

CITY OF SPRINGDALE
Committee Agendas
Monday, December 5th, 2022
Tiered Training Room (2nd Floor)
201 Spring Street, Springdale, AR 72764
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. **A Resolution** authorizing the Springdale Police Department to accept a grant for a Crisis Intervention Specialist; and amending the 2023 Budget of the Springdale Police Department. Presented by Frank Gamble, Chief of Police. Pgs. 1-2
2. **A Resolution** to amend the 2022 Budget of the Springdale Police Department to authorize the purchase of a used unmarked vehicle. Presented by Frank Gamble, Chief of Police. Pgs. 3-5
3. **A Resolution** to appropriate funds for the purchase of vehicles and associated vehicle equipment for the Springdale Police Department; and to waive competitive bidding. Presented by Frank Gamble, Chief of Police. Pgs. 6-44

Ordinance Committee by Chairman Mike Overton

4. **A Discussion** on amending Section 110-137 and Section 110-138 of the Code of Ordinances of the City of Springdale, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 45-47

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SPRINGDALE
POLICE DEPARTMENT TO ACCEPT A GRANT FOR A
CRISIS INTERVENTION SPECIALIST; AND AMENDING
THE 2023 BUDGET OF THE SPRINGDALE POLICE
DEPARTMENT.**

WHEREAS, the Springdale Police Department has applied for, and been awarded, a federal grant (Grant Award No. 15JCOPS-22-GG-04043-PPSE), to fund a full-time Crisis Intervention Specialist position;

WHEREAS, the grant provides all funds necessary for the employment of a Crisis Intervention Specialist for a period of two (2) years, and includes all pay and benefits, equipment, and travel and training expenses for the position, all at no cost to the City;

WHEREAS, the Police Department wishes to accept the federal grant and to create the position of Crisis Intervention Specialist; and

WHEREAS, it is in the best interests of the citizens of the City of Springdale that this grant be accepted, and that the Police Department be allowed to employ a Crisis Intervention Specialist consistent with the terms of the grant.

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

1. The Springdale Police Department is hereby authorized to accept the federal grant (Grant Award No. 15JCOPS-22-GG-04043-PPSE), for the purposes of employing a Crisis Intervention Specialist.

2. The 2023 budget of the Springdale Police Department is hereby amended to create the position of Crisis Intervention Specialist, and to fund this position from funds obtained from the federal grant as set forth herein,

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

MEMORANDUM

FROM: Chief Frank Gamble
TO: Colby Fulfer and Mayor Doug Sprouse
DATE: 11-21-22
RE: Acceptance of Federal Grant

In 2022 the Springdale Police Department applied for a grant to fund a full time position for a crisis intervention specialist. Grant award number 15JCOPS-22-GG-04043-PPSE was awarded to the Springdale in the amount of \$182,451.34. This grant award funds a full time position for two years and requires no matching funding. The funding provides \$151,620.71 in for pay and benefits for one employee for two years. It also provides \$16,412.96 for travel and training as well as \$14,417.67 for equipment. We are requesting that the city council allow us to accept this grant and proceed with hiring a full time employee to fill this position. We are currently working with HR to get the job description and pay grade determined.

Respectfully,

A handwritten signature in blue ink that reads "Frank Gamble".

Chief of Police Frank Gamble
Springdale Police Department

RESOLUTION NO. _____

**A RESOLUTION TO AMEND THE 2022 BUDGET OF THE
SPRINGDALE POLICE DEPARTMENT TO AUTHORIZE
THE PURCHASE OF A USED UNMARKED VEHICLE.**

WHEREAS, the Springdale Police Department recently lost the use of one its unmarked vehicles due to an accident;

WHEREAS, the City has received \$28,220.00 in insurance proceeds for the damaged unmarked vehicle;

WHEREAS, the Police Department would like to purchase a used unmarked vehicle with the proceeds from the insurance proceeds received from the damage vehicle; and

WHEREAS, the Police Department requests that the 2022 budget of the Springdale Police Department be amended to allow the transfer of the \$28,200.00 insurance proceeds from the insurance recovery account to the capital vehicle account, to effect the purchase of the used marked vehicle thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2022 budget of the Springdale Police Department be amended to transfer \$28,200.00 from the insurance recovery account to the capital vehicle account, and the Police Department is hereby authorized to purchase a used unmarked vehicle therefrom.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

MEMORANDUM

FROM: Chief Frank Gamble
TO: Colby Fulfer and Mayor Doug Sprouse
DATE: 11-21-22
RE: Transfer from the insurance recoveries account

The Springdale Police Department recently lost one of its unmarked vehicles due to an accident. The vehicle was totaled by the insurance company and we received a check for \$28,220 which was deposited into the insurance recoveries account. I would like to request the transfer of those funds to the capital vehicle account so we can purchase a used unmarked vehicle. The Springdale Police Department would request permission to purchase an unmarked vehicle not to exceed the amount of \$28,220. Please let me know if there are any questions regarding this matter.

Respectfully,

A handwritten signature in blue ink that reads "Frank Gamble".

Chief of Police Frank Gamble
Springdale Police Department



DEPARTMENT FUNDING REQUEST

Department: Springdale Police Department		Date: 11-21-22	
Point of Contact: Frank Gamble		Amount Requested: \$ 28,220.00	
Brief Description of Funding Request: I request to transfer funds from the insurance recoveries account 101-0501-397.00-00 in the amount of \$28,220 to purchase a used unmarked vehicle. <i>Would be transferred to capital vehicle account (101-0501-421.80-31)</i>			
IS IT BUDGETED?			
YES ☐		NO ☒	
If YES, No Action Needed		If NO:	
		Date to be Presented to Committee: <u>12 / 05 / 2022</u>	
☐ \$35,000+	Requires Bid	☐ \$0 - \$5,000	No Action
Waive Bidding		☒ \$5,000 - \$35,000 Requires 3 Quotes	
☐ Buy Board	☐ Sole Source		
		☐ \$35,000+	Requires Bid
		Waive Bidding	
		☐ Buy Board	☐ Sole Source

Signature: _____

RESOLUTION NO. _____

**A RESOLUTION TO APPROPRIATE FUNDS FOR THE
PURCHASE OF VEHICLES AND ASSOCIATED VEHICLE
EQUIPMENT FOR THE SPRINGDALE POLICE
DEPARTMENT; AND TO WAIVE COMPETITIVE
BIDDING.**

WHEREAS, the Springdale Police Department is in need of purchasing 14 marked police vehicles, as well as the necessary equipment needed in order to ready these vehicles for use;

WHEREAS, the vehicles and a portion of the vehicle equipment are available on the Arkansas buy board which allows the governing body to waive competitive bidding;

WHEREAS, a portion of the vehicle equipment costs was determined by using the bid process pursuant to Arkansas law;

WHEREAS, the Springdale Police Department requests to purchase 14 vehicles from Superior Automotive Group for a total of \$638,260.00 (\$45,590.00 per vehicle);

WHEREAS, it is necessary to purchase certain equipment to ready these 14 vehicles for use by the Police Department, and quotes/bids have been obtained as follows:

Window Tinting (Ozark Tint – quote)	\$ 1,400.00
Vehicle Graphics (Graphics By Mike, Inc. - quote)	\$ 10,371.38
Getac MDTs/Equipment (Midwest Public Safety Group – buy board)	\$ 70,687.40
Other Vehicle Equipment (Superior Auto Group – bid process)	\$130,381.19
TOTAL FOR ALL EQUIPMENT	\$212,839.97

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

1. Competitive bidding is hereby waived for the aforementioned vehicles and associated vehicle equipment which was obtained via the Arkansas buy board.
2. Superior Auto Group was the lowest responsible bidder for the portion of the aforementioned vehicle equipment that was placed out for bid, and therefore is awarded the contract for that particular vehicle equipment.
3. The Mayor is hereby authorized to execute any contracts related to the purchase of the aforementioned 14 vehicles from Superior Automotive Group in an amount not to exceed \$638,260.00, to be paid from the unrestricted General Fund.
4. The Mayor is hereby authorized to execute any contracts related to the purchase of the aforementioned vehicle equipment needed in order to ready the vehicles for use in an amount not to exceed \$212,839.97, to be paid from the unrestricted General Fund.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

MEMORANDUM

FROM: Chief Frank Gamble

TO: Colby Fulfer and Mayor Doug Sprouse

DATE: 11-21-22

RE: Capital vehicle and capital vehicle equipment purchases

Earlier in the year the Springdale City Council authorized the order of 14 marked police units. The Springdale Police Department placed an order for the 14 marked units. The vehicles were on the Arkansas State bid and we will need \$638,260 to purchase the new vehicles. We request that the city council authorize the transfer of \$638,260 from the unrestricted general fund to the capital vehicle equipment fund (101-0501-421.80-31).

We will also need funding to purchase the necessary equipment for these 14 marked police units. We request that the city council authorize the transfer of \$212,839.97 to the capital equipment for vehicles account (101-0501-421.80-32). This amount includes the following items:

\$1,400.00	window tinting
\$10,371.38	vehicle graphics
\$70,687.40	Getac MDTs and equipment (purchased through buy board)
\$130,381.19	all other necessary vehicle equipment (bid process)

During the budget process I advised the city council that we would like to start transitioning from our current out of date MDTs through our new vehicles purchases over the next few years. This why there are Getac MDTs in the list of vehicle equipment. Please let me know if there are any questions.

Respectfully,

A handwritten signature in blue ink that reads "Frank Gamble".

Chief of Police Frank Gamble
Springdale Police Department



DEPARTMENT FUNDING REQUEST

Department: Springdale Police Department		Date: 11-21-22	
Point of Contact: Frank Gamble		Amount Requested: \$ 638,260.00	
Brief Description of Funding Request: Earlier in 2022 the council approved an order for 14 marked patrol units. We request funding to purchase the vehicles in the amount of \$638,260. This funding would go into the capital vehicle account.(101-0501-421.80-31)			
IS IT BUDGETED?			
YES ☐		NO ☒	
If YES, No Action Needed		If NO:	
		Date to be Presented to Committee: <u>12 / 05 / 2022</u>	
☐ \$35,000+	Requires Bid	☐ \$0 - \$5,000	No Action
Waive Bidding		☐ \$5,000 - \$35,000 Requires 3 Quotes	
☐ Buy Board	☐ Sole Source		
		☒ \$35,000+	Requires Bid
		Waive Bidding	
		☒ Buy Board	☐ Sole Source

State Bid

Signature: _____

[Handwritten Signature]

Attn: Springdale Police Department

Invoice: 10242022

Qty	Description	Price Per Unit	Price Total
	<u>2023 Ford Interceptor</u>	\$ 43,995.00	
	Option Spot Light 51R	\$ 425.00	\$ -
	Option Rear Air 17A	\$ 685.00	\$ -
	Option Keyless Entry 55F	\$ 425.00	\$ -
	Rear Tail Lamp Housing	\$ 60.00	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
14		\$ 45,590.00	\$ 638,260.00

Total Cost **\$ 638,260.00**

Jeff Lee
 Fleet and Commercial Sales
 Superior Automotive Group
 490 Hwy 412 East
 Siloam Springs, AR
 Cell: 479-393-8282



DEPARTMENT FUNDING REQUEST

Department:		Date:	
Point of Contact:		Amount Requested: \$	
Brief Description of Funding Request:			
IS IT BUDGETED?			
YES ☐		NO ☐	
If YES, No Action Needed		If NO:	
		Date to be Presented to Committee: ____/____/20____	
☐ \$35,000+	Requires Bid	☐ \$0 - \$5,000	No Action
Waive Bidding		☐ \$5,000 - \$35,000 Requires 3 Quotes	
☐ Buy Board	☐ Sole Source		
		☐ \$35,000+	Requires Bid
		Waive Bidding	
		☐ Buy Board	☐ Sole Source

Signature: _____

Estimate

12/11/2018
Office Phone: 4797172001
ozarktint@gmail.com

Estimate Number: E221027305
Estimate Date: 10/27/2022
Payment Terms: Due On Receipt
Estimate Amount: 1,400.00
Created By: Drew Brannon

Bill To
Springdale Police Department

Ship To
Springdale Police Department

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1002	Window Tint	14.00	100.00		1,400.00

Subtotal: \$ 1,400.00
Estimate Amount \$ 1,400.00

422 S. 40th Street
422 South 40th Street
Springdale, AR 72762
479-756-8845 FAX:479-756-0122

Date	Estimate #
10/27/2022	187

Project

Thank you for your business.	Subtotal	\$9,450.00
	Sales Tax (9.75%)	\$921.38
	Total	\$10,371.38



QUOTE

to purchase from the NCPA 01-97

Remit Check to: Midwest Public Safety Group

C/O US Bank N. A.

TFM P.O. Box 86057

Minneapolis, Minnesota 55486-0573

United States

1-217-855-0082

midwestpublicsafetygroup.org

BILL TO
Springdale Police Dept
Sgt. Mike Bell
201 Spring St.
Springdale, Arkansas 72764
United States

SHIP TO
Sgt. Mike Bell

Estimate Number: WQ11923819

Estimate Date: October 21, 2022

Expires On: November 20, 2022

Grand Total (USD): \$70,687.40

479-756-8200
mbell@springdalear.gov

Products	Quantity	Unit Price	Extended Price
GE-SVTBNFX5Y-5 year Bumper to Bumper GETAC : Bumper-to-Bumper + Extended Warranty - Tablet (Year 1,2,3,4 & 5)	14	\$510.37	\$7,145.18
AM4OT4QA5DBX GETAC : A140 G2 i7-10510U, W/ Webcam, W 10 Pro x64 with 16GB RAM, 256GB PCIe SSD, Sunlight Readable (Full HD IPS + Touchscreen + Stylus), US PC, 8M Rear Camera, WIFI + BT, Hard Handle, LAN, SCrdr 3yb2b.	14	\$3,003.51	\$42,049.14
OHHGTC802 GETAC : A140 Havis Vehicle Docking W/ Bracket (Include 120W vehicle adapter)	14	\$729.37	\$10,211.18
GDKBU9 Getac Rugged Keyboard, 3 year warranty	14	\$216.48	\$3,030.72
C-DMM-3015 HAVIS, INC. : DEVMT.MNTR,DSH,SO,FLP,INUT,2020	14	\$370.82	\$5,191.48
MD-ARM-0603 HAVIS, INC. : Swivel Arm Mount With 6inch Base, 3inch Extension	14	\$102.17	\$1,430.38
C-KBM-202 HAVIS, INC. : DEVMT,KYBRD,ADPTR,UNVMT	14	\$116.38	\$1,629.32



QUOTE

to purchase from the NCPA 01-97

Remit Check to: Midwest Public Safety Group

C/O US Bank N. A.

TFM P.O. Box 86057

Minneapolis, Minnesota 55486-0573

United States

1-217-855-0082

midwestpublicsafetygroup.org

Total: \$70,687.40

Grand Total (USD): \$70,687.40

Notes / Terms

Midwest Public Safety

2665 Harryland Rd.

Decatur, IL 62521

www.midwestpublicsafetygroup.org

217-855-0082

Accepted by: _____

Accepted Date: _____

SIGN IN SHEET
BID OPENING – November 14, 2022
9:00 AM
CITY OF SPRINGDALE
POLICE DEPARTMENT

NAME

COMPANY

Lisa Anderson	SPD
Frank Gamble	SPD
Lester Coger	SPD
Mike Bell	SPD
Jeff Bohannon	SPD
Tony Anderson	SPD

BID OPENING

On the 14th day of November, 2022, at 9:00 a.m., a bid opening was held in the Briefing Room, Springdale Police Department, for the purchase of Patrol Vehicle Equipment.

The meeting was called to order by Lester Cogler.

Bids received are as follows:

Bid 1:
Firm: Superior Auto Group
Address: _____
Bid amount: 130,381.19

Bid 2:
Firm: _____
Address: _____
Bid amount: _____

Bid 3:
Firm: _____
Address: _____
Bid amount: _____

Bid 4:
Firm: _____
Address: _____
Bid amount: _____

Bid 5:
Firm: _____
Address: _____
Bid amount: _____

Bid 6: _____
Firm: _____
Address: _____
Bid amount: _____

SUPERIOR

Not Just Better. Superior.

22-PD103-01

To Whom it may concern,

Please note additional savings listed with options of including parts with vehicle purchase

Additional pricing notes:

*If the equipment is purchased with a vehicle as part of the vehicle purchase.
You could potentially save the sales tax by adding the equipment to the purchase price.
I don't know if this is an option ?*

Jeremy McAllister ,

Superior Auto Group

jmcallister@drivesuperior.com

1-(479)616-4348 cell

**SPRINGDALE POLICE DEPARTMENT REQUEST FOR PROPOSAL
2023 PATROL VEHICLE EQUIPMENT
22-PD103-01**

SUMMARY SHEET

Request for Proposal Issue/Ad Date: October 27, 2022

Request for Proposal Issuing Office: Springdale Police Department

Police Dept. Contact: Sgt. Sgt. M. Bell
479-756-8200 ext. 2729
mbell@springdalear.gov

Mailing Address: City of Springdale, City Clerk's Office
Attention: Denise Pearce, Sgt. M. Bell
206 S. Blair St.
Springdale, AR 72764

Bids Due/Deadline: November 14th, 2022 at 9:00 a.m. local time

The City of Springdale Police Department is seeking sealed bids for vehicle equipment for 2023 Ford Explorer patrol units. Specifications for the equipment are available for pick up from the Springdale City Clerk's Office located at 206 S. Blair St., Springdale, AR 72764 or can be sent by e-mail (preferred). Requests for emailed copies may be sent to: mbell@springdalear.gov with a subject line of "2023 Patrol Vehicle Equipment"

All bids must be marked with the submitting firm's business name and "SPD 2023 Patrol Vehicle Equipment Bid" on the outside of the envelope and must be received in the City Clerk's Office at 206 S. Blair St., Springdale, AR 72764 by 9:00 a.m. on November 14th, 2022.

All bids shall be submitted in accordance with the attached Springdale Police Department specifications and Request for Proposals documents attached hereto.

Each Bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

Note: All Bidders are required to complete the attached document/file "Federal Certification Addendum.pdf". It must be completed by the bidder prior to the bid being accepted.

SPRINGDALE POLICE DEPARTMENT REQUEST FOR PROPOSAL
2023 PATROL VEHICLE EQUIPMENT
22-PD103-01

ADVERTISEMENT

Ad date: October 27, 2022

The City of Springdale Police Department is seeking sealed bids for vehicle equipment for fourteen 2023 Ford Explorer patrol units. Specifications for the equipment are available for pick up from the Springdale City Clerk's Office located at 206 S. Blair St., Springdale, AR 72764 or can be sent by e-mail. Requests for emailed copies may be sent to: mbell@springdalear.gov with a subject line of "2023 Patrol Vehicle Equipment"

All bids must be marked with the submitting firm's business name and "SPD 2023 Patrol Vehicle Equipment Bid" on the outside of the envelope and must be received in the City Clerk's Office at 206 S. Blair St., Springdale, AR 72764 by 9:00 a.m. on November 14th, 2022.

The City of Springdale reserves the right to reject any and all bids and inspect the facility of the winning bidder before awarding.

Denise Pearce
City Clerk/Treasurer
479-756-8200 ext. 1028

SPRINGDALE POLICE DEPARTMENT REQUEST FOR PROPOSAL
2023 PATROL VEHICLE EQUIPMENT
22-PD103-01

SECTION A: GENERAL TERMS & CONDITIONS

The City of Springdale reserves the right to reject any and all bids and inspect the facility of the winning bidder before awarding. Bids submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 the City of Springdale/Springdale Police Department encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, the City of Springdale/Springdale Police Department encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

The City of Springdale/Springdale Police Department reserves the right to reject any and all bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the City of Springdale/Springdale Police Department for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidder seek any recourse of any kind against the City of Springdale/Springdale Police Department because of such rejections. The filing of any bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

1. SUBMISSION OF A BID:

- a. Bids must be submitted in printed form.
- b. Bids will be reviewed following the stated deadline. The names of respondents will only be available after the deadline. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- c. Bidders shall submit a bid based on documentation published by the City of Springdale/Springdale Police Department.
- d. Bids shall be enclosed in sealed envelopes or packages and addressed to City of Springdale, City Clerk's Office, Attention: Denise Pearce, Sgt. M. Bell, 206 S. Blair St., Springdale, AR 72764. The name, address of the submitting firm and "SPD 2023 Patrol Vehicle Equipment Bid" shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- e. Bids must follow the format of the RFP. Bidders should structure their responses to follow the sequence of the RFP.
- f. Bidders shall have experience in work of the same or similar nature, and may be required to provide references that will satisfy the Springdale Police

SPRINGDALE POLICE DEPARTMENT REQUEST FOR PROPOSAL
2023 PATROL VEHICLE EQUIPMENT
22-PD103-01

Department. Bidder may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

- g. Bidder is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City of Springdale/Springdale Police Department to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- h. Bids must be received by November 14th, 2022 at 9:00 a.m. local time.
- i. All Bidders are required to complete the attached document/file "Federal Certification Addendum.pdf".

2. WRITTEN: REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Springdale Police Department to Sgt. M. Bell (mbell@springdalear.gov). Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid/proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. RIGHTS OF THE CITY OF SPRINGDALE/SPRINGDALE POLICE DEPARTMENT IN REQUEST FOR BID PROCESS:

In addition to all other rights of the City of Springdale/Springdale Police Department, under state law, the City of Springdale/Springdale Police Department specifically reserves the following:

- a) The City of Springdale/Springdale Police Department reserves the right to rank firms and negotiate with the highest-ranking firm.
- b) The City of Springdale/Springdale Police Department reserves the right to select the bid that it believes will serve the best interest of the City.
- c) The City of Springdale/Springdale Police Department reserves the right to accept or reject any and all bids.
- d) The City of Springdale/Springdale Police Department reserves the right to cancel the entire request for bid.
- e) The City of Springdale/Springdale Police Department reserves the right to remedy or waive technical or immaterial errors in the request for bid or in bids submitted.

SPRINGDALE POLICE DEPARTMENT REQUEST FOR PROPOSAL
2023 PATROL VEHICLE EQUIPMENT
22-PD103-01

- f) The City of Springdale/Springdale Police Department reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the bid.
- g) The City of Springdale/Springdale Police Department reserves the right to make selection of the Bidder to perform the services required on the basis of the original bid without negotiation.

4. EVALUATION CRITERIA:

The evaluation criteria define the parameters that will be used by the City of Springdale/Springdale Police Department to evaluate and score responsive, responsible and qualified bids. The different evaluation parameters are listed below:

- a) Specialized experience and technical competence of the firm with respect to the type of professional services required.
- b) Capacity and capability of the firm to deliver products or perform the work in question including specialized services, within the time limitations fixed for the completion of the project.
- c) Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines.
- d) Firm's proximity to and familiarity with the area in which the project is located.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City of Springdale/Springdale Police Department, or any work performed in connection therewith, shall be borne solely by the Bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Bidder(s) prior to contract commencement.

6. ORAL PRESENTATION:

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

7. CONFLICT OF INTEREST:

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in Arkansas Code Annotated §14-14-1202.
- b) The Bidder shall promptly notify City of Springdale/Springdale Police Department in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality or services being provided. Such written notification shall identify

SPRINGDALE POLICE DEPARTMENT REQUEST FOR PROPOSAL
2023 PATROL VEHICLE EQUIPMENT
22-PD103-01

the prospective business association, interest or circumstance, the nature of which the Bidder may undertake and request an opinion to the City of Springdale/Springdale Police Department as to whether the association, interest or circumstance would, in the opinion of the City of Springdale/Springdale Police Department; constitute a conflict of interest if entered into by the Bidder. The City of Springdale/Springdale Police Department agrees to communicate with the Bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF BID:

A bid may be withdrawn at any time.

9. LATE BID OR MODIFICATIONS:

- a) Bid and modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be considered. The City of Springdale/Springdale Police Department will not be responsible for misdirected bids. Bidders should contact the City of Springdale City Clerk's Office to insure receipt of their submitted documents prior to opening time and date listed.
- b) The time set for the deadline shall be local time for Springdale, Arkansas on the date listed. All bids shall be received in the City of Springdale City Clerk's Office before the stated deadline.

10. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

- a) The laws of the State of Arkansas apply to any purchase made under this request for bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract
- b) Pursuant to Arkansas Code Annotated §22-9-203 The City of Springdale/Springdale Police Department encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and functions. Also, The City of Springdale/Springdale Police Department encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

11. COLLUSION:

The Bidder, by affixing his or her signature to this bid, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any

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person, firm or corporation making a bid for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA AND JURISDICTION:

- a) The City of Springdale/Springdale Police Department reserves the privilege of auditing a vendor's records as such records relate to purchases between the City of Springdale/Springdale Police Department and said vendor.
- b) Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to The City of Springdale/Springdale Police Department, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (§A.C.A. 25-19-101). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c) Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

- a) Due to the City statutory tort immunity, it doesn't carry liability insurance for such claims. Accordingly, any contract entered into with the successful bidder/candidate may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.
- b) The successful Bidder(s) agrees to indemnify the City of Springdale/Springdale Police Department and hold it harmless and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Bidders prior to submitting a bid on this requirement.

15. PAYMENT AND INVOICING:

The Bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful

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Bidder is responsible for immediately notifying the City Clerk's office of any company name change, which would cause invoicing to change from the name used at the time of the original RFP.

16. CANCELLATION:

- a) The City of Springdale/Springdale Police Department reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of The City of Springdale/Springdale Police Department.
- c) In addition to all other legal remedies available to The City of Springdale/Springdale Police Department, the City of Springdale/Springdale Police Department reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by The City of Springdale/Springdale Police Department.
- d) Any contract entered into with a successful bidder/candidate extending beyond the current budget year (which is the calendar year) is subject to non-appropriation. Accordingly, any contract entered into by the City must provide that in the event no funds or insufficient funds are appropriated for the continuation of the contract, the contract will end as of the last day for which funds were appropriated without penalty to the City of Springdale/Springdale Police Department.

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

- a) The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City of Springdale/Springdale Police Department. If a Bidder intends to subcontract a portion of this work, the Bidder shall disclose such intent in the bid submitted as a result of this RFP.
- b) In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City of Springdale/Springdale Police Department within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City of Springdale/Springdale Police Department, shall include, but not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City of Springdale/Springdale Police Department awarding a bid to a firm that has

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disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

18. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City of Springdale/Springdale Police Department to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City of Springdale/Springdale Police Department specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City of Springdale/Springdale Police Department's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

19. ADDITIONAL REQUIREMENTS:

The City of Springdale/Springdale Police Department reserves the right to request additional services relating to this RFP from the Bidder. When approved by the City of Springdale/Springdale Police Department as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may be necessary.

20. INTEGRITY OF REQUEST FOR BID DOCUMENTS:

Bidders shall use the original RFP form(s) provided by the City of Springdale/Springdale Police Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Bidder to enter a complete response. Any modifications or alterations to the original RFP documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of such RFP response. Any such modifications or alterations a Bidder wishes to propose shall be clearly stated in the Bidder's RFP response and presented in the form of an addendum to the original RFP documents.

21. OTHER GENERAL CONDITIONS:

- a) Bidder must provide the City of Springdale/Springdale Police Department with their bids signed by an employee having legal authority to submit bids on behalf of the Bidder. The entire cost of preparing and providing responses shall be borne by the Bidder.
- b) The City of Springdale/Springdale Police Department reserves the right to request any additional information it deems necessary from any or all Bidders after the submission deadline.
- c) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind, nor does it commit the City of Springdale/Springdale Police Department to pay

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for any costs incurred by Bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this request for bid is at the Bidder's own risk and expense as a cost of doing business. The City of Springdale/Springdale Police Department shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the bid is accepted.

- d) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following request.
- e) Any uncertainties shall be brought to the attention of Sgt. M. Bell immediately via telephone 479-756-8200 ext. 2729 or by e-mail at mbell@springdalear.gov. It is the intent and goal of the City of Springdale/Springdale Police Department to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bid terms.
- f) Any inquiries or requests for explanation in regard to the City of Springdale/Springdale Police Department's requirements should be made promptly to Sgt. M. Bell via e-mail at mbell@springdalear.gov or telephone at 479-756-8200 ext. 2729. No oral interpretation or clarifications will be given as to the meaning of any part of this request for bid. All questions, clarifications, and requests, together with answers, if any will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g) At the discretion of the City of Springdale/Springdale Police Department, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Bidder shall submit an "Authorized Negotiator Form" containing the signature of a duly authorized officer or agent of the Bidder's company empowered with the right to bind and negotiate on behalf of the Bidder for the amounts and terms proposed.
- h) Any information provided herein is intended to assist the Bidder in the preparation of bid necessary to properly respond to this RFP. The RFP is designed to provide qualified Bidders with sufficient basic information to submit bids meeting specifications and/or test requirements, but is not intended to limit a RFP's content or exclude any relevant or essential data.
- i) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Bidder hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

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- j) The successful Bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City of Springdale/Springdale Police Department. In case the successful Bidder signs all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the designee in and to any monies due or to become due to the successful Bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k) The successful Bidder's attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, and the rules and regulations of all authorizes having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, he/she shall herewith report the same in writing to the City of Springdale/Springdale Police Department.
- l) Bidder, contractor(s), subcontractor(s) and all hired staff - whether part time or full time - shall abide by City rules.
- m) All charges should be included on the Official Bid Price Sheet(s) which includes all associated costs (including but not limited to delivery, freight, etc.) for the goods or services being bid.

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SECTION B: VENDOR REFERENCE

The following information is required from all Bidders so all bids may be reviewed and properly evaluated:

Company Name Superior Auto Group
Business Address 490 EAST Hwy 412 Siloam Springs Ar.
Number of years in business 31 How long in present location 23
Total number of current employees 120 Full time X Part time N/A
Number of employees you plan to use to service this contract 4
Full time X Part time _____

Please list local commercial and/or governmental references that you have previously performed similar contract services for within the past five (5) years:

- 1 Company Name: Bentonville Police Dept.
City, State, Zip: Bentonville Ar. 72712
Contact Person: CHIEF SHASTID
Telephone: 479-271-3173
Fax Number: N/A
E-Mail Address: ray.shastid@bentonville-ar.org
- 2 Company Name: Rogers Police Dept.
City, State, Zip: Rogers Ar. 72757
Contact Person: Capt. Russ Allen
Telephone: 479-531-9487
Fax Number: N/A
E-Mail Address: rallen@rogersar.org
- 3 Company Name: City of Fayetteville
City, State, Zip: Fayetteville Ar. 72703
Contact Person: Jessie Beeks
Telephone: 479-444-3495
Fax Number: _____
E-Mail Address: _____

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SECTION C: STATEMENT OF DISCLOSURE AND CONTACT INFORMATION

Bidder must disclose any possible conflict of interest with the City of Springdale/Springdale Police Department, including, but not limited to, any relationship with any City of Springdale/Springdale Police Department employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Springdale/Springdale Police Department employee or City elected official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid to be eligible for consideration.

CHECK ONE OF THE FOLLOWING AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

 X NO KNOWN RELATIONSHIP EXISTS

 RELATIONSHIP EXISTS (Explain Below)

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SECTION D: PRIMARY CONTACT INFORMATION

At the discretion of the City of Springdale/Springdale Police Department, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. Each Bidder shall submit to the City of Springdale/Springdale Police Department a primary contact name, e-mail address, and phone number the City of Springdale/Springdale Police Department can contact for clarification or interview via telephone.

Name of Primary Contact: Jeremy McAllister

Title of Primary Contact: Unit Mgr.

Phone (cell phone): 479-616-4348 Secondary Phone#: 479-524-3151

E-Mail Address: jmcallister@drive.superior.com

Is the primary contact (listed above) able to legally bind contracts? Yes

If no, list a contact that can legally bind a contract for the firm:

Name: _____

Phone (cell phone): _____ Secondary Phone#: _____

E-Mail Address: _____

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SECTION E: SPECIFICATIONS

1. All equipment will be for a **2023 Ford Explorer AWD Police Interceptor SUV with Hybrid system.**
2. All equipment shall be new and of latest model. Used equipment will not be considered.
3. If a vendor wishes to substitute a product, the vendor must furnish a sample of the suggested product to the City of Springdale Police Department and get it approved by the Springdale Police Department Service Division. If the item is approved as an alternate, an addendum will be issued with the approved substitution. All Substitutions must be submitted/approved within 7 working days of bid close.
4. Preference will be given to certified distributors for products. Bidder shall provide documentation of distributorships for manufacturers of items required below.
5. All items must be ordered immediately by the winning bidder after the order is authorized by the City of Springdale. Order confirmation, shipping information, and tracking information shall be provided to the City of Springdale Police Department when items are ordered.
6. If shipment or receipt of any item is delayed, written explanation from the winning bidder shall be provided immediately to the City of Springdale Police Department and will include documentation from the manufacturer, supplier, shipper, etc. confirming the reason(s) for delay and shall include expected shipping dates.
7. All equipment shall be delivered to:

City of Springdale Police Department
Attention: J. Bohannon
201 Spring St.
Springdale, AR 72764

8. The bidder proposes to furnish equipment in accordance with these specifications. Used equipment will not be considered. All items bid shall be newly manufactured, in first class condition, latest model and design. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration

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SECTION F: EQUIPMENT:

- Fourteen (14) Whelen Legacy WC54" GB2SP3BT SMOKED LENSES DUO Light bars With Strap Kit for 2022 PI Utility with Smoked Lenses
 - -Color Pattern Blue / White Dual Front and Blue / Amber Dual Rear
- Fourteen (14) Whelen Core Kits CCTL7
- Twenty Eight (28) Whelen SA315P Siren Speakers
- Fourteen (14) SAK66D Siren Brackets
- Fourteen (14) SAK66P Siren Brackets
- Fourteen (14) CCSRN4DA External Siren Amplifiers
- Twenty Eight (28) Whelen Micron MCRNTB lights
- Fourteen (14) Brooking Industries ST26D B/A lights
- Fourteen (14) Jotto Desk PI Utility Specific Consoles with Printer Housing and all necessary Faceplates for Motorola APX 6500 Radio / Siren/ Light Controls and should be capable of housing a Brother Mobile Solutions PocketJet 7 Plus Engine Only. 300dpi Resolution with USB Interface and paper.
- Fourteen (14) Jotto Internal Cup holders
- Fourteen (14) Jotto Armrests
- Fourteen (14) Jotto AC / 2 USB Power Port Faceplates
- Fourteen (14) P1826UINT20AOSB Progard Pro cells w/ outboard seat belts
- Fourteen (14) Jotto Desk Weapon Mounts for AR type rifle, 475-0850/HCK Single AR
- Fourteen (14) Routers and antennas
 - Antennas SH-IN2440 Panorama Low profile Sharkfin, 5 in 1 Antenna: MiMo 2G/3G/4G LTE, MiMo 2.4/5GHz Wi-Fi, GPS/GNSS, 5m/16 cables for use with IBR600, IBR900, IBR1100
 - Routers MA1-0900600M-NNA Cradlepoint 1-yr NetCloud Essentials for Mobile Routers (Prime) with support and IBR900 router with WiFi (600Mbps modem), no AC power supply or antennas, North America

The city reserves the right to update, change, and remove items if necessary prior to winning bidder placing orders.

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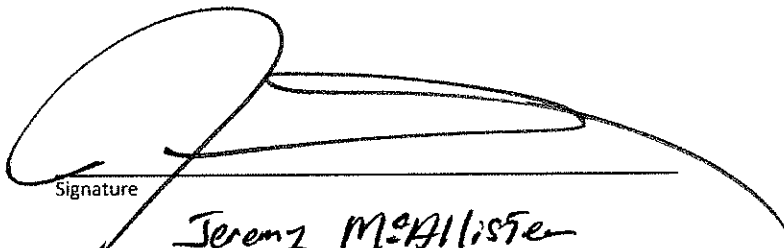
SECTION G: BID SHEET:

The undersigned hereby offers to furnish and deliver the articles or services as specified, at the prices and terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of the offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Bidder and the City of Springdale/Springdale Police Department.

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Superior Auto Group
Company
490 Hwy 412 Siloam Springs Ar 72761
Address City State Zip
479-616-4348
Phone
jmcallister@drivesuperior.com
Email

Equipment Price for all items requested: \$ 119,069.58
Tax: \$ 11,311.61
Grand Total: \$ 130,381.19

11/11/22
Date

Signature
Jeremy McAllister
Printed Name

**FEDERAL CERTIFICATIONS
ADDENDUM FOR CONTRACT FUNDED BY FEDERAL FUNDS**

The following certifications and provisions are required and apply when City of Springdale ("the City") expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the City and

Superior Auto Group [Contractor name] ("Contractor") in all situations where Contractor has been paid or will be paid with federal funds:

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL
AWARDS APPENDIX II TO 2 CFR PART 200**

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when the City expends federal funds, the City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Contractor agree? YES [Signature] Initials of Authorized Representative of Contractor

- B. Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement.**

Pursuant to Federal Rule (B) above, when the City expends federal funds, the City reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. the City also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the City believes, in its sole discretion that it is in the best interest of the City to do so. Contractor will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the contract is terminated for convenience of the City. Any award under this procurement process is not exclusive and the City reserves the right to purchase goods and services from other Contractors when it is in the City's best interest.

Does Contractor agree? YES [Signature] Initials of Authorized Representative of Contractor

- C. Clean Air Act and Federal Water Pollution Control Act.**

Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.

Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.

Pursuant to Federal Rule (H) above, when federal funds are expended by the City, Contractor certifies that during the term of an award for all contracts by the City resulting from this procurement process, Contractor agrees to comply with all applicable requirements as referenced in Federal Rule (H) above.

Does Contractor agree? YES



Initials of Authorized Representative of Contractor

D. Suspension and Debarment.

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Pursuant to Federal Rule (I) above, when federal funds are expended by the City, Contractor certifies that during the term of an award for all contracts by the City resulting from this procurement process, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Contractor agree? YES



Initials of Authorized Representative of Contractor

- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, as amended)- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal awarding agency.**

Pursuant to Federal Rule (J) above, when federal funds are expended by the City, Contractor certifies that during the term and after the awarded term of an award for all contracts by the City resulting from this procurement process, the Contractor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation , renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Does Contractor agree? YES

 Initials of Authorized Representative of Contractor

F. Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by the City, Contractor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any

subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business and Development Agency of the Department of Commerce.

Does Contractor agree? YES

Initials of Authorized Representative of Contractor

G. Access to Records – 2 CFR § 200.337

- 1) The Contractor agrees to provide the City or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Department of Treasury or Inspector General.

Does Contractor agree? YES

Initials of Authorized Representative of Contractor

H. Record Retention Requirements for Contracts Involving Federal Funds

When federal funds are expended by the City for any contract resulting from this procurement process, Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Contractor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Contractor agree? YES

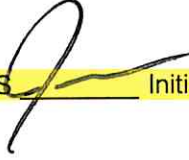
Initials of Authorized Representative of Contractor

I. Domestic Preferences for Procurements – 2 CFR § 200.322

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Contractor agree? YES  Initials of Authorized Representative of Contractor

J. Procurement of Recovered Material

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- 2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Pursuant to Federal Rule (M) above, when federal funds are expended by the City, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Contractor agree? YES  Initials of Authorized Representative of Contractor

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020)

See APPENDIX A

Does Contractor agree? YES  Initials of Authorized Representative of Contractor

ADDITIONAL PROVISIONS

CONTRACT CHANGES OR MODIFICATIONS

Changes: Contractor agrees that in the event of any changes or modifications to the method, price, or schedule of the work, the cost of such changes will be reasonable, allowable, and within the scope of the grant.

Does Contractor agree? YES  Initials of Authorized Representative of Contractor

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the

non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Does Contractor agree? YES [Signature] Initials of Authorized Representative of Contractor

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Does Contractor agree? YES [Signature] Initials of Authorized Representative of Contractor

CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT CONTRACTOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC., AS SPECIFICALLY NOTED ABOVE.

Contractor's Name: Superior Auto Group.

Address, City, State, and Zip Code: 490 E. Hwy 412 Spring Springs FL 32761

Phone Number: 479-666-4348 / 524-3151

Fax Number: NA

Printed Name and Title of Authorized Representative: Jeremy McAllister. CFTI mgr.

Email Address: jmcallister@drive.superior.com

Signature of Authorized Representative:

[Signature]

Date: 11/11/22

APPENDIX A

Contract Provision Regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services

For non-Federal entity awards, recipients and subrecipients, as well as their contractors and subcontractors, may use the following contract provision in new, extended, or renewed contracts and subcontracts.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- (b) Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
 - (1) This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or

permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales



Attn: **SPRINGDALE P.D.**
2023 SPD VEHICLE EQUIP.

8/24/23
JM

Vehicle

PARTS BID 1 veh 22PIU

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN LEGACY WC54" GB2SP3BT SMOKED DUO WSTPK	\$ 2,729.00
1	WHELEN CORE KIT {CCTL7} 1 SPKR INCLUDED AND C399K1	
1	WHELEN SA315P SPKR	\$ 205.85
1	WHELEN SAK66D	\$ 30.00
1	WHELEN SAK66P	\$ 30.00
1	WHELENCEXAMP EXT AMP	\$ 215.91
2	WHELEN MCRNTB	\$ 179.90
1	BROOKINGS ST26D B/A	\$ 97.00
1	JOTTO 425-6508 CONSOLE W/PRINTER MOUNT	\$ 401.00
1	JOTTO 425-3704 CUP	\$ 35.09
1	JOTTO 425-6260 ARM REST	\$ 43.88
1	JOTTO 425-6164 USB/12V	\$ 63.68
1	JOTTO 475-0850/HCK AR	\$ 352.64
1	PRO-GARD P1826UINT20AOSB PRO CELL KIT	\$ 2,771.60
1	PANORAMA SH-IN2440 SHARKFIN ANTENNA KITS	\$ 272.54
1	MA1-0900600M CRADLEPOINT ROUTER	\$ 956.88
		\$ -
		\$ -
	FRIEGHT CHARGES	\$ 120.00

Total Upfit \$ 8,504.97

TAX \$ 807.97

TOTAL \$ 9,312.94

Per Veh.

Don Clark / Jeremy Mcallister
Fleet Director / Upfit
Superior Automotive Group
490 Hwy 412 East
Siloam Springs, AR
Cell: 479-268-1003/ 616-4348



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

MEMORANDUM

FROM: Chief Frank Gamble

TO: Colby Fulfer and Mayor Doug Sprouse

DATE: 11-21-22

RE: Capital vehicle and capital vehicle equipment purchases

Earlier in the year the Springdale City Council authorized the order of 14 marked police units. The Springdale Police Department placed an order for the 14 marked units. The vehicles were on the Arkansas State bid and we will need \$638,260 to purchase the new vehicles. We request that the city council authorize the transfer of \$638,260 from the unrestricted general fund to the capital vehicle equipment fund (101-0501-421.80-31).

We will also need funding to purchase the necessary equipment for these 14 marked police units. We request that the city council authorize the transfer of \$212,839.97 to the capital equipment for vehicles account (101-0501-421.80-32). This amount includes the following items:

\$1,400.00	window tinting
\$10,371.38	vehicle graphics
\$70,687.40	Getac MDTs and equipment (purchased through buy board)
\$130,381.19	all other necessary vehicle equipment (bid process)

During the budget process I advised the city council that we would like to start transitioning from our current out of date MDTs through our new vehicles purchases over the next few years. This why there are Getac MDTs in the list of vehicle equipment. Please let me know if there are any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Frank Gamble'.

Chief of Police Frank Gamble
Springdale Police Department

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 110-137
AND SECTION 110-138 OF THE CODE OF
ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS.**

WHEREAS, Sections 110-137 and 110-138 of the Code of Ordinances of the City of Springdale, Arkansas, contains the provisions and regulations pertaining to the assignment of, and amendment to, street names in the City of Springdale, Arkansas;

WHEREAS, Sections 110-137 and 110-138 of the Code of Ordinances of the City of Springdale, Arkansas, should be amended to revise the procedures pertaining to the assignment of, and amendment to, street names in the City of Springdale, Arkansas; and

WHEREAS, a public hearing was held before the Springdale Planning Commission on December 6, 2022, after notice was given of said hearing as currently required by Section 110-138 of the Code of Ordinances of the City of Springdale, Arkansas.

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

Section 1: Section 110-137 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 110-137. Name and number; ~~assignment~~, review, approval.

- (a) *Official records maintained.* Official records of address numbers shall be maintained by the ~~planning and community development division~~ Information Technology Division (or other staff as appointed by the Mayor). The city council shall have the final authority to change any assignment upon an appeal by any affected party.
- (b) *Proposed names and changes.* All proposed street names and name changes shall be reviewed for continuity with this article by the ~~director of planning and community development~~ Information Technology Division (or other staff as appointed by the Mayor), who shall recommend alternative names when a proposed name duplicates or is so similar to an existing name that confusion could hamper prompt delivery of emergency services. Appeals of street name assignment can be made to the ~~planning commission~~. The city council, who shall have the final authority to change any assignment upon an appeal by any affected party.

(c) Address number assignment, timing. Addresses shall be assigned by the Information Technology Division (or other staff as appointed by the Mayor) as follows:

(1) Residential, Commercial, or Industrial Subdivisions. Addresses shall be assigned within 10 business days of the final plat acceptance by the city council.

(2) Residential, Commercial, or Industrial Developments (Large Scale, Non-Large Scale). Addresses shall be assigned within 10 business days of approval by the planning commission.

(3) All other assignments. All other addresses, including but not limited to: utility meters, suite/unit assignments, out-lot/single lot assignments; once requested, the address(s) shall be assigned within 5 business days unless otherwise prohibited.

(4) Exceptions. Addresses may be assigned to a subdivision or development at any time if the addresses are required as part of a State or Federal review, application, or approval process. Street name approvals, if any, will need to be obtained from the Information Technology Division (or other staff as appointed by the Mayor) prior to address assignment. Once requested, addresses shall be assigned within 10 business days.

(d) No plat establishing street names shall be filed with the county recorder's office prior to obtaining street name approval from the Information Technology Division (or other staff as appointed by the Mayor).

Section 2: Section 110-138 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 110-138. Proposed amendments; hearing, notice.

On any proposed amendments to the regulations in this article or to the street address map, the ~~planning commission~~ City Council shall hold a public hearing, a notice of which shall be ~~published in a local newspaper of general distribution~~ posted on the City's website and on the City's social media platforms at least 15 days prior to the date of the hearing. Following the public hearing, the city council may adopt the amendment or amendments as recommended by the ~~planning commission~~ Information Technology Division (or other staff as appointed by the Mayor) or as determined by a majority vote of the city council.

Section 3: All other provisions of Chapter 110 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _____,
2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney