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| **RFP CHECKLIST: INDEPENDENT CONTRACTOR FOR CONCESSIONS** | |
| *RFP DEADLINE: Friday, January 27, 2023 AT 3:00 P.M.* | |
| Name of Independent Contractor: | |
| Contact Name: | |
| Address: | |
| Telephone: | Fax: |
| Email: | |
| ***FOR CITY USE ONLY:*** | |
| **DATE/TIME REC’D (Recorded from front of envelope):** | |
| **Rec’d From:** | |
| **Comments:** | |

Instructions: Please review the RFP items in the table below along with the enclosed proposed RFP agreement and indicate Y (yes) or N (no) in the (blue column) Compliance column below as to whether you can comply with the requirements in the enclosed agreement as an independent contractor.

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| Agreement Section # | RFP Item | **Compliance Y/N/NA** |
| 1.A | Provide equipment, supplies, items, and all articles necessary for concessions. |  |
| 1.B | Provide adequate concessions inventory. |  |
| 1.G | Provide/ability to provide identifying shirts to its employees (of the contractor) |  |
| 1.H | Comply with all local, state, federal, county, and departmental rules, regulations, instructions, and city ordinances. |  |
| 1.H.1 | Do you intend to prepare food on site? If so, you understand that you will need to obtain and present a valid permit from the Columbus County Health Department when applying for a concession/vending contract. |  |
| 1.H.2 | Do you intend to sell pre-packaged food on site? If so, you also understand that if you change your mind and decide to prepare food on site, you are responsible for items listed a-e in the proposed contract. |  |
| 1.H.3 | Do you understand that failure to adhere to provisions listed in 1.H.1 and 1.H.2 may cancel your contract with the City of Whiteville? |  |
| 1.I | Comply with requirements of the NC Department of Environment, Health, and Natural Resources, Division of Environmental Health (DEHNR). |  |
| 1.L | Agree to pay the City 20% of the gross earnings made while providing concession services for the City’s Parks and Recreation facilities. |  |
| 2.B | Agrees to provide and maintain at the independent contractor’s expense, insurance, covering its operations; maintaining the following insurance coverages during the life of the contract: automobile liability (not less than $1,000,000), commercial general liability (not less than $1,000,000), worker’s compensation and naming the City of Whiteville as an additional insured under the commercial general liability insurance for operations or services. The City of Whiteville shall be designated insured under the auto liability. |  |
| 2.B | All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. |  |
| 3.4 | Agrees that the City of Whiteville reserves the right to randomly inspect unscheduled inspections of the contractor’s operations to inspect sanitation and safety procedures and equipment, sales receipts, cash collection procedures and vending spaces/apparatus. |  |
| 3.5 | Agrees that the City of Whiteville reserves the right to control revenue collection by conducting ticket or token sales for special events. |  |
| 3.6 | Agrees that the City of Whiteville reserves the right to order the removal of any item sold or kept for sale that is judged to be less than first class in quality by the City. |  |
| 3.7 | Agrees that the City of Whiteville is exempt from and not liable for any losses incurred by the contractor during the life of the contract. |  |

Submitted by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Submitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_