



PARKS & RECREATION

5770 Rockfish Road, Hope Mills, NC 28348
910-424-4500 • Fax 910-429-3391

Request for Proposals (RFP)

Date of Issue: *March 1, 2023*



Concession Operations at Hope Mills Municipal Park Project Manager Contact Information

Meghan H. Freeman, Parks and Recreation Assistant Director
Town of Hope Mills
Parks and Recreation Department
(910) 426-4110
mhawkins@townofhopemills.com

A Proud Past A Bright Future

1. DEFINITIONS IN THIS RFP

“Town” means the Town of Hope Mills.

“Proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFP.

“Proposer” is the person, vendor, or corporation that submits a Proposal.

“Contractor” is the Proposer with which the Town enters into a contract to provide the services sought by this RFP.

2. PURPOSE OF RFP & SCOPE OF SERVICES

The Town of Hope Mills Parks and Recreation (HMPR) is soliciting proposals in order to identify individuals and/or businesses qualified to operate and manage the concessions stand located at Shelter #1 at Hope Mills Municipal Park (Municipal Park). This RFP is designed for the purpose of creating a contractual relationship with the selected vendor for the operation of the Municipal Park concession stand. The selected vendor will be required to operate the facility according to the terms and conditions as outlined in the Town of Hope Mills Parks & Recreation Concession Operations Vendor Agreement. See Appendix C for an example of the contract.

2.1. BACKGROUND

With just over 28 acres, Hope Mills Municipal Park is one of the community’s most treasured resources. Hope Mills Municipal Park includes 6 lighted athletic fields, Hope Mills Veterans Memorial, Hope Mills Skate Park, Hope Mills Dog Park, tennis courts, 2 picnic shelters, restrooms and a 1.6-mile walking trail.

Municipal Park is host to a variety of athletic programs/tournament and special events throughout the year. Co-ed T-ball, Baseball, Softball and Soccer are held during the spring, while Soccer, Baseball, Cheerleading and Football are held during the fall. Typical hours are in the evening during the week with some weekend hours.

There are several renovation and new construction projects underway. Renovations include concession stand improvements, outdoor basketball, and ADA improvements / expansion of the playground area. New construction includes new playground equipment and the Town’s first splashpad. All of the construction projects are scheduled to be complete and open to the public in mid-Spring 2023. Normal hours of operation will be from dawn to dusk.

2.2. DESCRIPTION OF CURRENT CONDITIONS

The Municipal Park concession stand is adjacent to baseball field #2 and located within Shelter 1 (see attached Appendix - D). The building is approximately 218 sq. ft. and has the following features: a double-slide serving window, counter space, custom shelving, storage area, and a covered eating area with picnic tables. Existing utilities include a water heater, 3-bay scullery sink, and a hand washing sink. The exterior area of the concession stand has LED Security Cameras and shelter lighting, and public restrooms.

2.3. SCOPE OF RENTALS

HMPR is requesting proposals from interested parties for a *3-year service contract to operate and manage the Municipal Park concession stand*. The contract has a written clause which gives the option to extend the contract for two (2) one-year extensions, at the sole discretion of the Town.

The contractor will provide quality concession service for patrons at Municipal Park. Food and beverages shall include a wide variety of hot and cold items, fresh food and beverages that are in compliance with North Carolina and Cumberland County Health Department Regulations.

Currently, the concession stand is a “Limited Food Establishment” as defined by Cumberland County Health Department and North Carolina *G.S. 130A-247(7)*. Contractor can sell pre-packaged food such as chips, candy, crackers, chewing gum, bubblegum, sunflower seeds, and chocolate bars. Contractor may also sell prepared foods such as hotdogs, nachos, sno-cones, and popcorn. Rolling hotdog machines, crock-pots and microwaves are acceptable ways to prepare these foods. Popcorn makers are allowed provided it is cleaned after each use. Packaged ice cream bars, or a variation of such, can be sold if Contractor provides a commercial freezer to store the ice cream.

The Contractor must provide **ALL** equipment for the concession stand operation.

1. Priority will be given to proposals that express desire to add improvements to Concession Stand to expand food options offered. See Appendix C, “4. **CONCESSIONAIRE IMPROVEMENTS ...**”

3. REQUIREMENTS

The Proposals should be divided into the individual sections listed below. Proposers are urged to include only information that is relevant to this specific service so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP, and emphasize the Proposer’s demonstrated capability to provide services of this type.

All requirements, questions, and requested data of this RFP should be addressed in your response. The Town reserves the right to request additional information which, in its opinion, is necessary to ensure that the Proposer’s competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

Please refer to section 4.9, “FORMAT” for SOQ format guidelines.

3.1. COVER LETTER

The Proposal should contain a cover letter, signed by a principal in the company, indicating his or her title that he or she has authority to submit the proposal on behalf of the company, including the cover letter, and which should contain the following statement:

“The undersigned has the authority to submit this Proposal on behalf of the name of company in response to the Town of Hope Mills RFP for Concession Operations.

The cover letter should contain one of the following two paragraphs:

“With respect to all trade secrets that the Proposer may submit to the Town in connection with this Proposal or the Memorandum of Agreement (MOU), if the Town enters into a MOU with the Proposer, the Proposer shall comply with the section of the RFP titled “Trade Secrets and Confidentiality,” (see Appendix A) including but not limited to all of its subsections, such as the subsection titled “Defense of Town.” The Proposer acknowledges that the Town will rely on the preceding sentence.”

-or-

“The Proposer is not submitting and shall not submit any trade secrets to the Town in connection with this SOQ or the Contract, if the Contract is awarded to the Proposer. The Proposer acknowledges that the Town will rely on the preceding sentence.

3.2. QUALIFICATIONS AND REFERENCES

The Proposal should provide a description of the professional experience, background, qualifications and professional licensing / certification of the company. The Proposer should show that their company possesses demonstrated experience in all areas of the scope of services.

Include:

- Brief history of the Proposer, range of services offered, licensing and number of years experience.
- Identify any subcontractors (or partners) proposed to be used in this business venture and their location. Clearly explain their role and the percentage of involvement.

3.3. RELEVANT EXPERIENCE

Provide a summary of Proposer’s experience with services of similar scope.

Behind “Tab1”, to be attached to the Proposal, include detailed information for as many as five years of business experience and/or combined experience of subconsultant’s provision of concession operations. Preferably, these services will have been completed in the last five years. Information should include a description of the rental services, location of venue, client name and telephone number (if relevant), and dates and years of operation. As part of the selection process the Town may contact the Proposer’s references.

3.4. COMPANY MANAGEMENT TEAM

Identify the primary contact who would be assigned responsibility for this business and note their experience with services of a similar scope. Also identify other assigned personnel, their qualifications and their location.

Include detailed resumes behind “Tab 2” to be attached to the Proposal.

Illustrate the projected availability of proposed team members to begin work and the percentage of their time to be devoted to the business.

3.5. METHODS AND PROCEDURES

The Proposal should provide a detailed methodology for procedures of the concession operations. This approach shall include additional suggestions that are not specifically requested in this RFP, but are considered necessary to ensure the highest degree of safety, value and operation.

If your Proposal assumes that the Town will take certain actions or provide certain facilities, data or information, state these assumptions explicitly.

3.6. EQUAL BUSINESS OPPORTUNITY

It is the policy of the Town to provide equal opportunities for Town contracting for small firms owned by socially and economically disadvantaged persons doing business in the Town’s Contracting Marketplace. It is further the policy of the Town to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

“Equal Opportunity Statement” and the “Employee Breakdown” documents are required of all contractors. In lieu of “Employee Breakdown,” contractors may submit a copy of the current EEO-1 form (corporate basis). Other forms in the package should be used as needed.

Include the completed documents behind “Tab 3” to be attached to the Proposal.

3.7. NON-COLLUSION

This RFP constitutes an invitation to bid or propose. Include and sign the following with your response:

The Town of Hope Mills prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____ affirm that I have not engaged in collusion with any Town employee(s), other person, corporations or firms relating to this bid, PROPOSALS or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature: _____

3.8. SERVICE CONTRACT

It is the Town's intention to use the Service Contract that is attached as Appendix C. If your firm objects to any of the MOU's content, please state the objections.

3.9. EXCEPTIONS

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, Proposer must expressly state that no exceptions are taken.

If your firm wishes to submit a proposal that does not comply with the standards as discussed above, it is recommended that you also submit one that does comply in addition to the one that does not comply so that your "non-compliant" version can be considered as an alternative if the Town is interested in it. This will allow your firm's compliant version to be considered if the Town remains steadfast on applying the standards discussed above.

4. CONDITIONS

4.1. PRE-SUBMITTAL MEETING

The Town will conduct a pre-submittal meeting at the project site at **11:00am, on Monday, March 27, 2023**. Attendees should be familiar with this RFP. Attendance is strongly recommended and the Town may consider attendance in deciding on the award of the contract.

4.2. SUBMITTAL TIMELINE

The following is the likely schedule and timing leading up to a contract signing. The Town may change this schedule as appropriate

Advertisement Wednesday, March 1, 2023
Pre-submittal meeting Monday, March 27, 2023
Proposals submitted Monday, April 3, 2023
Evaluation procedure / contract negotiation Monday, April 10, 2023
Board of Commissioners contract approval Monday, April 17, 2023

4.3. LIMIT ON CLAIMS

No Proposer will have any claims or rights against the Town for participating in the PROPOSAL process, including without limitation submitting a PROPOSAL. The only rights and claims any Proposer will have against the Town arising out of participating in the PROPOSAL process will be in the Contract with the selected Proposer.

4.4. SUBMITTAL DEADLINE AND LOCATION

An electronic copy of the Proposer’s Proposal should be received by Meghan Hawkins Freeman via email prior to 5:00pm on Monday, April 3, 2023.

ALL proposal submitted must be email to Meghan Hawkins Freeman
mhawkins@townofhopemills.com

4.5. QUESTIONS

At least 10 days prior to the submittal deadline, questions about the RFP should be submitted, in writing, to:

Meghan H. Freeman, Parks and Recreation Assistant Director
Town of Hope Mills
5770 Rockfish Road
Hope Mills, NC 28348
mhawkins@townofhopemills.com

4.6. DISCRETION OF THE TOWN

The Town of Hope Mills reserves the right to reject any or all Proposals. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the provision refers specifically to this provision, the Town reserves the right (i) to negotiate changes of any nature with any company proposing to do the work with respect to any term, condition, or provision in this document and/or in any Proposal, whether or not something is stated to be mandatory and whether or not it is said that a Proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for the work with one or more companies that do not submit a Proposal. For example, all deadlines are for the administrative convenience or needs of the Town and may be waived by the Town in its discretion.

4.7. FINANCIAL CONDITION OF THE FIRM

The Town may request that the Proposer provide an annual operating statement, income tax form, or other reasonably comprehensive evidence of financial condition. Financial data provided in response to this RFP will be held confidential if marked "confidential".

The Proposer must be willing and able to provide insurance coverage, bonding and forms required by the Town (Appendix B).

4.8. COMPENSATION

The contractor will pay the Town of Hope Mills Parks and Recreation, a concession fee, to the sum of _____ % of the contractor's net revenues, excluding sale tax, of all sales ("net sales"). Payment of the percentage of net sales shall be made monthly and are due by the 15th of each month. A monthly gross receipt report (by day) and copies of deposit receipts shall accompany this payment.

Payments shall be made by check payable to the "Town of Hope Mills", with "Parks & Recreation" in the memo line. Monthly checks and reporting information can be:

- Mailed to: Town of Hope Mills Parks & Recreation, 5770 Rockfish Road, Hope Mills, NC 28348
- Dropped off to Parks & Recreation Staff at the Front Desk Hope Mills Parks & Recreation Center
- Monthly reports must also be emailed separately to Meghan Hawkins Freeman mhawkins@townofhopemills.com

A late fee of five (5%) percent of the amount owed to HMPRD will be added per month (cumulative) for payments postmarked by the post office or hand delivered after the 15th day of the month.

Upon a reasonable request (seven [7] days' notice required), HMPRD may review contractors financial records with regards to its sales pursuant to this contract.

4.9. FORMAT

The Proposal should be no longer than six pages in length, exclusive of individuals' resumes, examples of work experience and references. Minimum font size should be the equivalent of 12pt Times New Roman. One-inch margins are preferred.

Expensive bindings, colored displays, promotional materials, etc. are not necessary, nor desired. Emphasis should be concentrated on completeness and clarity of content.

Please refer to Section 3 for information on submittal requirements.

4.10. EVALUATION CRITERIA

It is the policy of the Town that the selection of companies to provide professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. The Town will put each Proposal submitted through a process of evaluation to determine responsiveness to all administrative and technical requirements of the RFP.

The evaluation criteria are intended to be used to make a recommendation to the entity or person who will award the contract, but who is not bound to use these criteria or to award to a firm on the basis of the recommendation. Further, the Town reserves the right to vary from this procedure as it determines to be in the Town's interest.

4.10.1. EVALUATION METHOD

Compliance Check: All Proposal will be reviewed to verify that minimum requirements have been met. Proposals that have not followed the requirements in this RFP or do not meet minimum content and quality standards may be eliminated from further consideration.

Analysis: Members of an evaluation team assigned by the Parks and Recreation Department will independently analyze each Proposal. The evaluation team will analyze how the Proposers' qualifications, experience, professional content, and proposed methodology meet the Town's needs. Points will be assigned by each committee member using the point-scoring schedule below as a guideline.

At the discretion of the Town, the evaluation team may decide to conduct interviews of a short list of Proposers.

4.10.2 POINT-SCORING SCHEDULE

Qualifications will be evaluated using the following criteria (Total possible points = 100):

Proposer’s Qualifications and Experience: 20 Points

Verifiable capacity, experience on similar provided services and an outstanding record of successfully operated business venture. Past performance on Town projects may be considered.

Personnel Qualifications and Experience: 20 Points

Proposer’s principal(s) and key personnel show experience that are deemed to meet the scope of services.

Project Approach: 20 Points

Proposer’s familiarity with, and understanding of the Town’s scope of services and their ability to innovate upon and complete the work.

Workload / Ability to meet Schedule: 20 points

Number, location and experience of personnel assigned to the business, their projected workload and availability.

Quality of the SOQ: 20 Points

Overall quality of the Proposal: the requirements of the RFP were addressed; the content of the Proposal was clear, concise and easily read; there is an absence of typographical errors.

Appendix A: Trade Secrets and Confidentiality

As a general rule, all submissions to the Town are available to any member of the public. However, if materials qualify as provided in this section, the Town will take reasonable steps to keep Trade Secrets confidential.

(a) Designation of Confidential Records. The terms “Trade Secrets” and “record” are defined in (a)(1) (Definitions). To the extent that the Proposer wishes to maintain the confidentiality of Trade Secrets contained in materials provided to the Town that will or may become a record, the Proposer shall prominently designate the material as “Trade Secrets” at the time of its initial disclosure to the Town. The Proposer shall not designate any material provided to the Town as Trade Secrets unless the Proposer has a reasonable and good-faith belief that it contains a Trade Secret. When requested by the Town, the Proposer shall promptly disclose to the Town the Proposer’s reasoning for designating individual materials as Trade Secrets. In providing materials to the Town, the Proposer shall make reasonable efforts to separate those designated as Trade Secrets from those not so designated, both to facilitate the Town’s use of records and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a Trade Secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only Trade Secret information on a page and nothing else on that page. To the extent authorized by applicable state and federal law, the Town shall maintain the confidentiality of records designated “Trade Secrets” in accordance with this section. Whenever the Proposer ceases to have a good-faith belief that a particular record contains a Trade Secret, it shall promptly notify the Town.

(1) Definitions.

“Trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

“Record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the Town of Hope Mills in connection with the Proposer’s SOQ.

(b) Request by Public for Access to Record. When any person requests the Town to provide access to a record designated as Trade Secrets in accordance with subsection (a), the Town may

(1) decline the request for access,

(2) notify the Proposer of the request and that the Town intends to provide the person access to the record because applicable law requires that the access be granted, or

(3) notify the Proposer of the request and that the Town intends to decline the request.

Before declining the request, the Town may require the Proposer to give further assurances so that the Town can be certain that the Proposer will comply with subsection (c) (Defense of Town).

(c) Defense of Town. If the Town declines the request for access to a record designated as Trade Secrets in accordance with subsection (a), the Proposer shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the Town's non-disclosure of the records. In providing that defense, the Proposer shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the Town Attorney. Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. Indemnitees" means the Town, and officers, officials, independent contractors, agents, and employees, of the Town. "Indemnitees" does not include the Proposer. The Town may require the Proposer to provide proof of the Proposer's ability to pay the amounts that may reasonably be expected to become monetary obligations of the Proposer pursuant to this section. If the Proposer fails to provide that proof in a timely manner, the Town shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the Town to require any natural person to be imprisoned or placed in substantial risk of imprisonment as a result of alleged nondisclosure of records or for alleged noncompliance with a court order respecting disclosure of records. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the Town and the Proposer.

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Appendix B: Insurance Requirements

The Company shall not commence work under this contract until the Company has obtained all insurance required, and such insurance has been approved in writing by the Town. Insurance required shall remain in effect through the term of this contract. Failure to maintain the required insurance coverage shall constitute grounds for contract termination.

Insurance requirements are as follows:

1.0 Public Liability and Property Damage

The Company shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by himself or by any sub-Designer, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the Town. The Town of Hope Mills shall be named as an additional insured on all coverage.

2.0 Other Insurance

The Company shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

3.0 Workers Compensation

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, and \$100,000 disease each employee limit, provide coverage for employers and owners.

4.0 Cancellation

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent by registered mail.

5.0 Proof of Carriages

The Company shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval of such insurance is granted by the Town.

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**TOWN OF HOPE MILLS PARKS & RECREATION
CONCESSION OPERATIONS VENDOR AGREEMENT**

This agreement entered into the 1 day of **March, 2023**, is made between [Company Name] hereinafter known as Concessionaire, and the Town of Hope Mills, hereinafter known as the Town, for the operation of the Concession Stand located in Shelter #1 at Hope Mills Municipal Park. The Concessionaire agrees to operate the concession stand in good faith and in accordance with the conditions listed below:

THE CONCESSIONAIRE SHALL:

1. Ensure the concession stand operations shall meet all requirements as set forth by the State of North Carolina Department of Health and Human Services for Limited Foodservice Establishments. It is the responsibility of the Concessionaire to insure that the facility meets the guidelines for Limited Food Service Establishments.
2. Agree to accept all responsibility and liability regarding the Foodservice operation. This responsibility includes but is not limited to, proper cleaning and sanitizing of the concession stand and all utensils, as well as, properly preparing, handling and storing all food items so as not to propose a health risk to the general public.
3. Agrees to obtain all appropriate permits from the appropriate departments, including the Cumberland County Health Department, prior to usage.
4. **CONCESSIONAIRE IMPROVEMENTS**
 - a. HMRPD will waive fees owed to the town, until 75% of monies spent for upgrades, up to \$20,000 (max amount allowed to be recouped is 75% of \$20,000 = \$15,000), by concessionaire is recovered by concession sales. Once 75% of monies is recouped, Concessionaire will pay the HMRPD the agreed upon percentage of monthly sales.
 - i. Length of contract negotiable if 4a is completed by concessionaire.
 - ii. Items of improvements such as power, food cooking equipment to increase capabilities of food offered, security, service area enhancements, customer seating, signage, storage, etc..
 - iii. Monthly reports are required by the 15th of every month.
 - iv. It is to be understood any modifications or improvements desired by the bidder shall be installed at the sole expense of the bidder.
 - v. Any improvement requires advance written approval from the Town and Cumberland County Health Department.
 - vi. Receipts for all work, material, etc., must be submitted as soon as received by Concessionaire.
 1. Copies of receipts must be submitted to Meghan Hawkins Freeman at mhawkins@townofhopemills.com no later than five (5) business days of date on receipt of purchase and/or payment.
 - vii. All improvements shall become the property of the Town upon completion of installation; provided the concessionaire shall be entitled to utilize the modifications and improvements for the duration of the contract.
5. Will provide all equipment, supplies, items and articles necessary for provision of concession sales.
6. Will not hold the Town or any of its employees responsible in the event of injuries to persons who operate the concession stand.
7. Will hold the Town harmless for any and all losses or damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the Town for reasons associated with the concession operation.

8. Agrees to maintain the concession stand in a clean, sanitary and safe condition and leave the concession stand in the state of cleanliness in which it was found. The Concessionaire shall accept responsibility for any repairs necessitated by the negligence or willful acts of the Concessionaire's agents, volunteers or invitees. Any repairs necessary due to the latter should be planned, coordinated and executed with the assistance of the Town.
9. Agrees to operate concession stand for all approved Hope Mills Parks & Recreation Department (hereinafter known as HMPRD programs during the time of the contract. Operation of concession stand during non HMPRD events is allowed as long as approved by HMPRD staff. The Concessionaire will operate on any other mutually agreed upon day. Concessionaire will open for business at least 30 minutes prior to the scheduled starting time of the first game/practice of the day/evening and close concession operation no earlier than 15 minutes following the end of the final game/practice on that day/evening. These times may be modified with approval of HMPRD staff.
10. Special Events/Programs that the HMPRD host will not be included in this contract. Special Events and Programs will be on a case by case basis and HMPRD staff will inform the concessionaire if there is an opportunity during these events/programs.
11. The concessionaire is expected to operate on all baseball/softball tournament dates. However, should a tournament host/group request operation or control of the concession stand during that tournament, the concessionaire has first right of refusal. The tournament host/group will only be given permission to rent and operate the concession stand if the concessionaire opts not to run the concession stand himself/herself.
12. Shall provide concession services in a manner that adequately serves the total abled/disabled public wishing to utilize the service. Discriminatory methods of operation will not be tolerated.
13. Will notify the HMPRD if the need to cancel scheduled services at least fourteen (14) days prior to the service date(s). HMPRD may elect to refuse future contracts to the Concessionaire canceling service and has the right to obtain service from another vendor for that time period with no recourse from the concessionaire.
14. Shall conform to and abide by all park/usage policies, the Town and Cumberland County ordinances, all state and federal laws and regulations that are applicable to public park concession sales and instructions from the HMPRD staff.
15. Concession workers coming in contact with the public should be courteous, polite and helpful to the park and concession patrons; concession workers should not be minors unless directly supervised by an adult concession worker.
16. Agrees to honor any vendor contracts or concession-related obligations of the Town.
17. Understands and agrees that the sale of alcohol and/or tobacco products is not allowed. The Concessionaire shall submit a list of all products for sale with prices to the HMPRD staff with his/her proposals and for approval prior to usage. Any change in pricing proposed during the contact must be approved by HMPRD staff. HMPRD has the right of final approval of menu and pricing. HMPRD reserves the right to cancel the contract of any Concessionaire charging prices deemed unreasonable.
18. Agrees to pay HMPRD _____ % per month, per concession stand, on the gross receipts of sales in which the concession stands are open. These terms can be modified during the period of this contract if both parties agree to them. Shall submit a sales report and payment to the HMPRD on a monthly basis. The sales report is due no later than the 15th day of the month following the report month, and must be accompanied by the appropriate payment. Sales report to be submitted to Meghan Hawkins Freeman at mhawkins@townofhopemills.com
19. A late fee of five (5%) percent of the amount owed to HMPRD will be added per month (cumulative) for payments postmarked by the post office or hand delivered after the 15th day of the month.

20. Upon a reasonable request (seven [7] days' notice required), HMPRD may review concessionaire financial records with regards to its sales pursuant to this contract.
21. If HMPRD terminates the contract and keys are not returned by the specified date, the concessionaire will be charged a fee to replace the locks and keys to the concession stand.
22. Agrees to purchase and maintain at its own expense during the term of this contract the following insurance covering its operation, a copy of which is to be provided with the initial proposal to the HMPRD:
 - a. General Liability – Bodily and property damage liability as shall protect the Concessionaire and any subcontractor performing work under this contract from claims of bodily injury and property damage which arise from the operations of this contract whether such operations are performed by Concessionaire, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than one million dollars (\$1,000,000.00) bodily injury each occurrence/aggregate, or one million dollars (\$1,000,000.00) property damages each occurrence/aggregate, or one million dollars (\$1,000,000.00) bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability.
 - b. Commercial concessionaires shall have Commercial General Liability with the same amounts and coverage listed in Item 1 (above).
 - c. Commercial concessionaires shall also have Workers Compensation insurance in the amount and form to meet all applicable requirements of the laws of the State of North Carolina.

TOWN OF HOPE MILLS PARKS & RECREATION DEPARTMENT

23. Will provide all available utilities including power, water and sewer at no charge to the concessionaire for the duration of the agreement as set forth above.
24. Shall be responsible for maintenance of the structure, plumbing, exterior walls, roofs, exterior and interior doors, interior electrical and any other repairs.
25. Will provide concessionaire with schedules of games, events and tournaments during the time of the contract. Notification of rescheduled games, events and tournaments will be given to the concessionaire as soon as dates are confirmed.
26. Reserves the right to conduct random, unscheduled inspections and/or to request a financial report of concession operations at any time deemed necessary.
27. Reserves the right to order the removal of any item sold or kept for sale that is judged to be inappropriate by the HMPRD.

OBLIGATION AND INDEMNITY

28. Neither party shall be held responsible to the other for losses resulting from fire, flood, ice snow, Act of God or any cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence the party is unable to prevent.
29. The Concessionaire agrees to indemnify and hold harmless the Town of Hope Mills from any and all liability incurred, and will take up and defend any litigation arising from, any injury or damage to any person or firm resulting from any negligent or willful act or omission of the concessionaire, its agents or employee
30. By signing below, both parties indicate that they have read and agree to abide by the terms listed above to the best of their abilities. This agreement will become null and void with written consent by both parties.

TERMS OF THE CONTRACT

31. This contract begins on Month, Day, Year and ends on Monday, Day, Year for a 3-year service contract, with two (2) one-year options to extend the contract, at the sole discretion of the Town, to operate and manage the Shelter #1 Concession Stand.

CANCELLATION OF CONTRACT

32. The HMPRD reserves the right to terminate this contact immediately for any of the following reasons:
- a. Inaccurate reporting and/or failure to pay required fees to the HMPRD.
 - b. Opening the concession stand for events later than specified in this contract or closing the concession stand earlier than stated in this contract.
 - c. Failure to properly serve at a scheduled or assigned event previously agreed upon by the concessionaire or opening too late and/or closing too early as determined by the Parks and Recreation staff.
 - d. Detrimental behavior of concessionaire employees or other factors that are deemed to negatively impact the safety and well-being of patrons, property or service of the HMPRD.
 - e. Failure to comply with any aspect of this agreement.
 - f. Concessionaire extends concession operation to any other park, facility or area managed by the HMPRD other than the concession stands listed in the first paragraph of this agreement, without the express, written consent of the HMPRD.

To Be Completed by Concessionaire:

Owner/Company Name: _____ Address: _____

Phone: _____ Email: _____

Emergency Contact Person/Phone: _____

Signature: _____ Date: _____

W-9 Completed: _____ Contractor vs. Employee Checklist Completed: _____ N/A _____

Town of Hope Mills:

Agreement Start Date: _____ Expiration Date: _____

Background Investigation Required Completed: _____ Date: _____

Town Manager: _____ Attest: _____

Jane G. Starling, Town Clerk

This instrument has been pre-audited in the manner required by the local government budget and fiscal control act.

Drew Holland, Finance Director

Date

HOPE MILLS MUNICIPAL PARK



- 1 HMMP FIELD 1
- 2 HMMP FIELD 2
- 3 HMMP FIELD 3
- 4 HMMP FIELD 4
- 5 HMMP FIELD 5
- 6 HMMP FIELD 6
- P** PARKING
- No P** NO PARKING

SHELTER 1 CONCESSION

