



ANGIER PARKS AND RECREATION BOOSTER CLUB
OPERATION OF CONCESSION STANDS FOR FALL
SEASON 2011

ISSUED BY: ANGIER PARKS AND RECREATION BOOSTER CLUB
PO BOX 278
ANGIER, NC 27501
CONTACT:

ISSUE DATE: AUGUST 26, 2011

BIDS WILL BE RECEIVED UNTIL SEPTEMBER 7, 2011 AT 3:00 PM

MAILING INSTRUCTIONS

1. If mailed, bid should be forwarded by certified U.S. Postal Service. Please address as shown: APRBC Attn: Derek McLean PO Box 278 Angier, NC 27501
2. If forwarded other than by US Postal Service, delivery must be made directly to Angier Town Hall, 55 North Broad Street West, Angier, NC 27501.
3. Electronic or faxed bids will be accepted. If bids are faxed or emailed they must clearly and plainly be marked as to the bid package for FALL CONCESSION STANDS. Fax (919-639-6130) or email dmclean@angier.org

NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET, AND THE BID IS LATE – IT WILL NOT BE CONSIDERED.

**Angier Parks and Recreation Booster Club
Specifications for Concession Stand Operation**

NOTE: Firm shall respond to each category below. Any “NO” responses or deviations should be explained in the space provide. If the firm complies, put a check in the appropriate box.

		Complies	If No: Explain deviation
1	The terms of the proposed contract are as set forth in a copy of the proposed agreement attached hereto (See attached)		
2	The minimum bid will be seven hundred fifty dollars (\$750) for the fall season of operation if operator is using their own facilities and nine hundred fifty dollars \$950 if using Town of Angier Concession stands at Jack Marley Park. (12 September 2011 – 16 November 2011)		
3	Submission of a bid will be considered authorization for the Angier Parks and recreation Booster Club to investigate the financial background of the applicant by any legal means, including by way of example of credit checks, etc.		
4	Each bidder must be in a position to demonstrate hoe the bidder intends to provide all services required by the contract including all necessary materials, supplies, equipment and manpower necessary to commence operation on or before September 12, 2011		
5	Each bidder must be able to demonstrate his/her fitness and capability to perform the contract and his/her ability to provide all insurance and other requirements of the contract.		

6	Sample menu and price list of items offered is included with bid. Acknowledgement and agreement that only Pepsi beverage products will be sold at Jack Marley Park by the operator.		
7	Operator agrees to operate at a minimum of during all games.		

NON-COLLUSION AFFIDAVIT

CONCESSION STAND OPERATION

ANGIER PARKS & RECREATION BOOSTER CLUB

The undersigned affirms that the bid made here-in is made without any connections with any other person, or persons, making any other bid for the above item(s): that it is in all respects fair and without collusion or fraud:

That _____ (Firm Name) is not connected in any official capacity with the Town of Angier or the Angier Parks and Recreation Booster Club, and that no person, or persons, acting in such a capacity are directly, or indirectly, interested herein or in any of the profit arising or anticipated from this transaction.

In making this bid, it is understood and agreed, that the conditions set forth in the specifications together with the bid shall form a part of and be construed with the contract under the same.

The acceptance of this bid by Angier Parks and Recreation Booster Club, as evidenced by the signed Contract, will be held to be a mutual agreement as to each and every clause of this proposal and to constitute a contract between the parties hereto.

FIRM NAME:

State of North Carolina

County of _____

Sworn to and subscribed

Before me, this day of , 20

Notary Public

My commission expires: _

SAMPLE CONTRACT

CONTRACT

This contract, made and entered into as of the _____ day of _____, 2011, by and between Angier Parks and Recreation Booster Club, a nonprofit organization of the State of North Carolina, and _____ hereinafter referred to as Owner, and _____ - a citizen or business and resident of the State of North Carolina, hereinafter referred to as Operator;

WITNESSTH:

THAT WHEREAS, the Town of Angier is the owner of the Jack Marley Park, upon which is located a facility comprised of _____ soccer fields, one football field and _____ baseball/softball fields and two buildings used in the sale of concessions to the users of the park: and

WHEREAS, Angier Parks and Recreation Booster Club has determined that the most feasible method of providing concessions at this facility is by contracting the same to one operator under the terms and conditions hereinafter defined; and

WHEREAS, Owner has made due and proper advertisement of the nature and terms of this Contract and has accepted the bid of Operator.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations hereinafter set forth, the Owner and Operator hereby agree to the terms and conditions hereinafter set forth:

1. **Description:** Concession rights at the facilities located at the Town of Angier's Jack Marley Park.
2. **Terms of Contract:** Agreement will begin as of the 12th day of September 2011 and will exist and continue through and including the 16th of November 2011.
3. **Contract Amount:** An initial deposit of 33% will be paid upon execution of contract with 33% being paid on or before October 15, 2011 and the remaining 34% of bid amount being paid on or before November 15, 2011.
4. **General Terms and Conditions:**
 - a) Operator will provide concessions (or shall make arrangements for doing so) at a minimum of during all Parks and Recreation sponsored football, soccer, baseball and softball games played at the Jack Marley Park fields. Concession stands may also be open for practice sessions. There will be fifteen practice dates, 4 to 6 evenings of football games, 12 to 14 soccer, baseball and soccer dates. Operator **MUST** be open during games. Operation during practice is optional. (Schedule to be promptly provided to Operator upon award of contract.)

- b) Prices of concessions shall be in keeping with prices of similar quality items offered for sale in the Town of Angier. Only Pepsi drink products may be sold. The current contract requires the exclusive use of Pepsi/Gatorade products. Pepsi product must be delivered to the park (Cannot use any Pepsi competitor products at any time, Coca-Cola, etc.).
- c) Operator will maintain the areas around the concession site within ten feet thereof in a clean and orderly manner, picking up all trash, litter or debris and depositing the same in receptacles provided by Owner for that purpose.
- d) Operator shall be responsible for the entire operation of concessions at the Jack Marley Park and in connection therewith shall (1) provide all equipment required (2), keep concession area and equipment in an safe and sanitary condition and meet all health standards of the Harnett County Health Department and or State of North Carolina; (3) apply, purchase and obtain required Food Service Permit from the Harnett County Health Department (3) maintain the facility in as good of condition as the same area beginning of this Agreement. ***NOTE***Operator may use their own mobile facility or they may choose to use the existing concession stands located at Jack Marley Park.
- e) All service performed by the Operator shall be prompt and courteous.
- f) Owner shall provide all utilities required to operate the premises Operator's contribution thereto being included in the rental hereinabove established
- g) No alterations, additions or improvements to the concession facility shall be made without written permission and authority of the Town of Angier.
- h) This agreement may not be assigned or sublet by the Operator without the prior written consent of the Owner.
- i) Should Operator violate any term or provision of this Contract, and fail to remedy the same with thirty (30) days notice after default. Owner may immediately vacate the premises.
- j) Contract can be terminated by either party with a thirty (30) day written notice to the other party.
- k) Owner will maintain property and liability insurance on facility. Operator shall obtain and show evidence of liability insurance, and Workers' Compensation – if applicable - by delivery of applicable insurance policy to Town Officials.

l) The Operator agrees that in his operation and use of said facility Operator will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, disability, or national origin, and that Operator will provide the services herein contracted to the public in general, who shall comply with the rules and regulations established by Operator as user of said facility.

IN **WITNESS WHEREOF**, the parties hereto have set their hand and seal in duplicate originals, one of which is retained by each of the parties hereto, the day and year first written above.

Angier Parks and Recreation Booster Club:

Operator

OFFICIAL BID QUOTE AND ACKNOWLEDGMENT

For: Angier Parks and Recreation Booster Club Concession Stand Operation

Bid Furnished by: _____

Address:

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

We who furnish this bid have completed the Non-Collusion Affidavit, reviewed the Specifications, reviewed the contract requirements, and all Addenda which we list below, and therefore furnish the bid as shown below.

Addenda (if none, state "N/A"): #1 __ , #2 __ , #3 .

BID PROPOSAL:

Price for FALL SEASON for Angier Parks and Recreation Booster Club Concession Stand Operation.

PLEASE INDICATE

- WILL BE USING YOUR OWN FACILITIES**
OR
 WILL BE USING THE EXISTING CONCESSION STANDS AT THE PARK.

Total Bid _____

Date of the Bid: _____

By: _____

Authorized Signature