

FAIRFIELD COUNTY
Procurement Office
350 Columbia Road, Winnsboro, SC 29180
Phone 803-635-1415 Fax 803-635-5969
Cathy S. Washington, Procurement

INVITATION FOR
COMPETITIVE SEALED BIDS

BID NUMBER: 0320 Spring Concession Services
DATE: March 11, 2020

OPENING DATE AND TIME: **April 7, 2020 at 10:00AM EST**

OPENING LOCATION: Fairfield County Administration Building,
Conference Room, 2nd Floor
350 Columbia Road, Winnsboro, SC 29180

MAILING ADDRESS: Fairfield County Procurement Office
P.O. Drawer 60
Winnsboro, SC 29180

PROCUREMENT FOR: **FOOD CONCESSION SERVICES FOR PARKS &
RECREATION**

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids which are mailed. BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.

DIRECT ALL INQUIRES TO: Cathy Washington, Procurement
Phone: (803) 635-1415
Fax: (803) 635-5969

NOTICE TO BIDDERS: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

There will not be a pre-bid conference. All prospective bidders should review the bid document and all Attachments and submit all questions and/or requests for additional information. **Questions may be submitted using the enclosed form or e-mailed to Cathy S. Washington at cathywashington@fairfield.sc.gov. Deadline for questions is March 26, 2020 at 10:00am EST.**

Cathy Washington
Deputy Director of Procurement

Spring Concession Stands

The Fairfield County Parks & Recreation Department 2020 Youth baseball season will begin around the third or fourth week of April and end the beginning of June (dates are subject to change).

Bids for operating the concession stand at Drawdy Park field during the season are currently being accepted. A minimum proposal of \$250.00 is required for Drawdy Park. This cost is established based on the average utility cost per month, the length of the season and the number of nights a stand is open.

The highest bid amount will be selected. That amount will become the contracted price and will include rent and utilities. The contractor is responsible for any additional operating costs and should contact the County's Community Development Department for information on what is required to operate a business in the County.

The winning contractor will be required to sign and abide by the County's guidelines for operating the stand. **The County will award to the successful bidder based on the highest bid submitted for the Drawdy Park location.**

Upon notification, the winning contractor must submit the signed contract and first of 2 evenly divided payments of the winning proposal amount by 5:00pm on the date specified in the contract.

Bids should be sealed and submitted on the enclosed form(s) by April 7, 2020 at 10:00 am. Bids may be mailed or delivered to the Purchasing Department located at 350 Columbia Road Winnsboro, Fairfield County Council Attn: Purchasing Department, PO Drawer 60, Winnsboro, SC 29180.

2020 Concession Stand Bidder Operation Guidelines

This contract refers to the following concession stand location: Drawdy Park at 702 Eighth St, Winnsboro, SC 29180.

Contract Terms/Period

This contract is between the Fairfield County Parks & Recreation Department, hereinafter referred to as the "Department" and the concession stand operator, hereinafter referred to as the "Contractor". Contracts are awarded for only one season. Contractors must reapply for consideration prior to each season. This contract is for the 2020 Youth baseball only. The contract period is defined by the regular season schedule of the leagues that play at the field where the concession stand is located. Play nights may extend beyond scheduled games in the event of make-ups for rained out or otherwise incomplete games. It is the contractor's responsibility to contact the Department about cancelled and rescheduled games.

Games are played Monday-Thursday at Drawdy Park. The schedule is projected to range from mid April to late May depending on the number of teams following registration. The contractor is

expected to clean and vacate the concession stand and return all keys within one week following the completion of scheduled games.

The contractor agrees to only operate this concession stand during games scheduled by the Department and not for private functions or tournaments. The Department agrees to not rent this concession stand nor provide the use of for private functions or tournaments during the contract period.

The contractor also agrees that no alcoholic beverages will be sold or served on the premises in accordance with Fairfield County ordinances.

Equipment

The Department does not provide equipment. Some stands do have equipment, which may be used by the contractor. The contractor is responsible for any damage to the equipment. The Department is not responsible for replacement or repair of equipment.

Pricing/Menu

Contractors have the right to set their own prices. The Department does encourage affordable and reasonable pricing for the benefit of our participants and to encourage return customers for the contractors.

The Menu for Drawdy Park must consist of snacks, non alcoholic drinks and at least one hot food item.

Payment Agreement

The contractor agrees to pay Fairfield County two equal installments based on the winning bid amount. This amount includes rent and utilities and is due as follows:

First Installment and Signed Contract: April 27, 2020

Second Installment: May 18, 2020

Business License

The contractor must maintain a valid Fairfield County Business License throughout the term of the contract.

Accommodations Tax The contractor is responsible for recording and reporting sales of items that are taxable under the County's accommodations tax. The accommodations tax applies to "prepared" food. The contractor should contact the Fairfield County Finance Department for further information.

Insurance


The contractor agrees to supply the County with Certificates of Insurance (COI) which list the County as additional insured and a certificate holder with coverage amounts of \$100,000 for general liability and property damage insurance.

Safety Program

The contractor agrees to present a copy of a formal written safety program to the Fairfield County Human Resource Director before beginning to operate the concession stand. In lieu of a formal written safety policy, the County will accept a signed affidavit from the contractor certifying that all employees are trained in the proper/safe operations of the equipment to be used in the operation of the stand. The affidavit must include certification that the contractor will provide all employees with appropriate personal protective equipment.

The contractor also agrees to operate the concession stand meeting all OSHA and South Carolina DHEC regulations.

Drawdy Park Concession Stand Bid Form


Minimum \$250.00 Bid

I propose the above amount to pay the Fairfield County Parks & Recreation Department to operate the Drawdy Park concession stand for the 2020 Youth Baseball season, by Department guidelines.

Concession Agent

Address

Phone

**This bid is due in a sealed envelope
By 10:00am on Tuesday, April 7 2020.**

Contract Agreement

The contractor shall provide all labor, materials, supplies and any other equipment not provided by the County for the operation of the concession stand. The contractor, by signing this contract agrees to hold Fairfield County harmless from any and all acts of negligence of the contractor or the contractor’s employees which may arise as a result of or during the performance of the contractor’s obligations of this contract and to all of the contents included in the contract as described.

The contractor and the contractor’s employees are not employees of Fairfield County

Contractor: _____ **Date:** _____

Approved By: _____ **Date:** _____

STATE OF SOUTH CAROLINA)
COUNTY OF FAIRFIELD) AFFIDAVIT
FAIRFIELD COUNTY)

PERSONALLY appeared before me the undersigned affiant, who after being duly sworn, deposes and affirms the following:

1. In lieu of a formal written safety program, I certify that all employees are trained in the proper/safe operations of the equipment to be used on jobs for the County, that all employees are provided with appropriate personal protective equipment and that I understand that I would be expected to meet all applicable OSHA regulations.
2. Contractor agrees to defend, indemnify and hold harmless Fairfield County , its directors, officers, and employees and agents, from any and all damage, loss, demand, suit, liability, penalty or forfeiture of every kind and nature – including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) injuries or deaths to persons, (b) damages to or destructions of properties, (c) pollutions, contaminations of or other adverse effects on the environment or (d) violations of governmental laws, regulations or orders – whether suffered directly by Fairfield County itself or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of Contractor, its employees, agents, subcontractors, or other representatives or from their presence on the premises of Fairfield County or otherwise from performance of the within contract.

SWORN to before me this
day of _____, 2020.

(Affiant)

Notary Public of South Carolina

My Commission Expires _____.