



Aynor Area Athletic Association Concessions Bid

Bid Form Instructions: The Aynor Area Athletic Association (AAAA) is soliciting proposals from Vendors to provide concessions services for the association located in Aynor, SC. Bids will be received until the **deadline March 16, 2020**. If you are interested, a proposal package/bid must be delivered to a board member or mailed (postmarked by deadline) to:

**AAAA
PO Box 692
Aynor, SC 29511**

Bids should be submitted in a sealed envelope. A bid quote sheet (Attachment 1) must be included in the bid package. Only one sealed bid may be submitted in each envelope. **AAAA reserves the right to reject any or all bids.**

Scope of Agreement: The primary concession stand is located at the Michael Morris Graham Complex (MMGC), 1450 Vereen Road, Aynor, SC 29511. The Complex currently contains an open field area (formally used for soccer fields), six multi-purpose rec fields, one covered picnic area, and one playground. The AAAA had the following number of approximate participants in the recreation program in 2019-20: 125 Basketball, 185 Football/Cheerleading, 315 Baseball/Softball. The purpose of the concession stand is to provide the general public with services as deemed necessary by the AAAA.

Secondary Concessions operations shall be provided at all football and basketball events held at the Aynor High School sport venues. Additional details surrounding these venues and concession opportunities may be discussed among the AAAA, the Vendor, and Aynor High School Administration as necessary. The Vendor is expected to have a concession setup at each home game(s), jamboree, opening day events. Setup at practices for Football and Basketball is encouraged and weight will be placed on those Vendors specifically stating such in their Concession Bid.

Hours of Operation: The concessions shall be open during all scheduled practice and game events. AAAA will be responsible for providing schedules to concessionaire as soon as they are completed. Typical dates/times of operations are as follows:

- Baseball
 - Monday, Tuesday, Thursday, Friday: 6:00-9:00PM.
 - Saturday morning dates scheduled on an as needed basis.
- Football
 - Monday, Tuesday, Thursday, Friday: 6:00-9:00PM.
 - Saturday morning dates scheduled on an as needed basis.
- Basketball
 - Monday, Tuesday, Thursday, Friday nights scheduled on an as needed basis.
 - Saturday mornings beginning as early as 8:00AM and extending into early afternoon depending on league size. Saturday mornings are our primary dates for basketball games and week nights are our secondary dates for basketball games. AAAA tries its best to schedule multiple games per day/night, but not always guaranteed.

Period of Contract: The AAAA intends to award a concession contract for a three (3) year period from March 1, 2020 to March 1, 2023.

Concessions Supplies: All supplies needed to support food and beverage operations are the sole responsibility of the Vendor, including but not limited to foodstuffs, utensils, employee uniforms, coats, aprons and caps.



Maintenance: Vendor is responsible for keeping three primary areas neat, clean and in good repair: the concessions service area, the bathrooms at MMGC, and the spectator areas of the MMGC.

Concessions Service Area: Ongoing regular care of all floor surfaces in food service and bathroom areas shall be the responsibility of the Vendor. Hard surface floors shall be regularly mopped and appropriately maintained. Vendor is responsible for removing food service area refuse to the dumpster daily. Vendor is responsible for continued daily maintenance of the food preparation area. AAAA shall have the right of access to inspect all areas contained within the concessions area at any time whatsoever, non-negotiable.

Bathroom Areas: Ongoing regular care of all floor surfaces in food service and bathroom areas shall be the responsibility of the Vendor. Hard surface floors shall be regularly mopped and appropriately maintained. All toilets/urinals/sinks shall be regularly cleaned and maintained. Ensure appropriate amounts of toilet paper and soap are available for use. As conditions warrant, pressure wash the interior floors/walls of the bathroom areas. Vendor will notify AAAA of any backup or clogged pipes serving the bathroom areas.

Spectator Areas: This area includes, but is not limited to the bleachers, picnic areas, playground, batting cages, and dugouts. Vendor is responsible for picking up all trash left in/around these areas and place in trash cans located throughout the park area. Horry County Parks and Recreation (HCP&R) will be responsible for emptying these trash cans to the dumpster. Vendor is also responsible for spectator areas in Football and Basketball to include the bleachers, field & surrounding areas, indoor bleachers/stands within the gymnasium and areas immediately surrounding the court.

If found to be in default in regards to any of the areas listed above, the AAAA will issue a letter of non-compliance. The Vendor will have two (2) working hours to correct non-compliance items involving public safety, and two (2) working days to correct non-compliance items of an administrative nature. If not corrected within those time frames, Vendor will be considered in breach of the contract, in which AAAA may exercise its rights of termination under this contract.

Employee Standards: Vendor will ensure a party fully responsible for all operations is on-site for all hours of operation. Service will be courteous and friendly. Vendor will recruit, train, supervise and direct its employees and have the number of employees to match the work requirements. Every employee will be clean and well groomed and be professional and friendly to the public. Vendor employees or temporary or contract workers should submit to a criminal background check, as such vending services involve the general public, and in particular interaction with children and minors. No smoking is permitted.

Menu and Pricing: Vendor shall submit sample priced menu with response to AAAA. Vendor should be willing to experiment with various menus to determine what works best in each venue. Vendor is to charge reasonable prices for all food and beverages. The AAAA reserves the right to review and approve the menu, as well as the prices to make sure they are fair and reasonable at any time during the term or duration of this contract. The AAAA expects high quality, fresh food items to be sold at the various venues. An acceptable menu may include:

- Bottled water, Gatorade, coffee, tea, hot chocolate, and all general soft drinks
- Hot dogs and/or corn dogs
- Chips, cookies, crackers
- Nachos
- Candy, gum, sun flower seeds
- Ice cream, slushy, shaved ice
- Popcorn
- Fruit
- Various sandwiches (hamburgers, BBQ, etc.)
- Pizza

Rules: The operation of the concession must conform to the rules and regulations of the AAAA and shall be required to comply with all applicable regulations including Local, State, and Federal laws and Statutes. The sale of any food products must also conform to all Local and State Health Department regulations.



Early Termination: In the event that the AAAA determine the quality and or service of the concessionaire has failed to meet normal industry standards, the contract may be terminated early at the sole discretion of AAAA. In this case, the concessionaire will be notified in writing of the reason for the contract termination.

Designated Responsibilities:

AAAA:

- Keyed access to the MMGC concessions area
- Ice Machine
- Refrigerator
- Drink Cooler
- Freezer
- All equipment fixed and expendable provided by AAAA or HCP&R shall be maintained in good order and repair at the AAAA or HCP&R's cost and expense. The Vendor shall not dispose of any equipment owned by the AAAA or HCP&R and must communicate any equipment failures to the AAAA within two days, including reason for failure. Equipment breakdown due to other than regular wear and tear may be at the expense of the Vendor, or cause for contract termination.
- AAAA along with HCP&R will maintain the structural integrity of the building including: all HVAC, building fire suppression systems. All building repairs, upkeep and maintenance will be handled in a timely manner by the AAAA or HCP&R, except for those excluded herein
- Access to and payment for all electric utilities in the MMGC concessions area
- Access to and payment for all water/sewer utilities in the MMGC concessions area
- Accessible fire extinguisher

Vendor:

- Providing, installing and maintaining all necessary professional equipment for the service bar and food preparation area to include furnishings, necessary display items, and appliances other than those noted above. Plans and specifications for all additional and fixed equipment shall be submitted to the AAAA for approval before being installed in the premises. All equipment fixed and expendable provided by Vendor shall be maintained in good order and repair at the Vendor's sole cost and expense.
- Adequate concession inventory and supplies
- Concession signage/menu boards and any lighted signs. All signage/menu boards must be approved by AAAA prior to installation.

Miscellaneous Requirements:

- Baking, deep frying or other intensive food preparation will be allowed in the concessions area at the MMGC, but Vendor is advised that any specific cooking equipment or infrastructure and any related permits in this regard are the sole responsibility of the Vendor. The Vendor will be responsible for any claims or violations associated with their provision of food products.
- Title to all equipment provided by the Vendor shall remain with the Vendor, and such equipment shall be removed by the Vendor within ten (10) calendar days of the termination of this agreement. Should any property remain on the premises after the ten-day period, the AAAA may deal with the same as though it had been abandoned, choosing to take title to the property and/or charge all costs associated with its removal to the Vendor.
- Vendor is responsible for proper disposal of grease related to the cooking function.
- THERE WILL BE NO SALE OR DISPENSING OF ALCOHOLIC BEVERAGES, TOBACCO PRODUCTS, OR ANY OTHER ITEM THAT IS NOT IN CONSONANCE WITH GENERAL AAAA STANDARDS

Award/ Further Negotiation: The intention of AAAA is to issue an award to one Vendor. AAAA does, however reserve the right to make the award(s) that is in its best interests. AAAA further reserves the right to negotiate with the successful Vendor. AAAA may, with the consent of the Vendor, increase or decrease quantities as well as add new items at periods during the contract which are advantageous to both parties. AAAA will not permit any other person other than the Vendor to engage and will not itself engage in business competition with the Vendor during the term of the lease.



Risk of Loss: The Vendor shall assume all risk of loss of the equipment at all times during the term of this agreement or any renewal thereafter.

Choice of Law: This agreement shall be governed in all respects by the laws of the State of South Carolina.

GENERAL TERMS AND CONDITIONS

Award Criteria: AAAA will make its award based on the following criteria: flat fee to be offered to AAAA, fee offered to AAAA for hosted tournaments, experience, work references, proposed menu, business plan, and any other incentives or donations Vendor would include. AAAA reserves the right to make awards most advantageous to AAAA. This may include awarding individual items or groups of items or to reject all bids or any part thereof or waive any technicalities or irregularities in the bid.

Licenses and Insurance: The Vendor awarded the contract shall assume full responsibility for successful performance of the contract. The Vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. The Vendor shall be responsible for all insurance, licenses, and related matters for any and all subcontractors. The Vendor must have and provide copies of all licenses, including any required by the South Carolina Department of Health and Environmental Control and Horry County.

Insurance: The Vendor must carry property insurance on its own equipment and also liability insurance and Worker's compensation coverage for any and all employees. The AAAA or Horry County, is not responsible for any costs associated with the loss of use of the building due to any insured or uninsured peril such as fire, theft, etc. Each Vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the Vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the AAAA.]

An original certificate of insurance, indicating that the awarded Vendor has coverage in accordance with the requirements of this section, shall be furnished by the Vendor to the AAAA within five (5) working days of such request and must be received and accepted by the AAAA prior to contract execution and/or before any work begins.

The Vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the AAAA, policies of insurance, with a company or companies authorized to do business in the State of South Carolina, and which are acceptable to the AAAA, insuring the Vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Vendor under the terms and provisions of the contract. The Vendor is responsible for timely provision of certificate(s) of insurance to the AAAA at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the Vendor is in accordance with the following minimum limits:

General Liability insurance with the following minimum limits and coverage:

- Each Occurrence/General Aggregate \$1,000,000/2,000,000
- Products-Completed Operations \$2,000,000
- Personal & Adv. Injury \$1,000,000
- Fire Damage \$50,000
- Medical Expense \$5,000
- Contractual Liability Included
- Workers Compensation

Such evidence shall include AAAA and Horry County as additional insured. The coverage amounts listed above are minimum requirements and do not establish limits to the Vendors liability. All policies shall be written by insurance companies with an A.M. best rating of A or better and licensed to do business in the state of South Carolina.



Continuation of Work: Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the AAAA and the Vendor, continue until completion without change to the then current prices, terms and conditions.

Subcontracting: The Vendor may subcontract appropriate portion(s) of the work with the prior written consent of the AAAA. Subcontracting without the prior consent of the AAAA may result in termination of the contract for default.

Assignment: The Vendor shall not assign or transfer any contract resulting from this agreement, including any rights, title or interest therein, to any person, company or corporation without the prior written consent of the AAAA.

Prime Contractor: The Vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The Vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this agreement. All subcontractors will be subject to advance review by the AAAA in regards to competency and security concerns. The Vendor shall be responsible for all insurance, permits, licenses, and related matters for itself and all subcontractors. Even if the subcontractor is self-insured, the AAAA may require the contractor to provide any insurance certificates required by the work to be performed.

Modifications of Contract: Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable AAAA procedures.

Vendor Terms and Conditions: AAAA shall not be bound to any terms and conditions included in any Vendor license or contract, or any other document which attempts to impose any condition contrary or in addition to the terms and conditions contained herein.

Exceptions to Bid: Bidders whose bid does not conform to the terms and conditions and/ or specifications contained in the AAAA bid specifications should so note the exception on a separate sheet labeled "Exemptions". While the AAAA reserves the right to make an award to a nonconforming bidder when it is in the best interests of AAAA, such awards are not routine and bidders are urged to conform to the greatest extent possible. Any exceptions agreed to by AAAA shall be clearly indicated in writing on a contract award document.

Indemnification: The Bidder agrees to and shall indemnify, defend and hold harmless AAAA, Horry County, Volunteers, respective officers, and authorized agents from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury, personal injury, property damage, expenses and attorney's fees caused by, growing out of or otherwise happening in connection with this contract due to any act or omission on the part of the Vendor, its agents, employees or other working at the direction of the Vendor.

Incorporation into Contract: Bidders acknowledge and agree that each and every portion of this bid document will be incorporated into any resulting contract as if fully restated therein.



Attachment 1 - Concessions Vendor Bid Form

Date: Date

Name of Business: Name of Business

Contact Name: Contact Name

Telephone numbers: Business: Phone Number **Mobile:** Phone Number **Residence:** Phone Number

Mailing address: Street Address

City: City

State: State

Zip: Zip

Email address: Email address

Business License Number: Business License #

Years of Experience: Years of Experience

If awarded the bid, what flat fee do you propose to donate to AAAA? Flat Fee

*(*2019-20 Approximate Participant numbers 125 Basketball, 185 Football/Cheerleading, 315 Baseball/Softball)*

If awarded the bid, what flat fee do you propose to donate to AAAA for Hosted Tournaments? Flat Fee

(Bidder may detail, distinguish or separate fees for each group: Basketball, Football/Cheerleading, Baseball/Softball)*

Vendor shall complete the attached “Work Reference” form in sufficient form to enable the AAAA to determine the adequacy of the Vendor’s performance record. Vendors may provide additional references by completing additional copies of the form.

Vendor shall complete the attached “Proposed Menu” form to allow the AAAA to review proposed menu options and prices.

Describe the approach the Vendor will take to ensure a sustainable and profitable operation:

Operational Approach

What other incentives/donations (ie; field signs, team sponsorships, umpires & staff discounts, and tournament packages) would you include and like to be considered as part of bid package?

1) Other incentive/donation

2) Other incentive/donation

3) Other incentive/donation



Work References

Agency	Click here to enter text.
Address	Click here to enter text.
City, State, Zip	Click here to enter text.
Contact Person	Click here to enter text.
Telephone	Click here to enter text.
Date(s) of Service	Click here to enter a date.
Type of Service	Click here to enter text.
Comments	Click here to enter text.

Agency	Click here to enter text.
Address	Click here to enter text.
City, State, Zip	Click here to enter text.
Contact Person	Click here to enter text.
Telephone	Click here to enter text.
Date(s) of Service	Click here to enter a date.
Type of Service	Click here to enter text.
Comments	Click here to enter text.

Agency	Click here to enter text.
Address	Click here to enter text.
City, State, Zip	Click here to enter text.
Contact Person	Click here to enter text.
Telephone	Click here to enter text.
Date(s) of Service	Click here to enter a date.
Type of Service	Click here to enter text.
Comments	Click here to enter text.



Proposed Menu

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