

TOWN OF SANTEE CATERING SERVICES BID



Bid Submission Deadline: Thursday, April 4 at 4:00 EST,

Sealed Bids must be labeled “Town of Santee Catering Services Bid.”

Bids may be emailed, hand-delivered, or mailed to: Town of Santee | P.O. Box 1220 | Santee, SC 29142. Email bids to Rodney S. Tucker, Town Administrator at rtucker@townofsantee-sc.org.

For questions and information, contact Rodney S. Tucker at 803.854.2152 ext. 223 or rtucker@townofsantee-sc.org.

TOWN OF SANTEE CATERING SERVICES BID

The Town of Santee is seeking catering services for our 75th Diamond Jubilee Anniversary Prayer Breakfast on Monday, April 22, and the Gala on Friday, April 26, 2024. The former is scheduled from 10 am to 12 noon. The Gala is scheduled from 7 pm to 12 midnight. Proposers may respond to one or both solicitations. We are anticipating 200 people at both events. Catering solicitation services include food delivery, staffing events, and cleanup. For the Gala, the proposer will provide a menu reflecting specific food categories. Proposers interested in catering the Gala that offer bartending services, please include separate costs.

The proposer/vendor, including subcontractors, shall meet the minimum requirements:

- hold the proper SC DHEC retail food license and if interested in bartending service, have the appropriate bartending license; and,
- previously catered at least three (3) events of 75 or more people.

Bids may be received via email, hand-delivered, or mail to the Town of Santee on or before Thursday, April 4, 2024, no later than 4:00 pm (EST). Email your bid to Rodney S. Tucker, Town Administrator at rtucker@townofsantee-sc.org. Emailed bids must have “Town of Santee Catering Services Bid” in the subject line. Hand-delivered or mailed bids must be sealed and labeled “Town of Santee Catering Services Bid”. The bid may be mailed to: Town of Santee, Attention: Rodney S. Tucker, *Town Administrator*; P.O. Box 1220 (194 Municipal Way); Santee, SC 29142.

Bids received after Thursday, April 4, will not be accepted. Any offer submitted as a result of the bid is binding on the proposer for ninety (90) calendar days following the specified date. The Town is under no obligation to return bids. The Town also reserves the right to reject any or all bids without cause. The Proposer shall bear all costs associated with the preparation, response, and delivery of bid(s). Timely received bids will be opened publicly on Friday, April 5 at 1 pm at Town Hall – 194 Municipal Way. The name(s) will be read aloud and recorded. The lowest bid does not guarantee the selected bidder. Price, experience, and service weigh into the selection process. The selection process may include a visit to the Proposer’s facility. The Town reserves the right to negotiate pricing with considered vendors. After the review and evaluation of the received bids, we will contact selected vendors immediately and negotiate the contract for catering services. See the attached sample contract.

Successful respondent shall comply with all applicable federal, state, and local governmental laws, rules, regulations, and orders in the performance of its duties under this solicitation.

For questions and information call or email Mr. Tucker at rtucker@townofsantee-sc.org or 803.854.2152 ext. 223.

INTRODUCTION

The Town of Santee will turn 75 years old on April 22, 2024. To celebrate this milestone, the Town is engaging in a week-long celebration from Sunday, April 21 to Saturday, April 27. Each day offers something for all ages. The bid solicitation is for catering services for two of the events. Both events are expected to attract 200 people. On Monday, April 22, we are having a Prayer Breakfast for the community with a specific menu. The second is a black tie Gala on Friday, April 26 with heavy hors d'oeuvres. The menu is the "Chef's Choice" meaning the proposer vendor will present a menu based on presented food categories, presentative of this event.

SCOPE OF SERVICES

I. Proposer/Vendor

The proposer/vendor, including subcontractors, responsibilities include but not limited to:

- A. *Supplies*. Provide all food and beverages, including, but not limited to, all food area needs condiments, pans, warmers, tablecloths for vending stations, and all serving supplies (forks, knives, spoons, plates, cups, gloves, and napkins).
- B. *Staffing*. Provide professional customer service. The following expectations are:
 - supervision of food station areas at all times of operation and serve guests;
 - conduct operations so that the environment is not negatively impacted;
 - no eating and/or drinking in public/guest areas;
 - no smoking during the entire event/shift; and,
 - maintain SC DHEC's food safety standards.
- C. *Delivery*. Food is to be delivered to the Santee Conference Center | 1737 Bass Drive | Santee, SC 29142. The Proposer expected to arrive an hour and thirty minutes (1hr and 30 min.) or before to set up.
- D. *Leftovers*. All uneaten food, including beverages, is to be packed up per food safety standards and stored in the Santee Conference Center's refrigerator.
- E. *Clean Up*. All unusable materials and debris shall be removed from the premises at the end of the event and disposed of properly. This includes cleaning the prep kitchen and all used apparatuses and appliances to facilitate catering services,.
- F. *Events, Dates/Time, and Menu*.
 1. **Prayer Breakfast**: April 22 | 10 am - 12 noon

Menu:

- Beverages: regular and decaf coffee, orange and applies juice, water; tea packets/hot water.

- Food: grits, scrambled eggs, bacon, sausage, turkey bacon or sausage, toast, and fruit medley.
- Condiments: sugar, creamer/half and half, hot sauces, honey, shredded cheddar cheese, assorted jellies, and butter.

2. **Gala:** April 26 | 7 pm - 12 midnight

Menu: Heavy Hors d’oeuvres. “Chef’s Choice”

The Proposer is to present her/his or they/them menu for this event. The Town is requesting food selection in the following categories:

- Fruit, cheese, and vegetable trays;
- Desert;
- Pasta station;
- Seafood, beef, and chicken options;
- Dips/spreads with crackers;
- Breads;
- Miniature sandwiches;
- Beverages: sweet tea, lemonade, and water;
- Other offerings; and,
- Condiments: sauces and butter

II. Town of Santee

The Town shall provide:

- A. access to the prep kitchen, trash receptacles, and cleaning materials.
- B. pictures for your blog, website, and social media platforms.
- C. other assistance needed to facilitate services.

PROPOSAL SUBMISSION

Bids are due on or before Thursday, April 4, 2024, at 4:00 (EST). Proposers must complete and submit the attached forms for one or both events. The Proposer must:

- A. Highlight experience. Brochures, news, and/or clippings are optional;
- B. Include price for one or both; and,
- C. Provide a minimum of three (3) catered client references with the contact person’s name, company/organization name, mailing address, email address, and phone. Include the name of the event, the number of people served, date of the event per references.

GENERAL TERMS AND CONDITIONS

Public Record

Your bid is a public document under the South Carolina Freedom of Information Act (FOIA), except for information that may be treated as confidential as an exception to disclosure under the FOIA. After an award is made, copies of the proposal will be available for public review, under

the supervision of the Town's Administrative Office from 8:30 am to 5:00 pm, Monday through Friday at 194 Municipal Way; Santee, South Carolina.

Requirements

The successful proposers will comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

Independent Contractor

The selected proposer/vendor will be legally considered an independent contractor and neither the vendor nor its employees will, under any circumstances, be considered employees of the Town, and the Town will be at no time legally responsible for any negligence or other wrongdoing by the contractor or its employees.

Jurisdiction

This agreement shall be governed by the laws of the State of South Carolina.

Right of Rejection and Clarification

The Town of Santee reserves the right to reject any or all proposals and to request clarification of information from any proposer.

Request for Additional Information

Before the final selection, proposers may be required to submit additional information that the Town may deem necessary to further evaluate the proposer's qualifications.

Denial of Reimbursement

The Town will not reimburse proposers for any costs associated with the preparation and submittal of bids.

Gratuity Prohibition

Proposer shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the Town of Santee to influence consideration of this bid.

Right of Withdrawal

A proposal may not be withdrawn before the expiration of 90 days from the proposal due date.

Right of Negotiation

The Town reserves the right to negotiate with the selected proposer.

Assignment

The successful proposer will not sell, assign, transfer, or convey any contract resulting from this bid, in whole or in part, without the prior written consent from the Town of Santee.

Lawsuits, Bribery

The proposer will disclose any record of pending lawsuits, criminal violations and/or convictions, etcetera, and shall not have conflicts of interest.

Conflict of Interest

The proposer attests that they presently have no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further attests that no person having any such known interest shall be employed or convey an interest, directly or indirectly, in the contract.

Business License

A business license is not required to submit a bid. However, the selected proposer/vendor and/or its agents under this bid shall be required to obtain a business license before work can begin. For further information, contact Willia Wright, Clerk/Treasure at 803.854.2152 ext. 201 or wwright@townofsantee-sc.org.

Indemnification

The selected proposer and its contractor shall indemnify and hold the Town, its employees, officers, officials, and agents free and harmless from and against any liabilities, losses, claims, demands, suits, judgments, causes of action, and /or expenses of any kind, any injury or damages to any persons or property resulting from the performance of the terms of the contract, including claims by any employees of the contractor or employees of the contractor's subcontractors, or claims by any third parties.

Insurance

The selected proposer shall purchase, maintain, and keep in full force, effect, and good standing, Comprehensive General Liability with primary limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate during terms of the contract. The proposer shall list the Town of Santee as the Certificate Holder on the Certificate of Insurance (COI) and add the Town under General Liability as an additional insured. A copy of COI with the above conditions to the Town before executing a contract.



BID SUBMISSION

194 Municipal Way | P.O. Box 1220 | Santee, SC 29142 | Ph: 803.854.2152 | Fax: 803.854.3233

The firm's price per meal and total must include all labor costs and total cost of doing business, including, but not limited to, the following: overhead, set-up and tear-down costs, profit, travel time, service charges, gratuity, delivery, food products, beverages, all necessary catering equipment including serving items, utensils, napkins, and fringe benefits. Proposers may submit for one or both events. If the proposer has a bartending license and is interested in bartending the Gala, please note price separately. Catering services are for 200 attendees for both events. **The Chef's Choice Menu must be included. Please attach/enclose with bid.** Attach additional sheets and/or relevant materials.

PRAYER BREAKFAST BID		
Event date/time: April 22 10 am – 12 noon		
Experience:		
Unit Cost Price per person	Total Cost	Any government discounts? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, note below.
\$	\$	
REFERENCES		
Contact Person:		
Company/Organization Name:		
Company/Organization Mailing Address:		
Phone:	Email Address:	
Name of Catered Event:		
Date of Event:	Number of People:	
Contact Person:		
Company/Organization Name:		
Company/Organization Mailing Address:		
Phone:	Email Address:	
Name of Catered Event:		
Date of Event:	Number of People:	
Contact Person:		
Company/Organization Name:		
Company/Organization Mailing Address:		
Phone:	Email Address:	
Date of Event:	Number of People:	



BID SUBMISSION

194 Municipal Way | P.O. Box 1220 | Santee, SC 29142 | Ph: 803.854.2152 | Fax: 803.854.3233

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GALA BID		
Event date/time: April 26 7 pm – 12 midnight		
Experience:		
Unit Cost Price per person	Total Cost	Any government discounts? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, note below.
\$	\$	
Bartending service (if applicable)		Total Cost: \$
REFERENCES		
Contact Person:		
Company/Organization Name:		
Company/Organization Mailing Address:		
Phone:	Email Address:	
Name of Catered Event:		
Date of Event:	Number of People:	
Contact Person:		
Company/Organization Name:		
Company/Organization Mailing Address:		
Phone:	Email Address:	
Name of Catered Event:		
Date of Event:	Number of People:	
Contact Person:		
Company/Organization Name:		
Company/Organization Mailing Address:		
Phone:	Email Address:	
Name of Catered Event:		
Date of Event:	Number of People:	

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG**

**) SANTEE CATERING SERVICES
) CONTRACT FOR PRAYER BREAKFAST**

This Contract is made and entered into this _____ day of _____ in the year 2024 between the **Town of Santee**, hereinafter referred to as "Town", and **Vendor Name** hereinafter referred to as "Vendor".

WHEREAS, The Town of Santee seeks catering services as part of its 75th Diamond Jubilee Anniversary;

WHEREAS, The Town engaged in its bid process and selected (Vendor Name) to cater the Prayer Breakfast;

WHEREAS, this Contract is not transferrable to another owner/operator;

NOW, THEREFORE, in valuable consideration and mutual promises hereafter set forth between the parties hereto, the legal sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

WITNESS TO

I. SCOPE OF SERVICES

1. Proposer/Vendor

The proposer/vendor, including subcontractors, responsibilities include but not limited to:

- A. *Supplies*. Provide all food and beverages, including, but not limited to, all food area needs condiments, pans, warmers, and all serving supplies (forks, knives, spoons, plates, cups, gloves, and napkins).
- B. *Staffing*. Provide professional customer service. The following expectations are:
 - supervision of food station areas at all times of operation and serve guests;
 - conduct operations so that the environment is not negatively impacted;
 - no eating and/or drinking in public/guest areas;
 - no smoking during the entire event/shift; and,
 - maintain SC DHEC’s food safety standards.
- C. *Delivery*. Food is to be delivered to the Santee Conference Center | 1737 Bass Drive | Santee, SC 29142. The Proposer expected to arrive an hour and thirty minutes (1hr and 30 min.) or before to set up.
- D. *Leftovers*. All uneaten food, including beverages, is to be packed up per food safety standards and stored in the Santee Conference Center’s refrigerator.
- E. *Clean Up*. All unusable materials and debris shall be removed from the premises at the end of the event and disposed of properly. This includes cleaning the prep kitchen and using

apparatuses and appliances to facilitate catering services, restoring it to its previous condition.

F. *Events, Dates/Time, and Menu.*

Prayer Breakfast: April 22 | 10 am - 12 noon

Menu:

- Beverages: regular and decaf coffee, orange and apple juice, water; tea packets/hot water.
- Food: grits, scrambled eggs, bacon, sausage, turkey bacon or sausage, toast, and fruit medley.
- Condiments: sugar, creamer/half and half, hot sauces, honey, shredded cheddar cheese, assorted jellies, and butter.

2. Town of Santee

The Town shall provide:

- A. access to the prep kitchen, trash receptacles, and cleaning materials.
- B. pictures for your blog, website, and social media platforms.
- C. other assistance needed to facilitate services.

II. PAYMENT

It is expressly agreed and understood that compensation shall be based on outcome services. A non-refundable deposit in the amount of (dollar amount) made payable to (Vendor). The remaining balance shall be paid on the day of the event or within 15 days after the event.

III. CANCELLATION

If the Vendor terminates this Contract by non-performance, the full deposit shall be returned to the Town. If the cancellation is due to an Act of God [death, diminished mental incapacity, inclement weather, or rain out of an outdoor event] or an incident out of one's control (i.e. documented medical emergency), the Vendor shall return three-fourths of the deposit. Conversely, if the Town cancels the event, the Vendor is entitled to the full deposit.

IV. INDEPENDENT CONTRACTOR

The Vendor will be legally considered an independent contractor and neither the vendor nor its employees will, under any circumstances, be considered employees of the Town, and the Town will be at no time legally responsible for any negligence or other wrongdoing by the contractor or its employees.

V. INSURANCE

The selected Vendor shall purchase, maintain, and keep in full force, effect, and good standing, Comprehensive General Liability with primary limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate during terms of the contract. The proposer shall list the Town of Santee as the Certificate Holder on the Certificate of Insurance

(COI) and add the Town under General Liability as an additional insured. A copy of COI with the above conditions to the Town before executing a contract.

VI. INDEMNIFICATION

The vendor and its contractor shall indemnify and hold the Town, its employees, officers, officials, and agents free and harmless from and against any liabilities, losses, claims, demands, suits, judgments, causes of action, and /or expenses of any kind, any injury or damages to any persons or property resulting from the performance of the terms of the contract, including claims by any employees of the contractor or employees of the contractor's subcontractors, or claims by any third parties.

VII. LIMIT OF LIABILITY

The vendor is not liable for non-performance due to a documented medical emergency or Act of God. However, in the unlikely event that the Vendor is unable to the guidelines of the Contract due to an Act of God, or cause beyond one's control (i.e. documented medical emergency), the Vendor will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability are limited to the return of three-fourths of the deposit and any payments received for the event. The Vendor's liability shall not exceed the cost of unrendered service.

VIII. CONFLICT OF INTEREST

The Vendor attests that they presently have no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further attests that no person having any such known interest shall be employed or convey an interest, directly or indirectly, in the contract.

IX. ASSIGNMENT

The successful Vendor will not sell, assign, transfer, or convey any contract resulting from this bid, in whole or in part, without prior written consent from the Town of Santee.

X. LAWSUITS, BRIBERY

The Vendor will disclose any record of pending lawsuits, criminal violations and/or convictions, etcetera, and shall not have conflicts of interest.

XI. GRATUITY PROHIBITION

The Vendor shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the Town of Santee to influence consideration of this bid.

XII. APPLICABLE LAWS

The Vendor shall comply with all applicable federal, state, county, and Town laws and ordinances in the performance of its obligations, including obtaining a business license.

XIII. SEVERABILITY

In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

XIV. ATTACHMENTS

Attached hereto and hereby incorporated by reference and made a part of this Contract as fully as if set forth herein:

Part II Certificate of Insurance

XV. TERMINATION OF CONTRACT

Once a contract is executed, notwithstanding the terms of the contract, this Contract can be terminated either by:

- A. failure to remedy itemized deficiencies within the timeframe concerning compliance with the contract;
- B. mutual agreement of parties;
- C. diminished mental incapacity or death of vendor; or,
- D. violation of SC State Ethics Codes or a felony conviction.

XVI. NOTICES

Communication and details concerning this Contract shall be directed to the following contact representatives:

Rodney S. Tucker, *AICP*
Town Administrator
 Town of Santee
 194 Municipal Way
 Santee, SC 29142
Phone: 803.854.2152 ext. 223
Fax: 803.854.3233

Contractor's Name
Contractor's Title
 Company Name
 Street Address
 City, State, Zip code
Phone:
Fax:

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the day and year first above written.

Witnesses:

Town of Santee

By: _____
Rodney S. Tucker
ITS: *Town Administrator*

Date

Witnesses:

Contractor Company Name

By: _____
Authorized Signer
ITS: *Signer Title*

Date