolio Financials and Capital Planning products offer powerful data analysis, turning information into actionable insights. The platform allows users to track asset performance, measure project costs, and aggregate performance insights across an entire portfolio and multiple years. It provides a comprehensive view of each asset, from a high-level overview down to individual cost items, equipping teams with the tools to control every step of their construction projects.

- **Strength of budgeting and cost control features**

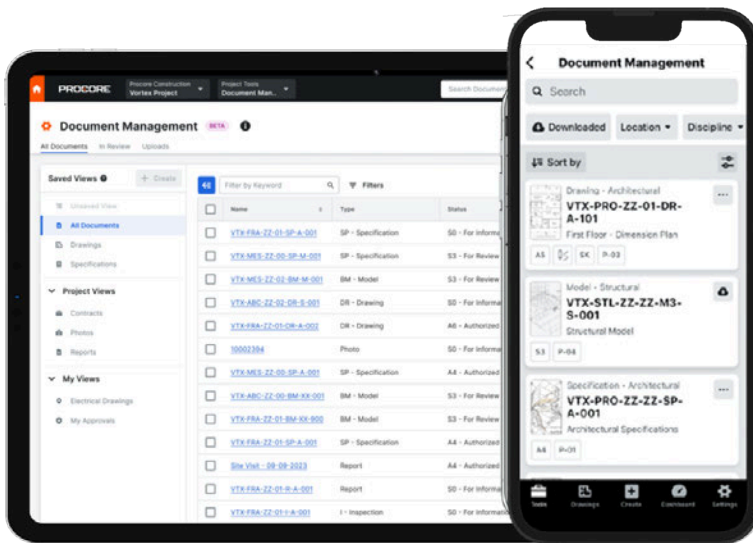
Procore Construction Financials is an all-in-one construction software that helps streamline construction processes, improve cost tracking and forecasting, and establish compliance with industry regulations and standards. This comprehensive solution includes a single source of truth for all project financials, real-time cost control, and reporting, and a secure, cloud-based architecture that allows companies to collaborate efficiently. Construction Financials also integrates with other Procore services and tools, such as Invoicing, Project Management, and Analytics. With its modern design, industry-specific features, and automated processes, Construction Financials saves companies time and money—allowing customers to get the most out of their project budgets. Procore's robust Work Breakdown Structure (WBS) provides a method for creating a customized framework of unique segments and rules for tagging, tracking, and reporting on data within the Financial Management tools. This allows for detailed financial oversight and tracking of costs against budgets, commitments, and actual expenditures.

Procore's Financials products are not meant to serve as, nor replace, an ERP or General Ledger. Procore can be integrated with an ERP or General ledger through out-of-the-box or custom integrations using Procore's Open API's.

Procore's Budget tool allows better tracking of the budget – including project costs and more accurate forecasts – to increase visibility and save users multiple hours per week. With Procore's Budget tool, users can:

- Import an existing budget or build a comprehensive project budget that can be exported in either Microsoft Excel or PDF formats.
- Review financial information for a single project or across multiple projects.

- Share the status of your budget with relevant members of your organization so they can make informed decisions based on real-time data.
- Generate detailed budget reports that can be automatically distributed to interested parties at a cadence of choice.
- **Robust document management and workflow automation**
Procure's powerful Documents tool provides robust and sophisticated document management and archiving for mission-critical project documentation, such as drawings, specifications, bid packages, emails, safety checklists, and warranty information. With Procure's automatic revision control, project team members will always open the latest version of any document.



Workflow functionality varies between tools. Some tools, such as the Tasks, RFI, Observations, and Punch List tools, have a sequential review/approval workflow built in. Users need only add assignees and due dates. These tool workflows are built to allow any non-technical user complete control over the process. The workflow creator defines a sequential review/approval path using a graphical interface with

drag-and-drop functionality. After responsible parties, action items, and due dates are assigned, the tool in which the workflow is applied tracks due dates, Ball In Court status, and sends automated reminders as due dates approach or pass.

- **Reporting flexibility and transparency**
The Reports tool is a robust, easy-to-use platform that provides several canned report options and the ability to create, generate, distribute, and export customized reports. Company level and Project level reports can be created with the appropriate permissions set up by a Project Administrator.

Please note that customers can create these "Custom" reports on their own which draw data from chosen Procure tools. The report designer can specify column layout and define how data is filtered and grouped. Reports can be exported in PDF or CSV and emailed to specific users or distribution groups. Users can:

- Access integrated, on-demand reporting from a specific project or across the portfolio.
- Schedule a report for automatic distribution to specified stakeholders and collaborators.

- Customize personal dashboards to optimize day-to-day priorities.
- View multiple types of financial reports, including budget and contract variance, contract summary, commitment summary report, and much more.

Procure also offers Professional Services, for an additional cost, to develop custom reports that fit unique business needs.

The Dashboards tool provides built-in graphical capabilities for trending of information over time, multi-dimensional bar graphs, segmentation of information in pie charts, as well as bar charts that provide both horizontal and vertical segmentation visibility. Specific analytics include bar, donut, line, stacked bar, and gauge. These analytics can be combined to display in Procure's native Dashboards tool.

For Procure customers wanting to maximize the value of project data, Procure's Analytics tool provides advanced reporting and analytics solutions. Users can monitor project health and drive more informed decision-making. Cross-tool reporting, configurable dashboards, and advanced data visualization all help turn project data into business insight. Customers will be required to purchase a Microsoft Power BI license in order to support Procure Analytics.

Procure Analytics features include:

- Data extraction: By hosting a SQL database, customers don't have to write code against complex APIs to get their data out. They can write simple SQL queries. They can also easily pump their data into their own data warehouse.
- Out-of-the-box reporting: Allows customers to immediately use over 100 out-of-the-box reports, drawing on data from multiple sources across Procure.
- Multi-Tool Targeting: Allows users to draw on data from sources external to Procure to do true cross-tool reporting.
- ***Implement and deploy a robust, modular architecture that delivers core functionality immediately while enabling seamless integration, adaptive workflows, and modular scalability to support current and upcoming projects.***

Procure's platform is built on a robust, modular architecture designed for immediate functionality and future scalability. The platform provides core functionality upon implementation, allowing for seamless integration with other systems, adaptive workflows, and the ability to add new modules as project needs evolve.

Procure's open API facilitates seamless integrations, allowing for a centralized system that connects all project stakeholders and software solutions. This creates a single source of truth for project data, from creation to closeout. Workflows within Procure are configurable to adapt to specific project and company needs, providing flexibility in how teams manage their processes.



The modular nature of Procore's platform allows users to start with the tools they need immediately and add new products and tools as they grow or as project requirements change. This scalability supports both current and upcoming projects, providing a long-term solution for construction management. Procore's unlimited user and data model further supports this scalability, allowing for the inclusion of all project team members without additional licensing fees.

- ***Provide a phased timeline (e.g., discovery, configuration, pilot, full deployment, and post-implementation optimization) with specific milestones and estimated durations.*** Implementation plans vary based on customer needs. The designated Project Manager will work closely with the City of Bentonville's team to design a rollout strategy during project kickoff that works best for the City. Procore recommends that the system be implemented using a phased approach as opposed to instant-on.
- ***Confirm during rollout that key functional features are fully operational and that training/stabilization support is scheduled in the timeline.***

Near the beginning of implementation, a Procore Project Manager works with the client to develop a customized implementation schedule. This process includes consultation sessions with key stakeholders to review system configurations and procedures, learn the functional properties of Procore's tools, and prepare for the company-wide rollout. This collaborative approach verifies that essential features are configured and operational according to the client's needs before going live. For any necessary customizations, the implementation team works to have them included in the setup.

Training is a core component of the implementation timeline. Procore uses a train-the-trainer approach, focusing on educating a designated group of key stakeholders before training end-users. A variety of training materials are available, including web-based tutorials, certification courses, and live webinars.

For post-implementation stabilization, a dedicated Customer Success Engineer (CSE) is assigned to the account. The CSE serves as the main point of contact for business reviews, questions, and check-in meetings to support the continued success and adoption of the platform.

Qualifications

Procore was founded in 2002 with the mission of connecting everyone in construction on a global platform. Procore's software is purpose-built for the construction industry, with a deep understanding of the challenges and complexities of the field. Procore is consistently recognized as a leader in the construction technology space by industry analysts and publications. Procore has over 3 million projects and over \$1 trillion in construction volume running on the Procore Platform. For a summary of Procore's numerous awards and recognitions, please visit <https://www.procore.com/awards>.



Competence

Procore's team includes experienced construction professionals who inform the development of the platform. The software provides a comprehensive suite of tools for project management, quality and safety, financial management, and more. Procore also offers extensive support and training resources, including top-tier customer support, on-demand training courses, and a community of peers for knowledge sharing.

Capacity

Procore offers unlimited user licenses for all internal and external users, as well as unlimited training and certification, unlimited support, and unlimited document and data storage. Procore's platform is used by millions of construction professionals in over 150 countries to manage projects of all sizes and complexities. The scalable and secure cloud-based infrastructure can support the needs of Public Agencies. Procore's open API and App Marketplace, with over 500 integrations, allow for a high degree of customization and flexibility to meet the unique needs of any project or organization.

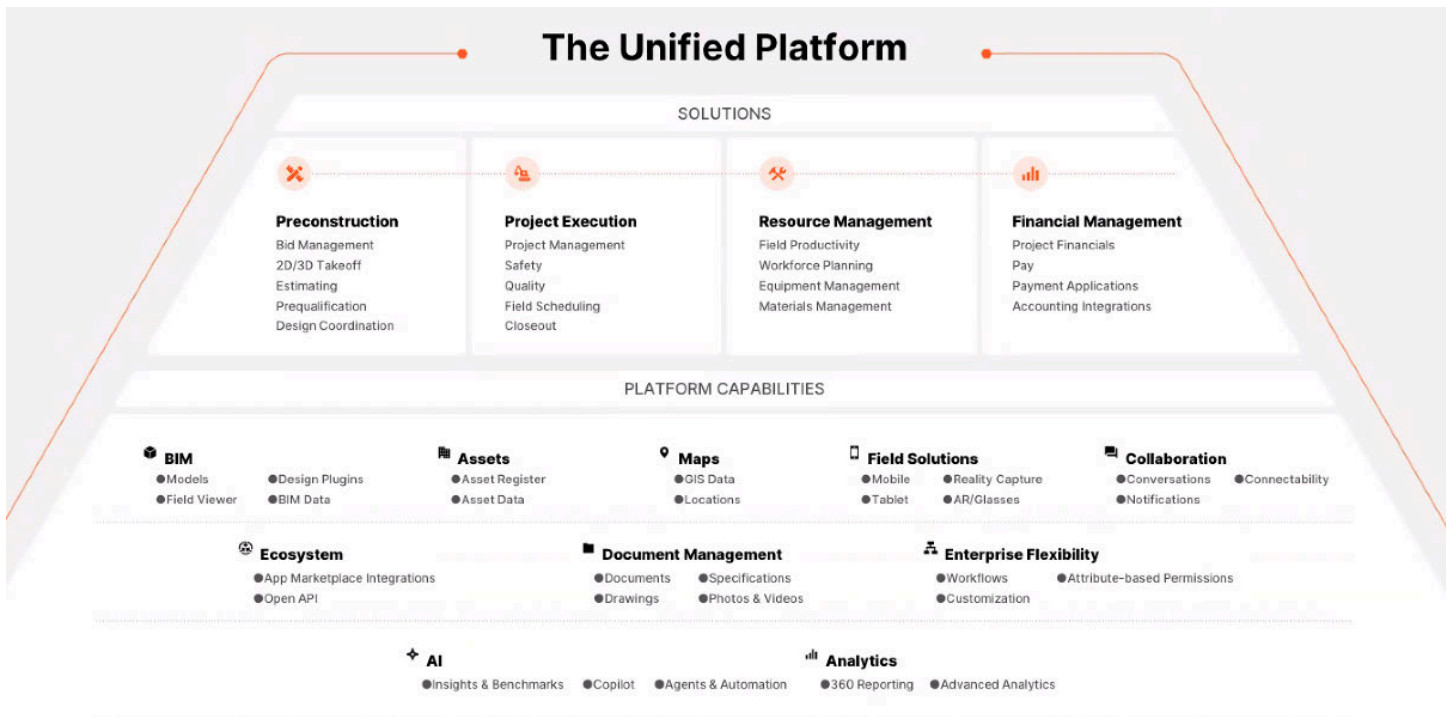
References for Similar Engagements

- **Clinton National Airport**
Bradley M. Davis, Project Analyst
1 Airport Road, Little Rock, AR 72202
bdavis@clintonairport.com
501-537-1717
- **City of New Orleans**
Carson Rapose, Innovation Manager
1300 Perdido Street, New Orleans, LA 70112
carson.rapose@nola.gov
504-658-4000
- **City of Memphis**
Chris Harper, Construction Engineering Manager
3448 West Range Hills Drive, Memphis, TN 38127
christopher.harper@memphistn.gov
901-357-0100

Key Information

Procore's Project Management platform enables users to oversee, manage, and execute multiple projects through a single system with ultimate project visibility. Users can leverage a collaborative environment with unlimited seat licenses and data storage, with real-time accessibility for every relevant region, office, department, and project team member. From creation to completion and closeout, all projects are kept up to date and communicated to team members so no change or update goes unnoticed. Procore allows users to create multiple Programs, with each program capable of encompassing multiple construction projects. This feature is designed to help organizations group and manage related projects under a single umbrella, providing better visibility, organization, and reporting across projects.

Procore eliminates application silos, reduces double entry, and with one source of up-to-date, accurate data, keeps everyone on the same page. Procore's App Marketplace has more than 500 partner solutions that integrate seamlessly with our platform, giving users the freedom to connect with what works best. Procore gives teams access to everything they need to stay on schedule and on budget. For additional information, please visit <https://www.procore.com/project-management>.



Proposed Method of Doing Work

Contracting Process

Procure Technologies, Inc. formalizes its relationship with new customers through a Subscription and Services Agreement. This agreement outlines the terms, conditions, and scope of the services to be provided.

The process typically involves the following steps:

- A prospective customer engages with Procure's sales team to determine the appropriate products and services for their business needs.
- Procure then prepares an Order Form that details the specific products purchased, annual construction volume, and associated fees.
- The Order Form, in conjunction with the Procure Subscription and Services Agreement, is sent to The contract is executed by both parties, typically using an electronic signature service.

Configuration Process

Procure is designed with Ease of Use as a core value, creating an intuitive and efficient user experience. The platform offers extensive configurable options that allow users to tailor the system to their specific needs without altering the underlying code. This includes setting up custom workflows, fields, fieldsets, templates, and reports, as well as adjusting user permissions and interface layouts. Procure's flexibility in configuration ensures a streamlined implementation process, providing a tailored solution that meets internal requirements while maintaining the integrity and upgradability of the core product. This approach facilitates quicker deployment and reduces long-term maintenance complexity.

Procure's configuration process is a structured approach to tailor the platform to an organization's specific needs. Configuration helps reduce risk and time to value by driving adoption of the platform by end users. The process involves several key stages:

- **Account Setup:** This initial phase includes configuring company-level settings, such as cost codes and user permission templates. Users are imported into the company directory, and if applicable, the system is prepared for integration with an Enterprise Resource Planning (ERP) system.
- **Project Templates:** Procure allows for the creation of project templates. These templates save common settings, folder structures, and document types, which can then be applied to new projects for consistency and efficiency.
- **Tool Configuration:** Each tool within Procure, such as Document Management or a workflow tool, has its own set of configurable settings. This allows for the customization of permissions, document fields, and approval workflows to match a company's standard operating procedures.

- Implementation and Training: Procore provides resources and support for a successful rollout. This includes training materials and the option to work with a dedicated Procore Project Manager to guide the implementation process. A "Procore Committee" is often formed within the customer's organization to champion the adoption of the platform.

Implementation process and estimated timeline to launch

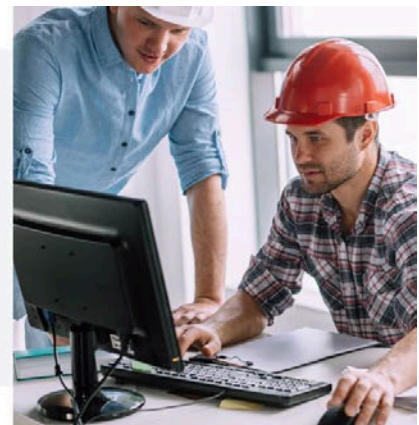
Procore's implementation process is a collaborative effort designed to facilitate a successful rollout of the platform. The process is typically divided into several phases:

- Account Setup: This is the initial phase where the account is configured with company-specific information, such as cost codes, user permissions, and project templates.
- Launch: In this phase, the first project is launched on the Procore platform. This serves as a pilot to test the configuration and workflows in a real-world setting.
- Training and Consultations: Procore provides training resources and consultations to key users within the organization, often referred to as the "Procore Committee." This committee typically includes an Executive Sponsor, Procore Advisors, and Team Representatives who will champion the platform internally.
- Company Rollout: Following a successful pilot, the platform is rolled out to the rest of the company. This involves training all users and migrating ongoing projects to Procore.
- Continued Success: Procore's Customer Success team continues to work with the customer to provide support and to help them get the most value out of the platform.

The timeline for implementation and launch can vary significantly based on the size of the company, the number of users, and the complexity of the workflows being implemented. Procore works with each customer to develop a tailored implementation and training plan to meet their specific needs and timeline.

"Procore has made a significant improvement to our business. With a **straightforward implementation**, new workflows and documentation mean we no longer need to expand our administration support every time we start a new project."

- Jade Collins, CFO
Hale Corp.





Training process

Procore offers a variety of training materials and services that cater to diverse learning styles, including an online support portal featuring written tutorials, videos, FAQs, and a hands-on certification program.

Training is web-based. During implementation, a Procore Project Manager will work in tandem with other members of your Procore Account Team, including Strategic Product Consultants, Analytics Implementation Specialists, Integration Implementation Specialists, and Solutions Architects. Implementation will focus on setting up and configuring the platform, as well as training an appointed group of key stakeholders before training end-users. This allows for a more flexible and global roll-out strategy, whether conducted in person or in a self-service environment. On-site training is optional and can be requested at an additional cost.

Live webinars with customer success and support representatives are available. Classes are free and offered every week. Each training session reserves time for live Q&A. Procore offers Certification Courses that cover all solutions and are geared toward a specific audience of users.

Also available for purchase is Procore's Training Center, which empowers companies and organizations to document their best practices and Standard Operating Procedures (SOPs) for internal Procore workflows and any other relevant software systems in place. Users can build custom training material in a private section on Procore's Support site. The Training Center enables internal teams and external collaborators to adhere to SOPs and best practices.

Scheduled maintenance

All users engage with the most up-to-date release of the platform. Procore is constantly releasing product updates so users get improvements, new features, and bug fixes as soon as they are available. Sometimes features are bundled and released on a planned schedule. Procore does not maintain a pre-defined maintenance window. Any scheduled maintenance windows will be communicated ahead of time. Banners notifying users of scheduled maintenance will appear within the Procore application at least a week prior to the maintenance window. These windows are chosen to have minimal impact on user experience.

Procore posts planned maintenance notifications on our System Status web page. Users can subscribe to these notifications and receive an additional notification at the beginning of any maintenance window. Procore subscribes to manufacturers and independent security notification services to monitor potential external threats.

To help ensure system servers remain configured to build standards, the Procore Site Reliability Engineers (SRE) Team uses automated tools and documented procedures to build and configure all network equipment, systems, and servers from predefined build configuration procedures. All systems, platforms, and applications are configured to minimize security risks.



A subset of machines are monitored in real time for vulnerable packages, and all systems are routinely scanned. Procore diligently applies security updates to operating systems and applications. When a vulnerability is discovered, the patch is deployed in a three-step process across the entire infrastructure. Each system is risk-assessed, and updates are applied based on that Risk Assessment.

How new versions (updates) impact currently implemented active versions

Updates are designed to be backward-compatible. New features and enhancements are added without disrupting existing data or workflows. Active projects will continue to function as they did before the update, but with the added benefit of new capabilities. Procore communicates upcoming changes and new features through various channels, including release notes, in-app notifications, and blog posts. This allows users to stay informed about what's new and how it might benefit their projects. If users have custom forms or workflows developed by Procore's Custom Solutions team, these are typically designed to be compatible with platform updates. Procore works to maintain the functionality of these customizations through release cycles. However, it's always a good practice to review any custom elements after a major update to make sure they are functioning as expected. Since all users are on the same version of the platform, there are no conflicts between different versions being used by various stakeholders on a project. This consistent environment promotes collaboration and avoids data compatibility issues.

PROCORE

STATEMENT OF WORK



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Date: August 19, 2025

Procore Technologies, Inc., (Procore) a Delaware corporation, having its principal place of business at 6309 Carpinteria Avenue Carpinteria, CA 93013, is pleased to present this Statement of Work (“SOW”) for Procore Customer:

City of Bentonville (Customer) having its address at 305 SW A Street, Bentonville, AR 72712

PROJECT OVERVIEW

Objective

Procore Professional Services will provide advice and support to Customer as they implement the Procore cloud-based SaaS construction management system. Procore Professional Services will meet regularly with Customer to consult and advise on design, configuration, and deployment of the system. Procore will also support on-demand consulting assistance upon customer request as described below.

SCOPE OF WORK

Services to be Provided

1. Project Management Services
 - a. Coordinate, plan, and manage the execution of all services contained within this SOW
 - b. Monitor SOW services usage and manage changes to scope related to available hours and jointly (Customer/Procore) defined scheduled milestones
 - c. Provide recurring project status updates
 - d. Monitor the health of the project
 - e. Identify and communicate project risk
 - f. Manage implementation success criteria

2. Consulting Services
 - a. Conduct stakeholder workshop(s) to confirm Customer’s business outcomes, processes, and strategy
 - b. Advise on recommended Procore processes per Customer’s goals, products, and requirements
 - c. Provide guidance on best practices, configuration settings, and permissions based on Customer’s desired business processes and outcomes
 - d. Lead Q&A with Customer’s Procore Committee (defined below) or individual project teams
 - e. Coordinate, plan, and research in support process or project requirements
 - f. Review and Advise on initial SOPs. Initial SOPs will include the following:
 - i. Identification of stakeholders
 - ii. Proposed workflows
 - g. Analyze Customer usage of the Procore system to influence and/or refine SOP creation
 - h. The fifteen (15) hours are a fixed allocation for the SOP Review and Advise services. The Customer understands and agrees that this time may not be sufficient to complete all of the

specified deliverables. Additional hours required to complete the specified deliverables or to address new requests can be purchased via a separate, agreed-upon contract. This engagement concludes once the fifteen (15) hour allocation has been utilized, regardless of project completion status.

3. Virtual Training Services

- a. Customize agendas based on Customer's desired training format, audience, process, and tool priorities
- b. Lead virtual end-user training sessions on Customer's Procore configuration, business process(es), and standard operating procedures
- c. Conduct interactive training sessions for each Customer user group
- d. Demonstrate how to execute processes within the Procore system, such as:
 - i. Assign a Punch List Item
 - ii. Submit a Daily Report
 - iii. Create a Change Order
 - iv. Approve an Invoice
- e. Address user questions and clarify system navigation challenges
- f. Identify and address user concerns or confusion during sessions
- g. Collect participant feedback on training effectiveness through end-user surveys and/or informal discussions

4. Analytics Services

- a. Load the source database model to support the reporting and analytics needs of the Customer
- b. Conduct up to one (1) train-the-trainer session regarding Analytics 2.0 functionality
- c. Review turn-key report creation
- d. Configure and/or customize Power BI reports leveraging Procore data
- e. Report on user-access best practices
- f. Aid in the planning of future or additional custom reporting modules
- g. Conduct deep dives into Procore Analytics

Procore Tool(s) within Scope

Although Customer will have access to all products noted in the Order Form, only the below tools are considered within scope for the implementation:

- Project Management Pro
- Quality & Safety
- Estimating
- Invoice Management
- Project Financials
- Analytics 2.0

Implementation Methodology

Implementation will be structured in distinct phases, organized by tool groupings. Each phase encompasses the relevant activities/initiatives necessary for the deployment of the respective product line. Initiatives are typically two to three weeks in duration and focus on a specific Procore tool and/or Customer process. Initiatives follow a general structure:

1. Current process review
2. Procore tool functionality review and alignment which includes:
 - a. Tool configuration, including but not limited to review of custom field and/or fieldset generation, template configuration, and data population
 - b. Permission review to ensure internal and external stakeholders are able to access relevant project and project tools based on desired SOPs
 - c. Standard Operating Procedure (SOP) development informed by key decisions made by Customer's Procore Committee during tool consultation sessions
3. Out-of-the-box Integration identification (if necessary)
4. Procore Committee acceptance testing of new Standard Operating Procedures within Procore project tools
5. Configuration finalization
6. Go-Live of configured tool(s) on pilot projects
7. Grooming sessions to address near future business outcomes that will be prioritized within the next initiative and/or phase

Once key initiatives are conducted for all Procore tools within scope, the project will proceed to the rollout and optimization phases.

Exclusions

The following are considered out of scope for this SOW, unless explicitly stated:

1. Integration with third-party applications, tools, or systems not specifically outlined
2. Data Migration including data cleaning and data mapping
3. Onsite implementation, support, training, and/or consultation
4. Change management activities, including organization transition
5. Any project documentation not listed under Included Project Documentation
6. User Acceptance Testing
7. System administration
8. System configuration
9. SOP Creation and Documentation
10. Integrations
11. Custom Solutions
12. Data Migration Services
13. Training Center Services

Assumptions

1. The Customer will be responsible for loading all data into the Procore system via the Procore user interface or Procore Imports tool
2. All Services will be delivered in English
3. Procore may use and document software workarounds such as manual approval, unique and specific software interfaces, or other mutually agreed upon workarounds. For the avoidance of doubt, Procore maintains the right to reuse any Integration-related processes and logic for future integration services delivered to other Procore customers.
4. In order to best support customers, Remote Administration Services are delivered by Procore using resources located throughout the world. Customer acknowledges and agrees that Procore may transfer and process Customer Data to and in the United States and anywhere else in the world where Procore, its affiliates, or its subprocessors maintain data processing operations.

Included Project Documentation

The following are considered in scope for this SOW:

1. Implementation Project Plan
2. Project Schedule
3. Risks, Actions, Issues, and Decisions (RAID) Log
4. Project Progress Dashboard
5. Rollout Planning Guide
6. Virtual End User Training Agenda and Recording

PROJECT FEES

Service	Hourly Rate (USD)	Hours	Fee in USD
Project Management	\$200.00	80	\$16,000
Consulting	\$275.00	80	\$22,000
Virtual Training	\$275.00	15	\$4,125
Analytics	\$200.00	15	\$3,000
Standard Operating Procedure Review and Advice	\$275.00	15	\$4,125
TOTAL		205	\$49,250

The above breakdown(s) of cost allocation represents Procore's best estimate of resource effort per service type. This breakdown may be revised by Customer and Procore's mutual agreement should service needs change during the course of the project.

Unless mutually agreed upon in writing, all services within this SOW will be delivered within typical business hours for the designated Procore Project Manager. For purposes of clarity, typical business hours are exclusive of holidays recognized where the assigned Project Manager is located.

Customer's expected project timeline is twelve (12) months from the project alignment call and/or mutually agreed upon project start date (the "Project Start Date"). The Project Start Date shall be no more than thirty (30) days from the Service Start Date. Services shall remain valid between Service Start Date and Service End Date specified in the Order Form, or for twelve (12) months from the Service Start Date, whichever occurs first.

PRICING AND PAYMENT TERMS

Work performed against this statement-of-work (SOW) will be conducted via a fee of **\$49,250 for up to 205 hours** and is due as defined in the order form. All fees are in USD.

LEGAL TERMS AND CONDITIONS

This SOW is also governed by the Procore Subscription and Services Agreement (“Agreement”), as well as the Procore Data Protection Addendum (“DPA”), as executed by Customer. In addition, purchase and use of the Configuration Services described herein are governed by this SOW, Agreement, the DPA, and the Supplemental Terms for Configuration and Data Population Services found at <https://www.procore.com/legal/configuration-services-supplemental-terms>. Customer acknowledges and agrees that Procore may transfer and process data to and in the United States and anywhere else in the world where Procore, its Affiliates, or its Subprocessors maintain data processing operations. Subject to the terms of the DPA, Procore may appoint additional Subprocessors as described in this SOW beyond those Subprocessors designated in the DPA if required to provide the services described herein.

Intellectual Property

Any and all intellectual property and/or technology (“IP”) that is created in connection with this SOW by Procore shall be deemed “Services” as defined in the Agreement and owned solely by Procore. Procore hereby grants Customer the non-exclusive right to use any custom report, and dashboard structures solely for its internal business purposes during the term of the Agreement. Procore hereby grants Customer the non-exclusive right to use any custom forms, tools and workflows solely for its internal business purposes during the term of the Agreement.

APPENDIX A - Roles and Responsibilities

Procore Roles

1. Project Manager (“PM”)
 - a. Oversees the project, coordinates resources, and ensures timely delivery of project deliverables
2. Business Consultants (also referred to as “Strategic Product Consultants” or “SPCs”)
 - a. Provide consultation and training. Responsible for the delivery of Consulting Services, Virtual Training Services, Configuration Services, and SOP Creation Services.
3. Technical Consultants
 - a. Analytics Implementation Specialist(s)
 - i. Set up and connect the Procore Analytics product.
 - ii. Manage the development of customized Analytics reports and/or dashboards

Customer Roles

1. Executive Sponsor
 - a. Attend implementation Planning meetings and Implementation Progress meetings
 - b. Provide internal communication on software selection decision, rollout strategy, and timelines.
 - c. Act as escalation point for outstanding implementation decisions.
2. Implementation Specialist(s)
 - a. Coordinate the implementation schedule with the Procore Project Manager.
 - b. Track progress and completion of implementation and rollout tasks alongside Procore Project Manager.
 - c. Attend all implementation-related meetings and assist in the coordination with the Customer Procore Committee for these meetings.
 - d. Act as the main points of contact for training questions from internal employees and will be responsible for escalating issues to Procore, if needed.
 - e. Participate in standardizing Customer’s Procore operating procedures and maintain any associated documentation.
 - f. Manage ongoing rollout of Procore to Customer projects.

- g. Make appropriate personnel available to assist Procore in the timely performance of its responsibilities.
 - h. Provide access for the approved Procore administrators to engage Customer's Procore account as a "Company Admin" role.
 - i. Provide written instructions to Procore personnel for any Procore Remote Admin Services ("RAS") to be conducted.
 - j. Obtain and provide applicable information, data, consents, or decisions within the Customer's organization in a timely manner as required by Procore to perform the Services.
 - k. Make the accurate data, materials, and resources available in a timely manner for the execution of the Services.
 - l. Limit the access to Customer systems, Customer information contained in such systems, and Customer's service providers to only that which is necessary for performance of the Services, provided that in no event will Procore will incur any liability with respect to its access to such systems, providers, or data.
 - m. Be responsible for providing timely responses to any needed clarifications on the scope of work to be delivered.
 - n. Review and approve all configuration changes and data entered by Procore personnel in Customer's account; in no event will Procore be responsible for approved configuration changes and data entered at the direction of Customer.
3. Power User(s)
- a. Participate in first projects selected for use in Procore.
 - b. Provide feedback and insight into current project operating procedures and future Procore standard operating procedures.
 - c. Function as a Subject Matter Expert ("SME") for their project team(s), region(s), and role.

Customer Requirements and Dependencies

The Customer is an active participant in the implementation for the duration of the process in order to facilitate the delivery of the Services in this SOW. Customer personnel must be available as needed to complete the outlined responsibilities above. If Customer resources are not available as needed, or there are organizational changes, it will negatively impact the delivery of services included in this SOW. The Customer resource time commitment will vary based on the complexity of the requirements and desired timeline.

Timeline noted in this SOW is for Customer's convenience and is subject to change as the project progresses. The project is a joint effort between Procore and Customer, provided by Procore in accordance with the hours set out in the Project Fees section below. The timeline is contingent on Customer's cooperation and commitments as set out in this SOW. Procore does not guarantee that Procore tools will be fit for Customer's particular purpose. Time is not of the essence for any time, date, or period specified in this SOW. All times, dates, or periods set out in this SOW, are estimates only and contingent upon the Customer meeting all of its obligations under this SOW and the Agreement (including but not limited to any payment obligations).

APPENDIX B - Change Orders to the SOW

Any changes to this SOW shall be made by execution of a Change Order. Change(s) to this SOW will not be effective unless such Change Order is executed by Customer.

In the event either party desires to change this SOW, the following procedures shall apply:

1. The party requesting the change will deliver a Change Order to the other party. The Change Order will describe the nature of the change and the effect the change will have on the SOW.

2. A Change Order may be initiated by either Customer or Procore for any changes to this SOW. If both parties agree to implement the Change Order, both parties will sign the Change Order, indicating the acceptance of changes by the parties.

Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in the original SOW, or previous fully executed Change Orders, the terms and conditions of the most recent fully executed Change Order shall prevail.

Capacity and Estimated Timeline

Procore's Professional Services offerings are an additional fee outside of the product subscription. Procore provides a variety of service packages with different timeframes for implementation. The Professional Services team will work with the City of Bentonville to identify which service offerings best meet organizational needs and will make a formal recommendation of services to purchase. Users may choose to purchase one of Procore's standard implementation packages for smaller-scale software deployment and rollout, or if more tailored services are needed, the Procore Professional Services team will generate a custom Statement of Work (SOW) to meet all specific implementation, training, and general services requirements. Implementation and training needs vary from customer to customer. Prior to contracting with Procore, the Professional Services team will partner with internal stakeholders to determine the best services and resources to align with unique business needs. Total service costs will be determined following the scoping process.

Timing of implementation varies significantly depending on (but not limited to) organization size, business goals, internal resources aligned to implementation, and the number of products purchased. For an enterprise-wide rollout, Procore recommends three to four months for implementing Project Management and Quality and Safety tools, and approximately six months for implementing Financial tools. This timeline can be significantly reduced depending on the Customer's internal resources and staffing, as well as the prioritization of tools. Integrations, specifically ERP integrations, also considerably impact the implementation timeline.

Prior to contracting with Procore, the Professional Services team will partner with internal stakeholders to determine the best services and resources to align with unique business needs. After contracting, an assigned Project Manager will develop a proposed implementation project plan that coincides with the City of Bentonville's services timeline.



Subcontracting, Partnerships, or Additional Requirements

Procure has no plans to hire additional entities as subcontractors to assist with the goals outlined in this RFP.



Demonstrations Available (Software Demo)

Please refer to the video demonstration provided with our digital submission.

Proposed Cost of Performing Services - Appendix C



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

APPENDIX C: PRICING MODEL
(REQUIRED RESPONSE DOCUMENT)

Proposers should state within the pricing model:

- Fixed Price: A one-time cost for the entire project
- Time and Materials: Charges based on actual labor and material costs
- Unit Pricing: Per-unit costs for products or services
- Tiered Pricing: Different pricing packages based on volume or service levels
- Performance-Based Pricing: Costs linked to measurable project outcomes or KPIs

Category	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Total Cost
Licensing Fee	\$ 166,475.25	\$ 166,475.25	\$ 133,832.43	\$ 118,400.40	\$ 118,400.40	\$ 703,583.73
Implementation	\$ 49,250.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 49,250.00
Support & Maintenance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Additional Services	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Cost	\$ 215,725.25	\$ 166,475.25	\$ 133,832.43	\$ 118,400.40	\$ 118,400.40	\$ 215,725.25

Procore Pricing Assumptions

The pricing provided herein is based on the information provided by the Customer in the solicitation, Procore's understanding of said information in the solicitation, and the following assumptions. Should any information and/or assumptions change, Procore reserves the right to make any adjustments as it deems appropriate.

- **Actual Construction Volume (ACV)** means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during the Subscription Term identified on this Order.
- ACV Cap: \$375M (Over 5 years) *See breakdown of years in pricing below
- The Procore products included in this RFP include the following. All other Procore products are specifically excluded:
 - Project Financials
 - Tools: Budget, Change Events, Change Orders, Commitments, Direct Costs, Maps, Funding, Project Status Snapshots
 - Invoice Management
 - Tools: Invoicing, Maps
 - Portfolio Planning
 - Tools: Planning, Cost Catalog, Drawings, Estimating, Takeoffs
 - Procore Analytics (2.0)
 - Tools: Maps, Procore Analytics
 - Quality & Safety
 - Tools: Action Plans, Daily Log, Forms, Incidents, Inspections, Maps, Observations, Photos, Schedule
 - Project Management Pro
 - Tools: Helix, Correspondence, Daily Log, Drawings, Emails, Equipment Register, Maps, Meetings, Photos, Punch List, RFI, Schedule, Specifications, Submittals, Timecard, Transmittals
- Annual Recurring Fees:
 - Year 1: \$166,475.25 (100M ACV); \$49,250 (Implementation - One time fee)
 - Year 2: \$166,475.25 (100M ACV)
 - Year 3: \$133,832.43 (75M ACV)
 - Year 4: \$118,400.40 (50M ACV)
 - Year 5: \$118,400.40 (50M ACV)

- The Annual Recurring Fees shown herein are firm and fixed as stated. Said fees are based on the ACV cap and products listed herein. If changes occur to any of these areas, Procore reserves the right to adjust pricing accordingly.
- Procore Professional Services are included for the first year and can be seen in the statement of work attached to this pricing sheet.
- The pricing provided herein does not include taxes, if such are applicable.

Procore Professional Services Assumptions

Procore's Professional Services deliverables provided herein are based on the information provided by the Customer in the solicitation, Procore's understanding of said information in the solicitation, and the following assumptions. Should any information and/or assumptions change, Procore reserves the right to make any adjustments as it deems appropriate.

- Customer must contract directly with any third party as may be applicable for this opportunity.
- Procore is not responsible for any deliverables, responsibilities, or performance, timely or otherwise, of any third party, if such is applicable to this opportunity. All such matters must be resolved solely between the Customer and said third party.
- Procore must be able to perform a formal scoping/discovery with the Customer before providing deliverables for integration interface with an external platform.
- Customer must provide to Procore the proper requirements, data dictionaries, unique IDs, and any such deliverables required by Procore to perform its deliverables as agreed to.
- If applicable for this opportunity, Procore may share with Customer the types of resources that will engage for its opportunity. Procore does not dedicate or assign named or specific employees to any Customer opportunities.
- Staff augmentation is specifically excluded from this engagement.
- All implementation and training will be conducted virtually unless otherwise stated in a Procore Custom Statement of Work.
- Customer is responsible for all configuration and data entry in the Procore unless otherwise stated in a Procore Custom Statement of Work.
- Once all purchased hours are utilized by Customer, Customer must purchase additional hours for all items, including but not limited to Remote Administrative Services (RAS).
- Procore is a multi-tenant platform. As such, Procore does not provide a resource(s) to configure custom environment requests.
- Customer shall communicate all information to its personnel as appropriate. Procore is not responsible for any delay, scheduling change, or disruption associated with any such misalignment by Customer.
- User Acceptance Testing is specifically excluded from this engagement.
- Customer's acceptance of Procore begins upon installation of the Procore software.
- Any deliverables not defined herein are out of scope.



Procore Terms and Conditions Governance Letter

Procore Technologies, Inc. would like to thank **the City of Bentonville** for allowing us to participate in the current RFP process. We noted the RFP documentation (including but not limited to attached Exhibits, Addenda, Attachments, etc.) references certain terms intended to govern the provisions of **the City of Bentonville's** engagement with Procore and Procore's products and services if Procore is awarded the bid; however Procore is unable to agree to such provisions "as is."

Procore has specific terms drafted to suit the technical intricacies and structure of the Procore Software-as-a-Service (SAAS) platform, as well as Procore's operations more generally. Given that fact, Procore can agree to work with **the City of Bentonville** to establish applicable terms to govern the relationship by utilizing Procore's Subscription & Services Agreement (SSA) as the base agreement for this engagement, a copy of which is available [here](#).

Additionally, Procore has specific terms drafted to suit the technical intricacies and structure of the Procore Services and can agree to work with **the City of Bentonville** to establish the applicable deliverables and terms in the Statement of Work (SOW) for this engagement.

We want to thank you again for the opportunity to participate in this RFP, and we look forward to partnering with you to meet your business objectives.

Sincerely,

Procore Technologies, Inc.

Appendix A

DocuSign Envelope ID: 7EA88416-993A-4995-B0A6-945AB706ED83



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: Procore Technologies, Inc.

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
BF
Initials

Appendix B



NON-COLLUSION AFFIDAVIT

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

State of CALIFORNIA

County of SANTA BARBARA

I, Bill Fleming (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 Proposer and/or contractor submitting the Sealed Proposal 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 Proposers and between Proposers 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 Proposals to which this statement is attached;
2. They are fully aware of the facts and circumstances surrounding the making of the Proposal 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 Proposals;
3. Neither the Proposer/contractor nor anyone subject to the Proposer/contractor's direction or control has been a party;
 - a. to any collusion among Proposers in restraint of freedom of competition by agreement to proposal 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 Proposers 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: _____

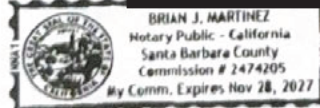
Title (of Authorized Representative/Agent): SVP, Corporate Controller

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 22ND day of AUGUST, 2025

Notary Public Signature: _____ My commission expires: NOV. 28, 2027

Seal:



BRIAN MARTINEZ,
NOTARY PUBLIC



Execution of Proposal & Acknowledgement of Addenda

DocuSign Envelope ID: 7EA884 16-993A-4995-B0A6-945AB706ED83



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): Procure Technologies, Inc.	PHONE NUMBER: 866-477-6267	EMAIL: vendorregistration@procure.com
BUSINESS STREET ADDRESS: 6309 Carpinteria Ave.	CITY: Carpinteria	STATE: CA ZIP: 93013
SIGNATURE OF AUTHORIZED PERSON	DATE: 08/25/25	
PRINTED OR TYPED NAME: Bill Fleming	TITLE: SVP, Corporate Controller	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
1	BF
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX C

RFP-25-65 CITY OF BENTONVILLE 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 3, 2025

NOTICE

Capital Improvement Project Management Software REQUEST FOR PROPOSALS (RFP)-25-65

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured software provider to furnish a comprehensive Capital Improvement Project (CIP) management solution. The selected software must support the City's planning, budgeting, and execution of capital improvement initiatives, including management of both services and consulting across procurement, tracking, and usage modules for the City of Bentonville Water Utilities 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 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 August 28, 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 August 22, 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-25-65	Date of Issuance:	August 3, 2025
Brief Description:	Capital Improvement Project Management Software		
Agency:	The City of Bentonville, Arkansas: Water Utilities Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	August 28, 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, August 28, 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 – 2 nd Floor 1000 SW 14 th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	<u>Outer packaging</u> must be sealed and properly marked with the following information: <ul style="list-style-type: none"> • Proposal Number: RFP-25-65 • 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-2 nd Floor 1000 SW 14 th 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 August 22, 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 (<i>Must match W-9</i>):	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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



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SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured software provider to furnish a comprehensive Capital Improvement Project (CIP) management solution. The selected software must support the City's planning, budgeting, and execution of capital improvement initiatives, including management of both services and consulting across procurement, tracking, and usage modules for the City of Bentonville Water Utilities 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 for a maximum term not to exceed three (3) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 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:

B Advertisement Published, Requesting Proposals: August 3, 2025

B **Deadline to Submit Questions: August 22, 2025 (4:30 PM CST)**

B **Deadline to Submit Proposals: August 28, 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.

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



SCOPE OF WORK

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured software provider to furnish a comprehensive Capital Improvement Project (CIP) management solution. The selected software must support the City's planning, budgeting, and execution of capital improvement initiatives, including management of both services and consulting across procurement, tracking, and usage modules for the City of Bentonville Water Utilities 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 for a maximum term not to exceed three (3) years.

Given the scale of the City's \$100 million first-year Capital Improvement Plan, the solution must be capable of rapid integration and implementation, ensuring minimal disruption to ongoing projects. The City anticipates a multi-year agreement, structured as a tiered contract, with primary emphasis on Year 1, followed by scaled support for Year 2 (\$100m) and Year 3 (\$75m). Vendors should clearly outline the total cost for the three-year term, including any tiered pricing models and options for renewal, expansion, and initial integration.

Project Context:

- The solution will serve the City's Capital Improvement Program - including new facilities, infrastructure upgrades, and major renovations.
- It shall support end-to-end project lifecycle processes: capital planning, budgeting, design, procurement, construction, commissioning, and closeout

Minimum Capabilities:

The software capabilities shall include but not be limited to:

1. Portfolio & Project Planning
 - a. Manage and monitor a multi-year CIP portfolio with integrated budgeting, funding allocation, and timeline management
2. Cost & Schedule Control
 - a. Centralized tracking for project costs, budget variations, cost change orders, and formal schedule management including critical-path analysis
3. Document & Drawing Management
 - a. Store and version-control contracts, drawings, specifications, and bid documents with automated workflows and audit trails.
 - b. Integration with Microsoft Outlook to support calendar synchronization, task tracking, and email communication logging.
4. Workflow Automation & Approvals
 - a. Configurable workflows for funding approval, bid reviews, change management, and stakeholder notifications
5. Reporting & Dashboards
 - a. Customizable dashboards reporting CIP progress, financial metrics, schedule status, risks, and compliance trends.



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- b. Configurable dashboards and role-based access to ensure both internal teams and external partners (e.g., vendors, contractors) have appropriate visibility into relevant project data.
6. Integration & Interfaces
 - a. Seamless integrations with municipal systems such as ERP/Finance, GIS, and permitting platforms for data consistency.
 7. Mobile Access
 - a. Field-capable mobile application for project inspections, data entry, and real-time updates.
 8. Training & Support
 - a. Comprehensive training (live and online), plus tiered ongoing support and implementation assistance.
 9. Demonstration Requirement
 - a. Vendors may be asked to provide a live demonstration/interview during evaluation, centered on capital project planning, cost/schedule control, document workflows, performance tracking, and mobile field

Intent & Evaluation Focus:

The City seeks a scalable, cloud-based solution tailored to CIP delivery—designed for public-sector rigor, transparency, and accountability. Proposals will be evaluated on:

- Ability to handle multi-year capital programs
- Strength of budgeting and cost control features
- Robust document management and workflow automation
- Reporting flexibility and transparency
- Implement and deploy a robust, modular architecture that delivers core functionality immediately while enabling seamless integration, adaptive workflows, and modular scalability to support current and upcoming projects.
- Provide a phased timeline (e.g., discovery, configuration, pilot, full deployment, and post-implementation optimization) with specific milestones and estimated durations.
- Confirm during rollout that key functional features are fully operational and that training/stabilization support is scheduled in the timeline.



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.



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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 (Software Demo):

Initial Demonstration:

Proposers shall make a simple demonstration of the software solution available to the City as part of their initial Proposal. The Proposer may choose to include a demonstration in their Proposal (via USB Flash Drive, CD, or reputable shareable link). Initial Demonstrations should be no longer than 30 (thirty) minutes.

Final Demonstration:

Top-rated Proposers will be required to provide a more in-depth and complex demonstration to fully convey the functionality and attributes of the software. The Proposers which final demonstrations are requested from may choose to send the demonstration to the City (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.



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-25-65
 - **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.



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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 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.



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21. Timeline: The City intends to award the contract at the September 23, 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.



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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.



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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**



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APPENDIX B
NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)



NON-COLLUSION AFFIDAVIT

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

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 Proposer and/or contractor submitting the Sealed Proposal 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 Proposers and between Proposers 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 Proposals to which this statement is attached;
2. They are fully aware of the facts and circumstances surrounding the making of the Proposal 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 Proposals;
3. Neither the Proposer/contractor nor anyone subject to the Proposer/contractor's direction or control has been a party;
 - a. to any collusion among Proposers in restraint of freedom of competition by agreement to proposal 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 Proposers 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:



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APPENDIX C
PRICING MODEL
(REQUIRED RESPONSE DOCUMENT)



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APPENDIX C: PRICING MODEL

(REQUIRED RESPONSE DOCUMENT)

Proposers should state within the pricing model:

- Fixed Price: A one-time cost for the entire project
- Time and Materials: Charges based on actual labor and material costs
- Unit Pricing: Per-unit costs for products or services
- Tiered Pricing: Different pricing packages based on volume or service levels
- Performance-Based Pricing: Costs linked to measurable project outcomes or KPIs

Category	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Total Cost
Licensing Fee	\$	\$	\$	\$	\$	\$
Implementation	\$	\$	\$	\$	\$	\$
Support & Maintenance	\$	\$	\$	\$	\$	\$
Additional Services	\$	\$	\$	\$	\$	\$
Total Cost	\$	\$	\$	\$	\$	\$

APPENDIX D

RFP-25-65 Evaluation

CITY OF BENTONVILLE PURCHASING AND COMPLIANCE OFFICE

RFP-25-65

Project Management Software

PROPOSERS SELECTED FOR INTERVIEW EVALUATION	SELECTION COMMITTEE MEMBERS					TOTAL (auto calc)
	Committee Member #1	Committee Member #2	Committee Member #3	Committee Member #4	Committee Member #5	
Systemates, Inc	24	32	25	37	28	146
PMWEB	22	28	22	35	26	133
Solution Guidance Corporation	22	27	21	27	25	122
Procore Technologies, Inc	26	33	34	32	30	155
SCORE SUMMARY		TOP 3 RATED FIRMS				
Systemates, Inc	146				1 Procore Technologies, Inc	
PMWEB	133				2 Systemates, Inc	
Solution Guidance Corporation	122				3 PMWEB	
Procore Technologies, Inc	155					
		Results Tabulated On: 10/07/2025				
		Evaluation Committee Meeting: Not held for tabulation; will be conducted if necessary.				
		Notes:				
purchasing@bentonville.com - (479) 271-3115 - www.bentonville.com						

EVALUATION VERIFICATION


 Meghan Dillard
 Purchasing and Compliance Specialist


 Kelsi Frederick
 Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH PROCORE IN THE AMOUNT OF FIVE-HUNDRED ELEVEN THOUSAND TWO-HUNDRED EIGHTEEN DOLLARS AND EIGHTY CENTS (\$511,218.80) FOR THE PURCHASE OF PROJECT MANAGEMENT SOFTWARE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Water Utilities (Sewer Rehab) Department needs to purchase Capital Improvement Project Management Software.

WHEREAS, this agreement would allow the use of the software with a total construction value of \$300 million to be used over the three-year contract.

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Procore for Project Management Software in an amount not to exceed Five-Hundred Eleven Thousand Two-Hundred Eighteen Dollars and Eighty Cents (\$511,218.80).

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



Consent Agenda Item

For the City Council meeting on January 27, 2026

Details

Property Line Adjustment: West 1/2 of Lot 4 and East 1/2 of Lot 5, Block 1, Lincoln and Rice Addition, Creating Lot 18, Block 1, Lincoln and Rice Addition. 612 Northeast 2nd Street, PLA25-0037.

A Property Line Adjustment of West 1/2 of Lot 4 and East 1/2 of Lot 5, Block 1, Lincoln and Rice Addition, Creating Lot 18, Block 1, Lincoln and Rice Addition. The plat is dedicating a 15-foot-wide utility easement along Northeast 2nd Street.

Legend

 Pending PC Item



D

C

B

NE 2ND ST

1

5

4

17

PLA25-0037

15

1

Out Lot 16

NE E ST

NE F ST

8

14

8

9

10

16

21

18

E CENTRAL AVE

SE F ST

PLA25-0037

**Lincoln & Rice Block 1 Lots 4 & 5 Creating Lot 18
Property Line Adjustment**



SURVEY DESCRIPTION:

THE EAST-HALF (E 1/2) OF LOT 5 AND THE WEST-HALF (W 1/2) OF LOT 4, BLOCK 1, LINCOLN AND RICE ADDITION, AN ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, PLAT RECORD B AT PAGE 101.

ZONING INFORMATION:

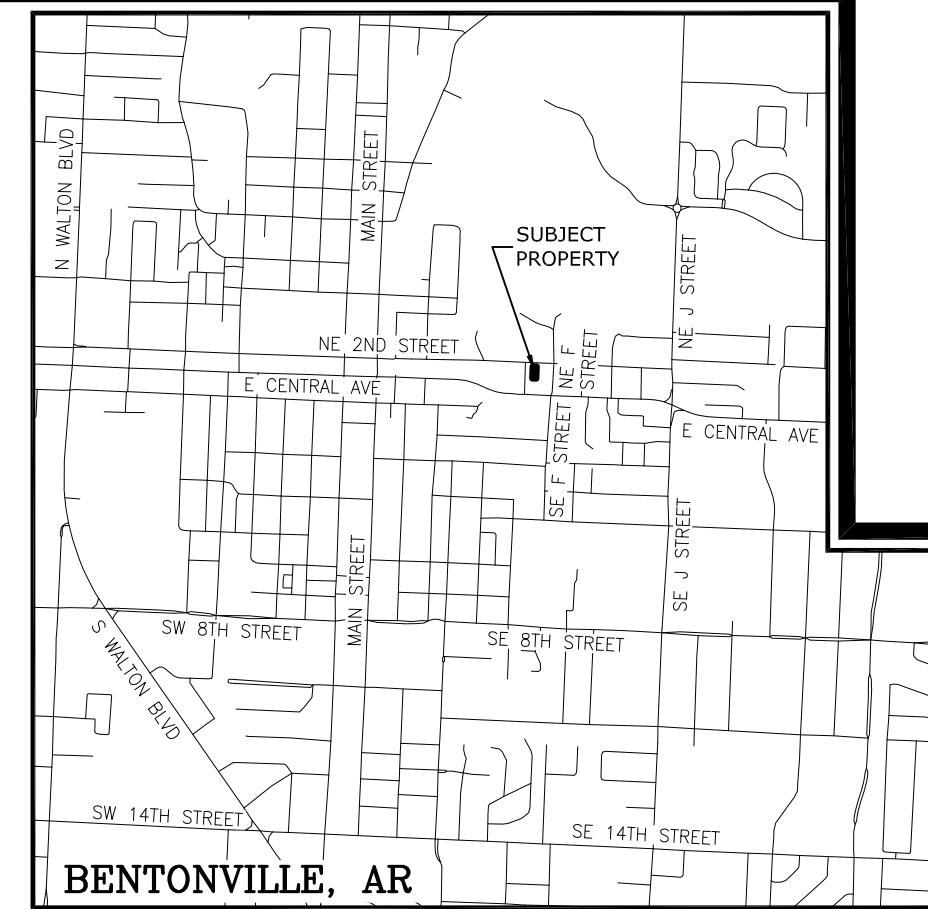
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT [HTTP://WWW.BENTONVILLEPLANNING.COM/](http://www.bentonvilleplanning.com/) OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

FLOOD INFORMATION:

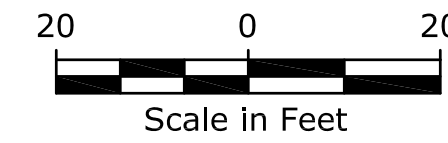
THE SUBJECT PROPERTY IS WITHIN ZONE X OF THE 100 YEAR FLOOD ZONE.

MAP NUMBER:05007C0255K
MAP REVISED: JUNE 5, 2012

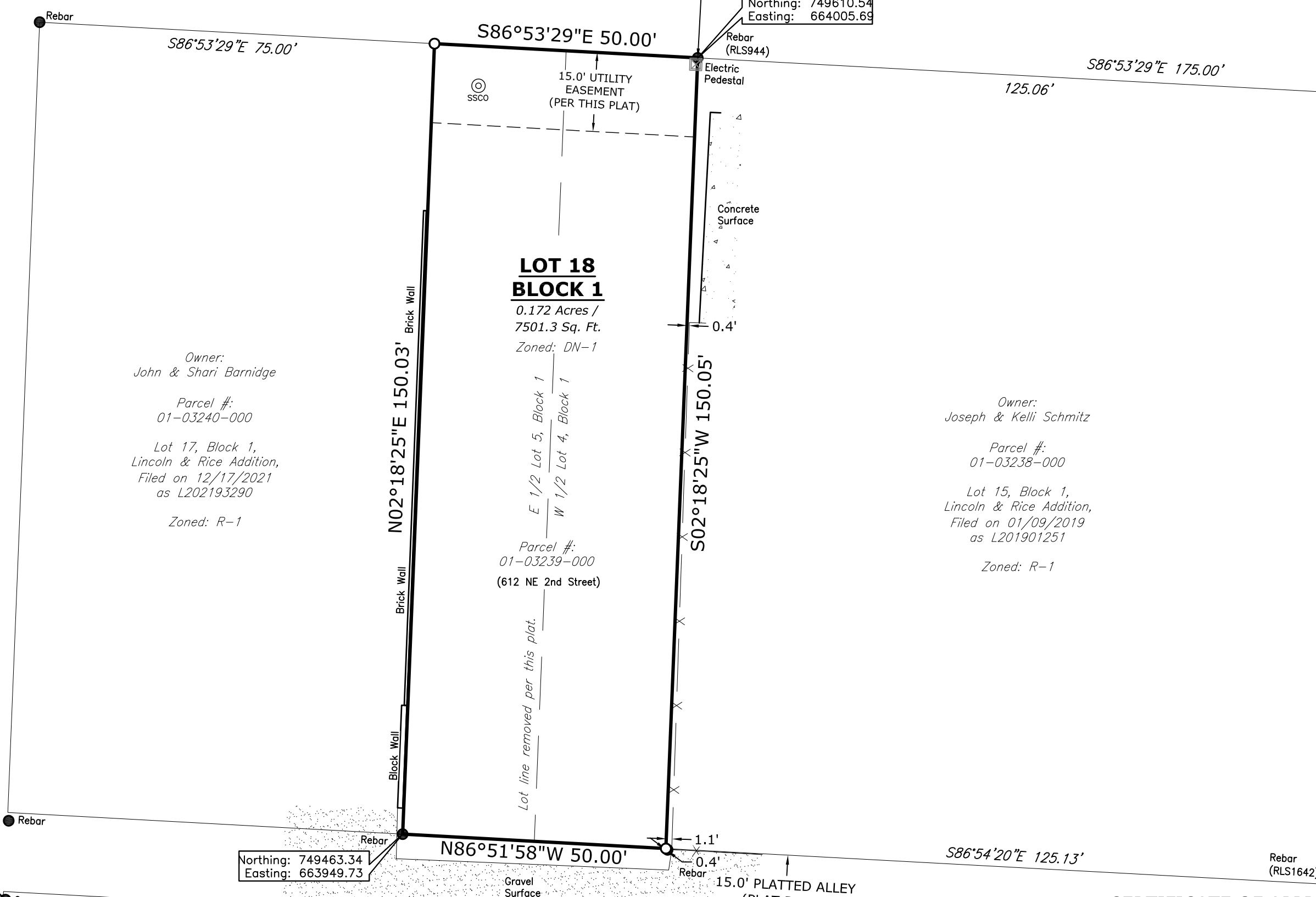
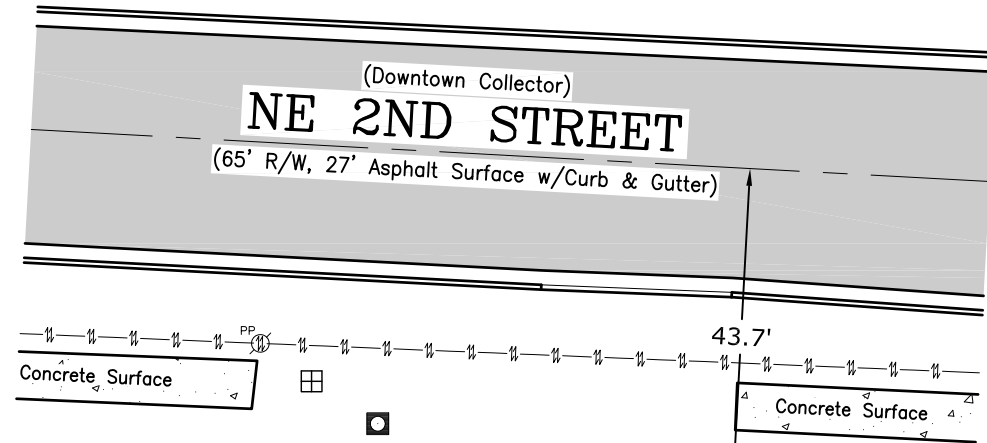
PROPERTY LINE ADJUSTMENT OF W 1/2 OF LOT 4 AND E 1/2 OF LOT 5, BLOCK 1, LINCOLN AND RICE ADDITION, CREATING LOT 18, BLOCK 1, LINCOLN AND RICE ADDITION



VICINITY MAP
N.T.S.



BASIS OF BEARING:
GRID NORTH, STATE PLANE COORDINATE SYSTEM,
ARKANSAS NORTH ZONE (0301), NAD 83 (2011)



CERTIFICATE OF SURVEYING ACCURACY

I, ANTHONY P. ANDERSON, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLANS HAVE BEEN MET.

PRELIMINARY

DATE OF EXECUTION _____ (SIGNATURE) _____
REGISTERED LAND SURVEYOR
NO. _____ STATE OF ARKANSAS

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNER(S) OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

GABRIEL & CECELIA STULTZ
(SOURCE: WARRANTY DEED, L202510152)

DATE OF EXECUTION _____ (SIGNATURE) _____ (TITLE & PRINTED NAME)
DATE OF EXECUTION _____ (SIGNATURE) _____ (TITLE & PRINTED NAME)

STATE OF ARKANSAS
COUNTY OF _____
SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY _____, 20____
NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

BENTONVILLE PLANNING COMMISSION CHAIRMAN
DATE OF EXECUTION _____ (SIGNATURE) _____
MAYOR OF BENTONVILLE
DATE OF EXECUTION _____ (SIGNATURE) _____
CITY CLERK, CITY OF BENTONVILLE
DATE OF EXECUTION _____ (SIGNATURE) _____

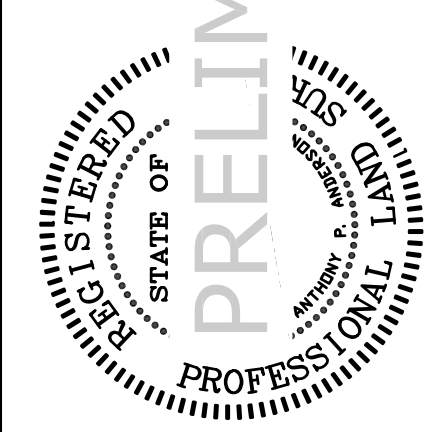
ATLAS PAGE: 362
CITY OF BENTONVILLE
PROJECT #: PLA25-0037

LEGEND

- BOUNDARY LINE
- LOT LINE
- CENTER LINE
- COMPUTED POINT
- EXISTING RR/SPIKE
- EASEMENT LINE
- BUILDING SETBACK LINE
- SET MAG NAIL
- EXISTING NAIL
- REMOVED LOT LINE
- POWER POLE
- EXISTING FENCE
- WATER METER
- ELECTRIC/TELEPHONE PEDESTAL
- GAS METER
- LIGHT POLE
- SET 1/2"x18" REBAR
- EXISTING IRON PIN
- ⊕ COMPUTED POINT
- ⊖ EXISTING RR/SPIKE
- ⊗ SET MAG NAIL
- ⊘ EXISTING NAIL
- ⊙ POWER POLE
- ⊚ EXISTING FENCE
- ⊛ WATER METER
- ⊜ ELECTRIC/TELEPHONE PEDESTAL
- ⊝ GAS METER
- ⊞ LIGHT POLE

NOTES:

- WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS LOT SPLIT PURSUANT TO MUNICIPAL CODE SECTION 401.12.
- THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
- NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.



ANDERSON SURVEYING INC.
Arkansas -- Oklahoma
P.O. Box 129
Van Buren, AR 72957
(479)-474-4247
Fax (479)-410-5333
tony@and-survey.com

BENTONVILLE, BENTON COUNTY, ARKANSAS
PROPERTY LINE ADJUSTMENT
W 1/2 OF LOT 4 & E 1/2 OF LOT 5,
BLOCK 1, LINCOLN AND RICE ADDITION

FOR USE BY:
GABRIEL & CECELIA STULTZ
612 NE 2ND STREET
BENTONVILLE, ARKANSAS

DATE: 01-05-2026
JOB NO: 25-11-30
SCALE: 1" = 20'

CA 1691 Expires 12/31/2027

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF WEST 1/2 OF LOT 4 AND EAST 1/2 OF LOT 5, BLOCK 1, LINCOLN AND RICE ADDITION CREATING NEW LOT 18, BLOCK 1 OF LINCOLN AND RICE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PLA25-0037)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of WEST 1/2 OF LOT 4 AND EAST 1/2 OF LOT 5, BLOCK 1, LINCOLN AND RICE ADDITION creating new LOT 18, BLOCK 1 OF LINCOLN AND RICE ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 20, 2026;

WHEREAS, said property line adjustment is attached hereto as Exhibit “A”;

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of WEST 1/2 OF LOT 4 AND EAST 1/2 OF LOT 5, BLOCK 1, LINCOLN AND RICE ADDITION creating new LOT 18, BLOCK 1 OF LINCOLN AND RICE ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment;

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



Consent Agenda Item

For the City Council meeting on January 27, 2026

Details

Lot Split: Parcel Number 01-07964-060, Creating Lots 1 and 2 of Danielle's Place. 612 5927 SW Barron Rd, LS25-0037.

A Lot Split of Parcel Number 01-07964-060, Creating Lots 1 and 2 of Danielle's Place. The plat is dedicating a total of 1.65 acres along SW Barron Rd and SW Regional Airport Blvd.



PC Item

SW OPAL RD



SW BARRON RD

Creating Tracts
1 and 2 Barron
Road LLC Sub

SW REGIONAL AIRPORT BLVD

SW LEE LN



LS25-0037

**Creating Tracts 1 and 2 Barron Road LLC Subdivision
5927 SW BARRON RD**



As-Provided Original Parent Tract Description (Inst. L202547329)

A part of the Southwest Quarter (SW1/4) of Section 16, Township 19 North, Range 31 West, Benton County, Arkansas, being more particularly described as follows:

Beginning at the Southwest Corner of Section 16, Township 19 North, Range 31 West, thence North, 1317.9 feet along the West Line of said Section 16, said West line being the centerline of an existing county road, to a point; thence leaving said centerline, S87°32'E, 1000.1 feet along the North line of the SW1/4 SW1/4 of said Section 16 to a point; thence S00°54' W, 956.1 feet to a point; thence S88°51'W, 355.6 feet to a point; thence S01°00'W, 313.0 feet to a point, said point lying on the centerline of Arkansas Highway 12; thence along said centerline, N89°54'W, 623.1 feet to the Point of Beginning.

LESS AND EXCEPT all of the above described property contained in Lot 1, Opal Subdivision, as shown on the Plat filed for record in Plat Book 2017 at Page 462 and conveyed to the Benton County School District No. 6 in Special Warranty Deed filed for record in Book 2017 at Page 39481.

Subject to easements, right-of-ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

Lot 1 Description (This Plat)

A part of the surveyed and described tract shown in a Boundary Survey Plat recorded in Benton County Plat Record Book K, Page 210, April 24, 1972 in the Southwest Quarter (SW1/4) of Section 16, Township 19 North, Range 31 West, 5th Principal Meridian, Benton County, Arkansas, being surveyed and described as follows: COMMENCING at the southwest corner of said SW1/4, thence along the west line of said Section 16, North 02°14'46" East, 311.73 feet; thence South 87°45'14" East, 26.31 feet to a 5/8" iron pin set with PLS #1519 cap at the POINT OF BEGINNING; thence continuing South 87°45'14" East, 602.31 feet to a 5/8" iron pin set with PLS #1519 cap at a corner of said K-210 Tract; thence along an east line of said tract, South 03°14'46" West, 263.56 feet to a 5/8" iron pin set with PLS #1519 cap; thence North 87°15'35" West, 600.32 feet to a 5/8" iron pin set with PLS #1519 cap; thence North 02°49'15" East, 258.36 feet to the point of beginning containing 3.60 acres more or less. Subject to easements, rights-of-way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

Lot 2 Description (This Plat)

A part of the surveyed and described tract shown in a Boundary Survey Plat recorded in Benton County Plat Record Book K, Page 210, April 24, 1972 in the Southwest Quarter (SW1/4) of Section 16, Township 19 North, Range 31 West, 5th Principal Meridian, Benton County, Arkansas, being surveyed and described as follows: COMMENCING at the southwest corner of said SW1/4, thence along the west line of said Section 16, North 02°14'46" East, 311.73 feet; thence South 87°45'14" East, 26.31 feet to a 5/8" iron pin set with PLS #1519 cap at the POINT OF BEGINNING; thence North 02°49'15" East, 1004.64 feet to a 5/8" iron pin set with PLS #1519 cap on the north line of said K-210 Tract; thence along said north line, South 85°17'41" East, 963.88 feet to a 1/2" iron pin found at the northeast corner of said K-210 tract; thence along an east line of said tract, South 03°09'31" West, 956.22 feet to a 1/2" iron pin found at a southeast corner of said tract; thence along a south line of said tract, North 88°54'14" West, 355.60 feet to a 5/8" iron pin set with PLS #1519 cap at a corner of said tract; thence North 87°45'14" West, 602.31 feet to the point of beginning, containing 21.67 acres more or less. Subject to easements, rights-of-way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

Dedicated Right-of-Way Description (This Plat)

A part of the surveyed and described tract shown in a Boundary Survey Plat recorded in Benton County Plat Record Book K, Page 210, April 24, 1972 in the Southwest Quarter (SW1/4) of Section 16, Township 19 North, Range 31 West, 5th Principal Meridian, Benton County, Arkansas, being surveyed and described as follows: BEGINNING at the southwest corner of said SW1/4, thence along the west line of said Section 16, North 02°14'46" East, 1317.90 feet to the northwest corner of said K-210 tract; thence along the north line of said tract, South 85°17'14" East, 35.03 feet to a 1/2" iron pin found; thence continuing along said north line, South 85°17'41" East, 1.40 feet to a 5/8" iron pin set with PLS #1519 cap; thence South 02°49'15" West, 1263.00 feet to a 5/8" iron pin set with PLS #1519 cap; thence South 87°15'35" East, 600.32 feet to a 5/8" iron pin set with PLS #1519 cap on an east line of said tract; thence along said east line, South 03°14'46" West, 55.15 feet to a southeast corner of said tract; thence along a south line of said tract, North 87°07'01" West, 623.10 feet to the point of beginning, containing 1.65 acres more or less. Subject to easements, rights-of-way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

Surveyor's Notes :

SN1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey, building setback line, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.

SN2. Basis of bearings: Arkansas State Plane Coordinate System, North Zone. Vertical Datum: North American Vertical Datum of 1988 (NAVD88).

SN3. This plat represents a Lot split of Parcel Number 01-07964-060, Creating Lots 1 and 2, as well as dedicating a right-of-way tract.

SN4. Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.

SN5. This survey is valid only if the drawing includes the seal and signature of the surveyor.

SN6. The locations of underground utilities as shown hereon are based on such above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.

SN7. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied the surveyor. No abstract of title or title commitment were furnished the surveyor. There may exist other documents which may affect this parcel.

SN8. By graphic scaling only, the surveyed tracts lie completely within "Zone X", areas determined to be outside the 0.2% annual chance floodplain, shown by The Flood Insurance Rate Map Number 05007C0235K map revised June 5, 2012.

SN9. The location and/or existence of utility service lines to the property surveyed are shown hereon or unknown.

SN10. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership, title evidence, or any other facts which an accurate and current title commitment may disclose.

SN11. All building, surface and subsurface, improvements on and adjacent to the site are not necessarily shown.

SN12. No investigation concerning environmental and subsurface conditions, or the existence of underground or overhead containers or facilities which may affect the use of development of this property was made as a part of this survey.

SN14. This property is currently Zoned A-1 by the City of Bentonville. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit <http://www.bentonvilleplanning.com/> or call the Planning Department @ 479-271-3122.

SN15. There are no waivers, variances and/or conditional uses at the time of preparing this plat or plan.

Record Documents used in this survey:

RD1. Warranty Deed recorded in Benton County Inst. L202547329, 08/22/2025, Grantee: Barron Road, LLC, an Oklahoma limited liability company, as the designated Exchange Accommodation Titleholder on behalf of RLP Developments, LLC, an Arkansas limited liability company AND associated Boundary Survey Plat dated 3-16-72 by Donald M. Grisham, R.L.S. No. 293 recorded in Benton County Plat Record Book K, Page 210, April 24, 1972.

RD2. Lot Split Plat dated 2-9-17 by Ricky W. Hill, R.P.L.S. No. 1443 recorded in Benton County Plat Book 2017, Page 462, 06/02/2017.

RD3. Property Line Adjustment Plat dated Jan. 26, 2013 by Donald R. Phillips, R.P.L.S. No. 992 recorded in Benton County Plat Book 2013, Page 162, 03/28/2013.

RD4. Lot Split Plat dated 11/22/08 by Terry L. Ging, R.P.L.S. No. 1301 recorded in Benton County Plat Book 2008, Page 135, 02/27/2008.

RD5. Lot Split Plat revision dated 4/1/21 by David B. Platz, R.P.L.S. No. 1553 recorded in Benton County Inst. L202132884, 04/30/2021.

RD6. Survey Plat dated 03/15/07 by G. Alan Reid, R.P.L.S. No. 1005 recorded in Arkansas Division of Land Surveys Doc. No. 200802270107.

RD7. Utility Easement and Right of Way Grant recorded in Benton County Deed Book 2004, Page 38322, 08-18-2004, City of Bentonville, Arkansas, Grantee.

RD8. Water and Sewer Easement recorded in Benton County Document 97-093692, Oct. 27, 1997, Northwest Arkansas Regional Airport Authority, Grantee.

RD9. Benton County Fairgrounds Addition Final Plat dated 2/22/06 by Robert J. Caster, P.L.S. No. 1370, recorded in Benton County Plat book 2006, Page 368, 03-30-2006.

RD10. Utility Easement recorded in Benton County Inst. L202549048, 09/02/2025, Grantee: The City of Bentonville, Arkansas.

RD11. Utility Easement recorded in Benton County Inst. L202069900, 10/28/2020, Grantee: The City of Bentonville, Arkansas.

City of Bentonville Requirements and Conditions of Approval

1. Owner to contact New Service coordinator (271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays in getting electric service.

2. All structures must maintain a minimum of 20' clearances from all electric lines.

3. No BEUD Electrical Equipment may be located behind a fence
4. BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line will require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.

5. It is the responsibility of the developer to coordinate with the New Service Coordinator 479 271-3139 to determine if equipment is in conflict.

6. It is the responsibility of the developer to pay for any costs associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.

7. This item is not approved until all technical review comments are addressed.

8. Please contact the appropriate department regarding questions with particular comments.

9. No residential lot shall be permitted direct access to a collector or arterial street. All residential subdivision development contiguous to a collector or arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.

10. Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.

11. Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.

12. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.

13. All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications.

14. There may not be fences or any other structures built in any drainage easements.

Owner's Certification

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____

Name and Address: _____

Print Name: _____

STATE OF _____

COUNTY OF _____
Subscribed and sworn before me this ____ day of _____

My commission expires _____

Notary Public

Certificate of Approval:

Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of the said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor City of Bentonville

Signed: _____
City Clerk, City of Bentonville

FILE STAMP

Lot Split of Parcel Number 01-07964-060, Creating Lots 1 and 2 of Danielle's Place

Property Owner:
Barron Road, LLC, an Oklahoma limited liability company, as the designated Exchange Accommodation Titleholder on behalf of RLP Developments, LLC, an Arkansas limited liability company
PO Box 3207
Bentonville AR 72712

Area of Lot 1 = 3.60 Acres +/-
Area of Lot 2 = 21.67 Acres +/-
Area of Dedicated R/W = 1.65 Acres +/-
Total Area = 26.92 Acres +/-

Total Number of Original Lots: 1
Total Number of Resultant Parcels: 2

Rev	Comments	Date
1	ADDRESS CITY OF BENTONVILLE 1ST SUBMITTAL COMMENTS 11/03/2025	11/19/2025
2	ADD EASEMENTS RD11	12/22/2025
3	ADDRESS CITY OF BENTONVILLE COMMENTS 12/29/2025 10:53 AM	12/31/2025
4	ADDRESS CITY OF BENTONVILLE COMMENTS 12/29/2025 2:53 PM	01/06/2026
5	ZONING OF LOTS 1 & 2	01/09/2026

Lot Split of Parcel Number 01-07964-060, Creating Lots 1 and 2 of Danielle's Place

WORK PERFORMED: APPROX. OCTOBER 2025
As-Surveyed Total Area 26.92 Acres +/-
Parcel: 01-07964-060

Barron Road LLC

Mailing Address:
PO Box 3207 Bentonville AR 72712
Inst. L202547329 Zone: A-1

in the SW1/4 Sec. 16 T19N R31W
City of Bentonville, Benton County, Arkansas

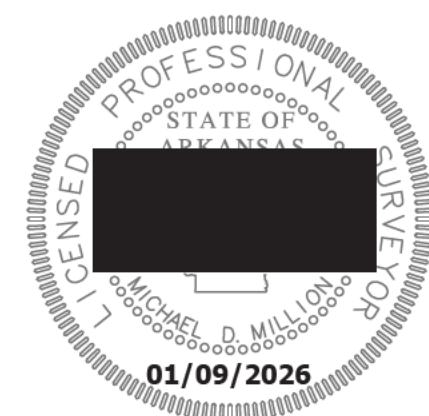
MICHAEL D. MILLION

LAND SURVEYOR

12 NEFFWOOD LANE
BELLA VISTA, AR 72715
PHONE: (479) 571-0654

BELL CONSTRUCTION SOLUTIONS, LLC.
CHUCK BELL: (479) 366-0640
chuck.bell@bellconsolutions.com
P.O. BOX 8
CAVE SPRINGS, AR 72718
PHONE: (479) 366-0640

DRAWN BY: MCW	SCALE: 1"=100'
FIELD CREW: STEVE	DWG: 2521.09
CHECKED BY: MDM/CEB	DATE: 10/24/2025
SHEET <u>1</u> OF <u>2</u>	



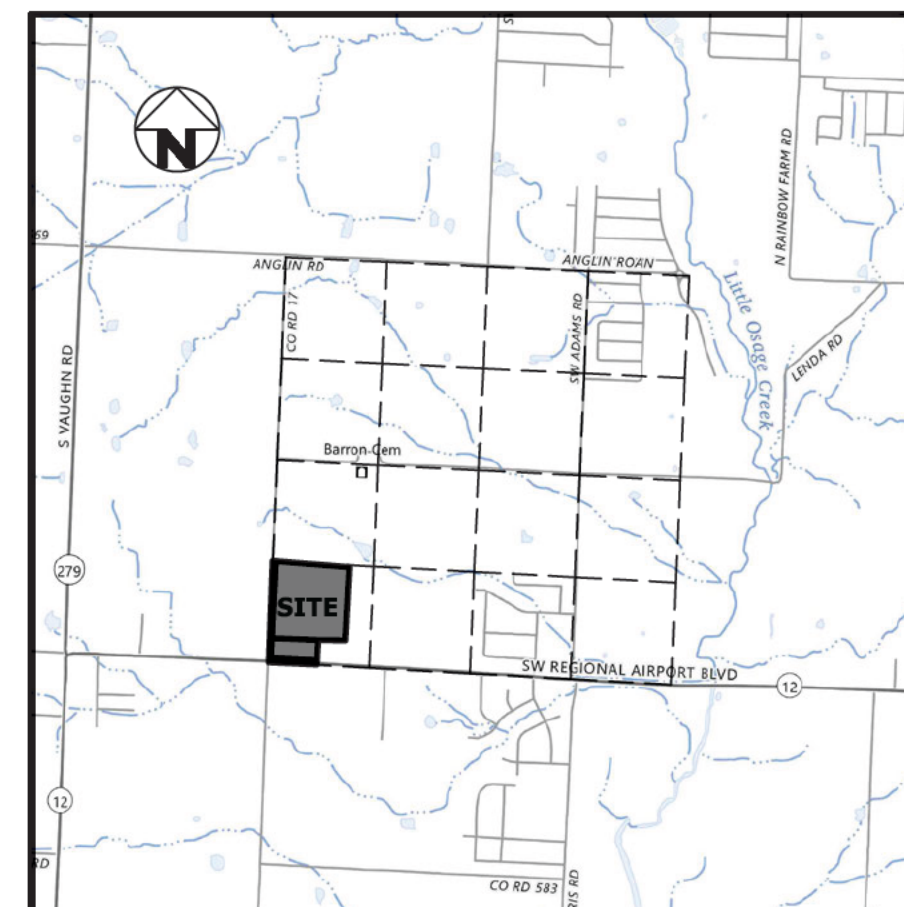
Surveyor's Certificate:

I certify that I have completed a survey of the above-described property. The property lines and corner monuments are to the best of my knowledge and ability, correctly established, and there are no visible encroachments except as shown on this plat. This survey meets the current "Minimum Standards for Property Boundary Surveys", per the state of Arkansas.

01/09/2026

Michael D. Million, P.L.S. No.1519, Arkansas Date

LOCATION MAP
Sec. 16 T19N R31W 5th P.M.
City of Bentonville, Benton County, Arkansas



CITY OF BENTONVILLE ASSIGNED
PROJECT NUMBER (LS25-0037)
PLAT CODE: 500-19N-31W-0-16-330-04-1519

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF PARCEL NUMBER 01-07964-060
CREATING NEW LOTS 1 AND 2 OF DANIELLE'S PLACE TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS25-0037)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of PARCEL NUMBER 01-07964-060 creating new LOTS 1 AND 2 OF DANIELLE'S PLACE to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 20, 2026;

WHEREAS, said lot split is attached hereto as Exhibit "A";

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of PARCEL NUMBER 01-07964-060 creating new LOTS 1 AND 2 OF DANIELLE'S PLACE to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk