

INVITATION TO BID

Sealed bids will be received by the City of Foley at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama 36535 **or** P.O. Box 1750, Foley, Alabama 36536 until 11:00 a.m. CST, Thursday, April 27, 2023 for:

Bottled Drink Purchases Requisition No. REC-042723

at which time and place they will be publicly opened and read. Specifications may be obtained at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama, 36535, by calling (251) 943-1545, or, the bid may be downloaded from the City's website at <http://www.cityoffoley.org>.

To be eligible for consideration, bids must be submitted on complete original bid forms found in the Invitation to Bid package. **The specifications and all executed bid forms must be submitted in a sealed envelope, clearly marked, identifying the bid and the date of the bid opening.** It shall be the sole responsibility of the bidder to assure receipt of the bid at the Foley City Hall prior to the published time for the bid opening.

The City of Foley reserves the right to accept or reject any or all bids and to waive technical errors if, in the City's judgment, the best interests of the City will thereby be promoted.

Logan Eberly
Purchasing Agent
City of Foley, Alabama



BID FORM

BIDS TO BE OPENED AT: **11:00 A.M.**
DATE: **Thursday, April 27, 2023**

Sealed bids will be received by the City of Foley, Alabama, at its office in Foley until the above date and time, and then opened as soon thereafter as practicable.

Logan Oberly
Purchasing Agent

SPECIFICATIONS: SEE ATTACHED

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. Substitutions will be treated as “approved equivalent or equal” which is discussed in paragraph 1.05 of the bid documents *GENERAL CONDITIONS*. Please refer to Paragraph 1.05 prior to offering any substitutions. No prices shall include State or Federal Excise Tax. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

We are in a position to complete delivery as required per the attached quote within _____ days after receipt of notice of award. Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at fixed price or to refrain from bidding, or otherwise. I am not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

THIS BID MUST BE NOTARIZED
Sworn to and subscribed before me
this the _____ day of
_____, 2023.

FIRM: _____

BY: _____
Signature accepted in ink only

STREET ADDRESS: _____

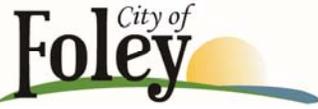
NOTARY PUBLIC

CITY: _____ STATE: _____

BIDS MADE OUT IN PENCIL WILL NOT
BE ACCEPTED.

TERMS: _____
FOR CASH PAYMENT WITHOUT REGARD TO
DATE OF REMITTANCE

**ALL BIDDERS MUST USE OUR BID FORM(S). THE BID NAME, REQUISITION NUMBER AND
OPENING DATE AND TIME MUST BE PRINTED ON THE OUTSIDE OF THE SEALED ENVELOPE.
EACH BID MUST BE IN SEPARATE ENVELOPES.**



Bidders Information

Company Name:		
Submitted By:		
Mailing Address:		
Telephone Number:		
E-Mail Address:		
Ethics Disclosure:	Are you a City of Foley Appointed Official? Are you a City of Foley Employee? Are you the spouse of a City of Foley Appointed Official or Employee?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

Addendum Acknowledgement

Bidder acknowledges receipt of the following addendums and has incorporated the requirements of such addendums into the bid.

(List all addendums issued for this bid.)

No.	Date

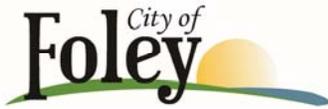
No.	Date

No.	Date

No.	Date

No.	Date

No.	Date



Minimum Bid Specifications

The City of Foley is soliciting bids for bottled drink purchases for Foley Sports Tourism and the Parks & Recreation Department. This solicitation is to establish an agreement for the acquisition of a variety of bottled drinks. Awarded vendor must be able to furnish and deliver bottled drinks to the City of Foley.

Upon receipt of bids, it will be the decision of the City of Foley to award or not award the bid. The City reserves the right to reject any or all proposals and to waive technical errors, if, in the City's judgment, the best interest of the City will thereby be promoted.

Cost Proposal Instructions

The Bidder must submit pricing for all bottled drinks listed on the price sheet for the bid to be considered. All prices submitted on the price sheet shall be firm for the period the bid award is in effect.

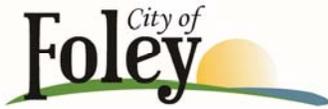
The price sheet is not all inclusive of the items that could be purchased by the City of Foley and items may change as the needs of the City fluctuate. Pricing of the most frequently purchased items listed on the price sheet is not to be construed as Proposer's complete offer. The intent is for each supplier to submit their complete line of products so that the City of Foley may order products as appropriate for their needs.

No guarantee is made to purchase any amount of product(s) from any bidder as a result of any contract awarded on the basis of this bid, nor is the City obligated to purchase all bottled drinks through the awarded vendor. Quantities noted on the price sheet are based on estimates of past purchases and are listed as a means of evaluating bid responses. Future quantities are not guaranteed. The City reserves the right to purchase more or less depending on budget and need. The City prefers to award the bid to a single vendor for simplicity, but the City reserves the right to award the bid to multiple vendors to ensure best value and delivery for the City of Foley.

Reference to Specific Names and Item Numbers

Unless clearly shown as "no substitute" or words to that effect, any items in this Invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered.

If Bidder proposes any alternate products, Bidder must note any products or quantities that differ from the specifications of the most frequently purchased items. The City, at its sole discretion, will determine if the alternate bid item(s) is acceptable.



Service Locations

Below is a list of City of Foley locations where service will be provided. Locations may be added or removed during this contract.

Baseball Fields	1250 Cater Lee Way
Sports Tourism Event Center	1001 E. Pride Blvd.

Sales Support/Customer Service

Awarded vendor must be able to provide a dedicated account representative to help the concession stand manager set up accounts and the ordering process.

Item Order

The two City departments will place their own orders. All items shall be shipped exactly as ordered with no substitutions unless agreed upon beforehand by the City department.

The City is required to issue a Purchase Order for any purchases made in the amount of \$250 or more. The Purchase Order number issued shall be noted on the invoice.

Item Delivery

Proposed delivery timeframe of concession stand supplies will be a factor in determining award of contract. Deliveries are expected to be made to the appropriate department without any additional charge. All orders shall be delivered prior to department closing.

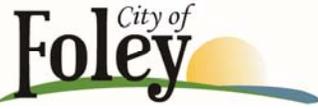
Occasionally, there will be emergency situations where items are needed after hours, on weekends or holidays. These deliveries are typically based around due to shortages of items required specifically for or related to events sponsored or overseen by Foley Sports Tourism or the Parks & Recreation Department. Vendors shall note on the Vendor Qualifications page if they can comply with this requirement and if so, how will it be handled.

Item Pick Up

It is desired that the vendor maintains a warehouse where items may be picked up in the event there is an immediate need for a particular item and the department cannot wait for such item to be shipped or delivered. It is understood that not all items can be stocked within a single location including the warehouse location but most items that are normal use items should be available. If Bidder maintains a warehouse, location/address should be provided on the Vendor Qualifications page of this bid packet.

Item Return/Replacement

The awarded vendor will be notified by the using department of any items that were incorrectly ordered, are defective or damaged. The vendor will authorize item to be picked up within ten (10) days and no service or restocking charge shall apply. Should an item not perform as guaranteed or to the satisfaction of the user, items shall be returned and or exchanged at no charge.



Invoicing / Payment

The vendor will invoice each of the participating departments directly, and in case of disputes, the Vendor and department shall settle.

A monthly statement listing all purchases by department shall be sent to the following address or may be emailed to ap@cityoffoley.org.

City of Foley
Attention: Account Payable
P.O. Box 1750
Foley, AL 36536

Payment shall be made monthly by statement.

Contract Period and Renewal

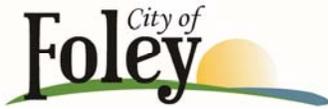
The term of the contract will be for one (1) year following the contract award date. The City of Foley may, at its option, renew the term of this contract up to a maximum of two (2) additional years, one (1) year at a time. The awarded vendor shall be notified in writing by the City's Purchasing Department of its intention to extend the contract term.

Any requests for reasonable price adjustments must be submitted by the awarded vendor sixty (60) days prior to the annual contract anniversary date. Requests for adjustment in cost must be justified and based upon verifiable criteria such as the Consumer Price Index (CPI-U).

If at any time after the date of the solicitation the Contractor makes a general price reduction in the comparable price of any material covered by the contract to its general customers, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).

Termination of Contract

The City may terminate the contract, in whole or in part, for its convenience and without cause upon giving a written notice 30 day notice to the Contractor.



Additional Information

Winning bidder must obtain a City of Foley business license during the term of this contract.

Proof of E-Verify documentation in the form of a copy of the signed Memorandum of Understanding (MOU) should be submitted with this bid

All questions related to this bid must be documented through email and should be sent to Logan Eberly at leberly@cityoffoley.org no later than 72 hours prior to the scheduled bid opening. No questions will be addressed by any means other than email. Answers will be emailed to all bidders in the event that clarification is required. If further clarification is needed about a particular product bid or change within the bid, an Addendum will be emailed stating the change.

All addendums must be acknowledged in the "Addendum Acknowledgment" section located on page 3 of this bid packet.

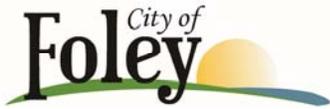
Instructions to Bidders

To be eligible for consideration, bid must be submitted on complete original forms found in the Invitation to Bid package. **The entire bid packet and all executed bid forms must be submitted in a sealed envelope, clearly marked, identifying the bid and the date of the bid opening.** It shall be the sole responsibility of the bidder to assure receipt of the bid at the Foley City Hall prior to the published time for the bid opening.

Bids should be sent to one of the following addresses:

U.S. Postal Service
City of Foley
Attn: Purchasing Agent
P.O. Box 1750
Foley, AL 36536

Physical Address
City of Foley
Attn: Purchasing Agent
407 E. Laurel Avenue
Foley, AL 36535



Vendor Qualifications

- 1) Company Name: _____

- 2) How many days a week are orders typically delivered to this area? How quickly can orders be delivered if the order is placed before 2:00 p.m.? (i.e. 1x a week on Fridays or 3x a week on MWF)

- 3) How will deliveries be accomplished? (Example: on site delivery by vendor or third party carrier?)

- 4) Is there a minimum delivery order? If so, what is the amount? _____

- 5) Is there a warehouse location where items could be picked up by City employees if required?

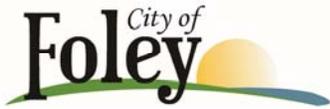
- 6) Can vendor make emergency deliveries after hours or on weekends? ___Yes ___No
If so, how will emergency deliveries be accomplished? _____

- 7) If emergency deliveries are made after hours or on weekends, will there be any additional charges to the City? If so, describe how the charges will be based and what that charge will be if it is a flat fee.

- 8) Upon notification of emergency needs on nights, weekends or holidays, how long will it take vendor to deliver items?

- 9) Will there be a specific contact person/number for after hour emergency needs?
___Yes ___No

- 10) Does vendor have online ordering? ___Yes ___No
If not, how will ordering be accomplished?



11) Note any specific items or services, not already addressed, that will be provided to the City of Foley at the start of a new service contract with selected vendor.

12) Note any additional charges not already addressed that the City will be responsible for at the start of a new service contract with selected vendor.

13) Detail any additional pricing incentives or rebates that may be available such as for large volume purchase.

Product Listing Pricing Discount

The items provided within the price sheet may not be an exhaustive list of all items that the City of Foley needs to order for bottled drinks. A listing of all the products (**with pricing**) that are available for purchase through your company either in print or provided via website shall be provided with your bid response.

Reference website address of on-line catalog: _____



References

Provide references for three (3) concession accounts similar in size and nature as those listed in this bid.

REFERENCE 1:

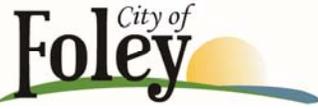
Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:

REFERENCE 2:

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:

REFERENCE 3:

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:



PRICE SHEET

Requisition No. REC-042723

Any alternative items should be noted.

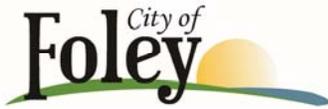
ITEM DESCRIPTION	PRICE FOR 1 (24CT) CASE OF 20OZ BOTTLES DELIVERED	ESTIMATED NUMBER OF CASES PER YEAR	EXTENDED PRICE
Coca-Cola (No Substitute)	\$ _____	400	\$ _____
Diet Coke (No Substitute)	\$ _____	230	\$ _____
Sprite (No Substitute)	\$ _____	200	\$ _____
Powerade (No Substitute)	\$ _____	700	\$ _____
Dasani Water (No Substitute)	\$ _____	1200	\$ _____

Company: _____

Submitted By: _____

Address: _____

Phone: _____



GENERAL CONDITIONS

To insure acceptance, all bidders submitting bids to the City of Foley shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids **not** submitted on the bid form(s) provided may be rejected, and bids **not** complying with these conditions will be subject to rejection.

1.0 Intent of Specifications:

It is the intent of the specifications attached hereto to set forth and describe certain item(s) or service(s) to be purchased by the City of Foley including all materials, equipment, machinery, tools, apparatus, and means of transportation (meaning freight costs) necessary to provide these items or services.

1.01 Legal Requirements:

All applicable provisions of Federal, State, County and local laws including all ordinances, rules and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Foley, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof.

1.02 Sealed Bids:

The specifications and all executed bid forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the bidder. In the event more than one bid opening is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. **The face of the envelope shall be plainly marked identifying the bid requisition number and opening date and time.** It shall be the sole responsibility of the bidder to assure receipt of bid at the Purchasing Office prior to the published time for the bid opening. No bid will be opened that is received after closing time for receipt of bids, nor will any offers by telephone, fax, or any electronic means be accepted.

1.03 Exceptions to Specifications:

During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that fair consideration is given in evaluating bids, all exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor and City Council are the final authority in determining the acceptability of any exceptions to specifications.

1.04 Discounts:

Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Foley or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining the low bid.

1.05 Approved Equivalent or Equals:

Unless otherwise specified, any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative that meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item, supportive information in the form of manufacturer's printed literature or brochures, sketches, diagrams and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Foley reserves the right to determine acceptance of proposed equivalent or equal item.



1.06 Bid Withdrawals:

Bids may be withdrawn by written request received from bidders prior to the time fixed for opening but no bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

1.07 Rejection of Bids:

The City of Foley reserves the right to accept or reject any or all bids, to award bids on a split-order basis, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Foley.

If there is any reason for believing that collusion exists among the bidders, any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Foley.

1.08 Delivery:

Bid quotations shall include all freight cost to Foley, Alabama to point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss shall be passed to the City of Foley until after receipt of delivery has been acknowledged by an authorized representative of the City of Foley.

1.09 Taxes:

The City of Foley, a Municipal Corporation, is a tax exempt entity per Section 40-23-4(11), Code of Alabama 1975. The City of Foley is exempt from all state and local sales taxes. This should **not** be construed to mean that contractors or suppliers doing business with the City of Foley are exempt from paying tax (General Conditions, Section 1.11 Permits and Taxes).

1.10 Licenses, Registration and Certificates:

A City of Foley Business License must be obtained within ten days of bid award. Each bidder must provide proof of State required competency certifications whenever applicable to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Foley.

1.11 Permits and Taxes:

The contractor shall procure all permits, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

1.12 Compliance with Federally Funded Programs:

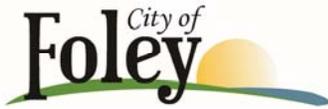
The successful bidder shall assure the City of compliance with any and all special provisions (if applicable) contained in the contract being bid. These provisions may include but are not limited to maintaining a Drug-Free Workplace, compliance with Clean Air and Water Laws and Regulations, and compliance with Equal Opportunity and Non-Segregated Facilities guidelines.

1.13 Proof of Liability & Worker's Comp Insurance:

If applicable, Proof of Liability and/or Worker's Comp Insurance must be included in the bid packet. If a company is not covered by Worker's Comp Insurance, labor and material charges should be separated on the bid/proposal. This should be done in order for the City to determine the Worker's Comp rate (in accordance with the City's current Worker's Comp fee schedule) that will be deducted from payment to the company performing the work.

1.14 Background Check:

The bid award of "Public Works" projects over \$50,000 will be contingent upon the results of a background check of the successful low bidder as stated in Ordinance No. 1029-08. According to this ordinance, the City of Foley will take criminal histories into account when deciding whether a low bidder is qualified to do work for the City.



1.15 Disqualification:

The City can disqualify a company based upon the results of a background check or if the company has been prohibited from contracting with another government agency as stated in Ordinance No. 1029-08.

If, in the opinion of The City of Foley, a sealed bid contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by Company, the sealed bid may be disqualified from further consideration.

1.16 Expenses:

Expenses for developing sealed bids and addressing information requests herein are solely and entirely the responsibility of Company and shall not be chargeable in any manner to the City of Foley.

1.17 Alabama Immigration Law (Beason-Hammon Alabama Taxpayer and Citizen Protection Act):

Contractor must be in compliance with Alabama's Immigration Law, otherwise known as the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Section 31-13-9, Code of Alabama 1975. If the bidder employs persons in the State of Alabama, the bidder must provide documentation with this bid that they are enrolled in the E-Verify program. Additionally, the bidder should be advised that if they employ persons (anywhere), award of the contract is conditioned on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. Any awarded contract will contain a provision whereby the bidder promises not to violate federal immigration law.

Any subcontractor who works with the general contractor who has been awarded contracts by the City must be enrolled in E-Verify. It is the responsibility of the general contractor to have a system in place to ensure subcontractors' compliance.

Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program.

1.18 Local Bid Preference:

The City of Foley has accepted the local bid preference guidelines established in Act 2015-293 and allows these guidelines to be utilized when appropriate, on a case by case basis. The local preference area has been established per Resolution 15-2369-RES and is defined as the area within the police jurisdiction of the City of Foley. Bid awards may be made to local vendors in this area if their submission is within 5% of a lower bid submitted by a vendor outside of this area and a 10% preference is extended if the lower bidder is located outside the state.

1.19 Contractor Tax Credits/Incentives/Rebates:

Should a Contractor seek tax credits, incentives or rebates for energy efficiency programs or any other such program through the Federal or State Government, the Contractor shall inform the City of its intent to apply and shall negotiate terms with the City.

"The City of Foley encourages all vendors to list job openings with Job Services of Alabama.