

**Irmo Chapin Recreation Commission
Request for Proposal**

RFP Title:	ICRC Concessions
Mailing/Posting Date:	Thursday, June 26, 2025
Proposal will be received until:	Thursday, July 10, 2025 at 2PM

Direct inquiries to:

Ashley Smith
(803) 213-2012
asmith@icrc.net

RFP's should be mailed to:

Ashley Smith
Irmo Chapin Recreation Commission
5605 Bush River Road
Columbia, SC 29212

Or hand carried to:

Administrative Office
Irmo Chapin Recreation Commission
5605 Bush River Road
Columbia, SC 29212

SUBMITTER INFORMATION

Vendor Name: _____

Street Address/PO Box: _____

City, State, Zip Code: _____

Federal I.D./SSN: _____

Contact Person: _____

E-mail Address: _____

Telephone Number: _____

Facsimile Number: _____

MUST BE SIGNED TO BE VALID

I understand that Irmo Chapin Recreation Commission (ICRC) reserves the right to reject any and all proposals, the right in its sole discretion to accept the proposal it considers more favorable to ICRC's interest, and the right to waive minor irregularities in the procedures. ICRC further reserves the right to reject all proposals and seek new proposals when such procedure is reasonably in the best interest of ICRC. ICRC also reserves the right to award portions of this RFP to separate vendors. I also certify that this proposal is made in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Authorized Signature: _____

Name (typed or printed): _____

Title: _____

REQUEST FOR RFP

The Irmo Chapin Recreation Commission (ICRC) is accepting RFP's for concession sales, which includes Melvin Park, Seven Oaks Park, and Holiday Lights on the River. The awarded proposal must meet the following requirements:

1. RFP must be returned to attention of Ashley Smith by 2PM on Thursday, July 10, 2025.
2. RFP must include the first page above with completed "submitter information" and authorized signature.
3. RFP must contain three local references.
4. RFP must contain answers to questions (a., b., c) located in section of under **Requirements for Proposals**.

ICRC reserves the right to award portions of this RFP to separate vendors.

Bidder's Failure to Execute Contract:

Failure to meet specifications, required delivery time, or other requirements specified in this request shall be cause for termination of agreement.

Submittal Deadline:

Responses shall be delivered no later than 2pm on Thursday, July 10, 2025 to:

Ashley Smith
Athletic Director
Irmo Chapin Recreation Commission
5605 Bush River Road
Columbia, SC 29212

Telephone: 803/213-2012
E-mail: asmith@icrc.net

IRMO CHAPIN RECREATION COMMISSION

REQUEST FOR PROPOSAL

Background and Purpose

Irmo Chapin Recreation Commission is requesting proposals from contractors to furnish concession services for all of ICRC's Athletic and Event facilities.

Scope of Work

The selected contractor will furnish, at a minimum, the following services:

A. Athletic Concession Stands

- Will consist of (1) stand at Seven Oaks fields 1-4, (1) stand at Melvin Park
 - February through November
- Days of operation may vary based on number of teams in each league and each weekend events.
- Concessions during regular weekly league play must be fully operational and ready for the public 15 minutes before the first scheduled game of the night and close at the end of the last game, unless the contractor deems it profitable to open earlier and close later.
- Weekend events may vary, and some events could require additional services depending upon demand.

B. Holiday Lights on the River

- No Physical Concession Building on site
- Sleigh Bell Stroll
 - Fully operational by 5:00pm.
 - Quick sale items for sale at event, sodas, water, candy, popcorn, hot chocolate, hot cider, etc.
 - Contractor must provide generator for this event.
- Drive Through Show
 - Every night of the Event – Wednesday prior to Thanksgiving until New Year's Eve excluding Thanksgiving Day, Christmas Eve, and Christmas Day
 - Fully operational by 6:00pm until second Friday in December. After second Friday in December must be fully operational by 5:30pm.
 - Required items for sale, marshmallows on a stick, hot dogs, s'mores packs, popcorn, hot chocolate, sodas and water, coffee products, and apple cider.
 - Contractor may serve beer and wine in accordance with State Law with the approval of ICRC.

C. Contractor acknowledges that weather may result in schedule changes, and it is the Contractor's responsibility to contact ICRC Staff for changes in scheduling. Contractor will make every effort to run the concession stands for make-up games and events.

D. Concession contractor may be given the opportunity independent of this contract to include large special events held by Irmo Chapin Recreation Commission.

- E. In months or weeks where no or limited events are scheduled, the concession stands will not be required to be open. ICRC reserves the right to have vending machines at Athletic and Event facilities for the benefit of the participants during down time.
- F. ICRC reserves the right to monitor all concession prices to prevent patrons being overcharged for concessions items. The contractor will submit a list of items and prices for tournament/special events and local league play to be reviewed and approved by ICRC. Contractor will not be allowed to serve items not approved or fees not approved by ICRC.
- G. It is the responsibility of the contractor to comply with applicable local, state and federal laws, codes, regulations and ordinances (i.e. DHEC).
- H. Contractor will submit to asmith@icrc.net Athletic Concessions quarterly sales and revenue reports, for review no later than the 15th of each following month and Holiday Lights on the River weekly sales and revenue reports.
- I. Contractor will honor existing beverage contract. ICRC will provide order and shipping dates, phone numbers, contact names and information for beverage contract provider.
- J. A tentative 2025/2026 schedule for each venue is available upon request. Exact hours of operation for each concession area may vary based on the actual number of games scheduled on any given day. All dates, times and locations are subject to change and/or deleted from the schedule and additional games may be added to the schedule as required.

Requirements for Proposals

- A. Three local references: commercial, private, governmental, or a combination of any of these. Include the contact person's name and telephone number.

B. Athletic Concession Stands

The contractor proposes to pay ICRC _____% of quarterly gross sales, with a minimum of 20%. The fee can be paid in quarterly payments or as agreed upon by both parties. All quarterly payments are due no later than the 15th of (September, December, March, June). Any quarterly payment not paid when due shall be levied a late fee of ten percent (10%) of the amount.

Holiday Lights on the River

The contractor proposes to pay ICRC _____% of weekly gross sales, with a minimum of 25%. The fee must be paid each Monday of the event. Any weekly payment not paid when due shall be levied a late fee of ten percent (10%) of the amount.

- C. The contractor is required to pay a \$2,000 Security Bond at the contract signing to ensure that the concessions area and equipment rented are left in the manner in which they were found. Any Commission owned equipment that is not repaired will result in the forfeiture of the security bond. Monthly inspections will be done by ICRC. 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 any payments are not paid, ICRC reserves the right to keep the security bond.
- D. Contractor is responsible for timely paying all South Carolina Department of Revenue taxes and sending all required paperwork to SCDOR. Payment records must remain on file for ICRC inspection.

- E. Contractor agrees to maintain a General Liability insurance policy in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence and shall name Irmo Chapin Recreation Commission as an additional insured, covering all risks of loss or damage to persons or property, arising out of the use of the above listed facilities, regardless of fault, a business license, and obtain a current food service certificate by the Department of Health and Environmental Control with an “A” rating. The contractor shall provide proof of worker’s compensation insurance on the contractor’s employees as required by South Carolina law, and the failure to do so shall constitute default. All items must be purchased at the contractor’s expense.
- F. Indicate the contractual entity that will be responsible for performance of all aspects of this contract. Provide the name of the firm, address, contact person(s), email addresses, cell phone numbers, and 24 hour telephone numbers.
- G. Provide information which best illustrates your company’s qualifications and capabilities for handling the needs presented by Irmo Chapin Recreation Commission.
- H. Contractor Question Responses – The responses given by the proposer to the three questions listed below will be evaluated during the selection process.
 - a. How will your services be unique when compared to those of your competitors?
 - b. What will be your policy for providing courteous and trained staff on site during your hours of operation?
 - c. Please provide a list of items that will be sold and your proposed sale price for each of those items.

Procedures for Submitting Proposals

- A. Proposals must arrive by mail or sealed, hand-delivered to 5605 Bush River Road, Columbia SC 29212, c/o Ashley Smith no later than July 10, 2025, 2:00pm in order to be considered. Responses received after this time may be marked as LATE and returned to the proposer.
- B. Proposals must contain the signature of an authorized representative of the responding firm(s).
- C. Notification of award will be in writing by the ICRC Executive Director. Upon notification, the contractor shall submit to Executive Director all required insurance certificates and such other documentation as may be requested, or required, under these terms. Upon their receipt and subsequent approval, the ICRC Executive Director will forward the contractor a written **NOTICE TO PROCEED**. Work shall NOT be started until such Notice to Proceed is received by the contractor. ICRC is not liable for any costs incurred by proposer prior to the issuance of a Notice to Proceed.
- D. Firms responding to this RFP must be available for presentations or interviews.
- E. The contents of the proposal of the successful firm may become part of any subsequent contractual obligation.

Terms and Conditions

1. General

- A. ICRC reserves the right to accept or reject any or all proposals.
- B. The contractor shall have appropriate personnel available for the operation of the concession stands in order to provide reasonable and adequate service at all times called for by the schedule of hours as stipulated in this agreement. ICRC reserves the right to have the contractor add additional staff at the contractor's sole expense. ICRC will review from time to time the contractor's staffing levels to determine if patron demand is being met efficiently, if not the contractor will be required to increase its staff as specified by ICRC. ICRC reserves the right to remove any personnel that is uncooperative, irresponsible, or reflects poorly on ICRC.
- C. The contractor is authorized for the term of this agreement to sell in ICRC-owned concession stands only those food, beverage and miscellaneous items such as--but not limited to--sundry items, novelties and candy of the best quality approved for sale ICRC.
- D. No tobacco products will be allowed for sale.
- E. Alcohol may be sold at events at Saluda Shoals Park, with prior approval from SSP Park Director. For alcohol sales, contractor is responsible for obtaining necessary beer, wine and alcohol permits from the Department of Revenue. A copy of the permit must be provided to ICRC prior to the event. Contractor is responsible for monitoring all activities related to alcohol.
- F. The pricing of each concession item must stay within the local market pricing.
- G. It is the ICRC's responsibility to provide the following items:
 - 1) Ice. The ICRC agency owned ice machine will be shared with the vendor.
 - 2) Concession equipment owned by ICRC is available if needed. Please refer to the list attached to this RFP.
 - 3) Contact person for notification of any cancellations and/or rescheduled events.
- H. The contractor is responsible for picking up and proper disposal of all trash produced as a result of their operations within concession stands and storage areas.
- I. Due to weather and/or unseen circumstances, some events may be canceled. In the event of a cancellation, ICRC will notify the contractor's point of contact ahead of time, if at all possible. In the event that notification is not possible, the contractor is still required to show up. Any cost incurred to the contractor due to a cancellation is not the responsibility of ICRC.
- J. ICRC will provide water, electricity and trash collection outside of concession stands and storage areas. Any cost incurred to the contractor for the failure of water, electricity, or HVAC units is not the responsibility of ICRC. ICRC shall maintain all permanent equipment such as mop sinks, hand sinks, paper towel and soap dispensers, water heater, fire extinguishers, and ice machines. ICRC shall provide at ICRC's expense only those structural repairs not necessitated by the negligence of the contractor for the concession stands and normal utilities consumed in the operation thereof by the Contractor. The Contractor shall be responsible for the general appearance, maintenance, upkeep, and regular cleaning of the concession stands, and equipment. The contractor shall maintain the

concession stands in a clean and neat manner at the contractor's sole expense. A maintenance schedule for equipment will be provided as well as a yearly pre-inspection and post inspection of all equipment that is owned by ICRC. The penalty for not completing all required maintenance will be loss of the security bond and any other costs to replace or repair equipment and/or buildings.

- K. Monitored portable grills are acceptable and must be approved by ICRC. Grills must be in compliance with State Law.
- L. Other sub-contractors approved by ICRC may be allowed to set up in the parks as well. ICRC reserves the right to approve any other concession or additional product vendor space within the complex during any events. Any subcontractor for concessions or another product must meet all requirements set forth under Requirements for Proposal Section C & D.
- M. There will be an orientation of the concession facilities provided by ICRC at the request of the contractor.
- N. The contractor shall provide proof of worker's compensation insurance on the contractor's employees as required by South Carolina law, and the failure to do so shall constitute default hereunder.

2. Request for Proposal / Contract

- A. This Request for Proposal (RFP), and any addendums, are part of the contract.

3. Hold Harmless

- A. Contractor shall defend, indemnify, and save harmless ICRC, its officials, employees, departments, agents, boards, commissions, and volunteers against and from all attorney fees and costs, claims, judgments, losses, damages, demands, payments, recoveries, legal proceedings, and decrees of every nature, and expenses to persons or property occasioned, wholly or in part, by the negligent acts or omissions of contractor, contractor agents, employees, and subcontractors. ICRC is not responsible for any losses incurred by the Contractor including, but not limited to, any force of nature, natural disaster, loss of power, or other occurrences beyond its control.
- *The Contractor hereby releases, jointly and severally, ICRC, its officers, employees, agents, and staff members from any losses, claims, damages, or lawsuits arising from the use of the Department's facilities by the Contractor or the Contractor's guests.
- *Further – All persons or property of any kind that may be on the premises during the term of this Agreement shall be at the risk of the Contractor. ICRC, its agents and employees, shall not be liable to Contractor, or any other person on these premises, during the term of this Agreement, for injury to, damage to, or loss of, property or any person on these premises. Contractor further agrees to indemnify ICRC and hold them harmless from all damages, injuries, losses, and expenses incurred by any person, or party, in any way, from Lessee's use of these premises. Contractor also releases ICRC, and its agents and employees from all damages, injuries, liabilities, losses, and expenses incurred by Contractor in any way from use of these premises and equipment. Contractor also agrees to indemnify ICRC against all costs, including attorney's fees, arising out of the Contractor's use of this property and these premises.

Selection Process

- A. General – Irmo Chapin Recreation Commission will evaluate all qualifying proposals. All requirements in this RFP should be satisfied to ensure that your proposal will qualify for consideration. ICRC desires to receive only proposals from firms who can demonstrate those qualifications specified in this RFP.
- C. Proposal Evaluation Criteria – The following criteria will be used to evaluate all proposals. The order in which these criteria are listed is not intended to imply any ranking of importance:
 - 1. Qualifications of submitting firm(s).
 - 2. Demonstrated ability to provide the product and services required by ICRC.
 - 3. Responses to questions in the RFP.
 - 4. Fees proposed by the Contractor (Yearly).
 - 5. Reference check.

4. GOVERNING LAW

This Agreement shall be construed under and in accordance with the laws of the State of South Carolina. ICRC and Vendor hereby consent that venue of any action brought under this Agreement shall be in Lexington County, South Carolina. ICRC and Vendor waive their right to jury trial in all actions against each other.

5. TERM

The term of this contract will be during ICRC's fiscal year beginning July 11, 2025 and expire on June 30, 2026, but may be reviewed for renewal prior to expiration up to two additional years by ICRC. Final decision determining continuation, cancellation, and scheduling of programs involving concession shall be that of the Executive Director of ICRC based upon the policies and procedures governing the use of ICRC facilities and upon evaluation of the quality of the concession program after reviewing recommendations from the Executive Director.

6. TERMINATION

Should the contractor at any time refuse to perform the services with promptness and diligence or to perform any of the other obligations under this contract, ICRC may terminate the contractor's right to proceed with the work by written notice to the contractor.

7. MISCELLANEOUS

Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement. Facsimile or photocopies of the executed Agreement may be relied upon as if the original.

Severability

Should a court of competent jurisdiction declare this Agreement void in any provision, then all remaining provisions shall remain in full force and effect.

Sole Agreement

This document shall constitute the sole agreement of these parties and shall not be modified unless reduced to writing and signed with the same formality as this Agreement.

Contractors Certification

_____ I have carefully examined this Request for Proposal.

_____ I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal in the amount of _____% will remain firm for a period of fifteen (15) business days in order to allow Irmo Chapin Recreation Commission the adequate time to evaluate the proposals. If awarded the contract within fifteen (15) business days, I agree to execute a written contract with ICRC subject to the terms and conditions of ICRC's Procurement Code and this proposal.

_____ I agree that ICRC terms and conditions herein shall take precedence over any terms and conditions submitted with the proposal, either appearing separately or included in preprinted catalogs and/or price lists or other literature.

_____ I agree to abide by all conditions of this proposal and understand that ICRC reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions.

_____ I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the contractor as its agent and that the contractor is ready, willing and able to perform if awarded the contract.

_____ I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a proposal for the same product or service; no officer, employee, or agent of ICRC or any other proposer is interested in said proposal; and that the undersigned executed this Contractor's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Mailing Address

City, State and Zip Code

Authorized Signature

Name & Title (Typed or printed)

Telephone Number/ Email

References

REFERENCE #1

Customer Name: _____

Address: _____

Point of Contact: _____

Telephone Number: _____

Length of Service: _____

REFERENCE #2

Customer Name: _____

Address: _____

Point of Contact: _____

Telephone Number: _____

Length of Service: _____

REFERENCE #3

Customer Name: _____

Address: _____

Point of Contact: _____

Telephone Number: _____

Length of Service: _____

Kitchen Equipment

Seven Oaks Park 1 – 4

- 1 – Commercial Ice Maker
- 2 – Sinks (1 triple)
- 1 – Fountain Machine — Owned by Coke
- 1 – Beverage Air Double Refrigerator – Owned by Coke
- 1 – Nacho Cheese Dispenser
- 4 – Leading Edge Fly Fans

Melvin Park 1 – 4

- 1 – Commercial Ice Machine
- 1 – Fountain Machine – Owned by Coke
- 1 – Beverage Air Double Refrigerator – Owned by Coke
- 2 – Sinks (1 triple)
- 1 – Slushie Machine
- 1 – Nacho Cheese Dispenser
- 4 – Leading Edge Fly Fans