

**CITY OF PELL CITY**  
**INVITATION TO BID**  
**For**  
**Concession Supplies**

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Sealed bids will be received by until **November 22, 2017 at 10:00 a.m.** and will be opened and read in the Council Chambers of City Hall, located at 1905 First Avenue North, Pell City, AL 35125.

**BID SUBMITTAL**

It is the intent of the attached specifications to describe the minimum requirements for the materials requested in sufficient detail to secure bids on comparable materials. All parts included in the bid shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

Do not make reference to brochures or supporting literature on the bid sheet. **All notations for bid compliance or exceptions are to be made on the bid sheet or on a plain piece of paper attached and referenced to the bid item.**

Bidders are required to bid on all items in each individual group in this invitation to bid. Bid award will be based on the lowest cumulative bid for items included in each group in this request, based on the projected purchase quantities. The bid price for said items shall be the price for the purchase of each respective item and shall in no way be dependent upon the purchase by The City of Pell City of any other products on the attached list. The City reserves the right to treat each bid price quoted for the respective items as a separate and distinct bid.

All bids must be made on the required bid form and in cases of errors in the extension of prices in the bid, the unit prices will govern. All blank spaces for prices must be filled in, with ink or typewritten, and the bid form must be fully completed and executed when submitted. **The City's bid sheet must be signed by the bidder or its agent in order for the proposal to be accepted. Faxed bids will not be accepted.** Failure to adhere to instructions may constitute disqualification of proposal.

Bid Submittal: All bids must be sealed with the outside envelope marked with the bid opening date, November 22, 2017 and the bid opportunity, "Sealed Bid-Concession Products." The name and address of the bidder shall also appear on

the outside of the envelope. Bids shall be directed to **Brian Muenger, City Manager** and mailed or delivered to **1905 First Avenue North, Pell City, AL 35128**. Faxed bids will not be accepted.

## **GENERAL INFORMATION**

The City of Pell City reserves the right to consider delivery time and may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder will be permitted to withdraw its proposal between the closing time for receipt of proposals and the execution of contract.

The City of Pell City will, at its option, in awarding this purchase contract, in compliance with Section 41-16-50, Code of Alabama 1975 will award the bid to a supplier within the City Limits, if the bid is no more than **5%** percent greater than the lowest responsible bidder.

Offers made in accordance with this invitation to bid shall be good and firm for the period of 365 days from award of the contract. The bidder may offer shorter period by written notification on the bid document. However, bids so modified may be declared non-responsive.

The price of each item shall include any and all freight and fuel charges, together with the price, if any, for unloading pursuant to said City's instructions, of said item by the supplier. All deliveries shall be made on a schedule to be determined by the City and shall be on a regular basis. In the event that any deposits for equipment or material are required by the bidder, such deposits shall be stated and included in the bid price.

The City of Pell City may in the specifications include minimum delivery times. Should the vendor fail to make delivery within the time allotted in the bid documents, the City may, at its option, exercise its right to deduct from the vendor's billing, twenty five (\$25.00) dollars per day for each day the shipment is late. This amount is fixed and agreed upon by the successful bidder and the City because of the impracticability and extreme difficulty in ascertaining the actual damages the City would sustain in such an event.

Signing of the bid sheet by the vendor and subsequent acceptance by the City of the lowest responsible bid will constitute a binding agreement between the City and the Vendor. The Vendor understands and agrees that no contract payment will be made until the City certifies that all stated specifications have been complied with and the items ordered have been received in full, undamaged and in proper working condition.

Bids will be evaluated and submitted to the City Council for approval as soon as possible after bid opening. All bidders will be notified of results in writing.

Upon award of the contract to the successful bidder, the City will send duplicate, complete sets of contract documents, which will include the final agreed upon price. The Vendor will then sign the duplicate sets of Contract Documents and return them for signing by the City. Each party will retain a fully executed set of contracts.

Upon execution of the contract with the successful bidder, the City of Pell City in compliance with its purchasing procedures requires a Purchase Order be issued prior to acquisition of all materials, supplies, equipment, repairs, leases, services and all other transactions which obligate the City of Pell City. The purchase order is the contract between the City and vendor, and is the vendor's authorization to ship materials or perform specified services. Materials shipped or services performed without a Purchase Order is at the Vendor's own risk.

Invoicing shall be done on the basis of each order completed. Invoices shall be numbered and shall clearly indicate the quantity, description, packaging, order date, delivery date, purchase order number and price.

The Invitation to Bid is released by City of Pell City, which shall act as sole point of contact for administration of the bidding process. Questions should be directed, in writing, to Mr. Harold Edge Jr., Parks and Recreation Director at 2801 Stemley Bridge Rd., Pell City, AL 35128.

#### **COMPLIANCE WITH SPECIFICATIONS:**

The materials must be in accordance with the specifications. Any variation proposed by the successful bidder must be approved in writing by the City prior to the change. Such variations, regardless of whether there is any adjustment in the contract amount, must be confirmed by a fully-signed change order. Failure to follow this procedure can result in non-acceptance of the materials by the City.

Failure on the vendor's part to comply with any specification herein, once the bid is accepted by the City, will be grounds for disqualification of the bid and termination of the contract. All items called for in the specifications, including but not limited to the materials, constructed as shown, and the necessary manuals must be complied with before the final payment can be processed.

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Pell City and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to

the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

## **INSURANCE AND LICENSE REQUIREMENTS**

### **1.11. Insurance**

**Any firm performing work on behalf of the City of Pell City must provide proof of Worker's Compensation insurance.**

#### **A. Commercial General Liability Insurance**

(1) This coverage shall be written on an occurrence basis including Premises-Operations, Products and Completed Operations, Broad Form Property Damage, and Contractual Liability with all aggregates on a "per job" basis in the following amounts:

- a. General Aggregate: \$2,000,000.00
- b. Products & Completed Operations Aggregate: \$2,000,000.00
- c. Personal & Advertising Injury: \$1,000,000.00
- d. Each Occurrence: \$1,000,000.00
- e. Damage to Rented Premises: \$100,000.00
- f. Medical Expense per Person: \$5,000.00

#### **Automobile Liability Insurance**

(2) Business Auto Liability Written on a "symbol 1" basis covering "any auto" and including "hired and non-owned vehicles":

- a. Combined Single Limit: \$1,000,000.00

#### **Workers Compensation Insurance**

(3) Employer's Liability Insurance Part Two:

- a. Bodily Injury by Accident \$1,000,000.00 each accident
- b. Bodily Injury by Disease \$1,000,000.00 policy limit
- c. Bodily Injury by Disease \$1,000,000.00 each employee

**B. Contractor shall furnish to the City Manager or the City Manager's designee a "Certificate of Insurance" prior to the commencement of any**

work as described in Section 1.11 (A) evidencing said policy or policies of insurance for each insurance company providing coverage to Contractor showing the required insurance to be in force and certifying that said insurance will not be cancelled, non-renewed or materially changed without first giving the City thirty (30) days advance written notice of any such cancellation, nonrenewal or material change; and deleting from the Cancellation Clause of the Certificate of Insurance any language that the required notice will “endeavor to” be given and “but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.” In the event of any cancellation, nonrenewal or material change in the insurance coverage about which the City receives notice, the City shall have the option of cancelling the contract immediately.

(C) The City shall be named as an additional insured on the above named policies, excluding Workers Compensation.

## **LAWS and ORDINANCES**

The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this contract.

## **E-Verify Requirements**

Pursuant to the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (“the Act”), as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Act also provides that no subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. The subcontractor shall also enroll in the E-Verify program prior to performing any work on the project and shall attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

**The successful bidder will be required to have a current City of Pell City Business License.**

All bids shall be submitted in writing in a sealed envelope to The City of Pell City on or before **November 22, 2017 at 10:00 a.m.** at **1905 First Avenue North, Pell City, AL 35125.** All bids shall be directed to the attention of **Brian Muenger, City Manager.** All quotes shall be sealed and clearly marked on the lower left hand corner; **Sealed Bid-Concession Products.**



Brian Muenger, City Manager  
City of Pell City  
bmuenger@cityofpellcity.net  
(205)338-2244, ext. 103

## **BID SPECIFICATIONS**

**The price for the purchase of each item shall be on a per item basis only. The price of each item shall include any and all applicable fees, taxes, delivery and fuel charges.**

**The City will consider equivalent offers for the products specified, and it shall be the responsibility of the vendor to provide sufficient detail regarding any variance in quantity or other material differences in the products offered.**

**All deliveries shall be made on a schedule to be determined by the City and shall be made within 72 hours of the receipt of Purchase Order unless otherwise noted. The vendor shall be responsible for invoicing the City on a regular basis for products received based on the effective pricing of the bid.**

**The vendor shall possess the ability to deliver the products specified to the City and to make delivery via hand truck to the concession area. It will be the responsibility of the vendor to provide a manifest of the products purchased at the time of delivery, and to coordinate with the City to verify receipt of said products.**

**All deliveries shall be made to the City of Pell City Parks & Recreation Department, located at 2801 Stemley Bridge Road, Pell City, AL 35128, between the hours of 6:30 a.m. and 3:00 p.m. unless otherwise stipulated or arranged.**

**The City reserves the right to extend the contract for an additional two years in one year contracts, provided that both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.**

**PRODUCT DESCRIPTION / BID PRICE**

<u>CONCESSION SUPPLY LIST</u>				
Group A:				
	<u>Projected Annual Quantity</u>		<u>PRICE</u>	
<u>FROZEN FOOD</u>	Cases	Units/Lbs.	Per Case	Per Unit/Lb.
Beef Patty Seasoned 5.3 oz. each – 75/25 Mix	108	3200 units		
Franks 3 Meat 2 oz. each	57	4560 units		
Corn Dog All Meat 2.7 oz. each	7	224 units		
Chicken Tender Breaded 1.375 oz. each	78	780 lbs.		
Crinkle Cut Fries	76	2280 lbs		
<u>Cooler Items</u>				
Sliced American Cheese 5-120 ct. packs per Case	42	25200 units		
Dipping Sauce Cups 1.5 oz. each	9	900 units		
Tomatoes Vine Ripened 40 ct.	8	320 units		
Spanish Jumbo Onion 50 lb.	4	200 lbs.		
Group B:				
	<u>Projected Annual Quantity</u>		<u>PRICE</u>	
<u>DRY GOODS</u>				
Liquid Frying Oil Clear 35lb. Container		29		
Ketchup 1000-9 gram Packets		20		
Mustard 500-5.5 gram Packets		10		
Individual Package Chips 64-1.5 oz. Bags		26		
Jalapeno Sliced Peppers 1 gal. Container		32		
Dill Sliced Crinkle Pickles 1 gal. Container		24		
Whole Dill Pickles 1 gal. Container		27		
Popcorn w/Season Salt and Oil 24-10.6 oz. Packs		38		
Nacho Cheese Sauce 4-107 oz. Pouches		51		



	<u>Projected Annual Quantity</u>	<u>PRICE</u>
Tortilla Chip 12-1lb. Bags	64	
Individual Coffee 48-1.5 oz. Packs	10	
Individual Hot Chocolate Pack 15L/90P	90	
Hot Cocoa 6-5.3 oz. Packs	10	
Non-Dairy Creamer 1000-2 gram packs	2	
Sugar 2000-2.8 gram packs	2	
<b><u>SUPPLIES</u></b>		
5 x 6 in Nacho Tray 125 ct.	6	
Popcorn Bags 500ct.	6	
Vinyl Glove PVC PF 10-100ct. Boxes	3	
Steam Table Pan Deep Full Size 50ct.	6	
10.75 x 12in Foil Sheet Wraps 12-200ct. Boxes	6	
Foil Heavy Duty Roll 18x1000	3	
Hardwood Charcoal Briquettes 20lb.	172	
Kingsford Lighter Fluid 12-32 oz. Bottles	3	
<b><u>Candy - 24, 36, 48 count</u></b>		
Sour Punch Straws 24ct.	58	
Hershey Milk Chocolate 36ct.	7	
M & M Peanut 48ct.	13	
Payday 24ct.	6	
Reese's Peanut Butter Cups 36ct.	21	
Snickers 48ct.	20	
Twix 36ct.	10	
M & M Plain 36ct.	16	
Skittles 24ct.	25	
Blow Pops Assorted 100ct.	18	
Ring Pops 24ct.	34	
Super Bubble Tub Assorted 300ct.	37	
Sunflower Seeds 12-1 5/8 oz. Packs	118	

**Vendor Certification:** I, the below signed hereby agree to furnish the required article(s) or service(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**This Bid Sheet must be signed and submitted as your Bid.**