



HANAHAN RECREATION AND PARKS DEPARTMENT

**CITY OF HANAHAN RECREATION AND PARKS
CONCESSIONS BID FORM**

NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

BID AMOUNT: \$ _____

SIGNATURE: _____ DATE: _____

HANAHAN RECREATION AND PARKS DEPARTMENT

Concessionaire Proposal
COH -- #071216

Please send proposals to the Following address:

Hanahan Recreation and Parks Department
Attn: Randy MoneyMaker, Director
1255 Yeamans Hall Rd.
Hanahan, SC 29410

Proposals Due: Friday, August 5, 2016

**REQUEST FOR PROPOSALS FOR HANAHAN RECREATION AND PARKS
DEPARTMENT CONCESSION SERVICES**

Introduction:

Hanahan Recreation and Parks Department, herein referred to as “HRPD”, is accepting proposals for food and beverage concession services at HRPD events. HRPD offers a variety of youth and adult athletic programs throughout the year. There are permanent concession facilities at all main locations. The concession operator will be responsible for securing all necessary permits, and be in strict compliance with all municipal and state health code requirements.

Scope of Work:

The scope of work applies in order to provide adequate food and beverage concession services during peak use hours at the parks. Peak use typically occurs on weeknights (6pm-10pm) from January through July and September through November. Weekend hours will vary but are typical from April through June and September through November.

The Concessionaire agrees to operate concession services in good faith and in accordance with conditions listed below:

The Concessionaire shall:

1. Ensure the concession equipment and operation meet all requirements as set forth by the South Carolina Department of Health and Environmental Control (DHEC). It is the responsibility of the Concessionaire to ensure that the facility meets the guidelines for food service establishments and /or other laws as applicable.
2. Agree to accept all responsibility and liability regarding the food service operation. This responsibility includes but is not limited to, proper cleaning and sanitizing of concession equipment and all utensils, providing fresh, uncontaminated food products, as well as, properly preparing, handling and storing all food items so as not to pose a health risk to the general public.

3. Agrees to obtain all appropriate permits from the appropriate agencies.
4. Will provide any equipment needed not presently provided by HRPD. Water and electricity, necessary for provision of concession sales are available.
5. Will not hold HRPD or any of its employees responsible in the event of injuries to persons who operate the concession stand and will release the Authority from any and all claims.
6. Will hold the HRPD harmless for any and all losses or damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism, or by any other means; as well as any person raising a claim against HRPD for reasons associated with the concession operation providing full indemnity on all claims.
7. Agrees to operate concession stand for peak use times and other special events that may occur throughout the year.
8. Shall provide concession services in a manner that adequately serves the total able/disabled public wishing to utilize the service in accordance with the American's with Disability Act Accessibility Guidelines (ADAAG). Discriminatory methods of operation will not be tolerated.
9. Will notify the HRPD if the need to cancel scheduled services at least fourteen (14) days prior to the service date. The HRPD may elect to refuse future contracts to the Concessionaire canceling service and has the right to obtain service from another concessionaire for that time period with no recourse from the concessionaire.
10. Shall conform to and abide by all park/usage policies, all state and federal laws and regulations that are applicable to public concessions sales, and instructions from the Director or delegated HRPD staff.
11. Concession workers coming in contact with the public should be courteous, polite and helpful to the park and concession patrons; concession workers should not be minors unless directly supervised by an adult concession worker.
12. Agrees to honor any concessionaire contracts or concessions-related obligations of the HRPD. Contract/Obligations exclude certain rental events and amphitheater programs.
13. Understands and agrees that the sale of alcohol and/or tobacco products is not allowed. The Concessionaire shall submit a list of all products for sale with prices along with his/her proposals and for approval prior to usage. Any change in pricing proposed during the contract must be approved by the Director or delegated HRPD staff. The HRPD has the right of final approval of menu and pricing. The HRPD reserves the right to cancel the contract of any concessionaire charging prices deemed unreasonable.
14. Agrees to pay the HRPD the contract amount on a monthly basis.
15. Shall submit a sales report and payment to the HRPD on a monthly basis. The sales report is due no later than the 15th day of the month following the report month, and must be accompanied by the appropriate payment.
16. Agrees to purchase and maintain for the entire term of the contract, the following insurance covering its operation, a certificate of insurance is to be provided with the initial proposal to the HRPD:
 - a. General Liability-Bodily and property damage liability as shall protect the concessionaire and any sub-contractor performing work under this contract from claims of bodily injury and property damage which arise from the operations of this contract whether such operations are performed by concessionaire, any sub-

contractor or anyone directly or indirectly employed by either. The amounts of such insurance shall be

- b. One Million Dollars (\$1,000,000.00) bodily injury each occurrence/aggregate, or one million dollars (\$1,000,000.00) property damages each occurrence/aggregate, or one million dollars (\$1,000,000.00) bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for auto, products/completed operations, personal injury liability and contractual liability. The HRPD is to be named an “additional insured” at the time a contract is entered into.
 - c. Commercial concessionaires shall have Commercial General Liability with the same amounts and coverage listed in item (B). Commercial concessionaires shall also have Workers Compensation insurance in the amount and form to meet all applicable requirements of the laws of the State of South Carolina if applicable.
17. Contractor shall provide a list of all employees responsible for concession sales at park facilities prior to commencement of work and provide an immediate update for any new employees performing these duties during the contract period.

The Hanahan Recreation and Parks Department:

1. Will provide concessionaire with schedules of all park activities during the time of the contract. Notification of rescheduled games/events and tournaments will be given to the concessionaire as soon as dates are confirmed.
2. Reserves the right to conduct random, unscheduled inspections and/or to request a financial report of concession operations at any time deemed necessary.
3. The HRPD also reserves the right to order the removal of any item sold or kept for sale that is judged to be inappropriate by the HRPD.
4. HRPD will require all concessionaire staff working in the park(s) to complete a background check as adopted by the HRPD.
5. **HRPD has the right at any time to be the sole concession provider or make arrangements for outside concessions for select tournaments, activities or facility rentals throughout the contract.**

OBLIGATION AND INDEMNITY

1. Neither party shall be held responsible to the other for losses resulting from fire, flood, ice, snow, Act of God or any cause not within the control of the party whose performance is interfered with and which by exercise of reasonable diligence the party is unable to prevent.
2. The Concessionaire agrees to indemnify and hold harmless the HRPD from any and all liability incurred, and will take up and defend any litigation arising from any injury or damage to any person or firm resulting from any negligent or willful act or omission of the concessionaire, its agents or employee in performing the service here under.

CANCELLATION OF CONTRACT

The HRPD reserves the right to terminate this contract immediately for any of the following reasons:

1. Failure to submit proper payment in a timely manner to the HRPD.
2. Opening the concession stand for events later than specified in this contract or closing the concession stand earlier than stated in this contract.
3. Failure to properly serve a scheduled or assigned event previously agreed upon by concessionaire as determined by the HRPD.
4. Detrimental behavior of concessionaire employees or other factors that are deemed to negatively impact the safety and well-being of patrons, property or service of the HRPD.
5. Failure to comply with any aspect of the contract.
6. Concessionaire fails to keep facilities clean and up to DHEC standards.

Contract Duration/Renewal Option(s)

- I. The proposed duration of work will be from September 1, 2016 through July 31, 2017 with an annual renewal option for one (1) year beginning on August 1, 2017. Concessionaire will hold price of all products submitted for the first four months of the contract. HRPD and concessionaire will negotiate an acceptable cost adjustment upon conclusion of the contract and subsequent year thereafter should the HRPD elect to renew the contract.
- II. HRPD may add or delete services, or cancel the contract at its discretion with a Minimum 30day notice to the concessionaire.

Submittal Requirements:

All submittals must be complete and submitted No Later than 4:00 pm on Friday August 5, 2016. Incomplete and late submittals will be rejected. Submittals must be in a sealed envelope or package and clearly labeled "Hanahan Recreation and Parks Concession Stand Services Attention: Randy Moneymaker" and contain the following:

- A. Letter of submittal providing a history of the concessionaire and services provided to other clients that demonstrates the contractor's readiness for this service.
- B. Recent photograph(s) of a well maintained concession service vehicle/equipment.
- C. Provide a proposed menu and pricing for menu items.
- D. Proposed monthly payment amount to HRPD
- E. Attachment A: Concessionaire must provide references.
- F. Attachment B: Signed submittal authorization.

****Additional information and questions may be directed to Randy Moneymaker, at (843)266-0723.**

****Bids/proposals not submitted timely or in the requested form will not be considered**

Attachment A: References

Client Served: _____

Contact Person: _____

Years Served: _____

Phone: _____

Attachment B: Signed Submittal Authorization

The Submittal is executed by the person signing below, who warrant they have the authority to submit this proposal.

Company: _____

Address: _____

Phone: _____

Authorized Name: _____

Signature: _____

Date: _____

GENERAL INSTRUCTION(S) TO BIDDERS

1. **Compliance:** All participating bidders, by their signature hereunder agree to comply with all of the conditions, requirements and instructions of this bid as stated or implied. Upon submitting a bid proposal, the Bidder warrants that he/she is familiar with all provisions of the contract/bid documents, and agrees to comply with them.

2. **Interpretation of Documents and Specifications:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of Specifications, Schedules and Information Sheets or the proposed Contract Documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the City before expiration of the ultimate time set for the receipt of bids.

Wherever the word "Contract" appears, it shall be held to include all the documents as listed in the General Conditions. No less than all of the parts of the Contract Documents shall constitute the formal Contract.

3. **Proposal/Bid:** All proposals/bids must be made on the forms, if provided, in this bid. No alterations in bids or in the printed forms thereof, by erasures, deletions, or interpolations will be acceptable unless each alteration is signed or initialed by the bidder; if initialed, the City may require the bidder identify the alteration so initialed. Each bid shall be mailed or delivered; each bid shall be enclosed in a sealed envelope, endorsed on the outside of the envelope with the words "**CONCESSIONS**". Such bids will be submitted to the City of Hanahan 1255 Yeamans Hall Road, Hanahan, SC 29410.

4. **Signatures of Bidders:** Each Bidder shall sign his bid, quote or proposal, using his legal signature and giving his full business address. The person signing the proposal must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A bid by a person who affixes to his signature the word, "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be a bid of the individual signing. When requested by the City,

satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

5. **Qualifications of Bidders:** Bidders may be requested to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial/material resources to complete the proposed work.
 - a. Each bidder may be required to show that former work performed by him has been handled in such manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if he is engaged in any other work which impairs his ability to finance this Contract or provide proper equipment for the proper execution of the same. The City may request a list of other projects, if deemed necessary.
 - b. Each Bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.
6. **Withdrawal of Bid:** No Bidder may withdraw his Bid for a period of sixty (60) days after the date and hour set for the opening herewith. A Bidder may withdraw his Bid at any time prior to the expiration of the period during which Bids may be submitted, by written request of the Bidder, which request must be signed in the same manner and by the same persons or person who signed the Bid.
7. **Mistakes in Bidding Instructions:** If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that Bidders submit an alternate bid with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the Bidder has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the Bidder to receive compensation for materials not used in the Work or for labor that would not be required for the Work, the contract price shall be decreased proportionally. If the mistake causes the Bidder to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the Bidder. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another Bidder, as the City deems appropriate. Nothing in this provision shall apply to mistakes made by the Bidder in completing the bid form or in performing the contract.
8. **Payments:** Payment for all work performed under this Contract will be made by check, by the City within thirty (30) days after completion and acceptance of the work covered by

the Contract. Partial estimates may be issued and paid as provided in the General Conditions.

9. **Defense of Suits:** In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the Contractor or his Subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of Contract, the Contractor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.

10. **Bonds:**

- a. Bid Bond – NO
- b. Warranties and Guarantees. Workmanship warranty of at least 30 days (if applicable)

11. **Acceptance of Bids:** The City of Hanahan reserves the right to reject any or all bids, to waive formalities, and to accept the bid which appears to be in the CITY'S best interest.

12. **Bid Results:** Bidders desiring to know bid results must enclose a self-addressed, stamped envelope with their bid. A bid summary sheet will be mailed after the bid opening/decision. No bid results will be given over the telephone. Bidders attending a Bid Opening will receive a copy of the results at the end of the opening of the bids.

-END-