



## Town of Clayton, North Carolina

### Request for Proposals for Operation of Concessions at Parks & Recreation Facilities

The Town of Clayton is soliciting proposals for the operation of Concession Stands located at Clayton Community and Legend Parks. Concessionaires will be responsible for the sale of a variety of quality food and drink items at reasonable market prices and of a quantity for all events/activities occurring at Parks & Recreation specified facilities.

**The Spring Season may include the following: (does not mean every night will have an activity at site)**

- Monday Legend 6:30PM – 10:30PM  
Community Park (3 fields) 6:30PM – 10PM
- Tuesday Legend 6:30PM – 10:30PM  
Community Park (3 fields) 6:30PM – 10PM
- Wednesday Community Park (1 field) 7-10PM
- Thursday Legend 6:30PM – 10:30PM  
Community Park (3 fields) 6:30PM – 10PM
- Friday Legend 6:30PM – 10:30PM
- Saturday Community Park (# of fields TBA) TBA  
Legend Times TBA
- Sunday No activities

**The Fall Season may include the following:**

- Monday Community Park (up to 3 fields) 6:30PM – 10PM
- Tuesday Community Park (up to 3 fields) 6:30PM – 10PM
- Wednesday Community Park (1 field) (possibly 2) 7PM – 10PM
- Thursday Community Park (up to 3 fields) 6:30PM – 10PM
- Friday No activities
- Saturday Community Park (at least 1 field) 9AM – 2PM
- Sunday No activities

**2015 Tournament Dates for Clayton Community Park are as follows (tournaments are based on participation and dates are subject to change):**

May 16 & 17, May 31 & June 1, June 20 & 21, July 23-26, August 1 & 2, August 22 & 23, September 19 & 20, and October 3 & 4, October 10 & 11, November 7 & 8.

**Tournament hours of operation typically include 8:30am – 10:00pm**

There may also be the possibility of operating concessions at Legend during non-parks and recreation events/programs. In addition to these times, we average 6-7 tournaments (sometimes more) on the weekends (Saturday-Sunday) during the Spring and Fall seasons at Clayton Community Park. Additional dates/events may be added with advanced notice.

## Concession Stand Requirements

1. The concessions will be contracted based on bid proposals submitted to the Parks & Recreation Department.
2. Contracts will be awarded for **2 years (2015 & 2016) with a yearly evaluation** (spring season April – July and fall season August – November) **and may be extended beyond that period pending the evaluation.**
3. Contractors will be required to meet all State health codes and inspection laws have all appropriate certifications posted. This includes cleaning facility prior to any inspections, and spring and fall cleaning (getting up dust, pollen, etc. accumulated over time). If this is not met, usage by contractors will be revoked.
4. Contractors must be open for all scheduled events at their location when given seven days notice.
5. Individuals or groups will not be allowed to sell concessions or goods on Town property except at events designated by the Director as town sponsored events.
6. Contractors are responsible for cleanliness of concession facilities. This includes debris such as cardboard containers, plastic containers, etc. for products used by contractor. At the end of each day of operation it is the contractor's responsibility to place this debris in the **dumpster** or remove from property.
7. Contractors will keep all items for concession sale at a reasonable and fair market price.
8. The Parks & Recreation reserves the right to sell event items within each concession area.
9. Contractor will be responsible for any improvements in their designated area, with approval from the Parks and Recreation. All improvements of the property shall be the property of the Town, except the equipment placed in the facility by the contractor which does not become a permanent fixture, may be removed by the contractor.
10. The Parks & Recreation reserves the right to enter and inspect the premises at reasonable times to make necessary repairs to premises.
11. The Parks & Recreation reserves the right to obtain ice from the ice machine at any time.
12. Contractor shall maintain at all times during the terms of this agreement at its sole expense liability insurance in the minimum amounts 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 to cover property damage caused by negligence of tort of any agent or employee of Contractor when acting within to scope of his authority or the course of his employment in performing the activities on or about the land or facilities. Contractor shall indemnify, protect and save harmless the Town from and against loss or damage to any equipment or improvements placed by the lessee on the property and noted said loss or damage does not result from the Town use of the property. Contractor shall furnish the Town with evidence of all insurance policies required within thirty (30) days of award of contractor. 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.
13. Contractor will be required to maintain all local, state and federal licensing or regulations regarding their area of use.
14. Contractor may not assign the contract or allow any other person, organization, or corporation to use said premises.
15. Fees due to the Town will be paid at an agreed upon date between the contractor and Parks & Recreation Department.
16. The Parks & Recreation Department will contact the contractor with any schedule changes or cancellations determined.
17. The Parks & Recreation Department reserves the right to sell concessions at any fundraiser or event outside the agreed upon athletic schedule.
18. Town reserves the right to terminate contract within (30) thirty days if any of the above conditions are not met.
19. Contractor understands and agrees to hold harmless the Town of Clayton, the Parks & Recreation Department, its staff, and manufacturers from any 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 the refrigerator and freezer to be off.
20. The Contractor agrees to pay the rental fee and the percentage fee to the Parks & Recreation Department on \_\_\_\_\_ of every month. If this date falls on a Sat. or Sunday, then the Contractor agrees to pay the rental fee the following business day for the Town. There will be a \$50/day charge for each day that the payment is late. Also, if the Contractor is late in opening concession or with payment, this may jeopardize current/future concession usage/consideration.

21. If Contractor has a returned check, the Contractor will not be considered for Concessions for up to 3 years.
22. The Contractor will be given a key to the concessions at Clayton Community and Legend Parks. All keys must be turned in at the end of each season. The Contractor understands and agrees that duplicate keys WILL NOT BE ALLOWED!!!

### **Existing equipment at Concession Stands:**

**Clayton Community Park:** a commercial deep fryer, a commercial double oven and grill, stainless steel tables, sinks, ice machine(may need to provide own ice in the case of special events), and commercial refrigerator and freezer.

**Legend Park:** a refrigerator and freezer combo and sinks.

### **Proposals should include:**

1. A list of menu items and prices.
2. Number of staff who will work concessions.
3. Three letters of references relating to food sales/concession or related experience.
4. Any certifications, permits, licenses, etc. on file with local, state, county or federal agencies.
5. List additional equipment to be brought into concession stands.
6. A statement of acknowledgement and acceptance of the monthly fee of:  
Clayton Community Park:  
\$200/month will be required for September, October, May, and June. A fee of \$100/month will be required for the months of November, April, July, and August.  
Legend Park:  
\$50/month will be required for the months of May and June.
7. The concessionaire agrees to pay the Town a percentage of gross income for Clayton Community Park concessions along with a daily accounting log. The proposed rate is \_\_\_\_\_%. (List %)

### **Basis for Selection of Contractor for Concessions:**

1. Evaluation of quality and variety of menu offerings.
2. Acknowledgement of base rental amount.
3. Stated percentage share of gross receipts provided to the Town in exchange for this contract.
4. Compliance with all legal requirements stated herein.
5. Completeness of proposal.
6. Documented compliance with all stated insurances amounts and coverages.

Proposal should be submitted by **Monday, March 2, 2015** to:

Larry Bailey

Parks & Recreation Director

Mailing Address: P.O. Box 879  
Clayton, NC 27528

Physical Address: 715 Amelia Church Road  
Clayton, NC 27520

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