

CITY OF FAYETTEVILLE
REQUEST FOR
PROPOSALS



CONCESSION SERVICES FOR KEITH A. BATES, SR. POOL
COF1516945

ISSUED: MAY 6, 2025

DUE: MAY 23, 2025

The City of Fayetteville is soliciting proposals for concession services for Keith A. Bates Aquatic Center located at 4945 Rosehill Road, Fayetteville, NC 28311.

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY CONTACT:
KIMBERLY TOON,
PURCHASING MANAGER
kimberlytoon@fayettevillenc.gov

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



A message from the City of Fayetteville City Manager, Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE

Douglas J. Hewett, ICMA-CM
City Manager

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **2:00 p.m., May 23, 2025**, at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Concession Services for Keith A. Bates, Sr. Pool

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301.

The bid opening will be held at **2:00 p.m. on May 23, 2025**, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **“Concession Services for Keith A. Bates, Sr. Pool.”**

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov

The City reserves the right to reject any or all bids and to waive all informalities concerning bid or award bid to the lowest, responsive, responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager

I. BACKGROUND AND PURPOSE

The City of Fayetteville is in Cumberland County, North Carolina. Cumberland County is home to 334,728 residents, with roughly two thirds of those residents living within Fayetteville's City limits. The City of Fayetteville provides parks, recreation and leisure services for the county through the Fayetteville-Cumberland Parks and Recreation Department. This department operates recreation facilities throughout both the City of Fayetteville and Cumberland County.

The purpose of this Request for Proposals is to select a qualified vendor to provide concession services at Keith A. Bates, Sr. Pool, 4945 Rosehill Road, Fayetteville, NC 28311. The City is seeking vendors that best demonstrate the ability to provide high quality, affordable, and reliable products and services for use by the public.

Interested vendors possessing the necessary expertise to perform the services outlined in this Request for Proposals are encouraged to submit a Proposal for this project according to the following requirements.

II. SCOPE OF WORK

The selected vendor will provide concessions for the Keith A. Bates, Sr. Pool located at 4945 Rosehill Road, Fayetteville, NC 28311. Concession services shall be provided by the selected vendor during scheduled athletic events and public pool hours of operation of the assigned location. Note that pools also operate on all federal holidays from Memorial Day to Labor Day.

The selected vendor shall make all the reasonable efforts to provide high quality and enjoyable food, drink and/or souvenir sales concessions for use by the public. The selected vendor shall have adequate staff to operate the concession and render prompt, courteous service to patrons. All concession workers shall abide by all applicable law and all applicable standards set by the Board of Health and/or other pertinent authorities. The selected vendor shall obtain, at its expense, all necessary business, health inspection or other licenses.

In consideration of the right and privilege to conduct business at the City of Fayetteville's Keith A. Bates, Sr. Pool, the vendor must compensate the City of Fayetteville with a concession fee, an amount to be proposed in the RFP submittal. The standard fee percentage for For-Profit Organizations is 20%. The final schedule and amount will be determined after the award of contract.

III. INSURANCE REQUIREMENTS

The selected vendor shall secure and constantly maintain Commercial General Liability Insurance as follows:

Limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.

(a) The selected vendor shall also take out and maintain Automobile Liability Insurance with limits of no less than \$250,000 per person, \$500,000 per occurrence for bodily injury and \$1,000,000 for property damage for owned, non-owned, and hired automobiles.

IV. PROPOSAL REQUIREMENTS

Proposals shall include the following:

- a. A cover letter that includes the following:
 - Name of the company
 - Contact people and contact information including address, telephone number, and email.
- b. A description of the proposed equipment to be used for operation
- c. A complete list and description of all products(s) and/or services the vendor intends to offer
- d. Detailed information on the prices proposed for each product and/or service
- e. Proposed Concession Fee
- f. A brief overview of the vendor's professional history that conveys their expertise and experience.
- g. Proof of current insurance
- h. Evidence of authority to do business in the State of North Carolina

V. PROPOSAL SUBMITTAL

Interested vendors shall submit a total of one (1) unbound hard copy.

Hard copies of the Proposal shall be submitted no later than **2:00 p.m., May 23, 2025**. Proposals shall be mailed, delivered in person, or by express mail to:

City of Fayetteville
Attention: Kimberly Toon, Purchasing Manager
RFP – Concession Services for Keith A. Bates, Sr. Pool
433 Hay Street
Fayetteville, NC 28301

No submittals will be accepted after the date and time stated above.

All questions regarding this RFP shall be submitted in writing to the Attention of Kimberly Toon, Purchasing Manager via email to kimberlytoon@fayettevillenc.gov no later than **5:00 p.m., May 16, 2025**.

Vendors are expressly prohibited from contacting any City of Fayetteville officials,

employees, or any other party associated with this Request for Proposals except as noted above. Communication regarding this Request for Proposals via any medium other than the designated e-mail address above, including phone, personal visits, etc., is prohibited. Violation of these provisions may result in immediate disqualification of the submittal.

The City of Fayetteville reserves the right to reject all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not oblige the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not oblige the City to accept or contract for any expressed or implied services. All responses, inquiries, or correspondence relating to this RFP will become the property of the City of Fayetteville.

PROPOSAL SELECTION PROCESS AND EVALUATION CRITERIA

A. SELECTION PROCESS

The City's objective in soliciting proposals is to enable it to select a Respondent that will provide expert and cost effective services to the City of Fayetteville. The City will consider proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide expert and high quality services to the citizens of the City in the manner described in this RFP. Proposals will be evaluated by the City on the basis of which is the most advantageous, experience and other factors considered.

B. EVALUATION CRITERIA

Selection of the best responsible proposal will be based upon the following considerations/criteria:

1. Proposer's Experience and Capability
 - a. Proposer's demonstrated financial status and ability to provide the proposed service operations.
 - b. Proposer's demonstrated operational capabilities stressing the ability to provide/maintain concession services.
 - c. Proposed demonstrated experience and compliance with minimum qualifications for similar operations.
 - d. Proposers demonstrated past service including remittances to the City of Fayetteville Recreation and Parks Department if applicable.
2. Rent to the City
 - a. The total cost benefit to the City based upon the proposed payment.

3. Service Program

- a. The level of service to be provided to the City of Fayetteville Parks and Recreation: Keith A. Bates Sr. Pool. 4945 Rosehill Road, Fayetteville, NC 28311
- b. Demonstrated ability to provide startup funding, equipment, supplies, materials, staff and sustain quality concession services.

A minimum score of 85 is to be considered for selection.

BIDDER'S CHECKLIST

This checklist shall be included as the first page of the submitted bidding documents. As outlined in Article 7 of the Bid Proposal, the following items shall be included with the fully executed Bid Proposal. If any of these documents are not included with the Bid Proposal, then the Proposal will automatically be deemed non-responsive, and excluded from consideration:

A.	Cover Letter with the Name of the Company and Contact Information
B	Description of proposed equipment to be used for operation.
C.	Complete list and description of all products and/or services to offer.
D.	Detailed information on the prices proposed for each product and/or service
E.	Proposed Concession Fee
F.	Brief overview of professional history that conveys expertise, experience and capability.
G.	Proof of Insurance
H.	Evidence of authority to do business in the state of North Carolina (Annual Report from the Secretary of State website)

Limited Foodservice Establishment Requirements

The NC Food Code provides a regulatory foundation to protect public health, the following are requirements for Limited Foodservice Establishments:

Limited food services establishment" means an establishment as described in G.S. 130A-248(a4), with food handling operations that are restricted by rules adopted by the Commission pursuant to G.S. 130A-248(a4) and that prepares or serves food only in conjunction with amateur athletic events. Limited food service establishment also includes lodging facilities that serve only reheated food that has already been pre-cooked.

- The permit application shall be submitted to the local health department at least 30 days prior to construction or commencing operation. The permit application shall include a proposal for review and approval by the local health department that includes a menu, plans, and specifications for the proposed limited food services establishment, and location, hours, and dates of operation.
- Limited food services establishments shall not prepare any time/temperature control for safety Food (potentially hazardous food) prior to the day of sale.
- All foods must come from an approved source.
- All ready-to-eat potentially hazardous foods must be date marked once the package (i.e. hot dog packages, canned cheese sauce, chili, etc.) has been opened and if held over 24 hours. The storage time may not exceed 7 days, and the food shall be held at 41 degrees Fahrenheit or below. The day the food container/package is opened counts as Day 1.
- All time/temperature control for safety (potentially hazardous) foods shall cooked and/or reheated to the minimum required temperatures per 3-401.11 and 3-403.11 of the NC Food Code.
- All time/temperature control for safety (potentially hazardous) shall be held at the required temperatures per 3-501.16 of the NC Food Code. Currently the holding temperatures are 41 degrees Fahrenheit or below for cold foods and 135 degrees Fahrenheit or above for hot foods.
- All meats, poultry and fish shall be purchased in a pre-portioned and ready-to-cook form.
- Time/Temperature control for safety (potentially hazardous) food that has been heated at the limited food establishment and that remains at the end of the day must be discarded.
- Limited food services establishments may reheat pre-cooked and cook food in accordance with the overhead protection requirements set forth in Rule .2669(b) of this Section. "For outdoor cooking, overhead protection shall be provided such that all food, utensils, and equipment are protected".

- Domestic equipment may be used if in good repair and used for its intended use.
- A handwashing sink shall be provided for use by employees only and shall be supplied with soap, warm water, disposable towels, a waste receptacle and a handwashing sign.
- At least a 2-compartment sink shall be provided of sufficient size to submerge, wash, rinse and sanitize utensils and shall have splash back protection. At least one drain board or counter space shall be provided for air-drying.
- Only single-service articles shall be used.
- Floors, walls and ceilings shall be smooth, durable, easily cleanable and in good repair.
- All areas in which food is handled, prepared, or in which utensils are washed, shall be provided with artificial lighting and the lighting shall be shielded, coated or shatter-resistant to preclude the possibility of glass falling onto food, equipment, utensils or single-service items.
- Food employees may not wear jewelry on arms or hands except a plain ring such as a wedding band. Food employees may not wear artificial or painted nails when working with exposed food unless single use gloves in good repair are worn.
- Effective hair restraints, beard restraints and clothing that covers body hair must be worn when preparing food, handling clean equipment, utensils, linens and unwrapped single service articles.
- No bare hand contact with ready to eat food allowed.
- Employee Health Policy required.
- Provide an approved sanitizer and test strips.
- Provide a small diameter probe/reduced tip thermometer for checking food temperatures.
- Maintain the wash water in the utensil sink at 110F or greater.
- Toilet rooms used by females must be provided with a covered trash can for sanitary napkins.
- Sanitation grade card will be posted.

References:

RULES GOVERNING THE PROTECTION AND SANITATION OF FOOD ESTABLISHMENTS 15A NCAC 18A .2600:
<https://ehs.dph.ncdhhs.gov/docs/rules/Sanitation-of-FoodEstablishments-15ANCAC18A-2600.pdf>

NORTH CAROLINA FOOD CODE MANUAL:

<https://ehs.dph.ncdhhs.gov/faf/docs/foodprot/NC-FoodCodeManual-2021-FINAL.pdf>

Foods that do not require a permit include:

- Popcorn or kettle corn
- Candy
- Pies, cakes, and cookies
- Non-potentially hazardous desserts or fried desserts
- Ice cream
- Snowballs
- Funnel cakes or elephant ears
- Candy apples
- Ice and beverages such as coffee, teas, and lemonade
- Whole raw fruits and vegetables

The above-listed foods may be regulated by the North Carolina Department of Agriculture. The NC Department of Agriculture can be contacted directly at (919) 733-7366.

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

**CONCESSION SERVICES
CONTRACT**

This Concession Services Contract (the “Contract”), made and entered into by and between the **City of Fayetteville** (the “CITY”), by and through its **Athletic Division** operating under the Fayetteville-Cumberland Parks and Recreation Department, and **VENDOR NAME, ADDRESS** (the “PROVIDER”). This Contract is effective as of the date it is fully executed. Collectively, “CITY” and “PROVIDER” shall be referred to as “Parties.”

WITNESSETH:

WHEREAS, this Contract is to detail the responsibilities and services that the Parties will provide in order to operate a successful concession stand at **LOCATION** in Fayetteville, North Carolina (the “Program”) for the youth and adults in Fayetteville and Cumberland County.

NOW THEREFORE, in consideration of the mutual promises recited in this Contract, the Parties agree as follows:

1. **TERM:** The term of this Contract shall be _____ through June 30, 2026 with the option to renew for one (1) additional one-year period for a potential of two (2) years maximum upon the agreement of the Parties.
2. **PROVIDER OBLIGATIONS:** The PROVIDER shall perform the following services:
 - a. The PROVIDER shall operate during scheduled athletic events and public pool hours of operation at assigned locations (Note: Pools operate on all federal holidays from Memorial Day to Labor Day.) Operations on any dates and times outside of those scheduled require advanced notice to Fayetteville-Cumberland Parks & Recreation staff.
 - b. All concession workers will abide by all applicable laws and all applicable standards set by the Board of Health and/or other pertinent authorities.
 - c. All required Cumberland County Health Department permits must be obtained and validated prior to operating. A copy of the local health department permit will be sent to the CITY.
 - d. The PROVIDER shall make all reasonable efforts to provide high quality and enjoyable food, drink and/or souvenir sales concession for use by the public.
 - e. The PROVIDER shall employ adequate personnel to operate the concession and render prompt, courteous service to patrons.
 - f. The PROVIDER shall keep the concession building and grounds clean and free of litter.
 - g. The PROVIDER understands that the following items are not permissible for sale at aquatics facilities: Chewing/bubble gum, Skittles, Starburst and/or similar products.
 - h. **The PROVIDER agrees to comply with the terms set forth in the Fayetteville**

Cumberland Parks and Recreation Concession and Vendor Guidelines and NC Food Code Limited Foodservice Establishment Requirements (Exhibit A) which are attached hereto and fully incorporated into this Contract by reference.

3. **PAYMENT:** The PROVIDER will pay to the Fayetteville-Cumberland Parks and Recreation as a concession fee sum of **TYPED OUT PERCENT** percent (**XX%**) of the PROVIDER's net revenues, excluding sales tax, of all sales ("net sales") as listed below for each location. Payment of the percentage of net sales shall be made monthly and are due by the 10th 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 "City of Fayetteville". Monthly checks and reporting information shall be mailed to: Fayetteville-Cumberland Parks and Recreation, 121 Lamon Street, Fayetteville, North Carolina 28301-4953 or delivered to Fayetteville-Cumberland Parks and Recreation staff located on site. A late fee of five percent (5%) of the amount owed to the Fayetteville-Cumberland Parks and Recreation will be added per month (cumulative) for payments postmarked by the post office or hand delivered after the 15th of the month. Upon a reasonable request (seven (7) days' notice required), Fayetteville-Cumberland Parks and Recreation may review the PROVIDER'S financial records with regard to its sales pursuant to this Contract. Fees for nonprofit youth associations may be waived provided that all proceeds of sales are used exclusively for Fayetteville-Cumberland Parks and Recreation programs or services. The PROVIDER shall be responsible for and pay all license fees and taxes that may be imposed by any city, state or federal authority. Such fees and taxes shall not be deducted from any fees due to the CITY.

4. **GOODWILL CLAUSE:** The PROVIDER agrees to conduct his/her activities and endeavors to regulate his/her conduct so as to maintain, promote, and advance the goodwill and reputation of the Program and the CITY. Should the PROVIDER engage in any activities that would have a negative impact on the CITY, the CITY may terminate this Contract for due cause.

5. **INDEPENDENT CONTRACTOR:** The PROVIDER is an independent Contractor and as such has no authority to act as an agent of the CITY or to enter into any Contract for or on behalf of the CITY. The PROVIDER is not an employee of the CITY and therefore not entitled to any benefits provided to employees of the CITY, including, but not limited to, workers' compensation, medical care, leave benefits and retirement. The PROVIDER shall be responsible for the payment of all federal, state, and local taxes that may be due as a result of this Contract.

6. **INDEMNIFICATION:** To the extent permitted by law, PROVIDER agrees to defend, indemnify and hold harmless the CITY and its elected officials, employees, agents, successors, and assignees, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of PROVIDER its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by PROVIDER does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.

7. **ASSIGNMENT:** It is the intent of this Contract to secure the personal services of the PROVIDER and failure of the PROVIDER for any reason to make the personal services available to the CITY for the purposes described in this Contract shall be cause for termination of this Contract. The PROVIDER shall not assign this Contract without prior written consent of the CITY. Notwithstanding the foregoing, upon prior notice to the CITY, the PROVIDER may

assign this Contract to a corporation or limited liability company the PROVIDER may form after the execution of this Contract of which the PROVIDER is the sole shareholder or member. Should the PROVIDER find it necessary to hire other employees or independent contractors to assist with its duties under this Contract, the PROVIDER shall use its best efforts and all due diligence to ensure that said employee or independent contractor is of high moral character, has not engaged in any misconduct involving children and is aware of and complies with the terms of this Contract.

8. **NONDISCRIMINATION:** The PROVIDER agrees not to discriminate by reason of age, race, religion, color, sex, national origin or handicap while performing the services required in the Contract.

9. **GOVERNING LAW:** The validity, interpretation, performance and execution of this Contract and all rights accruing under this Contract shall be governed by North Carolina law.

10. **VENUE AND FORUM SELECTION:** The Parties expressly agree that if litigation is brought in connection with this Contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

11. **BACKGROUND CHECK:** The PROVIDER and all affiliated instructors/ employees will be subject to and must pass a CITY background check approved by the CITY.

12. **INSURANCE:** The insurance required for this Agreement is as follows:

(a) **Commercial General Liability:** The Contractor shall take out and maintain during the life of this Agreement commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.

(b) **Commercial Automobile Liability:** The Contractor shall take out and maintain during the life of this Agreement commercial automobile liability insurance with limits of no less than \$250,000 per person, \$500,000 per occurrence for bodily injury and \$1,000,000 for property damage for owned, non-owned, and hired automobiles.

(c) **Workers' Compensation and Employers' Liability Insurance:** If the Contractor employs three or more employees, the Contractor shall take out and maintain during the life of this Agreement workers' compensation insurance with limits for Coverage A Statutory – State of North Carolina, as required by the laws of the State of North Carolina, and Coverage B Employers' Liability with limits of \$500,000 each accident and policy limit, including occupational disease coverage with limits of \$500,000 for each employee, for all employees employed on the project. In case any employee(s) engaged in work under this Agreement is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.

13. **COMPLIANCE WITH LAWS:** The PROVIDER agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the CITY and all applicable units of local government.

14. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the Parties. No modification, addition, deletion, etc. to this Contract shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

15. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

16. **MORALITY CLAUSE:** If, in the sole opinion of the CITY, at any time PROVIDER or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more of the actions below, the CITY may immediately upon written notice to PROVIDER, terminate this Contract, in addition to any other rights and remedies that the CITY may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;
3. offend the community or public morals/decency;
4. denigrate individuals or groups in the community served by the CITY;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the CITY'S finances, public standing, image, or reputation;
7. is embarrassing or offensive to the CITY or may reflect unfavorably on the CITY; and,
8. is derogatory or offensive to one or more employees(s) or customer(s) of the CITY.

17. **SEVERABILITY:** The Parties agree that if any provision of this Contract shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this Contract and the requirements of applicable law.

18. **E-VERIFY:** PROVIDER acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. PROVIDER further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). PROVIDER hereby pledges, attests and warrants through execution of this Contract that PROVIDER complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by PROVIDER shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Contract.

19. **CITY'S TERMS SUPERSEDE:** To the extent a conflict exists between the terms of this Contract and the terms and conditions in any of the attachments to the Contract, the terms of this Contract shall govern.

20. **TERMINATION FOR CAUSE:** In the event of substantial failure by PROVIDER to perform in accordance with the terms of this Contract, CITY shall have the right to terminate PROVIDER upon ten calendar (10) days written notice in which event PROVIDER shall have neither the obligation nor the right to perform further services under this Contract nor shall the CITY be obligated to make any further payment for work that has not been performed.

22. **TERMINATION FOR CONVENIENCE:** Upon thirty (30) calendar days' written notice to PROVIDER, the CITY may, without cause and without prejudice to any other right or remedy legally available to the CITY, terminate this Contract. Upon such notice, PROVIDER shall have neither the obligation nor the right to perform services under this Contract nor shall the CITY be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, PROVIDER shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, PROVIDER may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the CITY.

21. **NON-APPROPRIATION:** Notwithstanding any other provisions of this Contract, the parties agree that payments due hereunder from the CITY are from appropriations and monies from the City Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the CITY to pay the terms of this Contract for any fiscal year, this Contract shall terminate immediately without further obligation of CITY.

22. **PROTEST:** Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.

23. **DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR INVEST IN IRAN CERTIFICATION:** Contractor certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Contract. By signing this Contract, Contractor further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void

due to Contractor appearing on the Treasurer's FD Lists at any time before or during the term of this Contract.

24. **SURVIVAL OF TERMS:** All warranties, covenants, and representations contained within this Contract and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this Contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Contract or other applicable work undertaken in furtherance of this Contract.

Signature page to follow.

IN WITNESS WHEREOF, the parties have executed this Concession Services Contact as of the date written in the initial paragraph of the Contract.

Attest:

CITY OF FAYETTEVILLE:

JENNIFER AYRE
City Clerk

MICHAEL GIBSON
Parks and Recreation Department Director

Date: _____

VENDOR

By: _____

Title: _____

Address: _____

Phone: _____

Date: _____

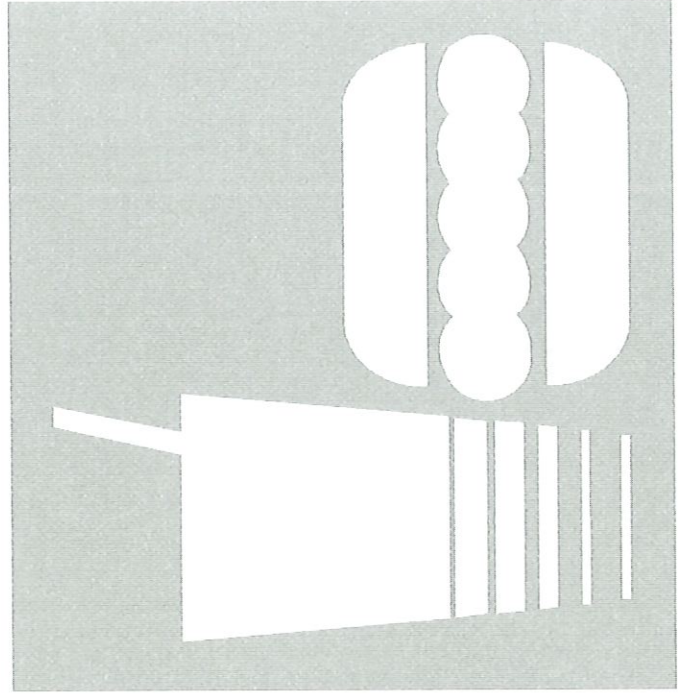
Signature

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

KIMBERLY TOON
Deputy Chief Financial Officer

Date: _____

**CONCESSION AND
VENDOR GUIDELINES**



ADDITIONAL SCHOOL-PARK FACILITIES
Not all school-parks have a concession building on-site. When the department uses a Cumberland Co. School property for a seasonal athletic program the on-site school will be afforded the first opportunity to sell concessions. If no school organization is interested, it will be open to outside vendors to sell from a Health Department approved cart or trailer. All City policies and procedures apply, including letter of interest, bid amount and insurance requirements. These locations include, but are not limited to:

- Douglas Byrd Middle School
- Nick Jerolds Middle School
- Reid Ross Classical / Tokay
- Westover High School

INDOOR FACILITIES

Recreation centers that have gymnasiums may sell pre-packaged concessions in the lobby or from the kitchen if a caterer has not been previously contracted. Concession rights will be offered in the following order:

- youth organizations associated with the recreation center
- recreation center teams (if more than one team is interested in selling concessions the time will be split evenly between the teams
- outside vendors

If a Cumberland Co. School gym is used, the school will be offered the first opportunity to sell concessions.

All City policies and procedures apply, including letter of interest, bid amount and insurance requirements. **NOTE:** Organizations selling concessions will be responsible to ensure no food/drinks are taken into the gymnasium and will clean trash and debris generated by concession sales both inside and outside the recreation center.

RENTALS

Often an individual or group will rent a facility to conduct a youth or adult athletic tournament. The renter will be given the opportunity to sell concessions at that location, regardless of any agreement with a vendor, as long as vendor requirements outlined are met, i.e. insurance, business license, facility clean-up, foods that can/cannot be served. Concession fee for rentals is \$50.00 per field/facility per day. If the renter has no interest, an approved vendor will be allowed to sell during that activity and current agreements will continue to be enforced.

Updated 02/06/2025

121 Lamon Street
Fayetteville, NC 28301
910-433-1547
Fax: 910-433-1762
E-Mail: parksrecinfo@fayettevillenc.gov

Fayetteville-Cumberland Parks and Recreation (FCPR) offers a variety of activities where food and drink for participants and spectators are offered for purchase. Examples include 6-8-week seasonal sports leagues, one-day special events and weekend/special tournaments. Guidelines are listed below:

CONCESSIONS

Fayetteville-Cumberland Parks and Recreation Department has concession buildings located on park and school-park property that may be leased by vendors. If the department needs a vendor to operate a concession building, The City of Fayetteville's Purchasing Division will post a Request for Proposal (RFP) on the City website. The RFP posting will detail criteria and submission requirements.

* Non-profit organizations must show proof of their non-profit status

Payment of fees are due to FCPR by the 10th of each month

Visit <https://fayettevillenc.gov/government/city-departments/purchasing-division> to be notified of bid opportunities.

VENDORS

Vendors must provide proof of insurance in the following amounts:
Bodily Injury: \$1,000,000.; Property Damage: \$1,000,000.;
Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned and hired automobiles. The insurance policy must also name the City of Fayetteville as an additional insured. No vendor may begin concession sales until a certificate of insurance is issued and on file with the City of Fayetteville.

Vendors must meet Cumberland Co. Department of Public Health guidelines (to include applicable permits), are required to follow all City as well as FCPR policies, rules and regulations, and must keep the concession building and grounds clean and free of litter. Vendors must also obtain a "Privilege License" if required by the City of Fayetteville.

TYPE A CONCESSION BUILDINGS:

CHALMERS POOL* 708 Langdon St.
HONEYCUTT PARK 352 Devers St.
E. M. HONEYCUTT ELE. SCHOOL-PARK 4665 Lakewood Dr.
LAKE RIM PARK 2214 Tar Kiln Dr.
E.E. MILLER ELEMENTARY SCHOOL-PARK 1347 Rim Rd.
PONDEROSA ELE. SCHOOL-PARK 311 Bonanza Dr.
J.S. SPIVEY SCHOOL-PARK 500 Fisher St.
SMITH BALLPARK 708 Langdon St.

- Can sell pre-packaged foods only; examples include chips, candy, crackers, chewing gum, bubblegum, sunflower seeds, and chocolate bars. Popcorn makers are allowed provided it is cleaned after each use.

TYPE B CONCESSION BUILDINGS:

ARNETTE PARK 2165 Wilmington Hwy
BATES POOL* Rosehill Rd.
COLLEGE LAKES BALLFIELDS Rosehill Rd.
DOUGLAS BYRD SCHOOL-PARK 1616 Ireland Dr.
LAKE RIM AQUATICS CENTER* 2265 Tar Kiln Dr.
LAMON STREET PARK 220 Lamon St.
REID ROSS TRACK 328 W. Hamilton St.
WESTOVER AQUATICS CENTER* 277 Bonanza Dr.

*Chewing/Bubble Gum or Chewy Candy of any type (ex. Skittles and Starburst) is not permitted at Aquatic Facilities

- A "Limited Food Service Establishment" or "Food Stand"
- Can sell pre-packaged and prepared foods such as hotdogs, nachos, snow-cones and popcorn **when issued the applicable permit from the Department of Public Health.**

There is **no** location that is designed to cook foods such as hamburgers, french fries, fried chicken or ribs. Packaged ice cream bars, or a variation of such, can be sold at all locations as long as there is a commercial freezer to store the ice cream.

No vendor may bring any type of grill (gas or charcoal), deep fryer or any other type of appliance to cook **inside or outside** the concession building; this includes vendors with a trailer. Failure to follow this requirement will result in termination of the vendor agreement and a possible Health Department fine.