

RESOLUTION #2024-08

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A THREE-YEAR CONTRACT FOR THE PURCHASE OF REMIX TRANSIT PLANNING SOFTWARE FOR USE BY RAZORBACK TRANSIT, OZARK REGIONAL TRANSIT, AND THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

WHEREAS, Ozark Regional Transit purchased a one-year subscription for REMIX Transit Planning Software in 2017 as part of their Bus Rapid Transit (BRT) Study; and

WHEREAS, In 2018, Ozark Regional Transit requested NWARPC to evaluate renewing the REMIX software license on a regional level in order to provide licensing cost savings and multi-agency use by Razorback Transit, Ozark Regional Transit, and NWARPC; and

WHEREAS, NWARPC Policy Committee passed Resolution No. 2018-04 and No. 2021-03 and entered into a three-year contract with REMIX, as a sole source purchase, to allow Ozark Regional Transit to continue utilizing REMIX and to provide the same software platform between transit agencies and NWARPC for transit planning purposes; and

WHEREAS, Ozark Regional Transit and Razorback Transit have requested NWARPC to renew the license for an additional three years in order continue to utilize REMIX software; and

WHEREAS, Federal funds (80%-20%) are annually available during the contract period in the amount of \$18,512 per year, to be matched annually with one-third shares (\$4,628 total, \$1,542.67 each, per year) by NWARPC, Ozark Regional Transit, and Razorback Transit for a three year cost of \$69,420; and

WHEREAS, Razorback Transit has requested additional scheduling features to be included in the contract renewal; and

WHEREAS, Razorback Transit will cover the additional costs for the scheduling features as well as a one-time \$5,000 implementation fee. The additional cost to Razorback Transit, not including the \$1,542.67 matching fund described above, is \$14,360 for the first year, \$16,360 for the second year, and \$18,859.99 for the third year; and

WHEREAS, the total three-year cost of the contract renewal, including Razorback Transit's additional scheduling features above, is \$124,000.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:

That the Executive Director is authorized to enter into a three-year agreement with REMIX and agrees to prorate the required local match for the Planning features equally between NWARPC, Ozark Regional Transit, and Razorback Transit. The Executive Director agrees Razorback Transit is to cover the additional cost of the additional scheduling features as shown in Exhibit A, which is attached hereto.

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2024

Judge Barry Moehring, Chair, NWARPC

ATTEST: _____

Exhibit A

Remix Contract with additional features for Razorback Transit

	Year 1	Year 2	Year 3	
Total Annual Cost	\$ 37,500.00	\$ 39,500.00	\$ 42,000.00	
Federal share	\$ 18,512.00	\$ 18,512.00	\$ 18,512.00	Federal share remains at 80% of the total cost as if no additional remix features were added to the contract
NWARPC local	\$ 1,542.66	\$ 1,542.66	\$ 1,542.67	NWARPC local share remains at 1/3 of the cost of the local match as if no additional remix features were added to the contract
ORT local	\$ 1,542.67	\$ 1,542.67	\$ 1,542.67	ORT local share remains at 1/3 of the cost of the local match as if no additional remix features were added to the contract
Razorback local	\$ 15,902.67	\$ 17,902.67	\$ 20,402.66	Razorback share increases to cover the cost of the additional remix features; Razorback is responsible for an additional \$5,000 one time scheduling implementation fee (not included in these totals)
Razorback implementation fee	\$ 5,000.00			
		\$ 124,000.00		Total contract cost

**Renewal #2 of the
Remix Services Agreement for Northwest Arkansas Regional Planning Commission**

Remix Technologies LLC (“**Remix**”) and Northwest Arkansas Regional Planning Commission (Springdale, AR) (“**Customer**” and together with Remix, the “**Parties**”) have entered into an agreement titled Remix Services Agreement (the “**Agreement**”) dated as of April 4, 2018 and extended by the Remix License Summary dated April 4, 2021. Upon execution of this Renewal (the “**Renewal**”), the Parties agree to the following:

1. **Renewal.** With effect from May 1, 2024 (the “**Effective Date**”) the Parties hereby agree to extend the duration of the Agreement beyond its original duration from the Effective date for a period of 3 years until April 30, 2027.
2. **Price.** The Parties hereby agree to the following price structure:

Total Contract Value \$124,000 USD / 3 Years

Remix Transit Planning & Scheduling Platform License	<ul style="list-style-type: none">● One-time Scheduling implementation fee: \$5,000● Year 1 Total: \$37,500<ul style="list-style-type: none">○ Planning: \$21,500○ Scheduling: \$16,000● Year 2 Total: \$39,500<ul style="list-style-type: none">○ Planning: \$23,000○ Scheduling: \$16,500● Year 3 Total: \$42,000<ul style="list-style-type: none">○ Planning: \$25,000○ Scheduling \$17,000
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Includes:

- Remix Planning licenses for an unlimited number of users within NWARPC, Ozark Regional Transit, and Razorback Transit.
- Remix Scheduling license for Razorback Transit staff only.
- Software as a Service (SaaS): fully hosted, cloud-based web platform.
- Dedicated Customer Success staff
- Premium Enterprise Support: response to requests in 1 business day

Operations Module Pilot Program Razorback Transit may activate a 6-month pilot for Remix's Operations Module, at no added charge, at any point during the duration of the contract.

Marketing Terms Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.

Additional Services Customer acknowledges that additional services, such as access to Company's (including its affiliates) proprietary technology platform used to establish, monitor, operate and/or manage fixed-route and demand responsive transit networks, may be added to this Agreement at an additional cost during the Term.

Payment Terms

Fees invoiced annually in advance of access, payable in 30 days from the date of invoice.

3. Conflicts, Use of Terms, Governing Law. Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Renewal will be governed by the same law as the Agreement.

Remix Technologies LLC

Northwest Arkansas Regional Planning Commission

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Remix Billing Information

Customer Billing Information

Attn

Accounts Receivable

Attn

Address

114 Fifth Avenue, Floor 17
New York, NY 10011

Address

Email

AR@ridewithvia.com

Email

Phone
