To approve a contract with Something Different, LLC for the operation of the concession stands at the Kessler Mountain Regional Park Soccer Complex, Gary Hampton Softball Complex, Lake Fayetteville Softball Complex and the Wilson Park Pool.

### Budget Impact:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budgeted Item?</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does item have a cost?</td>
<td>No</td>
</tr>
<tr>
<td>Budget Adjustment Attached?</td>
<td>NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Budget</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funds Obligated</td>
<td>$</td>
</tr>
<tr>
<td>Current Balance</td>
<td>$</td>
</tr>
<tr>
<td>Item Cost</td>
<td></td>
</tr>
<tr>
<td>Budget Adjustment</td>
<td></td>
</tr>
<tr>
<td>Remaining Budget</td>
<td>$</td>
</tr>
</tbody>
</table>

### Action Recommendation:

Contract signatures will be submitted next week.
MEETING OF JANUARY 15, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
       Connie Edmonston, Parks and Recreation Director

FROM: John Crow, Recreation Superintendent

DATE: December 27, 2018

SUBJECT: Agreement with Something Different, LLC

RECOMMENDATION:
Parks and Recreation staff recommends the approval of a contract with Something Different, LLC for the operation of the concession stands at the Kessler Mountain Regional Park Soccer Complex, Gary Hampton Softball Complex, Lake Fayetteville Softball Complex and the Wilson Park Pool.

BACKGROUND:
In September of 2018 the City of Fayetteville advertised RFP 18-16 for a Concessionaire for the Parks and Recreation Department. When the deadline arrived, there was a single proposal submitted by Something Different, LLC, an experienced catering and concession business operated by Tom Pagnozzi and Monica Ketchum.

DISCUSSION:
The owners/operators of Something Different, LLC have been in the concession and catering business for over four years now. Experience and references include the operation of concessions for the Fayetteville Youth Baseball (FYB) program; Bikes, Blues and BBQ, Ducks Unlimited Banquets and numerous other catered events. They are proposing to deliver food that uses quality ingredients while still maintaining affordability. The concessions at FYB are always well received by participants and fans alike. The proposal submitted by Something Different, LLC contained all the items required and they have proposed a commission of 10% of gross sales to paid to the City ten working days after the close of each month. They will also be required to provide worker’s compensation insurance as well as a performance bond.

BUDGET/STAFF IMPACT:
There will be no cost to the City for this agreement and no additional staff required. Utilizing a concessionaire assist the department tremendously because of the limited staff available for the operation and oversite of concession operations. Projected revenue from this contract will be approximately $7,500 annually. The contract will be for a term of ten (10) months with an automatic renewal for up to four (4) additional years that must be agreed upon by both parties.

Attachments:
Staff Review Form
Contract
Proposal from Something Different, LLC
THIS AGREEMENT made and entered into this ___ day of ________, 2018 by and between the City of Fayetteville for the use and benefit of the Fayetteville Parks and Recreation Division, hereinafter called CITY, and Something Different, LLC, hereinafter called CONCESSIONAIRE, Witnessed:

1. **Leased Premises.** For and in consideration of the rents, covenants, and agreements herein entered into and agreed upon by the Concessionaire as obligations to the City, the City lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property: the concession stands (building and equipment) located at Gary Hampton Softball Complex, Kessler Mountain Regional Park Soccer Concession, Lake Fayetteville Softball Complex, and the Wilson Park Swimming Pool in Fayetteville, Arkansas.

   To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, and conditions herein contained.

2. **Term.** This lease shall commence on the date approved by the Fayetteville City Council and shall extend for a period of approximately ten (10) months, ending on November 30, 2019. Upon agreement of both parties, the lease shall automatically renew for four (4) more consecutive terms as described in the RFP.

3. **Rent/Report.** Concessionaire agrees to pay City an amount equal to 10% of all gross sales of food, beverages and refreshments no later than ten (10) working days following the close of each month. In addition to the rental payment, Concessionaire shall file a monthly report on the form...
supplied by the City. Concessionaire shall also provide proof of filing of monthly HMR reports with the City of Fayetteville’s Accounting Department and associated payment. The rental payment, monthly reports and proof of HMR payments shall be delivered to the Parks and Recreation Offices at 1455 S. Happy Hollow Road, Fayetteville, AR 72701. Any payments to City not made when due shall bear interest after maturity at the rate of 6%.

4. Records. The City shall have the right at all times to examine Concessionaire’s books and records and verify rental paid. Any errors or omissions shall be adjusted.

5. Use. The lease premises shall be used only for the purpose of selling food, beverages, and such refreshments as are usually incidental to a restaurant, café, or soft drink concession, but specifically excluding any alcoholic beverage or tobacco products. Further, Concessionaire shall not use or permit the stand to be used for any unlawful, improper or offensive purpose whatsoever.

6. Maintenance. The City will perform all major and minor repairs in each of the concession stands leased by the Concessionaire; and will, in its sole discretion, make any such repairs as are necessary for the preservation of the said stand(s). Concessionaire shall promptly notify the Parks and Recreation Department of any needed repairs.

7. Insurance. Concessionaire shall provide proof of worker’s compensation as required by Arkansas Statute and liability insurance with a minimum coverage of:

   - $300,000 for one person involved in death or injury
   - $500,000 for two or more persons involved in death or injury

8. Bond. Concessionaire shall provide a $5,000 bond for performance and payment of items in relation to this contract.

9. Rights and Duties of Concessionaire. Concessionaire agrees to:

   A. Conduct said business as not to interfere with other uses or activities on the property.
B. Open and staff the concession stand anytime the City has scheduled activities, unless otherwise stipulated by the Parks and Recreation Department staff.

C. Open each day, at least fifteen (15) minutes prior to the first scheduled game, and shall remain open until the last game has concluded, unless otherwise stipulated by the Parks and Recreation Department staff.

E. Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions, including, but not limited to, sales tax, HMR tax, payroll tax and the Arkansas Department of Health guidelines regarding food preparation.

F. Maintain, protect, and secure the concession building, equipment and leased premises.

G. Concessionaire is responsible for replacing concession equipment if equipment is damaged beyond normal wear. City equipment cannot be loaned or removed from the park premises without permission from Park staff.

H. Clean premises daily of all debris in accordance with the Arkansas Department of Health guidelines.

I. Surrender leased premises at the end of each term in the same condition (except for normal wear) as received, including, but not limited to removal of all refuse.

J. Leased premises must be cleaned and returned to Fayetteville Parks and Recreation within five working days after the last event per location. All items remaining after five days will be considered the property of Fayetteville Parks and Recreation.

K. Not employ any persons with a felony conviction, child safety, child abuse, or any child related charges who would be associated with this awarded contract.

10. Rights and Duties of the City. The City shall:
A. Provide and pay for the water and electrical service.

B. In its sole discretion, replace depreciated concession equipment that is no longer usable.

C. Have the right to inspect the stand at any reasonable time during the term of the agreement

D. Have the right to screen for felony convictions by Fayetteville Police Department.

11. Default/Termination.

If the concessionaire defaults in the payment of rent, or if it violates any other covenants of this agreement, the City may terminate this contract, and the City may immediately enter and retake possession of the concession stand. In the event that Concessionaire should default in the prompt payment or performance of any obligations as set forth herein, and in the event that it should become necessary for City to collect any past due payments or to enforce the other obligations of Concessionaire as set forth herein, by suit or otherwise, City shall be entitled (in addition to all other remedies to which it is entitled) to recover the costs and expenses of litigation. This contract may be canceled by either party with a 30-day written notice.

12. Miscellaneous.

A. All actions, whether sounding in agreement or in tort, relating to the validity, construction, interpretation, and enforcement of this agreement shall be instituted and litigated in the courts of the State of Arkansas.

B. Concessionaire hereunder shall not sell, sublet or assign this agreement or any portion thereof to any other person or persons.
C. Upon agreement by both parties, any part of this agreement may be changed which will benefit the operation of the concessions. This agreement shall be amended only upon mutual written agreement signed by all parties.

IN WITNESS WHEREOF, the Parties, or their duly authorized officers, have executed this agreement the day and date first written above.

WITNESS OUR HANDS THIS_____DAY OF ________________, 2018

CONTRACTOR

By: ____________________________
Monica Ketchum
Printed Name & Title

ATTEST:

____________________________
Witness

____________________________

CITY OF FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

ATTEST:

____________________________
Sondra Smith, City Clerk

601 W. Sycamore St.
Business Address

Fayetteville, AR 72703
City, State & Zip Code

Date Signed: 1-2-19

City of Fayetteville, AR
RFP 18-16, Parks Concession Services
Page 5 of 5
RFP 18-16 Concession Services Proposal

Submitted by:

Something Different, LLC

Tom Pagnozzi    Monica Ketchum
Something Different, LLC proposes to deliver quality food to patrons at each of the facilities within this proposal. We plan on using quality ingredients such as our 100% all beef hot dog as well as offering low calorie drinks. We believe that the costs of our concession items will be affordable to our patrons while also bringing quality options.

Tom Pagnozzi has been in the concession/catering business for over 4 years now. He has owned Southern Trend, a local business since 2012. He has also been a key figure in working Bikes, Blues and BBQ since 1999. Monica Ketchum has been in the concession/catering business for over 4 years as well. She has experience in sales at BBQ as well as sales in concessions and in the catering business.

Tom and Monica have both worked together since taking over the concessions for FYB. They started working two concessions, Walker Park and White River, in 2015. With a quality burger and hot dog option as well as pulled pork, the concession business was a success. With the opening of Kessler in 2017, they were now supplying food to 3 concessions during baseball season.

Tom and Monica have also both catered events such as weddings and banquets. In 2017, Tom was approached to be the official BBQ Tent of Bikes, Blues and BBQ. Both Tom and Monica worked at the BBQ tent last year during BBQ and will do so again this year.
## Concessions Menu

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>$1.00</td>
</tr>
<tr>
<td>Juice</td>
<td>$1.00</td>
</tr>
<tr>
<td>Soft Drinks</td>
<td>$2.00</td>
</tr>
<tr>
<td>Gatorade</td>
<td>$2.00</td>
</tr>
<tr>
<td>Hot Chocolate</td>
<td>$1.00</td>
</tr>
<tr>
<td>Coffee</td>
<td>$1.00</td>
</tr>
<tr>
<td>Gum (3 Pieces)</td>
<td>$0.25</td>
</tr>
<tr>
<td>Blow Pops</td>
<td>$0.25</td>
</tr>
<tr>
<td>Candy Bars</td>
<td>$1.00</td>
</tr>
<tr>
<td>Sunflower Seeds</td>
<td>$1.00</td>
</tr>
<tr>
<td>Pretzel</td>
<td>$2.00</td>
</tr>
<tr>
<td>Drumsticks</td>
<td>$2.00</td>
</tr>
<tr>
<td>Hot Dog</td>
<td>$3.00</td>
</tr>
<tr>
<td>Hamburger</td>
<td>$4.50</td>
</tr>
<tr>
<td>Hamburger w/cheese</td>
<td>$5.00</td>
</tr>
<tr>
<td>Pulled Pork Sandwich</td>
<td>$5.00</td>
</tr>
<tr>
<td>Nachos</td>
<td>$3.00</td>
</tr>
<tr>
<td>Pork Nachos</td>
<td>$5.00</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSAL
RFP 18-16, Concession Services

No late proposals shall be accepted. RFP’s shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

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

Name of Firm: Something Different, LLC
Contact Person: Tom Pagnozzi and Monica Ketchum
E-Mail: m.ketchum@arch.com
Business Address: 614 W. Sycamore Street
City: Fayetteville State: AR Zip: 72703
Signature: Monica Ketchum Date: 9-18-18

City of Fayetteville, AR
RFP 18-16, Concession Services
Page 1 of 27

479-790-7122
City of Fayetteville  
RFP 18-16, Concession Services  
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

**COMPANY NAME:** Something Different, LLC

**NUMBER OF YEARS IN BUSINESS:** 4  
**HOW LONG IN PRESENT LOCATION:** 4

**TOTAL NUMBER OF CURRENT EMPLOYEES:** 3  
**FULL TIME**: 10  
**PART TIME**:

**NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT:** 3  
**FULL TIME**: 10  
**PART TIME**:

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. **Fayetteville Baseballs Concessions**  
   **COMPANY NAME:** Bikes, Blues, & BBQ  
   **CITY, STATE, ZIP:** Fayetteville, AR 72703  
   **CONTACT PERSON:**  
   **PHONE:** 479-601-5760  
   **EMAIL:**

2. **Private Wedding**  
   **COMPANY NAME:**  
   **CITY, STATE, ZIP:** Fayetteville, AR 72703  
   **CONTACT PERSON:**  
   **PHONE:** 479-790-2317  
   **EMAIL:**

3. **DU Banquet**  
   **COMPANY NAME:**  
   **CITY, STATE, ZIP:** Fayetteville, AR 72703  
   **CONTACT PERSON:**  
   **PHONE:** 479-790-2317  
   **EMAIL:**

City of Fayetteville, AR  
RFP 18-16, Concession Services  
Page 14 of 27
1. **BACKGROUND:**

The City of Fayetteville is now accepting proposals for the concession stands at the Gary Hampton Softball Complex, Kessler Mountain Regional Park Soccer Concessions, Lake Fayetteville Softball Complex, and Wilson Park Swimming Pool.

The proposals will be evaluated using the City's Professional Services Selection Policy, PUR-13. In evaluating the qualifications of each bid, a review committee will consider the following criteria, as detailed in PUR-13, with the assigned point values that total 100 percent. Evaluation factors outlined shall be applied to all eligible, responsive proposals in comparing proposals and selecting the successful Proposer. While the City reserves the right to interview any or all proposals, award of a contract may be made without discussion with vendor after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.

2. **SCOPE OF WORK:** The City of Fayetteville is seeking proposals from qualified and experienced firms interested in providing concession services to include the following:

   a. The City leases and demises unto Proposer, subject to the terms and conditions contained herein, the following described property: the concession stands (building and equipment) located at Gary Hampton Softball Complex, Kessler Mountain Regional Park Soccer Concessions, Lake Fayetteville Softball Complex, and the Wilson Park Swimming Pool in Fayetteville, Arkansas.

   b. **Term.** This lease shall commence on the date approved by the Fayetteville City Council and shall extend for a period of approximately ten (10) months, ending on November 30, 2019. Upon agreement of both parties, the lease shall automatically renew for four (4) single year terms:

      i. Renewal 1 of 4: February 1, 2020 and ending November 30, 2020
      ii. Renewal 2 of 4: February 1, 2021 and ending November 30, 2021
      iii. Renewal 3 of 4: February 1, 2022 and ending November 30, 2022
      iv. Renewal 4 of 4: February 1, 2023 and ending November 30, 2023

   c. **Rent/Report.** Proposers shall state in their proposal the percentage amount in gross sales to be turned over to the City. Gross sales, hereafter referred to as "rental payment" includes the sale of food, beverages and any and all refreshments. Such percentage shall be paid to the City no later than ten (10) working days following the close of each month.

      i. In addition to the rental payment, Proposer shall be responsible for filing a monthly report on a form supplied by the City. The rental payment and monthly report shall be delivered to the Parks and Recreation Offices at 113 W. Mountain, Fayetteville, AR 72701. Any payments to City not made when due shall bear interest after maturity of 6%.

   d. **Records.** The City shall have the right at all times to examine books and records and verify rental paid. Any errors or omissions shall be adjusted.

   e. **Use.** The lease premises shall be used only for the purpose of selling food, beverages, and such refreshments as are usually incidental to a restaurant, café, or soft drink concession, but specifically
excluding any alcoholic beverage or tobacco products. Further, Proposer shall not use or permit the stand to be used for any unlawful, improper or offensive purpose whatsoever.

f. **Maintenance.** The City will perform all major and minor repairs in each of the concession stands leased by the Proposer; and will, in its sole discretion, make any such repairs as are necessary for the preservation of the said stand(s). Proposer shall promptly notify the Parks and Recreation Division of any needed repairs immediately and within 24 hours of breakdown or damage found.

g. **Insurance.** Concessionaire shall provide proof of worker's compensation as required by Arkansas Statute and liability insurance with a minimum coverage of $300,000 for one person involved in death or injury, $500,000 for two or more persons involved in death or injury. Certificate of insurance shall list the City of Fayetteville as an additional insured.

h. **Bond.** Concessionaire shall provide a $5,000 bond for performance and payment of items in relation to this contract.

i. **Rights and Duties of Concessionaire.** Proposer agrees to the following:
   i. Conduct said business as not to interfere with other uses or activities on the property.
   ii. Open and staff the concession stand anytime the City has scheduled activities, unless otherwise stipulated by the Parks and Recreation Department staff.
   iii. Open each day, at least fifteen (15) minutes prior to the first scheduled game, and shall remain open until the last game has concluded, unless otherwise stipulated by the Parks and Recreation Department staff.
   iv. Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions, including, but not limited to, sales tax, HMR tax, payroll tax and the Arkansas Department of Health guidelines regarding food preparation and storage.
   v. Maintain, protect, and secure the concession building, equipment and leased premises.
   vi. Be responsible for replacing concession equipment if equipment is damaged beyond normal wear or damaged at the fault of the awarded entity. City equipment cannot be loaned or removed from the park premises without permission from Park staff.
   vii. Clean premises daily of all debris.
   viii. Surrender leased premises at the end of each term in the same condition (except for normal wear) as received, including, but not limited to removal of all refuse.
   ix. Leased premises shall be cleaned and returned to Fayetteville Parks & Recreation within five working days after the last event per location. All items remaining after five days will be considered the property of Fayetteville Parks and Recreation.
   x. Not advertise or solicit any third party business without prior written permission from the City of Fayetteville.
   xi. Maintain, at all operating times, adequate inventory of all menu items to serve park patrons at all locations.
   xii. Not employ any persons with a felony conviction, child safety, child abuse, or any child related charges who would be associated with this awarded contract.

j. **Rights and Duties of the City.** The City shall:
   i. Provide and pay for the water and electrical service.
ii. In its sole discretion, replace depreciated concession equipment that is no longer usable.

iii. Have the right to inspect the stand at any reasonable time during the term of the agreement.

iv. Have the right to screen for felony convictions by Fayetteville Police Department.

v. Pay for annual Health Department Permits and post them at the site.

k. Default/Termination. If the concessionaire defaults in the payment of rent, or if it violates any other covenants of this agreement, the City may terminate this contract, and the City may immediately enter and retake possession of the concession. In the event that Concessionaire should default in the prompt payment or performance of any obligations as set forth herein, and in the event that it should become necessary for City to collect any past due payments or to enforce the other obligations of Concessionaire as set forth herein, by suit or otherwise, City shall be entitled (in addition to all other remedies to which it is entitled) to recover the costs and expenses of litigation. This contract may be canceled by either party with a 30 day written notice.

3. ADDITIONAL INFORMATION AND REQUIREMENTS:

a. The first event requiring services will be mid-February 2019.

b. The City 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. The City requires the contractor to be familiar with and comply in every respect with Civil Rights Laws.

c. Per City Policy, no vendor or employee associated with any company/firm interested in or intending to submit for this RFP shall have any contact with any member of the selection committee. All questions, comments, and/or concerns shall be directed to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail at lmcgaugh@fayetteville-ar.gov.

d. Each submitted proposal shall list the percentage of gross sales the City will receive. Percentage proposed to the City of Fayetteville will cover the expenses for rent/lease & utilities. THIS PERCENTAGE DOES NOT INCLUDE TAXES. (Regular 9.75% + HMR 2% = 11.75% current rate). Concession sales are subject to taxes including HMR taxes. The current tax rate is 11.75%.

   i. Gross sales shall be defined as: The sum total of overall sales, not adjusted for customer discounts or returns, calculated simply by adding all sales invoices, and not including operating expenses, cost of goods sold, payment of taxes, or any other charge or expense.

e. Each proposal shall include an anticipated menu of food and drink items. The City of Fayetteville reserves the right to approve the final menu.

f. The following concession locations are included with this RFP. Proposers must submit on ALL locations.

   i. Gary Hampton Softball Complex
   ii. Kessler Mountain Regional Park Soccer Concessions
   iii. Lake Fayetteville Softball Complex
   iv. Wilson Park Swimming Pool

g. The schedule for the 2019 season is expected to be as follows. Schedule does not include or take into account seasonal extensions due to weather, etc. Awarded proposer will be responsible for concession services for any extension in season schedule.
i. Gary Hampton Softball Complex: Adult Softball March – October. Tournaments February - November. Kessler Mountain Regional Park Soccer Concessions: Spring Season, February – April; Fall Season, August – October

ii. Lake Fayetteville Complex: Youth Softball, – June. Tournaments, March - October

iii. Wilson Park Swimming Pool: May – August

h. Estimated gross sales history from previous contracts:
   i. 2005 = $20,800
   ii. 2006 = $25,600
   iii. 2007 = $24,433
   iv. 2008 = $19,662
   v. 2009 = $23,499
   vi. 2010 = $22,290
   vii. 2011 = $17,547
   viii. 2012 = $37,000
   ix. 2013 = $34,370
   x. 2014 = $70,480
   xi. 2015 = $61,940
   xii. 2016 = $33,160 *incomplete data
   xiii. 2017 = $63,330

i. An updated equipment inventory listing is provided with this RFP and is referenced as Attachment A.

j. The size of each concession is estimated as follows:
   i. KMRP – approximately 400 sq ft
   ii. Wilson – (2 rooms) approximately 100 sq ft & 50 sq ft
   iii. Gary Hampton & Lake Fayetteville – approximately 150 sq ft.

v. The menu in the past has been, at minimum, the following with these approximate prices:

1. Soda, Gatorade, bottle water 20oz, hotdog, nachos - $2.00
2. Popcorn/ice cream - $1.50
3. Candy, chips, hot chocolate, coffee, donuts/honey buns - $1.00
4. Sunflower Seeds - $0.75
5. Lollipops - $0.25
6. Gum (single) - $0.05

The Parks and Recreation Department strongly encourages proposers to offer healthy options to customers. Examples include, but are not limited to:

A. Beverages that contain 40 calories or less, 100% fruit juice with no added caloric sweeteners, and 100% vegetable juice that has less than 230mg of sodium.
B. Food that contains 0 grams of trans-fat and 230mg of sodium.

C. Food that has less than 10% of the calories coming from saturated fat and less than 35% of the total weight coming from sugar.

k. Attached is the 2017 Fayetteville Parks & Recreation Program Report for additional information. This document is referred to as Attachment B

l. The City would be willing to discuss sending out the approved menu to all league e-mail subscribers with the awarded Proposer.

m. Proposers should include in the proposal their experience, if any, in the sales or serving of alcoholic beverages including the type of event(s) and any permits or licenses they possess that allows them to serve and/or sell these types of beverages.

n. The proposal should also include experience the proposer has in coordinating third party vendors such as food trucks, including their readiness and overall approach taken.

4. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a draft contract will be constructed and forwarded to the Fayetteville City Council for approval. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

5. PROPOSAL CONTENT:

Proposals should be prepared simply and economically, providing a straight forward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8½" x 11" white papers and bound in one volume with a maximum of twenty-five (25) single-sided pages. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville’s ability to accurately evaluate the proposal.

6. TERM OF CONTRACT:

The initial term of the contract shall begin on the date approved by the Fayetteville City Council, valid for one (1) year from the date approved. Contract shall have an additional four (4) one (1) year contract extensions, based on mutual agreement of both parties. Refer to draft contract included in this RFP.

7. PRICE: Proposer agrees to provide the City of Fayetteville the following percentage of gross sales on a monthly basis.

   a.) Year 1 = 10%
   b.) Year 2 = 10%
   c.) Year 3 = 10%
   d.) Year 4 = 10%
   e.) Year 5 = 10%

Proposers are cautioned to use the forms provided and to provide the pricing information in the requested format. If additional space is required to explain pricing in full, please note such on the section above. Pricing shall be presented in a clear manner.
8. **SELECTION CRITERIA:** A selection committee has been appointed to oversee the selection process, which will include reviewing and evaluating each RFP response, interviewing the top candidates for selection, and any follow-up documentation or information requested from the top candidates.

The criteria listed below will be used by the City to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed below, based on the evaluation of the selection committee.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Qualifications</td>
<td>20%</td>
</tr>
<tr>
<td>Qualifications in relation to project to be performed: Information reflecting qualifications of the Proposer. Indicate specialized experience of the Proposer in connection with the type of service required as outlined in the contract.</td>
<td></td>
</tr>
<tr>
<td>2. Experience, Competence, and Capacity</td>
<td>20%</td>
</tr>
<tr>
<td>Experience, competence and capacity for performance: Information reflecting the names and qualifications (including experience) of the major personnel assigned to this specific project.</td>
<td></td>
</tr>
<tr>
<td>3. Proposed Work Method</td>
<td>25%</td>
</tr>
<tr>
<td>Proposed method of doing work: A proposed work plan describing how the project would be conducted as well as other facts concerning approach.</td>
<td></td>
</tr>
<tr>
<td>4. Past Performance</td>
<td>25%</td>
</tr>
<tr>
<td>Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, past performance records with others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Proposer will provide a list of similar jobs performed and person whom we can contact for information.</td>
<td></td>
</tr>
<tr>
<td>5. Price</td>
<td>10%</td>
</tr>
<tr>
<td>Includes menu prices charged to the customers as well as the percentage the City receives.</td>
<td></td>
</tr>
</tbody>
</table>
SECTION D: Signature Submittal - Required with all responses

Proposers shall include this form completed in its entirety with RFP response. This form shall not count towards page limitations set forth in the RFP.

1. DISCLOSURE INFORMATION

Proposer shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville 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/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

1) NO KNOWN RELATIONSHIP EXISTS

2) RELATIONSHIP EXISTS (Please explain): ________________________________

I certify that; 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 my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, 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 Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Corporate Name of Firm: Something Different, LLC

Primary Contact: Tom Pagnozzi Title of Primary Contact: Monica Ketchum

Phone#1 (cell preferred): 479-530-2794 Phone#2: 479-790-7122

E-Mail Address: mketchum@arch.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.
4. **PRICING:**
Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. **DEBARMENT CERTIFICATION:**
As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: Something Different, LLC

PHYSICAL ADDRESS: 1041 W. Sycamore Street

MAILING ADDRESS: Fayetteville, AR 72703

PRINTED NAME: Monica Ketchum

PHONE: 479-790-7122 FAX:

E-MAIL: mketchum@arob.com

SIGNATURE: Monica Ketchum

TITLE: DATE: 9-18-18

DUNS#: TAX ID: