



## **Request for Proposals**

**RFP No. 002-25  
Concession Services  
Beach Access #2 & Beach Access #4**

**Issued By:  
Onslow County Purchasing Department  
234 NW Corridor Blvd.  
Jacksonville, NC 28540  
Phone: (910) 455-1750**

**Issued For:**



**Date of Issue: March 12, 2025**

**Due Date: April 1, 2025**



March 12, 2025

RE: Request for Proposal # 002-25  
Concession Services – Beach Access #2 and Beach Access #4

To Whom It May Concern:

Onslow County is seeking a vendor(s) to provide concession services at Beach Access #2 located at 2950 Island Drive, North Topsail Beach **and** Beach Access # 4 located at 484 New River Inlet Road, North Topsail Beach. Concession services will be performed during the operating seasonal months for the calendar year 2025.

If your company is interested in providing a proposal for these services, please review the attached guidelines, proposal form, and sample services agreement. Proposals must be submitted in writing, using the proposal form attached, no later than April 1, 2025 by 2:00 PM.

Proposals shall include the amount of compensation that will be paid to the County for concession rights during the operating season. The amount paid to the County will be a **lump sum amount** with 50% being payable May 14, 2025 and the remaining balance (50%) payable June 18, 2025.

Proposals may be mailed or hand carried to:

Onslow County Purchasing Department  
Attn: Chrisina Russell  
234 NW Corridor Blvd.  
Jacksonville, NC 28540

It is the responsibility of the contractor to ensure receipt of proposal.

The awarded contractor(s) will be required to enter into a service agreement provided by the County. Any exceptions to the service agreement must be submitted with your proposal.

If you have any questions, you may email them to: [PurchasingBids@onslowcountync.gov](mailto:PurchasingBids@onslowcountync.gov) no later than March 19, 2025 by noon.

Sincerely,

Christina Russell, CLGPO  
Purchasing Division Manager



**Requirements for Concession Services  
Beach Access #2 and Beach Access #4**

1. The Contractor shall provide **daily** beach concession services beginning on Memorial Day weekend and ending Labor Day weekend for the 2025 calendar year. *Minimum* hours of daily operation shall be 11:00AM until 4:00PM. Contractor is not authorized to operate concession services prior to 9:30 AM and/or after 7:30PM.

The Contractor may, if he/she desires, operate the beach concession services sooner than Memorial Day weekend beginning May 1, 2025 and extend the services to September 30, 2025 either on a daily or weekend basis. Note: Daily beach concessions are required beginning Memorial Day weekend through Labor Day weekend.

2. The Contractor shall furnish all food, beverage, supplies, equipment, and all management and labor necessary for the concession services in the area(s) designated by the Onslow County Parks Superintendent. The Contractor acknowledges that the Owner is unable to provide any assurances as to the existence of other food vendors in public beach areas.
3. The Contractor shall be permitted to develop and plan the menu and price list of items available based upon the Contractor's professional judgment of the types of items in demand. The Contractor may include snacks, candies, hot and cold non-alcoholic beverages, chips, and hot and cold sandwiches. Sundries/novelty items such as sunglasses, suntan lotion, beach apparel, etc. may also be made available for sale by Contractor. The Contractor will also furnish all products and services authorized hereunder to its customers and patrons upon a fair, equal and non-discriminatory basis and charge fair, reasonable and non-discriminatory prices for each unit of product or services. The menu and price list shall be emailed to the Parks Superintendent, Doug Jones, **no later than May 1, 2025**. Email menu and price list to Jeremiah\_Jones@onslowcountync.gov. Normal or routine price adjustments may be made by the Contractor to remain competitive but will need to be approved by Parks Superintendent prior to posting.
4. The Contractor shall serve all food in Styrofoam, plastic or paper containers. Canned or glass products shall not be used for distribution of food.
5. The Contractor shall not operate any vending machines.
6. The Contractor's employee or employees shall be clean, courteous, efficient, and neat in appearance at all times. Contractor shall not employ any person or persons in or about the assigned premises who shall use improper language or act loud, boisterous, or otherwise improper manner.
7. The Contractor shall bear all costs of operating the business, including any and all taxes assessed against its furnishings, equipment, or stocks of merchandise and supplies, and shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at said beach access facilities. **Copies of appropriate permits must be submitted to the Purchasing Department prior to beginning operations.**  
The County makes no warranties or guarantees that the premises are ready or suitable for Contractor's purpose. Contractor must request alterations to concession stand(s) to the Parks Superintendent, Doug Jones. Contractor shall not make any changes/alternations until approval is granted by Parks Superintendent.
8. **The Contractor shall maintain general liability and property insurance in the amount not less than \$100,000. A copy of the insurance binder evidencing such coverage shall be filed with the Purchasing Department.** The Contractor will provide workman's compensation for its employees, if any, as required by law.

**Requirements for Concession Services - Continued**  
**Beach Access #2 and Beach Access #4**

9. All payments shall be made payable to "Onslow County". Payment is nonrefundable once received by the County. All payments will be received at Onslow County Parks and Recreation Administration Office.
10. No equipment will be provided by the County. The Contractor shall be responsible for the acquisition and repair of all equipment utilized in providing this service. Onslow County will not assume any liability for any damages to Contractor's equipment and/or supplies. At the end of the season (September 30<sup>th</sup>) all food and supplies will be removed from the sites and equipment will be unplugged.
11. The Contractor shall pay for all utilities, including but not limited to electricity, heat, gas, sewer services, telephone service, all which shall be separately metered per Beach Access #2 & #4. There are separate meters for the electric. Contractor will be required to put the service in the contractor's name upon award of contract. The County shall not be or become liable for damages to the Contractor alleged to be caused or occasioned to or by or in any way connected with or the result of any interruption, defect or breakdown from any cause whatever of any of such services. If Contractor fails to pay such utilities, County may at its discretion immediately terminate this Agreement, pay the utility bills due and owing, and charge such costs and payments against Contractor.

**Since the water system is tied together, the contractor will be required to pay the county a flat rate payment of Fifty Dollars and no cents (\$50.00) per month for water usage. Payment shall be made in advance, due on the first day of each month during the operating season. This \$50 cost is per Beach Access #2 & #4.**

12. The Contractor shall keep and maintain the premises in neat, orderly, safe, and clean condition all times during the term of this Agreement, and shall return the same to County at any termination hereof in as good a condition as the same was at the commencement of the term hereof, except for loss, damage or depreciation caused by reasonable wear and tear and damage by accidental fire or other casualty.
13. The County shall have the right to enter the premises at all reasonable hours for the purpose of inspecting the same; however, the County shall provide the contractor with reasonable notice of the County's intent to enter and inspect the premises.
14. Signs: All exterior signs must be emailed to Jeremiah\_Jones@onslowcountync.gov to be approved by Onslow County Parks Superintendent, Doug Jones no later than May 1, 2025 and when requesting revisions to items or pricing.
15. Failure to abide by these terms and conditions may cause termination.
16. Site visits can be scheduled by contacting the Onslow County Parks Superintendent, Doug Jones at (910) 937-1325.

Bidder may submit a proposal for both concession locations and/or may submit a proposal for a Beach Access concession location. Once proposals are received, County shall decide the better option in which to contract for the services for Beach Access #2 and Beach Access #4. Proposal Forms are on the next pages and shall be filled out in full for the option in which Bidder is submitting proposal for either both locations or separate locations.

## Proposal Form

### Beach Access #2 & Beach Access #4

I have carefully examined the Request for Proposal and the requirements for concession services, and hereby propose to furnish all food, beverages, supplies, equipment and all management and labor necessary to provide sanitary beach concession services at:

Public Beach Access # 2 located at 2950 Island Drive, North Topsail Beach, North Carolina

AND

Public Beach Access # 4 located at 484 New River Inlet Road, North Topsail Beach, North Carolina

for a lump sum fee of \$ \_\_\_\_\_ for the operating seasonal months for calendar year 2025 which begins Memorial Day weekend and ends Labor Day weekend.

**In addition to the lump sum fee stipulated above, the Contractor will pay the County a flat rate payment of Fifty Dollars and No Cents (\$50.00) per month per Beach Access location for water usage for each month within the operating season.**

It shall be understood that by submission of this proposal, the Contractor agrees to all of the conditions of this request for proposal.

The Contractor may, if he/she desires, with no additional fee to the County operate the beach concession services earlier beginning May 1, 2025 and ending September 30, 2025.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
By: Authorized Signature

\_\_\_\_\_  
**Printed** Name of Authorized Signature

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Proposal Form

### Beach Access # 2

I have carefully examined the Request for Proposal and the requirements for concession services, and hereby propose to furnish all food, beverages, supplies, equipment and all management and labor necessary to provide sanitary beach concession services at Public Beach Access # 2 located at 2950 Island Drive, North Topsail Beach, North Carolina for a lump sum fee of \$ \_\_\_\_\_ for the operating seasonal months for calendar year 2025 which begins Memorial Day weekend and ends Labor Day weekend.

**In addition to the lump sum fee stipulated above, the Contractor will pay the County a flat rate payment of Fifty Dollars and No Cents (\$50.00) per month for water usage for each month within the operating season.**

It shall be understood that by submission of this proposal, the Contractor agrees to all of the conditions of this request for proposal.

The Contractor may, if he/she desires, with no additional fee to the County operate the beach concession services earlier beginning May 1, 2025 and ending September 30, 2025.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
By: Authorized Signature

\_\_\_\_\_  
**Printed** Name of Authorized Signature

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Proposal Form

### Beach Access # 4

I have carefully examined the Request for Proposal and the requirements for concession services, and hereby propose to furnish all food, beverages, supplies, equipment and all management and labor necessary to provide sanitary beach concession services at Public Beach Access #4 located at 484 New River Inlet Road, North Topsail Beach, North Carolina for a lump sum fee of \$ \_\_\_\_\_ for the operating seasonal months for calendar year 2025 which begins Memorial Day weekend and ends Labor Day weekend.

**In addition to the lump sum fee stipulated above, the Contractor will pay the County a flat rate payment of Fifty Dollars and No Cents (\$50.00) per month for water usage for each month within the operating season.**

It shall be understood that by submission of this proposal, the Contractor agrees to all of the conditions of this request for proposal.

The Contractor may, if he/she desires, with no additional fee to the County operate the beach concession services earlier beginning May 1, 2025 and ending September 30, 2025.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
By: Authorized Signature

\_\_\_\_\_  
**Printed** Name of Authorized Signature

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**NORTH CAROLINA  
ONslow COUNTY**

**SERVICE CONTRACT**

**THIS CONTRACT** is made, and entered into this the 1<sup>st</sup> day of May 2025, by and between the **COUNTY of ONslow**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), and **CONTRACTOR NAME**, a company authorized to do business in the State of North Carolina, (hereinafter referred to as “**CONTRACTOR**”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** **CONTRACTOR** hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- 2. TERM OF CONTRACT.** The Term of this Contract for Services is for the 2025 operating beach season period. The 2025 beach season begins Memorial Day weekend and ends on Labor Day weekend. The Contractor may, if it so desires, operate the beach concession services beginning May 15<sup>th</sup> through September 30<sup>th</sup> for the calendar year. This contract may be extended for two (2) additional one-year periods under the same terms and conditions upon mutual written agreement by both parties.
- 3. PAYMENT TO CONTRACTOR.** As compensation for the concession services outlined within this Agreement, the **COUNTY** shall receive from **CONTRACTOR** an amount of **Dollars and No Cents (\$0,000.00)** for concession services located at Public Beach Access #2 located at 2950 Island Drive , North Topsail Beach, NC. Payment for the operating season will be 50% (\$0,000.00) due by May 14, 2025 and the remaining 50% (\$0,000.00) due by June 18, 2025. This payment is for concession rights from May 1, 2025 through September 30, 2025 for Beach Access #2/#4 only.

**In addition, the Contractor shall pay the County Fifty Dollars and No Cents (\$50.00) per month for water usage per BA site. This flat rate of \$50.00 per month is for Beach Access #2/#4 and shall be payable to the County by the 1<sup>st</sup> day of each month.**

- 4. INDEPENDENT CONTRACTOR.** **COUNTY** and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **COUNTY** for any purpose in the performance of **CONTRACTOR**’s duties under this Contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR**’s activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

**CONTRACTOR**, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, **CONTRACTOR** shall indemnify and hold harmless the **COUNTY** and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from **CONTRACTOR**’s performance of this Contract or the actions of the **CONTRACTOR** or its officials, employees, or contractors under this Contract or under contracts entered into by the **CONTRACTOR** in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, **CONTRACTOR** shall comply with the North Carolina Workers’ Compensation Act and shall provide for the payment of workers’ compensation to its employees in the manner and to the extent required by such Act. Additionally, **CONTRACTOR** shall maintain, at its expense, the following minimum insurance coverage:

\$100,000	Employers Liability, and
\$100,000	General Liability,



**CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above.** The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

- 6. HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
- 7. NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.
- 8. GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.
- 9. TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.  
  
This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.  
  
Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.
- 10. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.
- 11. COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
- 12. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

**13. IRAN DIVESTMENT ACT.** Contractor complies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is each vendor's or contractor's responsibility to monitor its compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

**14. GOOD STANDING WITH COUNTY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

**15. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF ONSLOW**  
**ATTN: Doug Jones**  
**1244 ONSLOW PINES ROAD**  
**JACKSONVILLE, NC 28540**  
**PHONE: 910 347-5332**

**Contractor Name**  
**ATTN:**  
**ADDRESS**  
**City, NC ZIP Code**  
**Phone:**

**16. AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

**17. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

**18. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

**19. ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**20. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

**21. EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

**22. AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

**Reviewed by Department Head**

\_\_\_\_\_

Date Reviewed: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

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

**ONslow COUNTY**

By: \_\_\_\_\_

Christina Russell, CLGPO  
Purchasing Division Manager

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

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act

N/A – Contractor paying County

“ATTACHMENT 1” to follow

## Attachment 1

Onslow County Request for Proposal No. 002-25 “Concession Services – Beach Access 2 and Beach Access 4” issued March 12, 2025 and CONTRACTOR’s proposal are made a part of this contract as if fully set forth.

To the extent there is a conflict between the terms of the County’s Request for Proposal and the Contractor’s proposal, the terms within the County’s Request for Proposal shall control.

### Payments:

Received at the Onslow County Parks & Recreation Administration Office located at 1244 Onslow Pines Road, Jacksonville, NC 28540 during normal business hours Monday – Friday 8AM – 5PM.

### Hours of Operations:

Minimum hours of daily operation shall be 11:00AM until 4:00PM. CONTRACTOR is not authorized to operate concession services prior to 9:30 AM and/or after 7:30PM.

CONTRACTOR’s Permits shall be emailed to Christina Russell, Purchasing Division Manager at [Christina\\_Russell@onslowcountync.gov](mailto:Christina_Russell@onslowcountync.gov) prior to beginning operations for concession services.

CONTRACTOR shall remove all food and supplies from concession stand(s) and unplug equipment when concession service season has ended which is no later than September 30<sup>th</sup> of the current year contract.

Should contract not be extended for the additional one-year contract term(s) CONTRACTOR shall return keys to Parks Superintendent and remove their equipment and supplies no later than October 15<sup>th</sup> of current year.