

City of Fayetteville Staff Review Form

2020-0817

Legistar File ID

10/20/2020

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Byron Humphry

9/29/2020

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution to award the Lake Fayetteville Boat Dock Operator contract to Angela Perea in the amount of \$50,900 for services in 2021, with automatic renewals for up to four additional one-year terms.

Budget Impact:

1010.520.5250.5315.00

General Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 50,900.00

Funds Obligated \$ -

Current Balance \$ 50,900.00

Does item have a cost? Yes

Item Cost \$ 50,900.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20180321

Purchase Order Number:

Previous Ordinance or Resolution # 225-15

Change Order Number:

Approval Date: 12/15/2015

Original Contract Number:

Comments: Contract is contingent on City Council approval of the 2021 operating budget.



MEETING OF OCTOBER 20, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Byron Humphry, Parks Maintenance Superintendent

DATE: September 29, 2020

SUBJECT: A resolution awarding the Lake Fayetteville Boat Dock Operator contract to Angela Perea in the amount of \$50,900 for services in 2021, with automatic renewals for up to four additional one-year terms.

RECOMMENDATION:

Parks and Recreation Staff recommends approval of a resolution awarding the Lake Fayetteville Boat Dock Operator contract to Angela Perea in the amount of \$50,900 for services in 2021, with automatic renewals for up to four additional one-year terms.

BACKGROUND:

The City contracts the operation of the Lake Fayetteville boat dock and marina. The contractor is responsible for the day to day operation of the marina which includes opening and closing at sunrise and sunset, renting boat stalls, and selling permits for fishing and boating. Additional responsibilities include maintaining the grounds and selling concessions and related fishing supplies. The existing contract with Al Perea was approved in 2015 and allowed five (5) automatic renewals for one year each. The existing contract expires December 31, 2020.

On August 2, 2020, a Request for Proposal was issued for the Lake Fayetteville Boat Dock Operator. One proposal was received and reviewed by the Selection Committee according to the Professional Selection Policy. Angela Perea was unanimously selected by the committee.

DISCUSSION:

The current Lake Contractor is Al Perea, Angela's brother. Al and his family, including Angela, have done an excellent job managing the Lake for the past 5 years. They have introduced and provided new services for Park users that include boat and bike rentals and have also maintained the grounds, helped with improvements, and provided excellent customer service. Angela plans to maintain these same services along with the help of her family. Angela's personality, experience, and familiarity with the operations of the Lake uniquely qualifies her for this role.

BUDGET/STAFF IMPACT:

Angela Perea's bid is for \$50,900 with an annual increase of 3% pending City Council approval of the annual 2021 budget.

Attachments:

Lake Fayetteville Boat Dock Operator Contract
RFP 20-11, Lake Fayetteville Boat Dock Operator

Lake Fayetteville Boat Dock Operator Contract
CITY OF FAYETTEVILLE, ARKANSAS

This contract executed this ____ day of _____, 2020, between the City of Fayetteville, Arkansas, and LAKE FAYETTEVILLE BOAT & BIKE RENTAL, LLC. In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for LAKE FAYETTEVILLE BOAT DOCK OPERATOR SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 20-11 (herein after referred to as Request for Proposal or RFP), City has awarded this contract to LAKE FAYETTEVILLE BOAT & BIKE RENTAL, LLC; and

WHEREAS, LAKE FAYETTEVILLE BOAT & BIKE RENTAL, LLC has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. The City agrees to pay the Contractor in current funds for the performance of the listed services and requirements by making payments to the contractor no later than the 15th of each month.
2. For the total amount of \$50,900 to be paid in monthly installments, LAKE FAYETTEVILLE BOAT & BIKE RENTAL, LLC (the "Contractor") agrees to provide the list of services and requirements to the City of Fayetteville beginning January 1, 2021 and ending December 31, 2021. Either party may cancel this contract by giving the other party sixty (60) calendar day's written notice of cancellation. The Contractor further certifies possession of the initial capital monies to commence boat dock operations.
3. Contractor shall operate and manage the Lake Fayetteville Boat Dock. Contractor shall be an independent contractor not an employee of the City. The Lake Fayetteville Boat Dock is closed each year on Thanksgiving Day and from December 24, through January 14. The operator is responsible for supervising the boat dock during this time.

4. Contractor shall open and close the lake gates seven days a week at Sunrise and Sunset. This includes the gates leading to the boat dock and other areas around the lake as directed by the Parks and Recreation Director. Contractor is required to respond to City Central Dispatch requests 24 hours a day to provide assistance to citizen lock-ins at secured Lake Fayetteville gates and to respond to vandalism or mischief occurring in the marina area.
5. Contractor shall collect boat stall rentals, fishing permits, and boating permits. These fees are submitted to the Parks and Recreation Office on a weekly basis or as otherwise approved by the Parks and Recreation Director during the slow season.
6. Contractor shall prepare reports and keep records as required by the Parks and Recreation Director.
7. Contractor shall enforce lake rules and regulations as adopted by the Fayetteville Code of Ordinance Chapter 97, Section 97.070 and 97.999. Contractor is to act in the best interest of city property or public safety in response to ordinance violations.
8. Contractor shall provide proof of liability insurance as directed and listed in the RFP. Premiums for these policies shall be paid by LAKE FAYETTEVILLE BOAT & BIKE RENTAL, LLC. For any work subcontracted, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by the Contractor.
9. Contractor shall provide a \$5,000 bond for performance and payment of items in relation to this contract.
10. Contractor shall receive prior approval from the Parks and Recreation Director for any special event conducted at Lake Fayetteville.
11. Contractor shall mow and manicure within the secured confines of the Lake Fayetteville Boat dock area. Grounds must be maintained according to park standards. Contractor shall provide all equipment necessary for the maintenance of these grounds.
12. Contractor shall pick up litter and clean the office, patio area and office restroom on a daily basis. Contractor is to supply cleaning and restroom supplies for the office. The outdoor public restroom which is a free standing building will be cleaned by park staff. Contractor shall keep the boat docks swept and tidy, free of cob webs, wasp nests, and similar pests.
13. Contractor shall attend a citizen service workshop administered by the Parks and Recreation Department and adhere to the public relation policies and procedures.
14. Contractor shall conduct the following at the Lake Fayetteville Boat Dock:
 - a. Sell concessions in compliance with all applicable State and Federal Laws, Municipal Ordinances, Health Department Regulations and the rules and regulations of all authorities having jurisdiction over the performance of this project.

- b. Sell related fishing equipment and supplies.
 - c. Provide other services which the Parks and Recreation Director determines will enhance the operation of Lake Fayetteville Park. Any additional service provided at the Lake shall be approved by the Parks and Recreation Director in advance.
 - d. All appliances and amenities related to the sale of equipment and supplies shall be provided by the contractor.
 - e. The scope of duties at the Lake may be altered due to natural disasters, pandemics, or other unforeseen emergencies. Contractor will work with City officials to safely perform duties and protect the public as conditions warrant.
15. It is agreed that the failure of the City of Fayetteville to invoke any of the available remedies under this agreement or under lay in the event of one or more breaches or defaults by contractor under the agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the City of Fayetteville from invoking such remedies in the event of any future breach or default.
16. Each paragraph in this agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
17. Contractor shall not act as a broker or facilitate sales of boats.
18. Upon budget approval by the City Council, the term of the Contract shall be for one (1) year. However, said Contract may automatically renew for four (4) consecutive one (1) year terms. For any future renewal period, payments to the Contractor shall be increased by the amount of three percent (3%). Renewals will be subject to budget approval from the annual budget from City Council.
19. Freedom of Information Act: City of Fayetteville 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 Fayetteville, 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 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.
20. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2020.

LAKE FAYETTEVILLE BOAT & BIKE RENTAL, LLC

By: Angela Perea, Corp.
ANGELA PEREA, Marina Operator

Date Signed: 01 OCT 2020

ATTEST:

Alvaro Perea Jr
Lake Fayetteville Boat & Bike, Secretary

1330 E. Lake Fayetteville Rd.
Business Address

Fayetteville, AR 72764
City, State & Zip Code

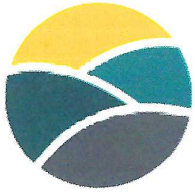
CITY OF FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

ATTEST:

Kara Paxton, City Clerk-Treasurer

Date Signed: _____



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 20-11, Lake Fayetteville Boat Dock Operator

DEADLINE: Tuesday, August 25, 2020 before 2:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 8.02.2020

REQUEST FOR PROPOSAL

RFP 20-11, Lake Fayetteville Boat Dock Operator

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: Lake Fayetteville Boat & Bike

Contact Person: Angela Perea Title: Marina Operator

E-Mail: dr.angela.perea@gmail.com Phone: (479) 770-3330

Business Address: 1330 E. Lake Fayetteville Road

City: Fayetteville State: AR Zip: 72764

Signature:  Date: 14 AUG 20

1. **SUBMISSION OF A PROPOSAL SHALL INCLUDE:**

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are welcome to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- e. All Proposers shall submit one (1) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.

- f. Electronic Submittal: Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary.

OR

- g. Physical Submittal: Proposals shall 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 physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty- five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. The electronic copy submitted shall be contained into one

- (1) electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.
 - (2) Any proprietary information the proposer wishes to not be subject to the Freedom of Information Act shall be redacted in a separate electronic file labeled "REDACTED COPY". If no redacted copy is provided, all information will be subject to FOIA and shall be considered public.
- h. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- i. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- j. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- k. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

- l. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- m. Proposer 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 to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- n. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

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 proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the 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. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.

- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion. Depending on the current state of the COVID-19 pandemic, the interview may be virtual.

8. CONFLICT OF INTEREST:

- a. The Proposer 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 City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, 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 Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal 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 Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City 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 Fayetteville, 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 et. seq.). 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.

15. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from 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.

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal 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 Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:

- a. The City 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 Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City 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 Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. 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. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal 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 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, shall include, but not be 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 awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City 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 specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

23. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division 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 Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. 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, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers 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. Proposer 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.

- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns 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 assignee in and to any monies due or to become due to the successful Proposer 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 Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities 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 Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, 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 such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

28. PERIOD OF CONTRACT: Services performed pursuant to this Contract shall commence on January 1, 2021 and continue through December 31, 2021, unless canceled or terminated within thirty (30) days written notice by either party. This contract may be automatically renewed for four (4) additional one (1) year terms after the initial contract period, for a total possible contract term of FIVE (5) years. In the event of termination, claims for compensation owed the City shall be limited to verifiable services rendered.

1. **PURPOSE & OVERVIEW:** The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, seeks proposals from organizations or individuals to provide boat dock operator services to the City of Fayetteville, Arkansas at Lake Fayetteville.
2. **INTENT:** The City intends to select an individual or organization to provide Lake Fayetteville Boat Dock Operator services for a one (1) year term, with four (4) one-year renewal options resulting in a potential five (5) year contract.
3. **SCOPE OF WORK:** While the exact range and extent of services is subject to negotiation, it is anticipated that the selected firm shall provide, as a minimum, professional services and adequately experienced dedicated personnel necessary to perform the following:
 - a. Operate and manage the Lake Fayetteville Boat Dock and be an independent contractor (not an employee) of the City. The Lake Fayetteville Boat Dock is closed each year on Thanksgiving Day and from December 24, through January 14. The operator is responsible for supervising the boat dock during this time.
 - b. Open and close the lake gates seven (7) days a week at Sunrise and Sunset: This includes the gates leading to the boat dock and other areas around the lake as directed by the Parks and Recreation Director. Contractor is required to respond to City Central Dispatch requests 24 hours a day to provide assistance to citizen lock-ins at secured Lake Fayetteville gates and to respond to vandalism or mischief occurring in the marina area.
 - c. Contractor shall collect boat stall rentals, fishing permits, and boating permits. These fees are submitted to the Parks and Recreation Office on a weekly basis or as otherwise approved by the Parks and Recreation Director during the slow season.
 - d. Contractor shall prepare reports and keep records as required by the Parks and Recreation Director.
 - e. Contractor shall enforce lake rules and regulations as adopted by the Fayetteville Code of Ordinance Chapter 97, Section 97.070 and 97.999. Contractor is to act in the best interest of city property or public safety in response to ordinance violations. (See Attachment A: Chapter 97, Section 97.070 and 97.999).
 - f. Contractor shall provide a \$5,000 bond for performance and payment of items in relation to this contract. This is required after contract award only. This is not a requirement to submit a proposal. Bond shall be provided to the City of Fayetteville within ten (10) business days of contract award.
 - g. Contractor shall receive prior approval from the Parks and Recreation Director for any special event conducted at Lake Fayetteville.

- h. Contractor shall mow and manicure within the secured confines of the Lake Fayetteville Boat Dock area. Grounds must be maintained according to park standards. Contractor shall provide all equipment necessary for the maintenance of these grounds. To visit the grounds, please contact Byron Humphry at 479-575-8368 between the hours of 8am and 4pm. ALL INTERESTED PARTIES ARE STRONGLY ENCOURAGED TO VISIT THE SITE.
- i. Contractor shall pick up litter and clean the office, patio area and office restroom on a daily basis. Contractor is to supply cleaning and restroom supplies for the office. The outdoor public restroom is a free standing building that will be cleaned by park staff. Contractor shall keep the boat docks swept and tidy, free of cob webs, wasp nests, and similar pests.
- j. Contractor shall attend a citizen service workshop administered by the Parks and Recreation Department and adhere to the public relation policies and procedures.
- k. Contractor shall conduct the following at the Lake Fayetteville Boat Dock:
 - i. Sell concessions in compliance with all applicable State and Federal Laws, Municipal Ordinances, Health Department Regulations and the rules and regulations of all authorities having jurisdiction over the performance of this project.
 - ii. Sell related fishing equipment and supplies.
 - iii. Provide other services which the Parks and Recreation Director determine will enhance the operation of Lake Fayetteville. Any additional service provided at the Lake shall be approved by the Parks and Recreation Director in advance.
 - iv. All appliances and amenities related to the sale of equipment and supplies must be provided by the contractor.
 - v. The scope of duties at the Lake may be altered due to natural disasters, pandemics, or other unforeseen emergencies. Contractor will work with City officials to safely perform duties and protect the public as conditions warrant.
- l. It is agreed that the failure of the City of Fayetteville to invoke any of the available remedies under this agreement or under lay in the event of one or more breaches or defaults by contractor under the agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the City of Fayetteville from invoking such remedies in the event of any future breach or default.
- m. Each paragraph in this agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
- n. Contractor shall not act as a broker or facilitate sales of boats.
- o. Upon budget approval by the City Council, the term of the Contract shall be for one (1) year. However, said Contract may automatically renew for four (4) consecutive one (1) year terms. Such automatic renewal and any associated increase shall be subject to budget and contract approval by the City Council.
- p. Either party may terminate this contract at any time by giving the other party sixty (60) days written notice of termination.

4. PROPOSAL CONTENTS: Proposals should be structured in the following manner.

- a. **Structure:** Proposals shall be prepared simply and economically, providing a straight forward, concise description on the Proposer's 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 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Proposers shall limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, forms required by the City for completion, and tab/divider sheets.
 - b. **References:** A reference list for similar work performed by the individual or organization within the past five (5) years.
 - c. **Experience:** Provide a general description of the organization, its history, primary types of work, organizational structure, etc. Proposers shall incorporate experience as it relates to the scope of work and minimum qualifications.
 - d. **Fees:** State the annual fee to provide the scope of work outlined in this RFP. Pricing shall be provided in an annual format.
 - i. Contractor will be paid monthly, after services are rendered.
 - e. Individuals or companies may submit for this project. However, individuals submitting for this project shall be aware all IRS guidelines for an independent contractor. Individuals submitting for this project will not be employees of the City of Fayetteville.
5. **CONTRACT FORMATION:** If the negotiation produces mutual agreement, the draft contract as a part of this package shall be constructed and forwarded to the Fayetteville City Council for final 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.
6. **INSURANCE:** Proposer shall provide and maintain insurance throughout the contract which is commonly accepted in the industry. Insurance is not required with RFP response but will be required after contract award. Insurance provided shall include but not be limited to the following and shall list the City of Fayetteville, Arkansas as an additional insured: General Automotive, Commercial General Liability and Worker's Compensation as required by state law.
- i. Workers' Compensation: Statutory Amount
 - ii. General Liability Coverage: \$500,000 minimum
 - iii. General Automobile Coverage

For any work subcontracted, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his

employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by the Contractor.

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

Following the evaluation of the proposals, the Selection Committee may request the top ranking firms make an oral presentation or be interviewed. Any presentations/interview will take place in Fayetteville, Arkansas. Meeting notices and information will be sent by the Purchasing Division.

- 1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 30% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with the City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Proposers shall provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 15% **Price:** Proposers shall list all fees and expenses to be paid by the City and shall be structured in an annual not to exceed format.

8. **ADDITIONAL DOCUMENTS AND INFORMATION:** The following documents are included with this solicitation as additional information. N/A

1. DISCLOSURE INFORMATION

Proposer must 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:

X 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.

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

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: **Lake Fayetteville Boat & Bike**

Primary Contact: **Angela Perea** Title of Primary Contact: **Marina Operator**

Phone#1 (cell preferred): (479) 770-3330 Phone#2: (479) 444-3476

E-Mail Address: dr.angela.perea@gmail.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.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICING:

All fees or charges shall be provided in a separate attachment, be fully itemized, and inclusive of any charges or fees the City could be charged. Pricing shall be presented in an amount per year format as indicated below:

Contract Term	Contract Dates	Not to Exceed Annual Fee
1 of 5	January 01, 2021 through December 31, 2021	\$ <u>50,900.00</u>
2 of 5	January 01, 2022 through December 31, 2022	\$ <u>52,427.00</u>
3 of 5	January 01, 2023 through December 31, 2023	\$ <u>54,000.00</u>
4 of 5	January 01, 2024 through December 31, 2024	\$ <u>55,620.00</u>
5 of 5	January 01, 2025 through December 31, 2025	\$ <u>57,289.00</u>
Total Possible Contract Amount (Sum of years 1-5)		\$ <u>270,236.00</u>

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: **Lake Fayetteville Boat & Bike**


PHYSICAL ADDRESS: **1330 E. Lake Fayetteville Road, Fayetteville, AR, 72764**

MAILING ADDRESS: **2593 W. Jane Circle Drive, Fayetteville, AR, 72704**

PRINTED NAME: **Angela Perea**

PHONE: **(479) 444-3476** FAX: _____

E-MAIL: **dr.angela.perea@gmail.com**

SIGNATURE: 

TITLE: **Marina Operator** DATE: **14 AUG 20**

Lake Fayetteville Boat Dock Contract Questions – Each Proposer shall submit answers to the following questions:

1. Why do you want to manage the boat docks at Lake Fayetteville?
2. Describe your background and experiences that would lead us to believe you would be successful at managing the boat dock.
3. Explain your plans and methods for managing the boat docks.
4. Providing the highest level of services to our citizens is very important. How would you respond to customer concerns regarding operations of the lake?
5. You are required to keep financial records and reports. What experiences have you had in keeping accurate records and reports?
6. This contract requires liability insurance coverage and a \$5,000 bond for performance. Could you have these in order within ten (10) business days from notice of award?
7. What other services, if any, would you be interested in providing to park patrons at Lake Fayetteville?
8. Are there any questions you have on the list of contracted services and requirements?

Lake Fayetteville Boat Dock Operator Contract
CITY OF FAYETTEVILLE, ARKANSAS

This contract executed this ____ day of _____, 2020, between the City of Fayetteville, Arkansas, and VENDOR. In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for LAKE FAYETTEVILLE BOAT DOCK OPERATOR SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 20-11 (herein after referred to as Request for Proposal or RFP), City has awarded this contract to VENDOR; and

WHEREAS, VENDOR has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. The City agrees to pay the Contractor in current funds for the performance of the listed services and requirements by making payments to the contractor no later than the 15th of each month.
2. For the total amount of \$_____ to be paid in monthly installments, VENDOR (the "Contractor") agrees to provide the list of services and requirements to the City of Fayetteville beginning January 1, 2021 and ending December 31, 2021. Either party may cancel this contract by giving the other party sixty (60) calendar day's written notice of cancellation. The Contractor further certifies possession of the initial capital monies to commence boat dock operations.
3. Contractor shall operate and manage the Lake Fayetteville Boat Dock. Contractor shall be an independent contractor not an employee of the City. The Lake Fayetteville Boat Dock is closed each year on Thanksgiving Day and from December 24, through January 14. The operator is responsible for supervising the boat dock during this time.
4. Contractor shall open and close the lake gates seven days a week at Sunrise and Sunset. This includes the gates leading to the boat dock and other areas around the lake as directed by the Parks and Recreation

Director. Contractor is required to respond to City Central Dispatch requests 24 hours a day to provide assistance to citizen lock-ins at secured Lake Fayetteville gates and to respond to vandalism or mischief occurring in the marina area.

5. Contractor shall collect boat stall rentals, fishing permits, and boating permits. These fees are submitted to the Parks and Recreation Office on a weekly basis or as otherwise approved by the Parks and Recreation Director during the slow season.
6. Contractor shall prepare reports and keep records as required by the Parks and Recreation Director.
7. Contractor shall enforce lake rules and regulations as adopted by the Fayetteville Code of Ordinance Chapter 97, Section 97.070 and 97.999. Contractor is to act in the best interest of city property or public safety in response to ordinance violations.
8. Contractor shall provide proof of liability insurance as directed and listed in the RFP. Premiums for these policies shall be paid by VENDOR. For any work subcontracted, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by the Contractor.
9. Contractor shall provide a \$5,000 bond for performance and payment of items in relation to this contract.
10. Contractor shall receive prior approval from the Parks and Recreation Director for any special event conducted at Lake Fayetteville.
11. Contractor shall mow and manicure within the secured confines of the Lake Fayetteville Boat dock area. Grounds must be maintained according to park standards. Contractor shall provide all equipment necessary for the maintenance of these grounds.
12. Contractor shall pick up litter and clean the office, patio area and office restroom on a daily basis. Contractor is to supply cleaning and restroom supplies for the office. The outdoor public restroom which is a free standing building will be cleaned by park staff. Contractor shall keep the boat docks swept and tidy, free of cob webs, wasp nests, and similar pests.
13. Contractor shall attend a citizen service workshop administered by the Parks and Recreation Department and adhere to the public relation policies and procedures.
14. Contractor shall conduct the following at the Lake Fayetteville Boat Dock:
 - a. Sell concessions in compliance with all applicable State and Federal Laws, Municipal Ordinances, Health Department Regulations and the rules and regulations of all authorities having jurisdiction over the performance of this project.
 - b. Sell related fishing equipment and supplies.

- c. Provide other services which the Parks and Recreation Director determines will enhance the operation of Lake Fayetteville Park. Any additional service provided at the Lake shall be approved by the Parks and Recreation Director in advance.
- d. All appliances and amenities related to the sale of equipment and supplies shall be provided by the contractor.
- e. The scope of duties at the Lake may be altered due to natural disasters, pandemics, or other unforeseen emergencies. Contractor will work with City officials to safely perform duties and protect the public as conditions warrant.

15. It is agreed that the failure of the City of Fayetteville to invoke any of the available remedies under this agreement or under lay in the event of one or more breaches or defaults by contractor under the agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the City of Fayetteville from invoking such remedies in the event of any future breach or default.
16. Each paragraph in this agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
17. Contractor shall not act as a broker or facilitate sales of boats.
18. Upon budget approval by the City Council, the term of the Contract shall be for one (1) year. However, said Contract may automatically renew for four (4) consecutive one (1) year terms. Renewals will be subject to budget approval from the annual budget from City Council.
19. Freedom of Information Act: City of Fayetteville 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 Fayetteville, 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 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.
20. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2020.

VENDOR

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

LIONELD JORDAN, Mayor

Printed Contractor Name & Title

ATTEST:

ATTEST:

Company Secretary

Kara Paxton, City Clerk-Treasurer

Business Address

Date Signed: _____

City, State & Zip Code

Date Signed: _____

Lake Fayetteville Boat Dock Contract Questions

1. Why do you want to manage the boat docks at Lake Fayetteville?

Our family has become an integral part of Lake Fayetteville. I would like the opportunity to preserve the friendly positive environment at Lake Fayetteville that our community has come to love. I enjoy communicating with the locals, educating tourists, and hearing the amazing stories from those that have fished this lake since childhood. I believe the facility standard we have maintained at Lake Fayetteville has allowed Lake Fayetteville to become an integral part of what makes the city of Fayetteville an amazing place to reside and visit, and I would love to be a part of its continued growth.

2. Describe your background and experiences that would lead us to believe you would be successful at managing the boat dock.

Being raised on the waterways of South Louisiana, I not only learned the importance of safety and attention to detail, but developed a passion for fishing. This passion along with my training in Psychology have allowed me to become an integral part of what many of the regulars look forward to seeing when visiting Lake Fayetteville. I truly enjoy being at Lake Fayetteville and this is exhibited in my exemplary customer service and continued to desire to grow and promote the facilities.

Over the years, I have assisted my family in their many business endeavors. My strong abilities to manage and organize have been advantageous to the success of the businesses; as well as my strong work ethic ingrained during my time in the military. I have also worked in private practice successfully managing many aspects of my personal brand, which is vital for any business in today's society with growing media access. All of these traits along with my strong beliefs about community and the pride I take in being a Fayetteville resident make me a good fit to continue to grow Lake Fayetteville into the commodity it is in NWA.

My family has raised the standard at Lake Fayetteville over the past five years, and made it a welcoming retreat for all that visit. My parents and brother will continue to be part of the team that assist me in managing Lake Fayetteville in its continued success.

3. Explain your plans and methods for managing the boat docks.

Our plan for managing the boat docks will continue to employ the same methods we currently use. These methods include prioritizing safety and customer service. Everyone is welcome at Lake Fayetteville and we enjoy getting to know each and every customer while maintaining professionalism. We have several systems in place that allow for smooth operations, such as our daily opening and closing checklists, weekly and monthly preventive checks, service, and maintenance schedules, employee manuals, and visuals for customers on the lake guidelines and safety measures. We maintain the cleanliness of the marina, grounds, and equipment daily to ensure a peaceful welcoming environment. We use the Square POS, cash register, and Quickbooks to maintain adequate records in accordance with the city's requirements. We have several well trained employees to allow for multiple shifts during each day as to avoid burnout and maintain morale for continuous excellent customer service. Our employees are trained to prioritize customer service and maintain a friendly and professional demeanor at all times. I currently reside approximately two miles from Lake Fayetteville

Lake Fayetteville Boat Dock Contract Questions

and my family members assisting with the business reside even closer; therefore, we will always have someone available within minutes to assist the marina operator at all hours.

4. Providing the highest level of services to our citizens is very important. How would you respond to customer concerns regarding operations of the lake?

Customer service is of the utmost importance to all the employees of Lake Fayetteville. When a customer presents with a concern it is our responsibility to remedy the situation and implement a long term solution to avoid any future concerns. If a customer presents with a concern which is beyond the control of our staff, we will immediately contact the proper authority and direct them to the appropriate point of contact. We will maintain open lines of communication with the City of Fayetteville and notify the appropriate department of any concerns raised beyond our scope of practice. No matter the level of concern presented from our customers, we will always reassure the customer that we care about their experience at Lake Fayetteville and will diligently work towards a solution.

5. You are required to keep financial records and reports. What experiences have you had in keeping accurate records and reports?

I have assisted my family in their many business endeavors by bookkeeping and managing logistics/inventory. I have also managed my billing and tedious documentation while working in private practice. During my time working in research at Tripler Army Medical Center, I learned the importance of detailed documentation and accurate reporting. As a City Council Member, I regularly review records and take part in the financial decision making for the City of Johnson. I have served as treasurer for several organizations such as the Fayetteville High School Booster Club and my doctorate programs student council. I have experience with several Point Of Sale softwares, Quickbooks, TurboTax, and multiple operating systems to assist in detailed accurate bookkeeping.

6. This contract requires liability insurance coverage and a \$5,000 bond for performance. Could you have these in order within ten (10) business days from notice of award?

Yes, absolutely no problem.

7. What other services, if any, would you be interested in providing to park patrons at Lake Fayetteville?

We would like to continue to offer bike and boat rentals to all park patrons. We would like to improve concessions to offer more options to our patrons who do not want to remove their boats from the water during their excursions as well as an array of healthier options for those on the trail.

8. Are there any questions you have on the list of contracted services and requirements?

I do not have any questions at this time.

**City of Fayetteville, AR
Request for Proposal
RFP 20-11, Lake Fayetteville Boat Dock Operator**

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids

All bids shall be received by **Tuesday August 25, 2020 before 2:00 PM, local time** utilizing the electronic bidding software, OR by submitting a sealed bid at the City of Fayetteville, Purchasing Division address listed below. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

City of Fayetteville
By: Les McGaugh, Purchasing Agent
P: 479.575.8220 Email: lmcgaugh@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 08.02.2020

ANGELA PEREA, PSY.D.

2593 WEST JANE CIRCLE DRIVE

FAYETTEVILLE, ARKANSAS 72704

PHONE (479)-770-3330 • E-MAIL: dr.angela.perea@gmail.com

WORK EXPERIENCE

City Council Member

City of Johnson - Johnson, AR

May 2018 - Present

- Assist in the selection and hiring of city administrators
- Initiate and assist in passing local ordinances
- Review and approve city budget and tax levy
- Participate in special subcommittees (i.e., Parks and Recreation Board)
- Serve as a Council Liaison to City Commissions or other outside agencies serving the City of Johnson
- Review and approve capital improvements for the City

Marina Operator

Lake Fayetteville Boat & Bike - Fayetteville, AR

January 2015 - Present

- Manage City of Fayetteville boating and fishing permits
- Oversee boat and bicycle rentals, inventory, and general operations

Provisionally Licensed Psychologist

Psychology and Counseling Associates - Fayetteville, AR

February 2013 - September 2015

- Performed individual and family therapy for both children and adults
- Administered psychological evaluations, diagnosis, and reports
- Provided forensic evaluations for Arkansas State Hospital and 3rd District Court

Psychological Intern

Greene County Jail - Springfield, MO

September 2008 - September 2009

- Administered intake interviews and psychotherapy services to male and female incarcerated adults and adolescents with a broad-range of psychological disorders

- Conducted suicide and risk assessments, to include crisis intervention of suicidal, homicidal, psychotic, and intoxicated clients
- Administered psychological evaluations, interpreted data, and integrated report writing with a focus on employee referred public law officials and incarcerated substance abusers
- Collaborated with medical professionals, social service organizations, and forensic entities during staffing and consultations to implement a multi-disciplinary team approach to patient care
- Supervised graduate and doctorate level students
- Instructed didactic training to students and correctional staff

Nuclear Biological Chemical Specialist

Louisiana National Guard - Alexandria, LA

February 2001 - February 2003

- Solely maintained battalion nuclear, biological, and chemical (NBC) equipment
- Trained soldiers and civilians on NBC, HAZMAT, and Emergency Response
- Worked as human resource assistant and maintained personnel files

Biological Integrated Detection Systems Specialist

U.S. Army - Fort Polk, LA

September 1998 - February 2001

- Supervised soldiers during training to detect biological agents
- Maintained assigned equipment with net worth of \$14.2 million

EDUCATION

Doctorate in Clinical Psychology

Forest Institute of Professional Psychology - Springfield, MO

2010

Bachelor's in Psychology

Drury University - Springfield, MO

2004

Emergency Medical Technician

Lamar Salter Technical Institute - Leesville, LA

2002

ALVARO PEREA

204 Shoreline Dr, Springdale, Arkansas 72764 | (C) 4794198111 | al_perea@hotmail.com

PROFESSIONAL SUMMARY

Energetic physical therapist with a productive history of patient satisfaction. Also, a self-motivated real estate investor who enjoys rehabbing homes. Caring personality with strong problem solving skills.

SKILLS

- Leadership experience
- Certified Strength and Conditioning Specialist
- First responder training
- Patient-focused therapy
- Safety Oriented
- Excellent Customer Relations
- Residential construction expert
- Boat Safety Training

WORK HISTORY

SEPTEMBER 2010-CURRENT

Physical Therapist | HealthSouth | Fayetteville, AR

- Monitored and recorded patient progress in response to therapy.
- Evaluated and treated a wide range of conditions, including chronic and acute pain, disc prolapse, whiplash, dislocations, arthritis, Multiple Sclerosis, Parkinson's, stroke and neuropathies.
- Educated patients and family members regarding diagnosis, injury prevention and therapeutic treatments.
- Accurately completed insurance and Medicaid billing and OASIS documentations in timely manner.
- Facilitated outpatient physical therapy for patients with knee and hip replacements, chronic pain and balance disorders.

EDUCATION

2009

Doctorate: Physical Therapy

Southwest Baptist University, Bolivar, MO

2001

Bachelor of Science: Business Administration

Nicholls State University, Thibodaux, LA

PREVIOUS WORK EXPERIENCES

- Lifeguard
- EMT-Basic
- Boat dock operator
- Boat Deckhand
- Fitness Center Owner/Manager
- Real estate investor

JACQUELINE PEREA

204 Shoreline Dr, Springdale, Arkansas 72764 | (C) (479)841-4523 | jlperea21@gmail.com

PROFESSIONAL SUMMARY

Enthusiastic team player, deeply committed to delivering quality care as a Physical Therapist for geriatric and neurological patients.

SKILLS

- Program development
- Customer-oriented
- Organized
- Personable
- Safety Oriented
- Excellent Customer Relations
- First responder training
- Adaptive to changing environments

WORK HISTORY

SEPTEMBER 2010-CURRENT

Physical Therapist | HealthSouth | Fayetteville, AR

- Taught patients how to live within the limits of their capabilities and celebrated their successes.
- Planned individually-designed treatment programs to restore, maintain and improve physical functioning, alleviate pain and prevent disability.
- Recorded detailed prognosis, treatment, responses and progress notes in patient charts.
- Communicated effectively with other care providers (physicians, nurses, business office, and medical records) to provide for continuity of patient care.
- Contributed to team meetings and collaborated with management in the decisionmaking process.
- Consistently exhibited courtesy, compassion and respect to patients, families, caregivers, visitors, physicians, administrators and co-workers.
- Taught patients uses of wheelchairs, braces, canes, crutches and prosthetic devices.

EDUCATION

2009

Doctorate: Physical Therapy

Southwest Baptist University, Bolivar, MO

2007

Bachelor of Science: Pre-Med

Arkansas Tech University, Russellville, AR

PREVIOUS WORK EXPERIENCES

- Lifeguard
- YMCA after school program assistant
- Real estate investor

LORETTA TANNER

203 Shoreline Drive, Springdale, AR 72764 ■ H: 4794195487 ■ C: 9852095327 ■
lorettaetanner@yahoo.com

PROFESSIONAL SUMMARY

Highly experienced Licensed Professional Counselor and Educator with a strong dedication to the total development of children and all human beings. Caring and qualified educator with over 33 years of experience. Outpatient mental health counselor in private practice for over 20 years helping clients cope with or overcome mental disorders by providing individual, family and group counseling.

SKILLS

- Outstanding social skills
- Interpersonal skills
- Positive reinforcement
- Motivational
- Effective time management
- Positive friendly person
- Multi-cultural trained
- Organized & Flexible
- Dedicated & Trustworthy
- Healthy & energetic
- Good listener & speaker
- Speak Spanish/French

WORK HISTORY

Educator/Counselor

Terrebonne Parish School Board - Houma, LA

12/1977 - 05/2013

I worked as an educator and taught various grades (1st-8th) and taught Gifted and Talented Students at schools in Terrebonne Parish in Louisiana. I was also a School Counselor for over 20 years working with Elementary and Middle grade students.

Licensed Professional Counselor and Licensed Marriage and Family Therapist

Self Employed Counselor - Houma, LA

07/1995 - 08/2013

I worked as a part time Self Employed Licensed Counselor doing private counseling for about 18 years in Terrebonne Parish. I was also a Licensed Supervisor and supervised other counselors.

EDUCATION

High School Diploma:

South Terrebonne High School - Bourg, LA

1973

LPC Supervisor:

Our Lady of Holy Cross College - New Orleans, LA

2004

Master of Arts: Education/Gifted & Talented/Counseling

Nicholls State University - Thibodaux, LA

1977 (B.A.) & 1986 (M.ED.)

CERTIFICATION/LICENSES

National Board Certified Counselor #42284 (1995)

Licensed Professional Counselor #1911 (1995)

Licensed Marriage & Family Therapist #383 (2002)

Board Approved Supervisor #S1911 (2004)

FEMA Emergency Responder for Crisis Interventions (2009)

Red Cross Disaster Trained - Emergency Assistant & Mental Health Services (1999)

WILLIAM TANNER

203 Shoreline Drive, Springdale, AR 72764

Home: 4794195487 - Cell: 9858552692 - billedtanner@yahoo.com

PROFESSIONAL SUMMARY

Grocery Store Manager with 50 years in the grocery business. Demonstrated history of maintaining high employee morale and maximizing store profits. Conceive, develop and execute innovative initiatives that reduce costs and optimize efficiency. Assemble and mentor teams to meet and exceed expectations in a collaborative work environment.

SKILLS

- | | |
|-------------------------------|---------------------|
| • Store management | • Adaptability |
| • Customer-focused | • Prioritizing |
| • Strong communication skills | • Multitasking |
| • Strong work ethic | • Effective trainer |
| • Employee training | • Integrity |

WORK HISTORY

09/1980 to 09/2013 **Store Manager**

Rouses' Supermarket – Thibodaux, LA

- Reported on weekly sales to management.
- Conducted annual performance reviews.
- Followed proper standards for product freshness, food safety, weights and measures, refrigeration and sanitation.
- Supervised, trained and developed team members in accordance with company policies and procedures.
- Conducted weekly sales meetings with team members to establish merchandising, sales and profit objectives.
- Maintained an atmosphere of enthusiastic customer service.
- Established and maintained a positive work environment.
- Carried out supervisory responsibilities in accordance with company policies and applicable laws.
- 50 years retail experience.

EDUCATION

1960

High School Diploma:

Terrebonne High School - New Orleans, LA

TRAININGS

Ongoing training with the grocery store business on computer classes, health & sanitation, preparation & handling of food, communication skills, seminars and conferences on human resources.

Aaliyah Jackson

2593 West Jane Circle Dr.
Fayetteville, AR 72704
(479)-770-3331
aaliyah.jck@gmail.com

EDUCATION

University of Arkansas, Fayetteville, AR

August 2019 - Present

Fayetteville High School, Fayetteville, AR — *High School Diploma*

August 2015 - May 2019

- Member of FBLA

WORK EXPERIENCE

Sam's Club, Springdale, AR

April 2020 - Present

- Operating front end equipment
- Customer service
- Sales experience

International Students and Scholars Office, Fayetteville, AR

August 2019 - May 2020

- Assist international students with becoming certified in this ISS program
- Plan and organize programs for international students
- Prepare mailings, emails, errands, and other duties assigned

Lake Fayetteville Boat and Bike, Fayetteville, AR — *Marina Operator*

May 2017 - PRESENT

- Conduct City of Fayetteville boating and fishing

SKILLS

Computer Skills:

- MS Office-Word, Excel, Outlook, Powerpoint, OneNote
- Google Drive-Docs, Sheets, Slides, Forms
- Social Media-Facebook, Twitter, Instagram, Snapchat

Other Skills:

- Experience providing customer service to a wide demographic

- permit sales
- Perform boat and bicycle rentals
- Accountable for inventory sales and stocks

Certifications

- Boaters Safety License
- JAG Program

Part time child care provider, Fayetteville, AR

June 2016 - August 2019

- Assist grade school children with school and house work
- Supply transportation for children
- Clean and organize designated areas

VOLUNTEER EXPERIENCE

Christian Life Cathedral, Fayetteville, AR — Leaders Program

August 2017 - December 2018

- Work as a mentor to grade school kids in the youth program, Transfer
- Provide supervision for children during summer program
- Instructed elementary aged children during Sunday School programs

Mission Trips, Honduras

July 2017 - July 2018

- Serve the people of Honduras for a span of two weeks per year for two consecutive years
- Participate in medical clinics in underserved areas
- Contribute to building houses for those that is was needed