

# REQUEST FOR PROPOSALS

**RFP NO. 018-01**

## **PIONEER PARK CONCESSIONS**

The Fairbanks North Star Borough Department of Parks and Recreation is requesting proposals for the above project at Pioneer Park.

Enclosed is pertinent information for use in preparing your proposal. Proposals shall be submitted only to the Pioneer Park Office, 2300 Airport Road, Fairbanks AK 99701.

Three (3) copies of your proposal must be submitted in a sealed, manila envelope with the respondent's name and address printed on the envelope. The outside of the envelope should be clearly marked: Pioneer Park Concession RFP #017-01.

The cost of the preparation of any materials submitted to the Fairbanks North Star Borough will be borne by the proposer. Any information and all materials submitted will become the property of the Fairbanks North Star Borough. The Fairbanks North Star Borough reserves the right to reject any and all proposals.

Sincerely,

Donnie Hayes, Manager  
Pioneer Park

FAIRBANKS NORTH STAR BOROUGH  
DEPARTMENT OF PARKS AND RECREATION

**REQUEST FOR PROPOSAL #018-01**

**GENERAL INFORMATION**

Project Title: Pioneer Park Concessions

Project Manager and Phone No.: Donnie Hayes Pioneer Park Manager, 459-1087

Submit Proposals to: Pioneer Park  
2300 Airport Road  
Fairbanks AK 99701

**INSTRUCTIONS FOR RESPONDENTS**

1. Review the Request for Proposal instructions. Incomplete, incorrect, or late proposals may be disqualified by the evaluation committee. Conformance to the RFP format, including total number of pages, is an important part of your response.
2. The RFP and attachments as listed below should be complete and contain all pages required for response to this Request for Proposal. If any pages are missing, contact the Project Manager shown on Page 1 of the RFP.
3. A Statement of Services for Pioneer Park is shown in Attachment A. All responses to the RFP shall be specific and directly related to the services required. Promotional and standard descriptive information will not be acceptable.
4. This Request for Proposal form, completed without inserts, shall be the face document of each proposal. Response to Evaluation Criteria Item 1 shall be on the RFP form; responses to Items 2 through 8 shall be on separate 8 ½" x 11" sheets using standard size type, one side of sheet only, and no reduced copies. Ornate bindings and sectional dividers or color displays are not to be included.
5. Deliver proposal copies (number specified below) to the above .

**NUMBER OF COPIES: Three (3)**

FAIRBANKS NORTH STAR BOROUGH  
DEPARTMENT OF PARKS AND RECREATION

**TABLE OF CONTENTS**

| Maximum<br>Number of Pages | Item  |
|----------------------------|---|
| 7                          | Request for Proposal Form/ FNSB Parks and Recreation* |
| 1                          | Item #2 - Attachment                                  |
| 1                          | Item #3 – Attachment                                  |
| 3                          | Item #4 – Attachment                                  |
| 1                          | Item #5 – Attachment                                  |
| 1                          | Item #6 – Attachment                                  |
| 1                          | Item #7 – Attachment                                  |
| <u>1</u>                   | Item #8 – Attachment                                  |
| <b>16</b>                  | <b>MAXIMUM TOTAL PAGES THIS REQUEST FOR PROPOSAL</b>  |

**\*NOTE:** Attachment “A” (Statement of Services Pioneer Park Concessions), Attachment “B” (Sample Concession Contract- Pioneer Park), and Attachment “C” (Overview-Pioneer Park) are not included in this total and should not be included with your response.

Resumes should not be included in this page total.

## **ACKNOWLEDGEMENT**

I certify that I am either a duly authorized representative of the firm listed below, or an individual interested in submitting a proposal, and that information and material enclosed with this proposal accurately represents the capabilities of the office listed below for providing the services indicated. The Borough is hereby authorized to request any business owner or individual identified in this proposal to furnish any pertinent information deemed necessary to verify information provided or regarding reputation and capabilities of the firm or the individual.

Office address for which this submittal is made:

|           |                         |
|-----------|-------------------------|
| Signature | Business / Company Name |
| Date      | Street                  |
| Name      | City, State, Zip        |
| Title     | Telephone               |

Alaska Business License # \_\_\_\_\_

**Type of Firm** (Check One)

\_\_\_\_\_ Individual  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation in the State of \_\_\_\_\_  
\_\_\_\_\_ Other (Specify)

## **OBJECTIVE**

To obtain concise representation of capabilities, which will enable the Borough to evaluate respondents for providing the services required.

## **PROCEDURE**

Selection and execution of any agreement will be accomplished in accordance with Fairbanks North Star Borough Ordinances and Procedures. Attachment "A" (Statement of Services) and Attachment "B" (Sample Pioneer Park Concession Contract) are subject to negotiation/refinement at the sole discretion of the Fairbanks North Star Borough.

## GENERAL INFORMATION

Addition Requirements for selected firm(s) at the Borough's option

- Refined Proposals:
- Oral Proposals .... :
- Interview..... :
- Audit..... :
- Other (specify)..... :

The Borough shall not be liable for any cost incurred by any firm in response to this solicitation.

The Borough expressly reserves the right to reject any and all proposals and to not award the proposed agreement, if in its best interest.

### EVALUATION CRITERIA

With regard to criteria number 1, respondent shall enter the information required only in the space provided. For all other criteria, respondents shall attach to this form information and data which are specifically requested.

Attachments shall be keyed to each criterion, and assembled in the order listed herein. The criterion to which information or data applies shall be clearly shown at the top of each page. Material not so identified or assembled may be discarded without evaluation. (Note the Maximum Number of Pages for this Proposal is indicated in Table of Contents, Page 2 of this Request for Proposal).

Information shall not include generalized, promotional materials, resumes, statements of experience, qualifications or capabilities, or other material which is not germane to the proposed agreement, unless requested.

Each criterion has an assigned, weighted whole number between 1 and 100, which may be used to access the relative importance of each. The most significant criterion is assigned the largest numerical weight. (If weights are not indicated, contact the Project Manager for instructions). If a weight is "0", the criterion is not applicable for this RFP and will not be considered for evaluation. "Rating" blocks are for evaluation committee use only. With the exception of criterion #1, #9, and #8, the ratings will be from 0-4, with 4 being the best.

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1. Office Location Weight: 5 Rating \_\_\_\_\_

Identify the office, city, and state in which management for the proposed agreement would be accomplished, and the approximate radial distance (miles) of such office from the park official at Pioneer Park. These criteria will be rated as follows: Office located in the FNSB = 5 points. Elsewhere in Alaska = 3 points.

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2. Cohesion with Park Environment Weight: 20 Rating \_\_\_\_\_

Describe how this concession fits into the existing park environment. Special consideration should be given to park theme and existing concessions.

(ATTACH 1 PAGE MAXIMUM)

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3. Restatement of Services Required of Concession by FNSB Weight: 5 Rating \_\_\_\_\_

Attach a restatement of the proposed agreement that outlines its objectives and scope as perceived. Do not repeat the statement of services provided herewith (Attachment A), but elaborate on the tasks, conditions or other specifics deemed significant and necessary to demonstrate a complete understanding of the technical and substantive issues to be addressed.

(ATTACH 1 PAGE MAXIMUM)

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4. Operations Plan Weight: 20 Rating \_\_\_\_\_

Clearly and concisely describe the operation plan. Pay special attention to methods of performing work, types of goods offered, supervision of employees, equipment to be used to support operations, operating procedures, and advertising plan.

(ATTACH 3 PAGES MAXIMUM)

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5. Retail Items for Sale / Rates Weight: 20 Rating \_\_\_\_\_

In detail, list the goods you will offer for retail sale and the rates you will charge the public for these goods in the concession operation. List the anticipated retail value of merchandise inventory.

(ATTACH 1 PAGE MAXIMUM)

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6. Proposed Staff Weight: 10 Rating \_\_\_\_\_

List, by job title and description, each type of employee you propose to utilize in conjunction with your primary operation. Attach detailed resumes for all managers who will be involved. Resumes are not included in the page limit, but should not exceed three pages per manager.

(ATTACH 1 PAGE MAXIMUM)

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7. Special Qualifications Weight: 10 Rating \_\_\_\_\_

List any special qualifications you or your firm may have which qualify you to conduct the proposed operations. List previous business experience and list all continuing education for business development or related business administration.

(ATTACH 1 PAGE MAXIMUM)

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8. References Weight: 10 Rating \_\_\_\_\_

List three (3) references who can confirm your ability to perform the required services. These shall consist of one business reference, one financial reference, and one character reference.

(ATTACH 1 PAGE MAXIMUM)

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9. Conformance to the RFP Format Weight: 5 Rating \_\_\_\_\_

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FAIRBANKS NORTH STAR BOROUGH  
DEPARTMENT OF PARKS AND RECREATION  
REQUEST FOR PROPOSAL

**CONCESSIONS**

ATTACHMENT A: STATEMENT OF SERVICES – PIONEER PARK

1. The F.N.S.B. is requesting proposals for the operation of Concession Cabins in Pioneer Park's Gold Rush Town and for the operation of concessions in other areas of the Park. There are twenty-seven concession cabins in Gold Rush Town offering a wide range of items and services for sale to the general public. Please call the Park Office for a complete list of available cabins.
2. The Contractor may operate in the Park any time of the year, but all Concession Cabins must be staffed and open to the public, Noon – 8:00 p.m., from the Saturday proceeding Memorial Day through Labor Day. Upon mutual agreement between the merchant and F.N.S.B., the business may open earlier or close later.
3. A contract(s) will be awarded to the respondent(s) with the most comprehensive proposal based on the scores achieved in answering items one through eight (1-8) in the RFP packet.
4. The Contractor must sign a contract with the Fairbanks North Star Borough to operate the concession for one year. Upon the written agreement of the contracting parties, annual renewals may be granted on a yearly basis for up to two (2) additional years. A \$500 security deposit is due prior to the start of the operating season. Contractor is required to pay the F.N.S.B. rent. Rent amount is based on square footage, and includes all utilities.
5. All fees and prices for goods and services must be established before opening and are subject to review by F.N.S.B. No alcoholic beverages of any kind may be sold or dispensed. The Contractor shall not permit on the leased premises any gambling or games, or install and operate, or permit to be installed or operated, any device or conduct any activities thereon which in the opinion of F.N.S.B. are contrary to good morals or are otherwise objectionable.
6. All Contractors, staff, help, or volunteers must follow the dress code as described in Addendum #1 of the Sample Concession Contract attached.
7. All business transactions must be recorded on a cash register.
8. No Borough employee will be eligible to become a contractor at Pioneer Park.
9. The Contractor shall be responsible for obtaining all applicable business and operational licenses, and shall maintain Commercial Liability, Automobile Liability (if applicable), and Worker's Compensation Insurance (if applicable) during operation of the concession.

FAIRBANKS NORTH STAR BOROUGH  
DEPARTMENT OF PARKS AND RECREATION  
REQUEST FOR PROPOSAL

**CONCESSIONS**

ATTACHMENT B: SAMPLE CONCESSION CONTRACT – PIONEER PARK  
(CONTRACT IS SUBJECT TO CHANGE)

PIONEER PARK  
**CONCESSION CONTRACT**

THIS AGREEMENT is entered into by and among the FAIRBANKS NORTH STAR BOROUGH hereafter referred to as "FNSB", a municipal corporation of the State of Alaska, PO Box 71267, Fairbanks AK 99707-1267 and **OWNER NAME d/b/a BUSINESS NAME, ADDRESS, C/S/Z**, hereafter referred to as "CONTRACTOR".

The principal purpose of FNSB entering into this contract is to provide for the availability of facilities for the better accommodation, convenience, enjoyment and welfare of those members of the public using Pioneer Park.

It is hereby agreed that:

5. **Grant and Term.** Subject to the terms and conditions hereof, FNSB grants to the Contractor the right, and Contractor hereby assumes the obligation and responsibility to operate a concession, Cabin (**\*\*\*\***), at Pioneer Park, for the purpose of operating a **(insert food or retail concession here)** to sell items as listed on the attached "Approved Goods and Services" form. The effective date of this agreement is the date it has been signed by both parties and terminating **XXXX**. Upon the mutual agreement and signed by both parties, annual renewals may be granted on a yearly basis for up to two (2) additional years.
6. **FNSB Obligations.** The FNSB will provide the following:
  - a. Ingress and egress for Contractor and its employees in performance of their obligations and duties.
  - b. Park management consistent with that provided to the rest of the Park.
  - c. Normal maintenance on facility/structure used by Contractor.
7. **Contractor's Obligations.** Contractor will provide the following:
  - a. A competent, reliable supervisor on duty at all times during operational hours, and other employees as may be necessary to adequately run the concession.
  - b. All necessary permits and licenses required to be in compliance with federal, state and local laws.
  - c. Compliance with all rules and regulations adopted by FNSB in connection with the use of Pioneer Park, including its parking areas and common facilities. This includes

compliance with all supplements to and amendments of such rules and regulations that FNSB may hereafter adopt for the Contractor and its employees. All rules and regulations shall be in writing and a copy of the rules and regulations shall be delivered to Contractor.

- d. Posting Rules and Rates. Contractor shall, at all times, keep on public display the prices, rates and charges for all goods and services provided to the public.
4. Restrictions. FNSB shall have the absolute right to restrict or forbid Contractor's selling, giving away, or otherwise handling any Pioneer Park souvenir, or any free literature of any kind.
5. Insurance. Before conducting any on site concession activities including preseason preparation such as cleaning or stocking, the Contractor will provide FNSB with a certificate of insurance showing the coverage specified in this section in a form acceptable to FNSB.
  - a. During the term of the Agreement, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A.M. Best Company.
    - i. Commercial General Liability coverage written on an occurrence basis with limits of not less than \$1,000,000 per occurrence.
    - ii. Automobile Liability coverage at Alaska statutory limits applying to all owned, non-owned, or hired vehicles used in conjunction with this Agreement.
    - iii. Workers' Compensation coverage including Employer's Liability with limits of not less than \$100,000 each accident, \$500,000 disease – policy limit, and \$100,000 disease – each employee. This policy must be endorsed with a waiver of subrogation in favor of the Borough. The requirement for Workers' Compensation coverage will be waived only if the Contractor has no employees.
  - b. The Contractor shall assure that the insurance policies include a provision requiring the insurer to send the Borough thirty (30) days written notice before it cancels, refuses to renew or materially alters coverage required by this Agreement.
  - c. During the Agreement term, the Contractor shall add and maintain the Borough as an additional insured in the Contractor's Commercial General Liability policy. This policy will provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.
  - d. Before using any borough facility under this Agreement, the Contractor will provide the borough with a certificate of insurance showing the coverage specified in this section in a form acceptable to the Borough.

- e. The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.
6. Fees. Contractor shall, for the term of this agreement and for any additional term agreed upon, pay to FNSB the following fees:
- a. Security Deposit. Contractor shall deposit with FNSB a Security Deposit of \$500, the receipt of which is hereby acknowledged. This sum shall be held by FNSB as security for the full and faithful performance of each term, provision and condition of this agreement. In the event of default of any term, provision and condition of this agreement, FNSB may use, apply or retain the whole or part of this security. At the expiration of this agreement, FNSB shall return any unused or unapplied balance to Contractor.
- b. Basic Fee. Seasonal fee for this cabin is \$\_\_\_\_\_ regardless of actual opening/closing dates during the season. The season begins the Saturday before Memorial Day and ends on Labor Day.
- Although the fee is calculated seasonally, payment shall be made in accordance with the following payment schedule:
- |              |          |
|--------------|----------|
| July 15      | \$ _____ |
| August 15    | \$ _____ |
| September 15 | \$ _____ |
- All outstanding fees must be paid by the last business day of September.
- c. Late Fees. If any fees are late beyond five (5) days, FNSB may impose interest of ten percent (10%) per annum or .833% per month until paid.
7. Hours and Days of Operation. It is agreed that the Contractor shall operate the concession daily from the Saturday immediately preceding Memorial Day through Labor Day. Beginning the Monday after Memorial Day to the Monday before Labor Day concessionaires may be closed on Mondays. Starting and ending days of operation may be altered by mutual written consent of Contractor and FNSB. Daily hours of operation will be from Noon to 8:00 p.m. It is the responsibility of the Contractor to be open on the days and during the hours specified above. Special circumstances may warrant an early closure, but they must be reported and approved in writing by the Park Office prior to the closure. As violations of this section affect the operation of Pioneer Park, and constitute a type of harm that is difficult to assess accurately, the parties agree that each violation, calculated on a daily basis, shall require the payment of \$30 as liquidated damages to FNSB as the amount of agreed damages arising from a violation. If more than three early closures occur that are not approved in advance by the Park Office, or if Contractor fails to pay any liquidated damage payments, the contract will not be eligible for renewal at the end of the season.
8. Park Meetings. The Contractor shall attend at least four (4) of approximately eight (8) biweekly Park meetings held during the summer season.
9. Dress Code. All Contractors, staff, help or volunteers shall follow the dress code. The dress code shall be in force each day of the entire season, the Saturday immediately

preceding Memorial Day through Labor Day, during those times established for normal Park operating hours. Dress code requirements are listed in Addendum #1, attached hereto and incorporated by reference.

It is the Contractor's responsibility to assure that all staff members are properly attired per Addendum #1, Dress Code. The Park Manager will notify the Contractor in writing if deviations from the established dress code are noted. As violations of this section requiring appropriate dress code affect the ambiance of Pioneer Park, and constitute a type of harm that is difficult to assess accurately, the parties agree that each violation, calculated on a daily basis, shall require the payment of \$30 to FNSB as the amount of agreed damages arising from a violation. More than three violations will result in the suspension or cancellation of this agreement.

10. Items Not To Be Sold. No alcoholic beverages of any kind may be sold or dispensed by the Contractor.
  11. Temporary Cessation of Performance.
    - a. Contractor Discretion. At its own discretion, the Contractor may temporarily suspend operation in the event a condition representing unreasonable risk or discomfort to the public occurs. In the event Contractor so suspends operations, the FNSB shall be notified and operations shall be commenced as soon as possible following the termination of the condition causing the unreasonable risk or discomfort to the public.
    - b. Other. FNSB may order Contractor to temporarily suspend operation in the event that it is determined that Contractor's operation of the concession presents an unreasonable risk or discomfort to the public. In such event, the Contractor shall immediately be notified, and shall suspend operations until the agency that directed suspension of operations is satisfied that the future conduct of the operations shall not pose an unreasonable risk or discomfort to the public.
  12. Non-Discrimination. The Contractor agrees to perform its obligations under this contract in a legal, non-discriminatory manner. The Contractor shall not discriminate against anyone based on race, religion, color, national origin, gender or disability. The Contractor shall also comply with the Americans with Disabilities Act and any other applicable state, local and federal laws.
  13. Protection of Property. Contractor shall use reasonable care to protect all FNSB property from damage caused by himself, his employees, the public, or the elements. All improvements, alterations or other changes to property must be approved by FNSB prior to commencement of work. FNSB makes no representation with respect to the condition of the premises or the suitability for use by the Contractor. FNSB shall under no circumstances have any duty or responsibility concerning the condition of the facility or its suitability for use unless specifically stated herein. This includes any duty or responsibility to change, alter or repair any facility for any requested use.
- At the termination of this agreement, Contractor shall vacate the premises in as good a condition as they were at the time of entry by the Contractor, except for reasonable use and wear.
14. Status of Contractor. Contractor shall at all times be deemed an independent contractor and not an employee of FNSB.

15. Maintenance. Contractor shall provide all the necessary housekeeping activities so that clean and sanitary conditions exist at all times within a twenty-five (25) foot radius of concession.
16. No Title Vested. This contract is not intended to and shall not vest in the Contractor any title, tenure or any property rights in the real estate, fixtures, or any personal property belonging to FNSB now located or which may hereafter be located in or around the premises to be occupied by the Contractor.
17. Use of Concession Facilities. The parties hereto expressly agree and acknowledge that the concession granted herein shall be solely for the use and benefit of the public frequenting the park. Contractor shall not use the concession area or the facilities within said area for any purposes, other than providing goods and services to the public for its use. No part of the premises shall be used for any other purpose without prior, express and written consent of FNSB. Sale of goods or services not previously approved must be approved in writing by the Park Manager.
18. Indemnification, Defense and Hold Harmless Provision.
  - a. The Contractor shall defend, hold harmless and indemnify FNSB, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the Contractor's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the Contractor. This duty to defend, indemnify, and hold harmless shall include the Contractor's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either FNSB's sole negligence or its willful misconduct.
  - b. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
  - c. Contractor" and "FNSB" as used in this section, include the employees, agents, sub-Contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.
19. Right of Entry. FNSB shall have full right and power to enter the properties of the Contractor for inspection purposes, to enforce all laws, rules and regulations of FNSB, and for any other lawful purpose.
  - a. Locks. Contractors may place their own lock on the concession for security, but a key/combination to the lock must be provided to the Park Office.
20. No Waiver of Performance. The failure of FNSB to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions.

21. Department. The Contractor will employ only competent and orderly employees who will keep themselves neat and clean and will be courteous to all guests and patrons of the park. The Contractor and its employees, while on Pioneer Park premises, will not use improper language, behave in a boisterous manner or be guilty of immoral, disreputable and unbecoming conduct or otherwise objectionable activities which in the opinion of FNSB are contrary to good morals or are otherwise objectionable. The Contractor shall not permit on the concession premises any gambling or games, or install and operate, or permit to be installed or operated, any device, or conduct any activities thereon which in the opinion of FNSB are contrary to good morals, or are otherwise objectionable. The Contractor shall give this business personal supervision and will establish, maintain, and operate the concession in such a manner as to provide service to the best standards prevailing for a similar business.

The service rendered by the Contractor under this concession shall at all times be clean, orderly and sufficient to meet the reasonable demands of the public. The Contractor agrees that FNSB shall have the right, upon written notice, to object to the character of the service and the conditions of the premises in any particular, and order that the objectionable service or condition be stopped immediately if in the opinion of FNSB such summary process is necessary to protect the public health, safety, and welfare.

22. Release. FNSB assumes no responsibility for the loss or damage of Contractor's property or improvements placed on or in the facility and Contractor hereby expressly releases and discharges FNSB from any and all liability for loss to such property or improvements. FNSB is not liable or responsible for any financial loss incurred by the Contractor in any or all of the facilities that operate or function during the period of this agreement.
23. Telephone Services. The Contractor is responsible for all manner of telephone services and shall provide same at his sole cost.
24. Advertising. Any printed material to be used (e.g., stationery, brochures, post cards, display advertising, and other like material) in connection with the operation of this business, or any advertising in any manner or form, whether in or about the building and premises or elsewhere, or in any newspaper or otherwise, shall be provided to FNSB for approval before being displayed, distributed, or advertised. The Contractor agrees not to display, distribute, or advertise anything not approved in writing by FNSB.
25. No Hawkers. The Contractor shall not employ or use any persons known as "hawkers," "spielers," "criers," or other noisemakers or means of attracting attention to the Contractor's business not approved in writing by FNSB.
26. Fire. If the building or other equipment used by the Contractor shall be damaged or destroyed by fire, act of God or otherwise, and the owner of same does not, within 30 days after such casualty, commence repair or replacement of these facilities and thereafter diligently continue the same to completion, then in that event, this contract shall terminate and each party shall be released from further obligations hereunder. Contractor agrees to provide all necessary fire safety equipment per FNSB requirements.
27. Assignment. Contractor shall not assign any right, delegate any duty or authority, or sublet any concession rights hereby granted, in whole or in part, without prior written approval by FNSB.
28. Suspension/Cancellation. Upon failure of the Contractor to provide adequate service to the public or failure to comply with any provisions, stipulations, or conditions of this contract, including the payment of any fee or charge as herein agreed, this contract may be suspended or cancelled at the option of FNSB. FNSB may cancel this contract

whenever cancellation is reasonably required by FNSB's performance of its public duty to provide for the reasonable needs and conveniences of the public.

- a. Suspension. Except as provided in section 11.b above, the Contractor shall have ten (10) days written notice prior to suspension of the Contract. The written notice shall contain the date the suspension shall take effect, and shall state the cause for which the contract is being suspended with reasonable certainty. Also, such suspension may be lifted at the option of FNSB if the Contractor has commenced in good faith to correct such default within said ten (10) day period and corrects the same as promptly as reasonably practicable or as agreed by FNSB. In the event of the suspension of this contract, the Contractor shall immediately cease operations and shall not remove any of his inventory, supplies, equipment, or improvements used to operate the concession from said premises until all concession fees or other sums due FNSB have been paid.

After all monies due FNSB have been paid, and FNSB notifies the Contractor in writing, the Contractor may remove all supplies and equipment installed by the Contractor within the premises.

- b. Cancellation. As long as the provisions of this agreement are not in default and all fees provided for herein are being paid when due, FNSB shall not cancel this concession solely for lack of anticipated revenue from the concession.

Any cancellation pursuant to this section shall be effective thirty (30) days after the receipt of a mailing by certified mail or notice thereof to the Contractor. In the event of the cancellation of this contract, the Contractor shall immediately cease operations and shall not remove any of his inventory, supplies, equipment or improvements used to operate the concession from said premises until all concession fees or other sums due FNSB have been paid. After all monies due FNSB have been paid, FNSB shall notify the Contractor in writing that he may remove all supplies, equipment, and structures from the premises. Upon cancellation, all rights of Contractor to occupy or use the premises granted by this agreement shall end and Contractor's officer, agents and employees shall vacate and surrender the premises to FNSB quietly and peacefully. FNSB's termination of this contract under this section shall not prevent or interfere with the recovery by FNSB of any fee or other payment due under this agreement or prevent or interfere with FNSB's recovery from Contractor of any damages for breach of this contract agreement.

- c. All remedies conferred on FNSB in this agreement shall be deemed cumulative and no one remedy shall be exclusive of the other, or of any other remedy conferred by law.
29. Availability of Funds. FNSB shall not be obligated under the terms of this agreement unless there are available funds lawfully appropriated for its performance.
  30. Taxes. Contractor shall pay and discharge as they become due, promptly and before delinquency, all governmental taxes, of whatever name, nature or kind, which may be assessed or imposed, as a result of this concession.
  31. Expiration of Contract. Upon the expiration of this agreement or any extensions, the Contractor shall have the right to remove all personal property belonging to him. If said removal causes any damage to the premises, the Contractor will repair the same in a proper and satisfactory manner at his expense. All personal property, fixtures, and equipment belonging to the Contractor, but left on the premises thirty (30) days after the expiration of this contract or any extensions, shall become the property of FNSB.



32. Severability. A holding that a provision of this contract is invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
33. Integrated Agreement. This writing together with Addendum #1 and Addendum #2 contains the entire agreement and all representations of the parties hereto, and modifications or additions made subsequent to the date of this contract shall not be valid or binding on FNSB unless made by mutual agreement and signed by both parties.
34. Binding Effect. This contract binds the successors, heirs, personal representatives, and any assigns of the parties.
35. Interpretation. The laws of the State of Alaska will govern the interpretation of this agreement. Any action arising from this agreement will be filed in Fairbanks, Fourth Judicial District, State of Alaska.
36. Survivability. Any terms of this agreement that, by their nature, extend beyond the expiration or termination of this contract shall remain in effect until fulfilled. Specifically, the indemnification obligation and/or the assumption of responsibility by the Contractor shall not be affected by the expiration or termination of this agreement.
37. Notices. Any notices concerning this contract may be given, and all notices required by this contract or concerning performance under this contract shall be given, in writing, and shall be personally delivered or mailed addressed as shown below, or such other address or addresses as may be designated by either of the parties, in writing, from time to time.

Borough Representative: Mike Bork, Director  
Parks and Recreation  
Fairbanks North Star Borough  
P.O. Box 71267                      1920 Lathrop Street  
Fairbanks, AK 99707              Fairbanks, AK 99701  
Email: [mbork@fnsb.us](mailto:mbork@fnsb.us)  
Phone: 907-750-7010

Contractor Representative: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

*Whenever a Contractor is a corporation or other organized entity, a properly authorized individual must sign the contract. This individual must provide a copy of an appropriate corporate resolution or similar document satisfactory to the FNSB at the time he or she signs the agreement.*

FAIRBANKS NORTH STAR BOROUGH

PIONEER PARK  
PO Box 71267  
Fairbanks AK 99707-1267

CONTRACTOR

**BUSINESS NAME**  
**ADDRESS**  
**C/S/Z**

\_\_\_\_\_  
**Mike Bork, Director**  
Parks and Recreation

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Owner Name, Owner**

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Owner Name, Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Borough Attorney**

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
**April Trickey, Borough Clerk**

\_\_\_\_\_  
Date

## **ADDENDUM #1:** **PIONEER PARK CONCESSION DRESS CODE**

The following dress code has been adopted to maintain a **minimum** level of acceptable dress, however, period dress, as described below, is expected on Memorial Day weekend, Fairbanks Day, 4<sup>th</sup> of July, and Labor Day. All other days period dress is encouraged and may be worn at the discretion of the vendor.

**Prohibited clothing includes: Athletic apparel (including yoga pants), blue jeans, graphic t-shirts, hats (other than those described in the optional period dress section) and all types of athletic footwear, flip flops and open back sandals/clogs.**

### **PERIOD DRESS GUIDELINES FOR WOMEN**

Women can wear long dresses or skirts (1900 – 1930 era) that are mid-calf or longer, depending on the era presented. A period blouse with long sleeves or sleeves covering the elbow would be appropriate.

Period appropriate jackets or sweaters are acceptable.

Shoes should blend with appropriate period clothing. Boots that lace up were very popular in this time period. Black or brown closed-toe shoes or period footwear are preferred. Black or brown casual walking or similar shoes are acceptable. High fashion boots with extensive metal decoration, sneakers or flip flops would not meet the dress code requirements.

Kuspuks, other traditional Alaska native clothing, or other period traditional ethnic wear may be worn.

Vocation appropriate clothing is acceptable for all vendors, provided none of the prohibited items are included in the ensemble.

### **PERIOD DRESS GUIDELINES FOR MEN**

Black or brown slacks, including period appropriate denim, and solid color or striped, long sleeve dress shirt. Henley shirts were very popular and may be worn.

Suggested Accessories:

Either belts or suspenders.

Ties, vests, and bowler or derby hats are encouraged.

Suit jackets were regularly worn in this period and are encouraged

Shoes may be chosen at your own discretion. Shoes must blend with appropriate period clothing. Cowboy boots, particularly roper style, may be worn.

Period appropriate jackets or sweaters are acceptable when weather warrants.

Kuspuks, other traditional Alaska native clothing, or other period traditional ethnic wear may be worn.

Vocation appropriate clothing is acceptable for all vendors, provided none of the prohibited items are included in the ensemble.



FAIRBANKS NORTH STAR BOROUGH  
DEPARTMENT OF PARKS AND RECREATION  
REQUEST FOR PROPOSAL

**CONCESSIONS**

ATTACHMENT C: OVERVIEW – PIONEER PARK

Pioneer Park is a historic theme and community park located on approximately 44 acres in the heart of Fairbanks bounded on the north by the Chena River, on the south by Airport Way (a main thoroughfare), and on the east and west by Moore Street and Peger Road respectively. Pioneer Park is richly steeped in the history and tradition of Fairbanks and Interior Alaska. Originally conceived as "Alaska 67" by the Pioneers of Alaska and the Centennial Commission, it has developed through Federal (LWCF), State, and private funding, and has evolved as the historic, cultural, and recreational center of the community.

The park contains over 30 historic cabins and buildings that were a part of, or reflect, the original character of Fairbanks as a turn of the century mining center. Most of the cabins currently house private concessionaires who offer a range of Alaska arts, crafts and souvenir products as well as services and food items. These concessions operate throughout the summer from the Saturday preceding Memorial Day to Labor Day. Current park concessionaires provide an authentic Salmon Bake, an 1890's Saloon complete with period costumes, music and melodrama, a miniature golf course, shops which sell retail curios and food service items, a kayak and bicycle rental, and an antique carousel. The park operates the Crooked Creek and Whiskey Island narrow gauge railroad, which circles the site and offers a unique overview of Pioneer Park attractions and historic points of interest. Up to 250,000 people visit Pioneer Park on an annual basis. The park is one of the focal points of Golden Days' activities and hosts the largest 4<sup>th</sup> of July celebration in Alaska.

There are a number of historic artifacts and collections available for the enjoyment of seasonal and year-round visitors to the Park. These include the President Harding Railroad Car, the Riverboat Nenana (a National Historic Landmark), the Pioneer Museum, and the Wickersham House. The Mining Valley includes a creek, pond, cabins, bridge, and numerous fascinating pieces of mining and construction machinery. The world famous Rusty Huerlin art exhibit is located in the Pioneer Museum building and the Fairbanks Arts Association sponsors different art exhibits in the Bear Art Gallery located in the Alaska Centennial Center for the Arts. The park is also home to the thriving Farthest North Square Dance Hall, which provides square, round, folk, and ballroom dancing. An antique aircraft museum, commemorating the history and role of aviation in Interior Alaska, is located in the Gold Dome. The Pioneer Park Alaska Centennial Center for the Arts, located in Bartlett Plaza, is 192 feet in diameter and was built in commemoration of the 100th anniversary of Alaska's purchase from Russia. It has a 384 seat theater, an art gallery, exhibit hall, meeting rooms and an all-purpose hall. The Exhibition Hall has a 1496 sq. ft. dance floor and floor space that can accommodate 55 - 60 tables. No full kitchen facilities are on site, but steam tables and other large catering equipment are available for banquets and conventions.

Proposals can be submitted for any concession operation as long as the proposed concession is compatible with the Park's historic theme and/or recreational opportunities. Concession proposals can be submitted for any area of Pioneer Park including but not limited to ventures that utilize the bike path, the boat dock, or gold-panning activities.