

# CITY OF HARTFORD RECREATION CONCESSION STAND OPERATION

ISSUED BY: CITY OF HARTFORD  
230 WEST MAIN STREET  
Hartford, AL 36344  
PHONE: (334) 588-2245

ISSUE DATE: MARCH 12, 2021

**BIDS WILL BE RECEIVED UNTIL MARCH 26, 2021 AT 2:00 p.m.**

**NO PROPOSAL SHALL BE LESS THAN \$750.00 FOR EACH SPORT**

## MAILING INSTRUCTIONS

1. If mailed, bid should be forwarded by certified U.S. Postal Service. Please address as shown below.

**CITY OF HARTFORD  
ATTN: MAYOR NEIL STRICKLAND  
203 WEST MAIN STREET  
HARTFORD, AL 36344**

2. If forwarded other than by U.S. Postal Service, delivery must be made directly to City of Hartford, 203 West Main Street, Hartford, AL.
3. Electronic or faxed bids will not be accepted.

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

**\*\*Bidder may contact Landon Lindsay at 334.723.9000 for questions concerning these specifications, and for more details regarding requirements on when the concession stand must be opened for operation.\*\***

# NON-COLLUSION AFFIDAVIT

CONCESSION STAND OPERATION  
CITY OF HARTFORD RECREATION PARK

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 \_\_\_\_\_ (Operator Name) is not connected in any official capacity with City of Hartford, 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 City of Hartford, 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.

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of Alabama  
County of Geneva  
Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires:

# SAMPLE CONTRACT

## CONTRACT

This contract, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and Between City of Hartford hereinafter referred to as Owner, and \_\_\_\_\_, hereinafter referred to as Operator.

### WITNESSTH:

WHEREAS, City of Hartford is the owner of the recreation park, upon which is located a facility located at the youth softball and baseball fields used in the sale of concessions to the users of the park, and use of the concession stand at the high school football field for recreation league football; and

WHEREAS, City of Hartford 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 facility located at the youth fields at the City of Hartford Recreation Park and high school football field during **recreation league games only**.
2. Terms of Contract: Agreement will begin as of the \_\_\_\_\_ day of April 2021 for baseball season and will exist and continue through the last regular game of 2021 season.
3. Terms of Contract: Agreement will begin at the first home recreation league football game of the 2021 season and will exist and continue through the last game of recreation league 2021 season.
4. Contract Amount: \$ \_\_\_\_\_ for baseball season will be due on or before April 30, 2021.
5. Contract Amount: \$ \_\_\_\_\_ for football season will be due on or before October 15, 2021.
6. General Terms and Conditions:
  - (a) Operator will provide concessions during all regular season games played on the youth fields at the recreation park.
  - (b) Operator will provide concessions during all city youth football games played at the high school field.
  - (c) Prices of concessions shall be in keeping with prices of similar quality items offered for sale in the City of Hartford.
  - (d) 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.

- (e) Operator shall be responsible for the entire operation of concessions at recreation league games and in connection therewith shall (1) provide all services, food, and supplies, required; (2) keep concession area and equipment in a safe and sanitary condition; (3) maintain the facility in as good condition as the same area in the beginning of this Agreement, fair wear and tear excepted.
- (f) All service performed by the Operator shall be prompt and courteous.
- (g) No alterations, additions or improvements to the concession facility shall be made without written permission and authority of the Owner.
- (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, Operator may be asked to 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. Owner will not provide insurance for Operator.
- (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.

CITY OF HARTFORD

By: \_\_\_\_\_  
Mayor Neil Strickland

OPERATOR

By: \_\_\_\_\_

# OFFICIAL BID QUOTE AND ACKNOWLEDGMENT

For: City of Hartford Recreation Park 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 City of Hartford Recreation Park Concession Stand Operation.**

**Total Bid**     \$ \_\_\_\_\_

**Date of the Bid:**

**By:** \_\_\_\_\_  
**Authorized Signature**