



PARKS & RECREATION

**REQUEST FOR PROPOSAL
CONCESSION OPERATIONS**

FOR

**PINEHURST PARKS AND
RECREATION DEPARTMENT**



Pinehurst Parks and Recreation Department
Request for Proposal – Concession Operations

The Village of Pinehurst Parks and Recreation is soliciting proposals in order to identify individuals and/or businesses qualified to operate and manage concession stands to be located at one or both of the following locations: Cannon Park and Rassie Wicker Park. This RFP is designed for those interested in creating a contract relationship to operate a concession stand at the above mentioned Village of Pinehurst location(s). The selected concessionaire(s) will be required to operate the facility according to the terms and conditions as outlined in the Parks and Recreation Department's Concession Agreement. See Appendix A for an example of the contract.

Questions may be addressed to the Parks and Recreation Department. The proposals are due by 5:00 p.m. on Friday, June 15, 2018 at the following physical address or to the email address below:

Pinehurst Parks and Recreation Department
395 Magnolia Road
Pinehurst NC, 28374
910-295-2817
dwhite@vopnc.org

I. RFP TERMS AND CONDITIONS

- A. This RFP does not commit the Village to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the Village, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, may not be reviewed. This RFP and the process it describes are proprietary to the Village and are for the sole and exclusive benefit of the Village. Any response, including written documents and verbal communication by any proposer to this RFP, will become the property of the Village and if required by law may be subject to public disclosure by the Village or any authorized agent of the Village. The Village is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.
- B. It shall be the proposer's responsibility to review and verify the completeness of its proposal. The Village may request additional or clarifying information or more detailed information from any proposer at any time, including information inadvertently omitted by a proposer. The Village may request to contact clients referenced in the proposal. The Village also reserves the right to conduct investigations with respect to the qualifications of a proposer.
- C. Verbal communication made by any Village employee or agent of the Village with respect to this RFP is not binding and shall not in any way be considered as a commitment by the Village. Only written responses to questions submitted in writing to the Village or written addenda to this RFP issued by the Village will be considered binding on the Village.
- D. The Village reserves and may exercise the following rights and options with respect to evaluation of proposals and selection for negotiation:
 - To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the Village's sole discretion, it is in the Village's best interest to do so;
 - To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;



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- To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the Village’s best interest to do so;
 - To reject the proposal that, in the Village’s sole judgment, has been delinquent or unfaithful in the performance of any contract with the Village or another government entity, is financially or technically incapable or is otherwise not a responsible proposer;
 - To reject as informal or non-responsive any proposal which, in the Village’s sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations, or items of work not called for by this RFP;
 - To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the Village’s sole judgment, material to the proposal;
 - To permit or reject, at the Village’s sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submissions:
 - To request that some or all of the proposers modify proposals based upon the evaluation of the Village.
- E. The Village may enter into negotiations for a contract, on terms and conditions satisfactory to the Village with one or more selected proposer(s). However, the Village reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple proposers. The Village reserves the right to negotiate acceptable terms in an otherwise unacceptable proposal. Such negotiations may result in changes in terms material to this RFP; in such an event, the Village shall not be obligated to inform other proposers of the changes, or permit them to revise their proposals accordingly, unless the Village, in its sole discretion, determines that doing so and permitting such is in the Village’s best interest. Should negotiations not prove satisfactory with the selected proposer(s), the Village reserves the right to discontinue negotiations. Additional individuals/businesses may be asked to enter into negotiations, and/or the Village may solicit new proposals

II. BACKGROUND

- A. Cannon Park is host to a variety of athletic programs and other events throughout the year. Baseball and soccer are held during the spring and fall. Adult softball is during the summer. Flag Football is held during the fall. Typical hours are in the evening during the week with some weekend hours.
- B. Rassie Wicker Park Splash Pad is the newest addition to the park. The splash pad is open from May 11, 2018 – September 30, 2018. Splash Pad hours of operation vary based upon seasons and weather. Operating hours may be 10:00am – 7:00pm on weeknights and weekends or until the conclusion of the scheduled activity, whichever occurs first. A schedule will be determined by the Parks and Recreation Department.



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I would like to submit my proposed monthly fee along with menu and prices for the following location(s): (If you are only interested in one location just provide your fee for that specific location.)

1. Cannon Park Concession Stand: _____% of gross receipts of sales per month. (See #17 below)
2. Rassie Wicker Park Concession Stand – Splash Pad: _____% per month (See #17 below)

I am able to work the desired hours of operation set forth by the Parks and Recreation Department for the location(s) I selected: YES NO

Contact Information

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Authorized Signature: _____

Date: _____



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I. PROPOSAL PROCESS

Please send your proposal (page 4) and any other pertinent information to Dave White, Athletic Coordinator, at dwhite@vopnc.org prior to 5:00pm on Friday, June 15, 2018.

General contact information is:

395 Magnolia Road
Pinehurst, NC 28374
Phone: 910-295-2817

The team of Village employees will review the proposal submitted and select a preferred vendor prior to Wednesday, June 20, 2018. Our selection criteria may include, but not limited to the following:

1. Monthly Fee – The Village will look for the best value
2. Operations – Ability to be open at desired hours
 - a. Cannon Park: Monday-Friday evenings/possible weekends, year around.
 - b. Rassie Wicker Park: Monday – Sundays, May – September.
3. Functionality – Features available, menu, etc.
4. References – Current customer comments or other relevant references.
5. Additional Information: If you have any other relevant information you would like to share please feel free and do so.

Thank you for providing your proposal for concession operations with the Pinehurst Parks and Recreation Department. The department looks forward to reviewing your proposal.



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APPENDIX A

PINEHURST PARKS AND RECREATION DEPARTMENT
CONCESSION AGREEMENT (EXAMPLE)

The Village of Pinehurst Parks and Recreation Department (PPRD) and _____ (Concessionaire) hereby enter into this agreement for the operation by a concessionaire of the Pinehurst Parks and Recreation Department's concession stands located at Cannon Park and/or Rassie Wicker 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 Moore County Health Department, prior to usage.
- 4) Will provide all equipment, supplies, items and articles necessary for provision of concession sales.
- 5) Will not hold the Village of Pinehurst or any of its employees responsible in the event of injuries to persons who operate the concession stand.
- 6) Will hold the Village of Pinehurst 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 Village for reasons associated with the concession operation.
- 7) 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 PPRD.
- 8) Agrees to operate concession stand for all approved PPRD programs during the time of the contract. Operation of concession stand during non PPRD events is allowed as long as approved by PPRD 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 PPRD staff.



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- 9) Special Events/Programs that the PPRD host will not be included in this contract. Special Events and Programs will be on a case by case basis and PPRD staff will inform the concessionaire if there is an opportunity during these events/programs.
- 10) 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.
- 11) 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.
- 12) Will notify the PPRD if the need to cancel scheduled services at least fourteen (14) days prior to the service date(s). PPRD 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.
- 13) Shall conform to and abide by all park/usage policies, Village and County ordinances, all state and federal laws and regulations that are applicable to public park concession sales and instructions from the PPRD staff.
- 14) 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.
- 15) Agrees to honor any vendor contracts or concession-related obligations of the Village of Pinehurst.
- 16) 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 PPRD staff with his/her proposals and for approval prior to usage. Any change in pricing proposed during the contract must be approved by PPRD staff. The Village of Pinehurst Parks and Recreation Department has the right of final approval of menu and pricing. PPRD reserves the right to cancel the contract of any Concessionaire charging prices deemed unreasonable.
- 17) Agrees to pay PPRD _____ % 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 PPRD 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.
- 18) If payment is not received by the 15th day of the month following the report month, then a fee of \$100.00 will be assessed to the concessionaire for each month that payment is not received and/or late.
- 19) If PPRD 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.
- 20) 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 PPRD:
 - 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



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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.

THE PINEHURST PARKS AND RECREATION DEPARTMENT

- 21) Will provide all available utilities including power, water and sewer at no charge to the Lessee for the duration of the agreement as set forth above.
- 22) Shall be responsible for maintenance of the structure, plumbing, exterior walls, roofs, exterior and interior doors, interior electrical and any other repairs.
- 23) 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.
- 24) Reserves the right to conduct random, unscheduled inspections and/or to request a financial report of concession operations at any time deemed necessary.
- 25) Reserves the right to order the removal of any item sold or kept for sale that is judged to be inappropriate by the PPRD.

OBLIGATION AND INDEMNITY

- 26) 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.
- 27) The Concessionaire agrees to indemnify and hold harmless the Village of Pinehurst 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
- 28) 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.



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TERMS OF THE CONTRACT

29) This contract begins on July 1, 2018 and ends on June 30, 2019. The Pinehurst Parks and Recreation Department has the right to extend this contract for one additional year.

CANCELLATION OF CONTRACT

30) The PPRD reserves the right to terminate this contact immediately for any of the following reasons:

31) Inaccurate reporting and/or failure to pay required fees to the PPRD.

32) Opening the concession stand for events later than specified in this contract or closing the concession stand earlier than stated in this contract.

33) 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.

34) 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 PPRD.

35) Failure to comply with any aspect of this agreement.

36) Concessionaire extends concession operation to any other park, facility or area managed by the PPRD other than the concession stands listed in the first paragraph of this agreement, without the express, written consent of the PPRD.