

GENERAL TERMS AND CONDITIONS

SECTION 1 – GENERAL INFORMATION

A. PURPOSE

The purpose of this proposal request is to obtain from qualified interested offerors sealed proposals to provide the City of Greer, “City”, with a sealed proposal for **Park Concessions – Frozen Concessions for City of Greer Parks & Recreation Department**. The scope of services is as set forth in specifications, Attachment II, which is titled “**Park Concessions – Frozen Concessions**”.

B. DISSEMINATION OF INFORMATION DURING PROPOSAL PROCESS

Offerors are advised that oral explanations or instructions given by City personnel during the proposal process, or at any time before the award of the contract will not be binding on the City. The only information given an offeror concerning this request for proposal is that information which is furnished to all offerors who have formally notified the purchasing division of their interest in responding to this request to proposal. Written addenda will be issued when additional information is deemed necessary, and when lack of such information may prove prejudicial to uninformed offerors. All such addenda must be signed by offerors and returned with their proposals on or before proposal closing date and time.

C. SCHEDULE FOR COMPETITIVE PROCUREMENT PROCESS

The procurement schedule shown below will govern the procurement process for the contract for a **Park Concessions – Frozen Concessions** as described in this request for proposal and the attached specifications.

1. Issue Date: **Sunday, April 24 2016**

2. One (1) sealed original of the proposal must be received by the Lady Munoz, City Hall, 301 E. Poinsett St, Greer SC 29651 no later than **11:00 AM., Wednesday, May 4, 2016.**

D. OFFERORS

Offerors must have a minimum of two (2) years’ experience in providing similar services to communities with comparable services. One (1) copy of the firm’ proposal must be submitted. All Responses will be retained as property of the city.

The proposal must contain a manual signature of an authorized representative of the responding firm. Responding firms will not be allowed to make any changes or corrections after proposals are submitted to Greer.

E. PROOF OF INSURANCE

All offerors must supply with the Bid Package a certificate stating the coverage limits carried for General Liability Insurance and Worker's Compensation Insurance.

F. LICENSES AND PERMITS REQUIRED

The offeror awarded the contract must obtain all applicable licenses and permits as required including but not limited to City of Greer Business License.

G. PERFORMANCE SECURITY

The offeror must supply a letter from their insurance company on the letterhead of the insurance company stating the offeror has the ability to obtain a Performance Bond in the amount of 125% of the proposed contract price. Upon award, the offeror awarded the contract must supply The Performance Bond in the amount of 125% of the proposed contract price.

H. COMPLIANCE WITH OSHA STANDARDS

The offeror awarded the contract must comply with all applicable OSHA Standards

SECTION II - ADMINISTRATIVE REQUIREMENTS

A. TERM OF BID

Bids shall remain binding ninety (90) days after the date of closing.

B. AWARD

The contract will be awarded to the most responsive and responsible offeror. The City reserves the right to waive any defect, omission, technicality, or informality in any bid which does not materially affect the terms of the proposal in response to the Request for Bid, the attached specifications (set forth in Attachment II) and the Blanket Agreement Form (Attachment I), and to award the bid in the best interest of the City of Greer.

The City reserves the right to reject any and all bids and to accept portions of bids. All challenges to specifications will be prohibited if not submitted in writing five (5) days prior to bid opening. All challenges to the bids, to include but not limited to, the bid process, bid opening, and award of bid, will be prohibited if not submitted in writing five (5) days after the bid opening. In deciding which offeror is the most responsive and responsible, the City will consider the factors set forth below:

1. The responsiveness of the offeror's proposal in describing the services it will provide to the City in response to the requirements of this Request for Bid and Specifications and the offeror's ability to complete the contract.
2. The offeror's experience in providing the services requested pursuant to the Request for Bid and Specifications.
3. The experience of the offeror's personnel in providing services similar to those requested by this Request for Bid and Specifications.
4. Analysis of work previously performed by the offeror on behalf of clients who have required similar services.
5. The general reputation of the offeror.
6. Whether the offeror's proposed fees are fair and reasonable.
7. Alternate equipment or service than those specified in Attachment II, Specifications, may be proposed by the offeror. The alternate equipment or service must be equivalent or superior in quality to the item(s) specified in Attachment II. All alternates must be clearly indicated and marked as such. Each alternate will be considered, in whole and in part, on its merits, as it relates to the entire proposal. The City reserves the right to accept or reject any alternate proposed equipment or service, in whole or in part, and to award the proposal in the best interest of the City.

C. NONDISCRIMINATION

Each offeror must submit a completed and signed Blanket Agreement Form (Attachment II) which includes an “Equal Opportunity Agreement” form.

D. DISCLOSURE THAT CITY OFFICIALS ARE NOT TO BENEFIT PERSONALLY FROM THE AWARD OF A CONTRACT

In compliance with the City’s financial disclosure, ethical conduct policy and ordinances, a prerequisite to any payment under the terms of a contract is that the offeror will furnish explicit statements, under oath, affirming that the City Administrator, other officers, agents and employees of the City, members of the Greer City Council, and members of employees of the commissions, boards and corporations controlled or appointed by the City Council have not received and have not been promised, directly or indirectly, any financial benefit or remuneration, by way of fee, commission, finder’s fee, or in any way or other manner, arising directly or indirectly from this contract. Upon request by the City Administrator, or other authorized agent, the offeror will provide answers, under oath, to any interrogatories concerning any possible conflict of interest or monies received directly or indirectly from the award of the contract.

E. WARRANTY AGAINST CONTINGENT FEES

The offeror warrants that no person or selling agency has been employed or retained on its behalf to solicit or secure this contract for a commission, percentage, brokerage, or contingent fee. If an offeror violates this warranty, the City has the right to terminate or to suspend any contract awarded to the offeror without liability to the City. Alternatively, the City may, in its discretion, deduct from the contract price or consideration, the full amount of any such commission, percentage, brokerage, or contingent fee paid by the offeror.

F. NON-APPROPRIATION OF FUNDS

Any contract awarded pursuant to this Request for Bid will be conditioned upon an annual appropriation made by the Greer City Council of funds sufficient to pay the compensation due the successful offeror under the contract. The contract will provide that, if such an appropriation is not made in any fiscal year and the City lacks funds from other sources to pay the compensation due under the contract, the City will be entitled, at the beginning of or during such fiscal year to terminate the contract. In that event, the City will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediately prior fiscal year. The City will provide the contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the City’s failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

G. ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

The successful offeror may not assign, transfer, convey or otherwise dispose of any or all of its right, title or interest in the contract, without the prior written consent of the City Administrator or his authorized designee.

H. CONTRACT ADMINISTRATION

Upon award of the contract, the City Administrator, or his designee, will administer and have the authority to enforce the terms and conditions of the contract.

I. DESIGNATION AND OBLIGATION

The contract awarded pursuant to this Request for Bid will designate a firm to provide the items or services described in the Request for Bid. The contract will be an agreement by the successful offeror to provide the services proposed to and accepted by the City. Therefore, the award will not obligate the City until such time as the contract is signed by both parties.

J. CONTRACT ALTERATIONS

No alterations or variables in the terms of the contract shall be valid or binding upon the City, unless made in writing and signed by the City Administrator or his authorized designee.

K. DEFAULT

Upon an offeror's non-performance or violation of the contract terms, the contract may be cancelled or annulled by the Director of Finance or his designee in whole or in part by written notice of default to the offeror. Upon default, an award may be made to another offeror. In any event, the defaulting offeror (or its surety) may be liable to the City of Greer for costs to the City of more than the defaulted contract price.

L. TRADE SECRETS AND PROPRIETARY INFORMATION

Trade secrets and proprietary information submitted by an offeror will not be subject to public disclosure under the Freedom of Information Act. However, the offeror must invoke the protection of this section before or upon submission of the proprietary data, trade secrets or other protected materials, and must specifically identify the data or other materials which are to be protected and state the reasons why protection from disclosure is necessary.

M. CONTRACT PAYMENT

Monthly payments to the successful offeror for work performed under the contract will be made in accordance with the approved contract following receipt of an itemized invoice for the services rendered.

N. RECEIPT OF PROPOSALS AND DISCUSSION WITH OFFERORS

No proposal will be knowingly processed in a manner that permits disclosure of the identity of the offeror. The City when conducting any discussions with offerors with respect to their proposals will not disclose the identity of competing offerors or any information derived from proposals submitted by competing offerors. After the award of the contract, all proposals will be open for public inspection.

Attachment I

**CITY OF GREER, SOUTH CAROLINA
FINANCE DEPARTMENT**

BLANKET AGREEMENT FORM

Each contractor desiring to transact business with the City of Greer is required to provide the information requested below and to complete the agreements contained herein. A failure to complete this form and/or to sign the agreements that follow will be cause to declare the bid non-responsive. The agreement contains:

1. EQUAL OPPORTUNITY AGREEMENT STATEMENT
2. CERTIFIED STATEMENT OF NON-COLLUSION
3. MUST SUPPLY CERTIFICATE OF LIABILITY AND WORKERS COMPENSATION INSURANCE

Please provide the information listed below and sign each of the forms that follow:

NAME OF COMPANY: _____

ADDRESS: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Each of the following agreements must be signed individually.

EQUAL EMPLOYMENT AGREEMENT

The Contractor hereby agrees:

1. Not to discriminate against any employee or applicant for employment on account of race, color, religion, sex, ancestry, national origin, marital status, age or handicap, except as is otherwise provided by law.
2. To include in all solicitations or advertisements for employees placed by or in behalf of the contractor the words "Equal Opportunity Employer" or an approved symbol for such.
3. To notify each labor organization representative of employees with which said contractor is bound by a collective bargaining agreement or other contract of the contractor's obligations pursuant to this equal employment opportunity clause.
4. To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the contractor can demonstrate that the accommodation would impose an undue hardship on the operation of the contractor's business. Factors to be considered include, but are not limited to, the following:
 - a. The overall size of the contractor's business with respect to the number of employees, the number and type of facilities, and size of budget.
 - b. The type of the contractor's operation, including the composition and structure of the contractor's work force.
 - c. The nature and cost of the accommodation needed.

Contractor may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

5. To include the provision in paragraphs 1) through 5) hereof in every subcontract so that such provisions will be binding upon each subcontractor.
6. In the event of the contractor's non-compliance with any provision, upon a finding of such non-compliance by the City and certification of such finding by the City Administrator, the City may terminate or suspend or not renew, in whole or in part, this contract.

SIGNATURE _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
)
COUNTY OF _____)

_____, being first duly sworn,
deposes and says that,

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid:
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greer, SC or any person interested in the proposed contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed _____

Title _____

Subscribed and sworn to before me
This _____ day of _____, 2016.

(title)

My commission expires _____

**SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT
CONTRACTOR CERTIFICATION**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act,
_____ (“Contractor”) hereby certifies
(Print business name)

that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with the City of Greer, South Carolina.

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

- (1) Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification and the employment authorization of all new employees.

OR

- (2) Employ only workers who:
 - (a) possess a valid South Carolina driver’s license or identification card issued by the South Carolina Department of Motor Vehicles; or
 - (b) are eligible to obtain a South Carolina driver’s license or identification card in that they meet the requirements set forth in S.C. Code Annotated Sections 56-1-40 through 56-1-90; or
 - (c) possess a valid driver’s license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles.

Contractor agrees to provide to the City of Greer any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide the City of Greer with any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: _____

By: _____
(Print Name)

Signature: _____

Title: _____



Attachment II

Specification for PARK CONCESSIONS – FROZEN CONCESSIONS

INTRODUCTION

The City of Greer Parks and Recreation Department is requesting applicants from qualified and competent vendors to operate concession services to park patrons at Greer City Park in a location determined by the Department. The Department is seeking a vendor that best demonstrates the ability to provide innovative, affordable, safe, and reliable services to park patrons while paying a refundable application fee to the Department.

Vendors must supply a frozen concession (shaved ice, snow cones, ice cream, or other), all equipment, personnel, any necessary power supply, all products, and supplies related to dispensing and sale of the items proposed.

VENDOR CHECKLIST

(Vendors must be able to provide the following items)

- ✓ City of Greer business license
- ✓ Copy of SC DHEC permits
- ✓ Color copy of valid driver's license (Required for owner(s) and any manager(s))
- ✓ Copy of vehicle registration
- ✓ Copy of car insurance on vehicle
- ✓ Color photographs (digital or print) of vendor set-up (cart, tent, etc.) to provide Parks and Recreation Department a good overview of the look and design
- ✓ \$1 million dollar liability insurance listing the City of Greer as additional insured
- ✓ Workers Compensation Insurance
- ✓ Be 100% self-contained (including power, water, ice, etc.)
- ✓ Submit vendor application by requested due date
- ✓ Refundable Vendor Fee of \$100.00 (Make checks payable to: City of Greer. This check will only be deposited upon acceptance. Checks for applicants that are not accepted will be returned immediately)

City of Greer
PARK CONCESSIONS
Mondays:
May 23 – Aug 8, 2016
Greer City Park, South Carolina
VENDOR APPLICATION

Vendor Info	Vendor Name: _____
	Physical Address: _____
	City: _____
	: _____ State: _____ Zipcode: _____
	Mailing Address: _____
	City: _____ State: _____ Zipcode: _____
	Owner: _____ On-Site Contact: _____
	Phone: _____ Fax: _____
Email Address: _____	
Website: _____	

Refundable Vendor Fee	<u>The application fee for vendors are as follows:</u>
	<ul style="list-style-type: none">• \$100.00 refundable vendor fee per 3-month season (Mondays, May 23- Aug 8)
	Make checks payable to: City of Greer. This check will only be deposited upon acceptance. Check for applicants that are not accepted will be returned immediately.

Cost	Please attach a copy of your menu including pricing. If accepted, any and all menu changes must be submitted to the Parks and Recreation Department at least one week in advance. Menu and pricing must be approved by the department.
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Please submit application and entry fee check to:

City of Greer
Attn: Robbie Davis
301 East Pinsett Street
Greer, SC 29651

If you have any questions please contact Robbie Davis at the City of Greer Events Division:
rdavis@cityofgreer.org
864-968-7004

GETTING ACCEPTED

- Applications will be reviewed and approved by the City of Greer Parks and Recreation Department. All decisions are at the discretion of the Parks and Recreation Staff.
- Application with refundable vendor fee must be received no later than 11:30am on April 21, 2016.
- Failure to show up to City Park on assigned days may forfeit vendor space which will also forfeit refundable vendor fee.

GENERAL INFORMATION

- The following are many of the important terms and conditions governing the leasing of facilities for the purpose of exhibiting and serving at Greer City Park in accordance with the statutes of the City of Greer. Please let us know if you have any questions once you have read the information.

LOCATION OF VENDOR

- The vendor will sell in the Greer City Park- location to be determined by Parks and Recreation Staff.

DATE AND TIMES OF CONCESSION

- Every Monday starting May 23 – August 8. Timeframe to be discussed and agreed upon prior to May 23rd by Vendor **and** Parks and Recreation Staff.
 - *Vendor expected to remain totally intact and operational until the end of the scheduled time unless permission is given by events staff.*

ENTRY FEES

- **The fees for vendors are as follows:**
- **\$100.00 refundable vendor fee per 3-Month Season (Mondays, May 23-August 8)**
 - Please enclose a check for your Entry Fee with application. This check will only be deposited upon acceptance. Check for applicants that are not accepted will be returned immediately. **All applications must be received by 11:00a.m., Wednesday, May 4 2016**

MONDAY SET-UP/BREAK DOWN

- Arrival
 - Vendors can begin setting up one hour before designated sale time.
- Clean-up
 - Vendors are responsible for leaving their area free of garbage and are responsible for cleanup of any spilled liquids. Failure to follow this policy will give the City of Greer the right to prohibit vendor from selling at any future events.
 - Vendors must stay intact and able to sell concessions until the end of designated sale time.

RAIN DATE/REFUND

- There is no rain date/location for the City Park Concessions and NO refunds are guaranteed.

COST FOR SERVICES

- All menu pricing must be submitted to Events Coordinator at time of application submittal. Only the items submitted on the application may be sold unless approval is given by Events Staff.

MONEY HANDLING

- All Vendors will get to keep 100% of all sales revenue.
- Vendors must provide their own cash boxes. Vendors are responsible for collecting and safeguarding all money. The City of Greer is not responsible for any lost or stolen money.

BOOTH ITEMS LIABILITY

- Items brought on site are done so at the sole risk of the vendor. The City of Greer is not responsible for any loss, damage, or destruction of personal property, equipment, and/or valuables.

TAXES

- Vendors are responsible for complying with local and state tax regulations.

ANY VENDOR WISHING TO COOK ON SITE IS RESPONSIBLE FOR THE PURCHASE OF AN ABC FIRE EXTINGUISHER TO BE PRESENT.

ANY VENDOR USING GREASE TO COOK ON SITE IS RESPONSIBLE FOR THE REMOVAL OF ALL GREASE AND WASTE FROM GREER CITY PARK.

INSURANCE

- Vendors must supply the City of Greer with a certificate of general liability insurance listing the City of Greer as an additional insured and workers compensation for the vendor dates. Any vendor not supplying this document will not be permitted to participate. Coverage must be at least \$1,000,000 general aggregate and \$500,000 each occurrence.

BEHAVIOR OF VENDORS

- Behavior by vendors, their family members or employees that is disruptive, abusive or threatening towards other members, the public or staff members is not prohibited. Behavior that is verbally or physically abusive, dangerous, or disruptive to park activities also will not be tolerated, and may result in immediate termination or the vendor's selling rights.
- Vendor will be held responsible for any and all damage that occurs to City property either by vendor, staff of vendor, or vehicle of vendor.
- Foul or offensive language will not be tolerated. Repeated violation may result in suspension from any future events at the City of Greer.
- No open alcoholic beverages or firearms may be brought onto city property. Vendors and the vendor's associates are not permitted to be intoxicated on site.
- Vendors may not sell or offer any products or literature deemed offensive, or which may incite violence, crime, or disorderly conduct, or promote political viewpoints.
- Smoking will not be permitted in in food preparation area. Smoking only permitted in designated areas in park.
- Vendors are responsible for their children and guests at all times.
- Vendor animals may not be present at the park during vendor timeframes.
- NO HAWKING

FOR INFORMATION, PLEASE CONTACT

Robbie Davis
City of Greer Events Coordinator
301 East Poinsett Street
Greer, SC 29651
(O) 864-968-7004
(F) 864-801-2020
rdavis@cityofgreer.org



City of Greer
PARK CONCESSIONS
Mondays:
May 23 – August 8, 2016
Greer City Park, South Carolina
VENDOR APPLICATION

INFORMATIONAL VENDOR AGREEMENT

Please complete and send this agreement form along with your application and payment of fees.

Please be sure that all participants in your booth read the guidelines above.

Name: _____

Organization/Business: _____

Address: _____

Telephone: _____ Email: _____

1. I, the undersigned, have read all of the above guidelines governing the Greer City Park, and agree to adhere to the rules that are outlined within it.
2. I agree that everyone working in my booth will also read and adhere to the guidelines.
3. I understand that the Parks and Recreation Department reserves the right to limit or discontinue the participation of a vendor at any time.
4. I understand that I, the vendor, must give at least one week written notice if I would like to cancel this contract and will not receive a refund of the refundable vendor fee.
5. The vendor(s) agree to indemnify and hold harmless the City of Greer and its agents and employees from any and all claims or lawsuits for damages or injuries of any kind or nature which occur as a result of or arising out of the use of city property by the vendor(s) and the guest of the vendor(s) pursuant to this agreement

Vendor Signature _____ Date _____

Name: _____

Organization/Business: _____

Address: _____

Telephone: _____ Email: _____

6. I, the undersigned, have read all of the above guidelines governing the Greer City Park, and agree to adhere to the rules that are outlined within it.
7. I agree that everyone working in my booth will also read and adhere to the guidelines.
8. I understand that the Parks and Recreation Department reserves the right to limit or discontinue the participation of a vendor at any time.
9. I understand that I, the vendor, must give at least one week written notice if I would like to cancel this contract and will not receive a refund of the refundable vendor fee.
10. The vendor(s) agree to indemnify and hold harmless the City of Greer and its agents and employees from any and all claims or lawsuits for damages or injuries of any kind or nature which occur as a result of or arising out of the use of city property by the vendor(s) and the guest of the vendor(s) pursuant to this agreement

Vendor Signature _____ Date _____