

**City of Goose Creek
Recreation Department
Concessions Contract**

Office Location:

519 A North Goose Creek Blvd.
Goose Creek, SC 29445
Phone: 843-569-4242

Mailing Address:

P.O. Drawer 1768
Goose Creek, SC 29445
Fax: 843-569-4241

The City of Goose Creek has created this contract for the sole purpose of outsourcing all its concession stands. The City of Goose Creek Recreation Department offers a variety of sports leagues where food and drinks for participants and spectators can be offered for purchase. These leagues are seasonal. Guidelines are listed below:

CONCESSIONS

The Goose Creek Recreation Department has four (4) enclosed concession areas: one (1) located on Liberty Hall Road where football games are played called Dogwood Park, two (2) located off Amy Drive where baseball games are played called Felkel Field, and one (1) located on Foster Creek Road where soccer games are played called Foster Creek Park. This may also include any other areas that the Recreation Department may deem available for concession sales. The awarding and/or approval of a venue(s) for concession sales is totally up to the discretion of the City of Goose Creek Recreation Department, City of Goose Creek Business License office and any other official or authorized entity such as DHEC, law enforcement, etc. All codes and specifications must be met by vendor before approval will be awarded.

The contractor is required to pay a \$1,000.00 Security Bond at the contract signing to ensure all concession areas are left in the manner in which they were found. Any City owned equipment that is damaged will result in the forfeiture of the Security Bond, and any additional charges related to the repairs of said equipment. The removal of any equipment from the facility shall result in the forfeiture of the Security Bond plus any additional costs for the removed and non-return of said items.

If a vendor is interested in operating the concession buildings, please submit a letter of interest along with a bid with a proof of insurance to the Recreation Department. The insurance policy I is required to have a minimum of \$1,000,000 coverage. The following represents the “rental fee” that will be payable to the City of Goose Creek for the use of City facilities, utilities, etc.

***\$1200.00 per month in which concessions are being sold
(months may be prorated with written approval from the Recreation Director)
(this is a total flat fee that includes all four concession stands)***

The City of Goose Creek wants to maximize its concession investment while providing the best quality of service to our customers.

All letters of interest/informal bids are to be in writing and mailed to:

City of Goose Creek Recreation Department
Concessions for Bid
P.O. Drawer 1768
Goose Creek, SC 29445

INDEPENDENT CONTRACTOR RELATIONSHIP

- 1) The Independent Contractor must meet Berkeley County and State Health Department guidelines to include health permits, are required to follow all City as well as Recreation Department policies, rules and regulations, and must keep the concession building and grounds clean and free of litter.
- 2) The City shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor in performing services under this agreement. All such costs shall be Independent Contractor's responsibility.
- 3) The Independent Contractor may not bring any type of grill (gas or charcoal), deep fryer or any type of appliance to cook inside or outside the concession building or concession areas: this includes vendors with a trailer. The concession stand at Felkel field is designed to cook and/or store foods such as hamburgers, hot dogs, french fries and popcorn.
- 4) The Independent Contractor hereby indemnifies and holds harmless the City, its subsidiaries, affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the services performed by the Independent Contractor while performing the services of the Independent Contractor of this agreement, including the warranties set forth herein. The City shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Independent Contractor will cooperate with the City and provide reasonable assistance in defending any such claim.
- 5) The Independent Contractor may not, without the written consent of the City, assign, subcontract, or delegate its obligations under this Agreement.
- 6) The City would also entertain any contract bid that includes a self-contained food truck. As stated before, all Berkeley County and Department of Health and Environmental Control (DHEC) rules and regulations will have to be followed as if it were a building.

GENERAL TERMS

- 1) Must have all staff that works for the Independent Contractor, and any subcontractors, complete a background check, within ten (10) days after commencement of said contract, conducted by the City of Goose Creek, prior to working at any City of Goose Creek Recreation facility and a copy of each background check must be submitted to the Director of Recreation.
- 2) The Recreation Department reserves the right to monitor all concession prices, as needed, and prevent patrons from being overcharged for concession items. Contractor will submit a list of items, with prices, to be approved. The Contractor will be required to pay a Hospitality Tax to the City.
- 3) Days of operation may vary based on the number of teams in each league. Concessions during regular weekly league play must be fully operational and ready for the public 30 minutes prior to the first scheduled game of the day/evening and close at 10:00 P.M., unless the Independent Contractor deems it profitable to open earlier.

- 4) The Independent Contractor shall have full responsibility for the purchase of all its inventory, supplies, and related items, including, but not limited to, paper cups, napkins, and related products. Each concession stand shall contain a conspicuous sign identifying contractor as its operator.
- 5) At any time either party has the right to terminate this contract with written notice within ninety (90) days.

INDEPENDENT CONTRACTOR RESPONSIBILITY

- 1) The City owned ice machine will be shared with the contractor. Therefore, 50% of any necessary repair fees will also be shared by the City. The City will pay the repair invoice and then be reimbursed by the contractor which may be added into the monthly fee payment or paid directly to the City of Goose Creek Recreation Department.
- 2) Kitchen equipment owned by the City of Goose Creek is available if needed. City owned equipment will be repaired by the contractor. Equipment beyond repair will be replaced by the City of Goose Creek when required by normal wear and tear to the defunct equipment.
- 3) The Independent Contractor must provide a contact person with phone number and email address to the Recreation Director. This contact person must be available 24 hours a day, 7 days of week in the event of an emergency, game cancellations, etc.
- 4) Contractor is responsible for collecting all trash produced, as a result of its operations, within a fifty (50) foot radius of each concession building and/or food truck.
- 5) Contractor shall be responsible for the general appearance, maintenance, upkeep, and regular cleaning of the concession stands, equipment, and the immediate grounds.
- 6) Contractor must provide adequate storage for all items during the off seasons. No City owned facilities will be provided for any use to store any items owned by the Independent Contractor in between regular sports league play.
- 7) Contractor is responsible for product security due to the limited space available at the concession stands.
- 8) All stands are required to have a MINIMUM of two (2) staff working when the stand is open. The main concession stand at Felkel Field must have a MINIMUM of three (3) staff workers at all times.
- 9) The Contractor must coordinate all menu items with the Recreation Staff.

INSURANCE REQUIREMENTS

- 1) Contractor assumes entire responsibility and liability for losses, expenses, demands and claims relating to or arising out of injury, or alleged injury (including death) to any person, while on the property of the City of Goose Creek. Contractor also assumes entire responsibility and liability for any damage sustained or alleged to have been sustained relating to or to have arisen out of or resulting from the performance of the work/service by the contractor, his subcontractors, agents and employees, including losses, expenses or damages sustained by The City of Goose Creek. The Independent Contractor agrees to indemnify and hold harmless The City of Goose Creek, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, based

on any such alleged injury or damage, and to pay all damages, cost and expenses relating to or resulting there from. As an integral part of this agreement, contractor agrees to purchase and maintain during the life of this contract, contractual liability insurance in the amount required above and to furnish proper evidence thereof.

- 2) Workers' Compensation insurance as required by the laws of the State of South Carolina and Employers' Liability Insurance.
- 3) Minimum limits of insurance contractor will maintain limits no less than:
 - a) Commercial General Liability limits for bodily injury, personal injury or property damage \$300,000 per occurrence \$600,000 aggregate.
 - b) Automobile Liability: \$300,000 combined single limit per accident for bodily injury and property damage.
 - c) Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the laws of the State of South Carolina and Employers' Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 per accident.
- 4) The policies are to contain, or be endorsed to contain, the following provisions:
 - a) General Certificate of Liability and Automobile Liability Coverage's will be:
 - 1) Policy will show the City of Goose Creek as an Additional Insured.
 - 2) The City of Goose Creek, its officials, employees and volunteers are to be covered as insured in respect to: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage will contain no special limitation on the scope of protection afforded to The City of Goose Creek, its officials, employees or volunteers.
 - 3) The contractor's insurance coverage will be primary insurance in respect to The City of Goose Creek, its officials, employees and volunteers. Any insurance or self-insurance maintained by The City of Goose Creek, its officials, employees or volunteers will be in excess of contractor's and will not contribute with it.
 - 4) Coverage will state that contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - a. Each insurance policy required by this clause will be endorsed to State that coverage will not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the City of Goose Creek.
 - b. If subcontractors are used the contractor will include all subcontractors as insured under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to all the requirements stated herein.

- 5) If the City of Goose Creek is damaged by the failure of the contractor to maintain such insurance and to so notify the City of Goose Creek, then the contractor will bear all reasonable costs properly attributable thereto.

- 6) All insurance policies will be written by insurers licensed to do business in the State of South Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the State of South Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all requirements. Non-admitted carriers should be so identified on the Certificate of Insurance form. The City of Goose Creek reserves the right to reject all certificates or policies issued by insurers with a Best's rating less than A-.

Concession Stand Contract: Signature Page

AUTHORIZED COMPANY REPRESENTATIVE: _____

COMPANY: _____

ENTERED THIS _____ DAY OF _____, _____

SIGNATURE

ADDRESS, CITY, STATE, ZIP

HOME PHONE

WORK PHONE

T.J. ROSTIN
DIRECTOR OF RECREATION, CITY OF GOOSE CREEK

DATE

JAKE BROOM
CITY ADMINISTRATOR, CITY OF GOOSE CREEK

DATE