



Request for Proposal: Operation of Concessions at Parks & Recreation Facilities

The Town of Forest City is soliciting proposals for the operation of the concession stand located at the Forest City Pavilion On Park Square (POPS) located at 153 Park Square, Forest City, NC 28043. This area for which food and beverage would be provided includes the entire fenced-in area identified as Forest City Pavilion On Park Square. The selected company would be responsible for food and beverage to service the entire park for the period from April 1st, 2019 to October 31st, 2019, specifically including the events as listed below. The Town will be responsible for all programmatic functions and staffing requirements for non-food and beverage sales at POPS. Concessionaires will be responsible for the sale of a variety of quality food and drink items at reasonable market prices for Town-sponsored events, including but not limited to the events listed below.

2019 Proposed Events and Dates

- Saturday, 4/6 - Final Four Viewing Party
- Monday, 4/8 - National Championship Viewing Party
- Saturday, 5/4 - Star Wars Marathon (May The Fourth Be With You)
- Thursday, 5/16 - Alive After Five (Third Thursday)
- Saturday, 5/18 - Grand Opening/Kickoff Concert
- Friday, 5/24 - Free Movie Friday (Fourth Friday)
- Friday, 6/14 - Cherry Bounce Festival
- Saturday, 6/15 - Cherry Bounce Festival
- Thursday, 6/20 - Alive After Five (Third Thursday)
- Friday, 6/28 - Free Movie Friday (Fourth Friday)
- Thursday, 7/18 - Alive After Five (Third Thursday)
- Friday, 7/26 - Free Movie Friday (Fourth Friday)
- Thursday, 8/15 - Alive After Five (Third Thursday)
- Friday, 8/16 - Hot Nights and Cool Rides Cruise-In
- Saturday, 8/17 - Hot Nights and Cool Rides Car Show
- Friday, 8/23 - Free Movie Friday (Fourth Friday)

Requirements

1. Concessionaire will be selected based on bid proposals submitted to the Town.
2. Contract will be awarded for the time period listed above requiring concessions to be provided for the events on the dates listed above. The Town reserves the right to add additional Town-sponsored events. The Town and the selected Concessionaire may jointly determine that concessions are not required for a particular event. It is acknowledged that if the Town adds events and food and beverage services are required, the Town will do so in consultation with the



selected Concessionaire. It is further acknowledged that the Town may conduct events which have a limited need for outside food and beverage which could be satisfied without necessity of the selected Concessionaire's services.

3. The Town reserves the right to rent the park on a case-by-case basis for non-Town events such as weddings, reunions, etc. for which the renter may wish to employ their own food and beverage provider during the time period.
4. Concessionaire must lease the entire park from the Town for the purpose of concessions sales, but the Town reserves the right to manage the overall operations of POPS.
5. Concessionaire will be required to meet all state health codes and inspection laws and have all appropriate certifications posted, including but not limited to cleaning the facility prior to any inspections.
6. Concessionaire is responsible for cleanliness of concession facility, including but not limited to, debris such as cardboard containers and plastic containers, for products used by Concessionaire. At the end of an event, the Concessionaire is responsible for placing debris in dumpsters or removing debris from the leased premises.
7. Concessionaire will employ adequate, qualified and experienced personnel who meet all legal requirements.
8. Concessionaire will provide any equipment not otherwise available from the Town for each event, including all necessary sales equipment (ex. registers, iPads, etc.).
9. Concessionaire will keep all items for concession sale at a reasonable and fair market price.
10. Concessionaire must have the ability to handle events of any size and provide all services, including the serving of alcohol.
11. The Town reserves the right to sell event items within the concession area.
12. Any change to the concession area must be approved by the Town. Any permanent equipment or fixture placed on the leased premises by the Concessionaire will become the property of the Town.
13. The Town reserves the right to enter and inspect the premises at reasonable times to make necessary repairs to the leased premises.
14. The Town reserves the right to obtain ice from the ice machine at any time.
15. Concessionaire shall maintain, at its sole expense, at all times during the term of its agreement with the Town, liability insurance in the minimum amount of \$1,000,000 in the case of injury to one person, \$1,000,000 in the case of injury to more than one person in the same occurrence and \$1,000,000 for property damage caused by the negligence or tort of any agent or employee of Concessionaire when acting within the scope of his/her authority or the course of his/her employment in performing the activities on or about the leased premises. Concessionaire shall indemnify, protect and save harmless the Town from and against any and all loss or damage for personal injury or property damage



resulting from the Concessionaire's activities pursuant to its contract with the Town provided said loss or damage does not result from the Town's negligence or intentional tort. Concessionaire shall furnish the Town with evidence of all insurance policies required within thirty (30) days of award of the contract. The insurance shall not be canceled or the coverage reduced without the insurance carrier first giving thirty (30) days written notice to the Town. The Town shall be named as an additional insured on all policies. Concessionaire shall maintain all necessary business insurance including but not limited to worker's compensation coverage.

16. Concessionaire will be required to maintain all local, state and federal licensing or regulations regarding their area of use.
17. Concessionaire may not assign the contract or allow any other person, organization or corporation to use said premises.
18. The Town will contact the Concessionaire with any schedule changes or cancellations. Since this is an outdoor venue, cancellations could occur with little or no notice.
19. The Town reserves the right to terminate its contract with Concessionaire at any time upon default, including the failure to meet the above conditions.
20. Concessionaire agrees to hold the Town, its staff and its manufacturers harmless in the event of food spoilage due to equipment failure or extreme weather conditions that may cause electricity to go out for a prolonged period of time which may cause equipment not to operate.
21. The Town reserves the right to permit the use of any portion of POPS not leased to the Concessionaire under the contract to any person, firm or entity at any time.
22. Any payment due to the Town from the Concessionaire, which is not paid in full on its due date, will be subject to a finance charge on its unpaid balance in the amount of 1.5% per month.

Pavilion On Park Square Concessions

The concession stand is 816 square feet and consists of:

- Ice maker (30" bin)
- 96" sink
- 2 – 6 ft. long stainless-steel tables
- 2 – 30.5"W x 30.5"D x 79"H coolers

Proposals must include:

1. A list of menu items and prices.
2. Anticipated number of staff who will work concessions.
3. Three letters of reference relating to food sales/concession or related experience.
4. Any certifications, permits or licenses on file with local, state, county or federal agencies.
5. List of additional equipment to be brought into concession stands.



6. Concessionaire agrees to pay the Town a percentage of gross receipts for concession and alcohol sales. The proposed rate for alcohol sales is _____% and all other sales is _____%.

Basis for Selection of Concessionaire

1. Evaluation of quality and variety of menu offerings.
2. Stated percentage share of gross receipts provided to the Town in exchange for contract.
3. Compliance with legal requirements.
4. Completeness of proposal.
5. Documented compliance with all required insurance coverages.

Proposals should be submitted by February 28, 2019 to 128 N. Powell Street, Forest City, NC 28043.

*Concessionaire shall be required to comply with:
N.C. G.S.18B-901
N.C. G.S. 18B-304

The Town reserves the right to reject any and all proposals.